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F.E.R.C. GAS TARIFF

Fifth Revised Volume No. 1

(Supersedes Fourth Revised Volume No. 1)

OF

NORTHERN NATURAL GAS COMPANY

Omaha, Nebraska

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be addressed to:

Mary Kay Miller
Vice President
Regulatory and Government Affairs
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000

Telephone No. (402) 398-7060
Fax No. (402) 398-7006

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Sheet Nos. 3 through 5 are Reserved for Future Use

Effective Date: 06/05/2003 Status: Effective
FERC Docket: CP02- 54-001

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Effective Date: 06/16/2003 Status: Effective
FERC Docket: CP02-162-001

Ninth Revised Sheet No. 6 Ninth Revised Sheet No. 6 : Effective
Superseding: Eighth Revised Sheet No. 6

Reserved for Future Use

Effective Date: 10/22/2001 Status: Effective
FERC Docket: CP01-437-001
Fifth Revised Sheet No. 7 Fifth Revised Sheet No. 7 : Effective
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PRELIMINARY STATEMENT

Northern Natural Gas Company is a corporation organized under the laws of the State of Delaware. Northern is authorized to do, and is doing, business in the states of Delaware, Texas, New Mexico, Oklahoma, Kansas, Nebraska, Iowa, Illinois, Minnesota, Michigan, Wisconsin, North Dakota, South Dakota, and Louisiana.

Northern, a "natural gas company" within the meaning of the Natural Gas Act, is engaged in the transportation of natural gas in interstate commerce.

SHEET NO. 21 IS RESERVED FOR FUTURE USE

ORIGINAL SHEET NOS. 22-24
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THIS SHEET CONTAINS A MAP

Operational Zones Map

SHEET NOS. 27 THROUGH 39 ARE
RESERVED FOR FUTURE USE.

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R A T E S C H E D U L E T F

RESERVATION RATES	MARKET-TO-MARKET TF12 Base	MARKET-TO-MARKET TF12 Variable	MARKET-TO-MARKET TF5	FIELD-TO-FIELD/MARKET DEMARCATION TFF
Base Tariff Rates 1/				
Summer (Apr-Oct)	5.683	5.683	-0-	5.473
Winter (Nov-Mar)	10.230	13.866	15.153	9.853

COMMODITY RATES 2/ TF12 Base, TF12 Var., TF5 & TF 3/		Market Area 3/		Field Mileage 5/ Rate per 100 miles		Carlton Surcharge 4/		Out-of Balance	
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
Market	Market	0.0384	0.0215			0.0175	0.0000	0.0384	0.0215
Field	Market	0.0384	0.0215	0.0122	0.0040	0.0175	0.0000		
Market	Field			0.0122	0.0040				
Field	Field			0.0122	0.0040			0.0295	0.0109

1/ The minimum reservation rate is equal to zero.
2/ The applicable Mileage Indicator Districts (MIDs) billing rate will be added to the TF rates for volumes received in the Field Area, or received in the Market Area and delivered to the Field Area. The MIDs rates shown on Sheet Nos. 59-60A represent the total maximum Field Area throughput commodity rates for any transaction involving MIDs.
3/ Maximum and Minimum rates include ACA of $0.0019 and the Market Area Electric Compression charge of $0.0006 where applicable.
4/ Applicable to Market Area shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.
5/ Where Applicable, Field Area Electric Compression charge of $0.0000 and ACA will be added to the mileage based rates.

R A T E S C H E D U L E S T F X a n d L F T

RESERVATION RATES	MARKET-TO-MARKET Apr-Oct	MARKET-TO-MARKET Nov-Mar	FIELD-TO-FIELD Apr-Oct	FIELD-TO-FIELD Nov-Mar
Base Tariff Rates 1/	$5.683	$15.153	$5.473	$9.853

COMMODITY RATES 2/ TFX and LFT		Market Area 3/		Field Mileage 5/ Rate per 100 miles		Carlton Surcharge 4/		Out-of-Balance 3/	
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
Market	Market	0.0384	0.0215			0.0175	0.0000	0.0384	0.0215
Field	Market	0.0384	0.0215	0.0122	0.0040	0.0175	0.0000		
Market	Field			0.0122	0.0040				
Field	Field			0.0122	0.0040			0.0295	0.0109

GULF COAST	Reservation 1/ Maximum	Reservation 1/ Minimum	Commodity 6/ Maximum	Commodity 6/ Minimum	Out-of-Balance 6/ Maximum	Out-of-Balance 6/ Minimum
MOPS Gathering	1.0514	0.0000	0.0019	0.0019	0.0019	0.0019
MOPS Transmission	1.5337	0.0000	0.0019	0.0019	0.0019	0.0019
Tivoli - Downstream	0.6827	0.0000	0.0019	0.0019	0.0019	0.0019
Other Gulf Coast	4.8169	0.0000	0.0019	0.0019	0.0019	0.0019

1/ The minimum reservation rate is equal to zero.
2/ The applicable Mileage Indicator Districts (MIDs) billing rate will be added to the TF rates for volumes received in the Field Area, or received in the Market Area and delivered to the Field Area. The MIDs rates shown on Sheet Nos. 59-60A represent the total maximum Field Area throughput commodity rates for any transaction involving MIDs.
3/ Maximum and Minimum rates include ACA of $0.0019 and the Market Area Electric Compression charge of $0.0006 where applicable.
4/ Applicable to Market Area shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.
5/ Where applicable, Field Area Compression charge of $0.0000 and ACA will be added to the mileage based rates.
6/ Maximum and Minimum rates include ACA of $0.0019.

R A T E S C H E D U L E T I

COMMODITY RATES 1/		Market Area 2/		Field Mileage Rate per 100 miles 3/		Carlton Surcharge 4/		Out-of-Balance 2/	
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
NOVEMBER - MARCH									
Market	Market	0.6106	0.0215			0.0175	0.0000	0.6106	0.0215
Field	Market	0.6106	0.0215	0.1588	0.0040	0.0175	0.0000		
Market	Field			0.1588	0.0040				
Field	Field			0.1588	0.0040			0.3608	0.0109
APRIL - OCTOBER									
Market	Market	0.2527	0.0215			0.0000	0.0000	0.2527	0.0215
Field	Market	0.2527	0.0215	0.0893	0.0040	0.0000	0.0000		
Market	Field			0.0893	0.0040				
Field	Field			0.0893	0.0040			0.2037	0.0109

	Commodity 5/		Out-of-Balance 5/	
GULF COAST	Maximum	Minimum	Maximum	Minimum
MOPS Gathering	0.0365	0.0019	0.0365	0.0019
MOPS Transmission	0.0523	0.0019	0.0523	0.0019
Tivoli - Downstream	0.0244	0.0019	0.0244	0.0019
Other Gulf Coast	0.1603	0.0019	0.1603	0.0019

1/ The applicable Mileage Indicator Districts (MIDs) billing rate will be added to the TI rates for volumes received in the Field Area, or received in the Market Area and delivered to the Field Area. The MIDs rates shown on Sheet Nos. 59-60A represent the total maximum Field Area throughput commodity rates for any transaction involving MIDs.
2/ Maximum rates include ACA of $0.0019 and Market Area Electric Compression charge of $0.0006 where applicable. Minimum rates include ACA of $0.0019 and Electric Compression charge of $0.0006.
3/ Where applicable, Field Area Compression charge of $0.0000 and ACA will be added to the mileage based rates.
4/ Applicable to Market Area Shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.
5/ Maximum and Minimum rates include ACA of $0.0019.

	Commodity Charges Nov-Oct	
GS-T COMMODITY THROUGHPUT RATE		
Market Area	0.7049	1/ 6/
Field to Demarcation	0.6396	
Field-to-Market	1.2606	1/ 6/
STAND ALONE COMPRESSION		
Ft. Buford		
Maximum	0.2619	1/ 2/ 6/
Minimum	0.0125	1/ 2/ 6/
RATE SCHEDULE CS-1		
Compression Fee (Exhibit A Volumes)		
Maximum	0.0401	
Minimum	0.0054	
Compression Fee (Additional Volumes)		
Maximum	0.0401	
Minimum	0.0054	
BEAVER COMPRESSION FEE		
Incidental Jurisdictional Compression Fee	0.0400	

WATERVILLE STORAGE

The Market Area transportation rate, fuel and unaccounted for is charged for delivery to Waterville storage point (POI 922), or other similarly situated third party storage points in the Market Area. If redelivery from Waterville, or other similarly situated third party storage points, is to a Market Area point, there are no additional transportation, fuel or unaccounted for charges. If the redelivery is to a Field Area delivery point, the Field Area mileage/MID transportation rate and fuel is charged.

CAPACITY RELEASE FEE (Rate per transaction)		
Marketing	Negotiated	3/
DAILY DELIVERY VARIANCE CHARGE:		
Positive DDVC	1.0000	7/
Positive/Critical DDVC		
-First 2%	15.0000	
-Next 3%	22.0000	
Negative DDVC	0.4000	7/
Punitive DDVC	4/	7/
Punitive/Critical DDVC		
-Level I	56.5000	
-Level II	113.0000	
AUTHORIZED OVERRUN		
TF, TFX, LFT, TI and GS-T Rate Schedules	5/	

1/ Includes ACA of $0.0019.
2/ Rate only applies to interruptible volumes transported through Ft. Buford that are not ultimately confirmed for redelivery into Northern's Market Area system.
3/ Northern will assess fee only in those instances outlined in Sheet No. 288.
4/ Charge equal to five (5) times the SMS monthly reservation fee.
5/ The Authorized Overrun Rate shall be equal to the TI rate for the applicable MID path shown in Sheet Nos. 59-60A.
6/ Reflects Market Area Electric Compression Surcharge of $0.0006 and Field Area Electric Compression charge of $0.0000 where applicable.
7/ On non-SOL/SUL/Critical Days the rate will be the maximum November-March Market Area TI Rate during the November-March period, and the maximum

April-October Market Area TI Rate during the April-October period.

R A T E S C H E D U L E S T F, T F X, L F T, G S - T, T I, & F D D

Fuel Percentages/Electric Compression Rates

	Percentages
FUEL PERCENTAGES:	1/
Market Area (including Out-of-Balance)	0.43%
Field Area	2/ 3/ 5/ 6/
UNACCOUNTED FOR PERCENTAGE (including Out-of-Balance)	-0.16% 4/ 5/
FDD Storage Fuel	1.63%

	Electric Compression
COMMODITY RATES:	1/
Market Area	$0.0006
Field Area	$0.0000

1/ Northern will adjust its Fuel percentages and electric compression commodity rates in accordance with Sections 53A and 53B, respectively, of the General Terms and Conditions of this Tariff.

2/ Fuel shall be determined by Mileage Indicator Districts (MIDS) for the Field Area.

3/ Fuel charged in the Field and Market Areas for a pooling transaction or for processing plant transactions will not exceed the fuel charged on a unified Field-to-Market transaction having the same initial Field receipt point and ultimate Market delivery point, i.e., the total fuel collected for transactions that go into and out of pooling points or processing plants in either the Field Area or the Market Area will be no greater than the fuel collected on the total path between the original receipt point and the ultimate delivery point, subject to the shipper(s) providing Northern the requisite information.

4/ The Unaccounted For percentage utilizes the most recent twelve-month period ending December 31, 2009. For deliveries subject only to UAF, the UAF rate is zero; provided, however, Northern will issue a volume credit on the Shipper's monthly imbalance statement equivalent to -0.16% for the period April 2010 through March 2011 for such deliveries.

5/ Sheet No. 54A identifies the specific transportation transactions exempt from fuel and unaccounted-for retention charges.

6/ The Out-of-Balance Fuel Percentage for deliveries in MIDS 1-7 shall be the applicable Section 1 Mainline Fuel percentage, and for deliveries in MIDS 8-16B shall be the applicable Section 2 Mainline Fuel percentage.

In the event facilities have been abandoned, Northern shall have the right to file to reduce the applicable MID fuel percentage(s) on a common basis for all transactions affected by the abandonment to reflect the reduction in use for the remainder of the PRA period. In the event such abandoned facilities (gas compressors) have been replaced with electric compressors installed after October 1, 1998, and Northern reduces the applicable MID fuel percentages, Northern has the right to file to increase the applicable electric compression commodity rate.

Fuel/Unaccounted-For Exemptions

A. The delivery points listed below are non-contiguous to Northern's system and have no installed measurement. The pipelines who receive the gas accept the aggregated volume measurements from the receipt points on the laterals as the delivery volumes at these points. Thus, there is no fuel or unaccounted-for applicable to these deliveries.

POI Number	POINT NAME
305	Ship Shoal 65
316	South Marsh 127 SS
322	High Island 555
376	West Cameron 204
427	West Cameron 192
503	West Cameron 277
1693	West Cameron 342
2047	Ship Shoal 72
2055	Transco CTGS/Station # 30
2340	Eugene Island 342-TTT
5420	CTGS/Transco to NGPL-Wharton
8293	CTGS/Valero Markham Plant
12751	Markham Channel Transco
18023	Brazos A47/SS
26100	CTGS/UTTCO
26104	CTGS/Valero Wharton
26105	CTGS/Exxon Wharton
26107	CTGS/Dow Wharton
71408	NNG/HPL Lamar Interconnect
71409	Panda/Paris Power
78997	Tres Palaciou Storage

B. Deliveries to MIDs 1 through 7 from the following Section 2 receipt points are exempt from Section 2 Mainline Fuel.

POI Number	POINT NAME
150	Southern Star Central/NNG Barton
179	ANR/NNG Greensburg
475	ONEOK WesTex/Carson
60667	NNG/TW Gray
61491	Eagle Rock Canadian Plant
71214	KMIGT Pony Express Tascott
71363	NNG/Birgham Hemphill
71394	BP Hemphill Plant-Hemphill Co.
71432	Kansas Gas/NNG Rice County ITE
78441	Cheyenne Plains Interconnect/Kiowa County, KS
78643	Enbridge - Pampa Interconnect

C. Receipts from MIDs 1 through 7 to the following Section 2 delivery points are exempt from Section 2 Mainline Fuel.

POI Number	POINT NAME
475	ONEOK WesTex/NNG Carson
4891	WTG-Lark
55610	Mid-States Energy
60667	NNG/TW Gray
35402	Damson Crawford
35706	Phillips/NNG Carson
56111	Cabot/NNG Bryan

Fuel/Unaccounted-For Exemptions

D. Deliveries scheduled to the following delivery points from the following receipt points, which are non-contiguous to Northern's system and do not involve use of compression on Northern's system, are exempt from Section 3 Mainline Fuel. The exemption is applicable only to these combinations of receipt and delivery points.

Receipt POI Number	POINT NAME	Delivery POI Number	POINT NAME
59265	NBPL/NNG Westbrook	57260	Westbrook TBS #1
59265	NBPL/NNG Westbrook	61608	Slayton TBS #1
57398	NBPL/NNG Ivanhoe	55888	Ivanhoe TBS #1
59264	NBPL/NNG Milbank	57150	Milbank TBS #1
59264	NBPL/NNG Milbank	57764	Ortonville TBS #1
57399	NBPL/NNG Webster	55936	Webster TBS #1
57582	NBPL/NNG Valve #51 Ledyard	57581	Armstrong TBS
57582	NBPL/NNG Valve #51 Ledyard	57580	Ledyard/Swea City TBS

E. Deliveries scheduled to the following delivery point from the following receipt point, which are non-contiguous to Northern's system and do not involve use of compression on Northern's system, are exempt from Section 2 Mainline Fuel. The exemption is applicable only to this combination of receipt and delivery points.

Receipt POI Number	POINT NAME	Delivery POI Number	POINT NAME
78886	Jayhawk Lateral - West End	78856	BP Jayhawk Plant

F. Account balance transfers between the following Field Area deferred delivery points, which are located in Fuel Section 1, shall be charged Mainline Fuel and UAF only once. The exemption is applicable only to the transfer between the deferred delivery points listed below.

Deferred Delivery POI Number	POINT NAME	Deferred Delivery POI Number	POINT NAME
62996	MWP/Hockley Deferred Delivery	62998	Pinnacle Lea Deferred Delivery

G. For Beaver incidental compression service, fuel charged shall be the actual fuel consumed in providing service.

R A T E S C H E D U L E S F D D, P D D , I D D & S M S

Rate Schedule FDD

Maximum Reservation Fee	1.7140	1/
Maximum Capacity Fee	0.3567	1/
Injection Charge - Firm	0.0149	
Withdrawal Charge - Firm	0.0149	
Annual Rollover Fee	0.3567	1/

Rate Schedule PDD

Maximum Capacity Fee	0.3567	1/
Maximum Monthly Inventory Charge	0.0887	1/
Injection Charge	0.0149	
Withdrawal Charge	0.0149	
Annual Rollover Fee	0.3567	1/

Rate Schedule IDD

Maximum Monthly Inventory Charge	0.0887	1/
Injection Charge	0.0149	
Withdrawal Charge	0.0149	
Annual Rollover Fee	0.3567	1/

Rate Schedule SMS

Reservation Fee	2.1800
Commodity Rate	0.0208

1/ Minimum Rate is zero.

R A T E S C H E D U L E S F D D, P D D , I D D & S M S

Rate Schedule FDD

Maximum Reservation Fee	1.4710	1/
Maximum Capacity Fee	0.3062	1/
Injection Charge - Firm	0.0128	
Withdrawal Charge - Firm	0.0128	
Annual Rollover Fee	0.3062	1/

Rate Schedule PDD

Maximum Capacity Fee	0.3062	1/
Maximum Monthly Inventory Charge	0.0761	1/
Injection Charge	0.0128	
Withdrawal Charge	0.0128	

Rate Schedule IDD

Maximum Monthly Inventory Charge	0.0761	1/
Injection Charge	0.0128	
Withdrawal Charge	0.0128	
Annual Rollover Fee	0.3062	1/

Rate Schedule SMS

Reservation Fee	1.7500
Commodity Rate	0.0145

1/ Minimum Rate is zero.

Rate Schedule FDD
2008 Market-Based Rate Expansion

Rate Schedule FDD 100% Load Factor Shipper	Reservation Fee	Capacity Fee	Injection Charge Firm	Withdrawal Charge Firm
Cascade Municipal Utilities 1.50	3.5319	0.7351	MAX	MAX
City of Remsen, Iowa 1.50	3.5319	0.7351	MAX	MAX
City of West Bend, Iowa 1.50	3.5319	0.7351	MAX	MAX
Woodbine Municipal Natural Gas Systems 1.50	3.5319	0.7351	MAX	MAX
Preston Municipal Natural Gas Department 1.50	3.5319	0.7351	MAX	MAX
City of Whittemore 1.50	3.5319	0.7351	MAX	MAX
City of Rolfe, Iowa 1.50	3.5319	0.7351	MAX	MAX
City of Scribner 1.50	3.5319	0.7351	MAX	MAX
City of Round Lake, MN 1.50	3.5319	0.7351	MAX	MAX
Consumers Energy Cooperative 1.50	3.5319	0.7351	MAX	MAX
City of Fairbank 1.50	3.5319	0.7351	MAX	MAX
Wall Lake Municipal Gas 1.50	3.5319	0.7351	MAX	MAX
Aquila, Inc. 1.41	3.3157	0.6901	MAX	MAX
Minnesota Energy Resources Corporation 1.41	3.3157	0.6901	MAX	MAX
Northern States Power - Generation 1.30	3.0514	0.6351	MAX	MAX
Southwestern Public Service Co. 1.30	3.0514	0.6351	MAX	MAX

R A T E S C H E D U L E V F T

B A S E R A T E S

	Market Area 1/ 2/				Field Area 1/ 3/	
		Winter		Summer	Winter	Summer
Maximum Base Rates: 5/ Load Factor:	TF12 Base	TF12 Variable	TF5/ TFX	TF/TFX	TFF/TFX	TFF/TFX
>95%-100%	$0.379	$0.502	$0.546	$0.226	$0.362	$0.214
>90%-95%	$0.398	$0.527	$0.573	$0.236	$0.380	$0.224
>85%-90%	$0.419	$0.556	$0.604	$0.248	$0.400	$0.235
>80%-85%	$0.442	$0.587	$0.638	$0.261	$0.422	$0.248
>75%-80%	$0.469	$0.623	$0.677	$0.276	$0.448	$0.262
>70%-75%	$0.498	$0.663	$0.722	$0.292	$0.477	$0.278
>65%-70%	$0.533	$0.710	$0.773	$0.311	$0.510	$0.296
>60%-65%	$0.573	$0.764	$0.832	$0.333	$0.548	$0.318
>55%-60%	$0.620	$0.828	$0.901	$0.359	$0.593	$0.343
>50%-55%	$0.675	$0.903	$0.984	$0.390	$0.647	$0.372
>45%-50%	$0.743	$0.995	$1.084	$0.428	$0.712	$0.409
>40%-45%	$0.826	$1.108	$1.207	$0.474	$0.792	$0.453
>35%-40%	$0.932	$1.251	$1.364	$0.533	$0.894	$0.510
>30%-35%	$1.070	$1.438	$1.568	$0.610	$1.027	$0.584
>25%-30%	$1.258	$1.693	$1.847	$0.714	$1.208	$0.684
>20%-25%	$1.530	$2.061	$2.250	$0.865	$1.470	$0.830
>15%-20%	$1.957	$2.641	$2.883	$1.103	$1.882	$1.058
>10%-15%	$2.726	$3.683	$4.022	$1.530	$2.622	$1.470
> 5%-10%	$4.521	$6.116	$6.680	$2.527	$4.351	$2.430
> 0%- 5%	$13.495	$18.279	$19.972	$7.512	$12.994	$7.231
Minimum Base Rates:	$0.0210	$0.0210	$0.0210	$0.0210	$0.004	$0.004
Surcharges:						
Carlton Surcharge 4/	$0.0175	$0.0175	$0.0175	$0.0000	$0.000	$0.000
Electric Compression	$0.0001	$0.0001	$0.0001	$0.0001		
Out-of-Balance: 5/						
Maximum	6/	6/	6/	6/	6/	6/
Minimum	$0.0210	$0.0210	$0.0210	$0.0210	$0.004	$0.004

1/ The minimum reservation rate is equal to zero.
2/ Market Area Base Rates derived from the quotient of the current Market Area Winter/Summer monthly Firm Rates divided by 30.4 divided by the middle percentage of each load factor band plus Market Area Commodity, ACA of $0.0019 and Market Area Electric Compression charge of $0.0001.
3/ Field Area Base Rates derived from the quotient of the current Field Area Winter/Summer monthly Firm Rates divided by 30.4 divided by the middle percentage of each load factor band plus commodity rate of $0.0163 per 100 miles adjusted for average miles of 226. ACA rate of $0.0019 and Field Area Electric Compression charge of $0.0000 are applied after mileage has been considered. Minimum Rate excludes ACA and Surcharges.
4/ Applicable to Market Area shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996. Winter Season Only.
5/ To the extent a Shipper's underlying contract entitlement has TF12 Base, TF12 Variable, TF5 and/or TFX, the Maximum Base Rate shall be based on a weighted average rate of its MDQ.
6/ The Out-of-Balance rate will equal the applicable Load Factor rate shown under Maximum Base Rates above.

Sheet Nos. 57 through 58 are Reserved for Future Use

MILEAGE INDICATOR DISTRICTS (dollars per MMBtu)

RECEIPT DISTRICT		DELIVERY DISTRICT 1	2	3	4	5	6	7	7B	8	9
	TI Apr-Oct	0.0367	0.0858	0.1778	0.2519	0.2832	0.2019	0.2305	0.3009	0.5386	0.4645
1	TI Nov-Mar	0.0638	0.1512	0.3147	0.4465	0.5021	0.3576	0.4084	0.5352	0.9563	0.8245
	TF	0.0067	0.0134	0.0259	0.0361	0.0403	0.0292	0.0331	0.0411	0.0752	0.0651
	TI Apr-Oct	0.0430	0.0082	0.0653	0.1734	0.2243	0.1492	0.1876	0.2581	0.4805	0.4082
2	TI Nov-Mar	0.0749	0.0130	0.1146	0.3068	0.3973	0.2639	0.3322	0.4589	0.8531	0.7244
	TF	0.0075	0.0028	0.0106	0.0253	0.0323	0.0220	0.0273	0.0353	0.0673	0.0574
	TI Apr-Oct	0.2787	0.1814	0.0483	0.0564	0.2457	0.1528	0.1144	0.1849	0.5047	0.4314
3	TI Nov-Mar	0.4942	0.3211	0.0845	0.0988	0.4354	0.2703	0.2020	0.3287	0.8959	0.7657
	TF	0.0397	0.0264	0.0082	0.0093	0.0352	0.0225	0.0173	0.0253	0.0706	0.0606
	TI Apr-Oct	0.2689	0.2394	0.1698	0.0421	0.1492	0.1028	0.1600	0.2304	0.4609	0.3859
4	TI Nov-Mar	0.4767	0.4243	0.3004	0.0734	0.2639	0.1813	0.2830	0.4097	0.8181	0.6847
	TF	0.0384	0.0344	0.0248	0.0074	0.0220	0.0157	0.0235	0.0315	0.0646	0.0544
	TI Apr-Oct	0.2466	0.2225	0.1751	0.1573	0.0260	0.0698	0.1242	0.1947	0.4368	0.3627
5	TI Nov-Mar	0.4370	0.3941	0.3100	0.2782	0.0448	0.1226	0.2195	0.3462	0.7753	0.6435
	TF	0.0353	0.0320	0.0256	0.0231	0.0052	0.0112	0.0186	0.0266	0.0613	0.0512
	TI Apr-Oct	0.1573	0.1260	0.0466	0.0689	0.0939	0.0617	0.0724	0.1429	0.4038	0.2957
6	TI Nov-Mar	0.2782	0.2226	0.0813	0.1210	0.1655	0.1083	0.1274	0.2541	0.7165	0.5244
	TF	0.0231	0.0189	0.0080	0.0111	0.0145	0.0101	0.0115	0.0195	0.0568	0.0420
	TI Apr-Oct	0.2698	0.2350	0.2252	0.1787	0.1912	0.1135	0.0912	0.1616	0.2591	0.1841
7	TI Nov-Mar	0.4783	0.4164	0.3989	0.3163	0.3386	0.2004	0.1607	0.2874	0.4592	0.3259
	TF	0.0385	0.0337	0.0324	0.0261	0.0278	0.0172	0.0141	0.0221	0.0370	0.0268
	TI Apr-Oct	0.2698	0.2350	0.2252	0.1787	0.1912	0.1135	0.0912	0.0000	0.2591	0.1841
7B	TI Nov-Mar	0.4783	0.4164	0.3989	0.3163	0.3386	0.2004	0.1607	0.0000	0.4592	0.3259
	TF	0.0385	0.0337	0.0324	0.0261	0.0278	0.0172	0.0141	0.0000	0.0370	0.0268
	TI Apr-Oct	0.5386	0.5100	0.4716	0.4654	0.4609	0.3725	0.3859	0.3045	0.0090	0.1868
8	TI Nov-Mar	0.9563	0.9055	0.8372	0.8261	0.8181	0.6609	0.6847	0.5415	0.0146	0.3306
	TF	0.0752	0.0713	0.0661	0.0652	0.0646	0.0525	0.0544	0.0416	0.0029	0.0272
	TI Apr-Oct	0.4680	0.4359	0.3921	0.3654	0.3127	0.3189	0.2189	0.1375	0.1153	0.0617
9	TI Nov-Mar	0.8308	0.7737	0.6959	0.6482	0.5545	0.5656	0.3878	0.2446	0.2036	0.1083
	TF	0.0656	0.0612	0.0552	0.0516	0.0444	0.0452	0.0315	0.0188	0.0174	0.0101

NOTE: MID 16A represents the 14 county area south of the Market/Field demarcation point.
MID 16B represents the Field/Market demarcation point.
MID 17 represents the Market area.

NOTE: The MID rates include: (1) the appropriate Market Area Commodity rate for deliveries to MID 17; (2) the Annual Charge Adjustment; (3) the applicable Market Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MID 17; (4) the applicable Field Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MIDs 1 - 16A.
In addition, a Carlton surcharge is added when applicable.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-948-000

17 Revised Sheet No. 59A 17 Revised Sheet No. 59A
Superseding: 16 Revised Sheet No. 59A

MILEAGE INDICATOR DISTRICTS (dollars per MMBtu)

RECEIPT DISTRICT		DELIVERY DISTRICT 1	2	3	4	5	6	7	7B	8	9
	TI Apr-Oct	0.4770	0.4931	0.4761	0.4127	0.3439	0.3493	0.2627	0.1813	0.1725	0.1484
10	TI Nov-Mar	0.8467	0.8753	0.8451	0.7324	0.6101	0.6196	0.4656	0.3224	0.3052	0.2623
	TF	0.0668	0.0690	0.0667	0.0580	0.0486	0.0494	0.0375	0.0248	0.0252	0.0219
	TI Apr-Oct	0.4582	0.4234	0.3832	0.3368	0.3314	0.1868	0.2314	0.1500	0.0975	0.1216
11	TI Nov-Mar	0.8134	0.7514	0.6800	0.5974	0.5879	0.3306	0.4100	0.2668	0.1718	0.2147
	TF	0.0642	0.0595	0.0540	0.0477	0.0469	0.0272	0.0333	0.0205	0.0150	0.0182
	TI Apr-Oct	0.4957	0.4609	0.4609	0.3930	0.4198	0.3403	0.2680	0.1866	0.1510	0.1430
12	TI Nov-Mar	0.8801	0.8181	0.8181	0.6974	0.7451	0.6038	0.4751	0.3319	0.2671	0.2528
	TF	0.0694	0.0646	0.0646	0.0553	0.0590	0.0481	0.0383	0.0255	0.0223	0.0212
	TI Apr-Oct	0.4680	0.4672	0.4734	0.4243	0.4252	0.3573	0.2877	0.2063	0.1591	0.1492
13	TI Nov-Mar	0.8308	0.8292	0.8404	0.7530	0.7546	0.6339	0.5101	0.3668	0.2814	0.2639
	TF	0.0656	0.0655	0.0663	0.0596	0.0597	0.0505	0.0409	0.0282	0.0234	0.0220
	TI Apr-Oct	0.5734	0.5984	0.5707	0.5234	0.4841	0.4591	0.3984	0.3170	0.2787	0.2734
14	TI Nov-Mar	1.0182	1.0627	1.0135	0.9293	0.8594	0.8150	0.7070	0.5637	0.4942	0.4847
	TF	0.0800	0.0834	0.0796	0.0731	0.0678	0.0644	0.0561	0.0433	0.0397	0.0390
	TI Apr-Oct	0.7538	0.7226	0.7109	0.6404	0.6234	0.6047	0.5368	0.4554	0.4100	0.4020
15	TI Nov-Mar	1.3390	1.2834	1.2628	1.1373	1.1071	1.0738	0.9531	0.8099	0.7276	0.7133
	TF	0.1046	0.1004	0.0988	0.0891	0.0868	0.0843	0.0750	0.0622	0.0577	0.0566
	TI Apr-Oct	0.6136	0.5743	0.6011	0.4975	0.5359	0.4225	0.3796	0.2983	0.2627	0.2573
16A	TI Nov-Mar	1.0897	1.0198	1.0674	0.8832	0.9515	0.7498	0.6736	0.5304	0.4656	0.4561
	TF	0.0855	0.0801	0.0838	0.0696	0.0749	0.0594	0.0535	0.0407	0.0375	0.0368
	TI Apr-Oct	0.6895	0.6216	0.6279	0.6163	0.5886	0.5707	0.4154	0.3340	0.3332	0.3287
16B	TI Nov-Mar	1.2247	1.1040	1.1151	1.0944	1.0452	1.0135	0.7371	0.5939	0.5910	0.5831
	TF	0.0958	0.0866	0.0874	0.0858	0.0821	0.0796	0.0584	0.0456	0.0472	0.0466
	TI Apr-Oct	1.0092	0.9735	0.8494	0.8815	0.8636	0.8297	0.7618	0.6805	0.6538	0.6484
17	TI Nov-Mar	1.7932	1.7296	1.5089	1.5661	1.5343	1.4740	1.3533	1.2101	1.1611	1.1516
	TF	0.1395	0.1346	0.1177	0.1221	0.1196	0.1150	0.1057	0.0930	0.0910	0.0902

NOTE: MID 16A represents the 14 county area south of the Market/Field demarcation point.
MID 16B represents the Field/Market demarcation point.
MID 17 represents the Market area.

NOTE: The MID rates include: (1) the appropriate Market Area Commodity rate for deliveries to MID 17; (2) the Annual Charge Adjustment; (3) the applicable Market Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MID 17; (4) the applicable Field Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MIDs 1 - 16A.
In addition, a Carlton surcharge is added when applicable.

MILEAGE INDICATOR DISTRICTS (dollars per MMBtu)

RECEIPT DISTRICT		DELIVERY DISTRICT 10	11	12	13	14	15	16A	16B	17
	TI Apr-Oct	0.5493	0.4439	0.4984	0.5413	0.6181	0.6583	0.6145	0.6876	0.9403
1	TI Nov-Mar	0.9753	0.7880	0.8848	0.9611	1.0976	1.1691	1.0913	1.2228	1.8334
	TF	0.0767	0.0623	0.0697	0.0756	0.0861	0.0916	0.0856	0.0939	0.1323
	TI Apr-Oct	0.4770	0.3948	0.4404	0.4788	0.5565	0.6574	0.5591	0.6197	0.8724
2	TI Nov-Mar	0.8467	0.7006	0.7816	0.8499	0.9880	1.1675	0.9928	1.1021	1.7127
	TF	0.0668	0.0556	0.0618	0.0670	0.0777	0.0914	0.0780	0.0847	0.1231
	TI Apr-Oct	0.4922	0.4216	0.4663	0.5056	0.6029	0.6833	0.5127	0.6260	0.8787
3	TI Nov-Mar	0.8737	0.7483	0.8277	0.8975	1.0706	1.2135	0.9102	1.1132	1.7238
	TF	0.0689	0.0592	0.0653	0.0707	0.0840	0.0950	0.0717	0.0855	0.1239
	TI Apr-Oct	0.4279	0.3743	0.4198	0.4582	0.5404	0.6368	0.5270	0.6144	0.8671
4	TI Nov-Mar	0.7594	0.6641	0.7451	0.8134	0.9595	1.1310	0.9356	1.0925	1.7031
	TF	0.0601	0.0528	0.0590	0.0642	0.0755	0.0886	0.0736	0.0839	0.1223
	TI Apr-Oct	0.4511	0.3511	0.3966	0.4350	0.4770	0.6002	0.5359	0.5867	0.8394
5	TI Nov-Mar	0.8007	0.6228	0.7038	0.7721	0.8467	1.0659	0.9515	1.0433	1.6539
	TF	0.0633	0.0496	0.0558	0.0611	0.0668	0.0836	0.0749	0.0802	0.1186
	TI Apr-Oct	0.4100	0.3171	0.3636	0.4020	0.4814	0.5931	0.4770	0.5688	0.8215
6	TI Nov-Mar	0.7276	0.5625	0.6450	0.7133	0.8547	1.0532	0.8467	1.0116	1.6222
	TF	0.0577	0.0450	0.0513	0.0566	0.0674	0.0827	0.0668	0.0777	0.1161
	TI Apr-Oct	0.2689	0.1734	0.2180	0.2573	0.3386	0.5225	0.3350	0.4135	0.6662
7	TI Nov-Mar	0.4767	0.3068	0.3862	0.4561	0.6006	0.9277	0.5942	0.7352	1.3458
	TF	0.0384	0.0253	0.0314	0.0368	0.0479	0.0730	0.0474	0.0565	0.0949
	TI Apr-Oct	0.2689	0.1734	0.2180	0.2573	0.3386	0.5225	0.3350	0.4135	0.6662
7B	TI Nov-Mar	0.4767	0.3068	0.3862	0.4561	0.6006	0.9277	0.5942	0.7352	1.3458
	TF	0.0384	0.0253	0.0314	0.0368	0.0479	0.0730	0.0474	0.0565	0.0949
	TI Apr-Oct	0.1966	0.1180	0.1501	0.1894	0.2644	0.3984	0.2519	0.3313	0.5840
8	TI Nov-Mar	0.3481	0.2083	0.2655	0.3354	0.4688	0.7070	0.4465	0.5891	1.1997
	TF	0.0285	0.0178	0.0222	0.0275	0.0378	0.0561	0.0361	0.0453	0.0837
	TI Apr-Oct	0.1528	0.0698	0.1492	0.1519	0.2385	0.3645	0.2671	0.3268	0.5795
9	TI Nov-Mar	0.2703	0.1226	0.2639	0.2687	0.4227	0.6466	0.4735	0.5812	1.1918
	TF	0.0225	0.0112	0.0220	0.0224	0.0342	0.0514	0.0381	0.0447	0.0831

NOTE: MID 16A represents the 14 county area south of the Market/Field demarcation point.
MID 16B represents the Field/Market demarcation point.
MID 17 represents the Market area.

NOTE: The MID rates include: (1) the appropriate Market Area Commodity rate for deliveries to MID 17; (2) the Annual Charge Adjustment; (3) the applicable Market Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MID 17; (4) the applicable Field Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MIDs 1 - 16A.
In addition, a Carlton surcharge is added when applicable.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-354-000

18 Revised Sheet No. 60A 18 Revised Sheet No. 60A
Superseding: 17 Revised Sheet No. 60A

MILEAGE INDICATOR DISTRICTS (dollars per MMBtu)

RECEIPT DISTRICT		DELIVERY DISTRICT 10	11	12	13	14	15	16A	16B	17
	TI Apr-Oct	0.0126	0.0457	0.1332	0.1698	0.2502	0.3466	0.2064	0.3251	0.5778
10	TI Nov-Mar	0.0210	0.0797	0.2353	0.3004	0.4434	0.6149	0.3656	0.5780	1.1886
	TF	0.0034	0.0079	0.0198	0.0248	0.0358	0.0490	0.0298	0.0444	0.0828
	TI Apr-Oct	0.0975	0.0233	0.0412	0.1117	0.1894	0.3064	0.1609	0.2438	0.4965
11	TI Nov-Mar	0.1718	0.0400	0.0718	0.1972	0.3354	0.5434	0.2846	0.4335	1.0441
	TF	0.0150	0.0048	0.0073	0.0169	0.0275	0.0435	0.0236	0.0333	0.0717
	TI Apr-Oct	0.1510	0.0751	0.0912	0.1385	0.2278	0.3252	0.2189	0.3045	0.5572
12	TI Nov-Mar	0.2671	0.1321	0.1607	0.2449	0.4037	0.5768	0.3878	0.5415	1.1521
	TF	0.0223	0.0119	0.0141	0.0206	0.0328	0.0461	0.0315	0.0416	0.0800
	TI Apr-Oct	0.1975	0.0778	0.1135	0.0519	0.1126	0.2403	0.0921	0.1759	0.4286
13	TI Nov-Mar	0.3497	0.1369	0.2004	0.0908	0.1988	0.4259	0.1623	0.3128	0.9234
	TF	0.0286	0.0123	0.0172	0.0087	0.0170	0.0345	0.0142	0.0240	0.0624
	TI Apr-Oct	0.1742	0.1957	0.2439	0.0778	0.0233	0.3073	0.1734	0.2616	0.5143
14	TI Nov-Mar	0.3084	0.3465	0.4322	0.1369	0.0400	0.5450	0.3068	0.4653	1.0759
	TF	0.0254	0.0284	0.0350	0.0123	0.0048	0.0436	0.0253	0.0357	0.0741
	TI Apr-Oct	0.3921	0.3153	0.3662	0.2332	0.3189	0.0242	0.1546	0.2340	0.4867
15	TI Nov-Mar	0.6959	0.5593	0.6498	0.4132	0.5656	0.0416	0.2734	0.4161	1.0267
	TF	0.0552	0.0447	0.0517	0.0335	0.0452	0.0050	0.0228	0.0320	0.0704
	TI Apr-Oct	0.2975	0.1725	0.2216	0.0921	0.1769	0.1484	0.0171	0.0839	0.3366
16A	TI Nov-Mar	0.5275	0.3052	0.3925	0.1623	0.3131	0.2623	0.0289	0.1493	0.7599
	TF	0.0423	0.0252	0.0319	0.0142	0.0258	0.0219	0.0040	0.0115	0.0499
	TI Apr-Oct	0.3270	0.2457	0.3064	0.1778	0.2635	0.2359	0.0858	0.0000	0.2527
16B	TI Nov-Mar	0.5799	0.4354	0.5434	0.3147	0.4672	0.4180	0.1512	0.0000	0.6106
	TF	0.0463	0.0352	0.0435	0.0259	0.0376	0.0339	0.0134	0.0000	0.0384
	TI Apr-Oct	0.6583	0.5627	0.6127	0.4654	0.3323	0.3421	0.2627	0.3751	0.2527
17	TI Nov-Mar	1.1691	0.9992	1.0881	0.8261	0.5895	0.6069	0.4656	0.6670	0.6106
	TF	0.0916	0.0785	0.0853	0.0652	0.0470	0.0484	0.0375	0.0512	0.0384

NOTE: MID 16A represents the 14 county area south of the Market/Field demarcation point.
MID 16B represents the Field/Market demarcation point.
MID 17 represents the Market area.

NOTE: The MID rates include: (1) the appropriate Market Area Commodity rate for deliveries to MID 17; (2) the Annual Charge Adjustment; (3) the applicable Market Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MID 17; (4) the applicable Field Area Electric Compression surcharge as set forth on Sheet Nos. 50 through 52 for deliveries to MIDs 1 - 16A.
In addition, a Carlton surcharge is added when applicable.

MILEAGE INDICATOR DISTRICTS FUEL PERCENTAGES

RECEIPT DISTRICT		DELIVERY DISTRICT 1	2	3	4	5	6	7	7B	8
1	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.95%	1.83%
2	ML Fuel	0.00%	0.00%	0.79%	0.79%	0.00%	0.00%	0.79%	0.95%	1.83%
3	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.95%	1.83%
4	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.00%	0.79%	0.79%	0.95%	1.83%
5	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.00%	0.79%	0.79%	0.95%	1.83%
6	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.95%	1.83%
7	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.95%	1.83%
7B	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.00%	0.88%
8	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
9	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
10	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
11	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
12	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
13	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
14	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
15	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
16A	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.04%	0.88%
16B	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.00%	0.88%
17	ML Fuel	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.79%	0.00%	0.88%

Note:ML Fuel percentages include the unaccounted-for percent as set forth on Sheet No. 54.

Northern will adjust its fuel percentages in accordance with Section 53 of the General Terms and Conditions of this Tariff.

In recognition of all to-and-through transactions where gas is nominated and scheduled for delivery first to the Bushton inlet at POI 1708 in MID 16A and then subsequently delivered to other delivery points on Northern's system, the UAF percent will be zero on deliveries to the Bushton inlet (POI 1708); and the fuel will be zero from the Bushton outlet (POI 1707) to MID 16B.

MILEAGE INDICATOR DISTRICTS FUEL PERCENTAGES

RECEIPT DISTRICT		DELIVERY DISTRICT 9	10	11	12	13	14	15	16A	16B	17
1	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
2	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
3	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
4	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
5	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
6	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
7	ML Fuel	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.99%	2.26%
7B	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
8	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
9	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
10	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
11	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
12	ML Fuel	0.88%	0.88%	0.88%	0.00%	0.88%	0.00%	0.88%	0.88%	1.04%	1.31%
13	ML Fuel	0.88%	0.88%	0.88%	0.00%	0.88%	0.00%	0.88%	0.88%	1.04%	1.31%
14	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
15	ML Fuel	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	0.88%	1.04%	1.31%
16A	ML Fuel	0.88%	0.88%	0.88%	0.00%	0.00%	0.00%	0.00%	0.00%	1.04%	1.31%
16B	ML Fuel	0.88%	0.88%	0.88%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.27%
17	ML Fuel	0.88%	0.88%	0.88%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.27%

Note:ML Fuel percentages include the unaccounted-for percent as set forth on Sheet No. 54.

Northern will adjust its fuel percentages in accordance with Section 53 of the General Terms and Conditions of this Tariff.

In recognition of all to-and-through transactions where gas is nominated and scheduled for delivery first to the Bushton inlet at POI 1708 in MID 16A and then subsequently delivered to other delivery points on Northern's system, the UAF percent will be zero on deliveries to the Bushton inlet (POI 1708); and the fuel will be zero from the Bushton outlet (POI 1707) to MID 16B.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

THIS SHEET CONTAINS A MAP

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Otter Creek Ethanol, LLC	TFX	5/	3/	5,500	NBPL/NNG Welcome	Otter Creek Ethanol, LLC
Hawkeye Renewables, LLC	TFX	6/	3/	8,400	NBPL/NNG Ventura Ogden Deferred Delivery	Iowa Falls Ethanol Plant Ogden Deferred Delivery
Frontier Ethanol, LLC Ethanol	TFX	7/		5,700	NBPL/NNG Ventura	Frontier Plant
Merrick's, Inc. Deferred	TFX	8/		700	NBPL/NNG Ventura	Merrick's TBS Ventura Delivery
Hawkeye Renewables, LLC	TFX	9/	3/	9,000	NBPL/NNG Ventura Ventura Pool Ventura Deferred Delivery Ogden Deferred Delivery	Hawkeye Renewables
Valero Renewable Fuels Company, LLC Contract 111851	TFX	10/		9,400	NBPL/NNG Ventura	US Bio Albert City
Tenaska Gas Storage, LLC 11/	PDD	12/	3/	1,000,000	Demarc Deferred	Demarc Deferred
Wisconsin Power and Light Company	TFX	14/	3/	8,000	NNG/ANR Rio Ventura	Zone D - WP&L
Prairie Ethanol, LLC	TFX	15/		6,000	NBPL/NNG Ventura NBPL/NNG Welcome	Zone ABC - Northwestern
Minnesota Energy	TFX	17/		1,000	NBPL/NNG Marshall	Buffalo Lake TBS #1
Siouxland Ethanol, LLC Contract 112202	TFX	21/		4,500	NBPL/NNG Ventura NNG Demarcation Ogden Deferred Delivery	Siouxland TBS Dakota City #3 Ogden Deferred Delivery

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Verasun Charles City, LLC	TFX	23/		10,000	NBPL/NNG Ventura NNG Demarcation Ogden Deferred Delivery	Verasun Charles City Ogden Deferred Delivery
Agri-Waste Energy, Inc. Contract 113129	TFX	26/		500	Agri-Waste Energy	All Market Area Delivery Points
East Fork Biodiesel, LLC Contract 112744 ABC-MidAmerican	TFX	29/		984	All Market Area Receipt Points	East Fork Biodiesel Zone Homeland Energy Solutions
Verasun Hartley, LLC Contract 113108	TFX	30/		10,000	NBPL/NNG Ventura	Verasun Hartley Ethanol
City of Waukee Contract 113373	TFX	31/		2,105	NBPL/NNG Ventura NNG Demarcation	Zone ABC City of Waukee
Connect Energy Services, LLC Contract 111282	TFX	32/		95,000	All Field Area Receipt Points	All Field Area Delivery Points
Superior Ethanol, LLC Contract 112698	TFX	33/		4,600	NBPL/NNG Ventura Ogden Deferred	Superior Ethanol Ogden Deferred
Al-Corn Clean Fuel Contract 114009	TFX	37/		850	All Market Area Receipt Points	All Market Area Delivery Points

Effective Date: 02/03/2010 Status: Effective
FERC Docket: RP10-358-000

23 Revised Sheet No. 66B 23 Revised Sheet No. 66B
Superseding: 22 Revised Sheet No. 66B

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Verasun Dyersville, LLC Contract 113808	TF	46/		8,624	All Market Area Receipt Points	All Market Area Delivery Points

Effective Date: 02/15/2009 Status: Effective
FERC Docket: RP09-217-000

15 Revised Sheet No. 66C 15 Revised Sheet No. 66C
Superseding: 14 Revised Sheet No. 66C

SHEET NO. 66C IS RESERVED
FOR FUTURE USE

Effective Date: 02/15/2009 Status: Effective
FERC Docket: RP09-217-000

15 Revised Sheet No. 66D 15 Revised Sheet No. 66D
Superseding: 14 Revised Sheet No. 66D

SHEET NO. 66D IS RESERVED
FOR FUTURE USE

Third Revised Sheet No. 66E Third Revised Sheet No. 66E
Superseding: Second Revised Sheet No. 66E

SHEET NO. 66E IS RESERVED
FOR FUTURE USE

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Hawkeye Menlo, LLC Contract 113368	TFX	47/		10,000	NBPL/NNG Ventura	Hawkeye Menlo Ethanol
Platinum Ethanol, LLC Contract 113789	TFX	48/		9,500	NBPL/NNG Welcome Ogden Deferred Delivery	Platinum Ethanol Ogden Deferred Delivery
Archer Daniels Midland Company Contract 113380	TF	49/		24,000	All Market Area Receipt Points	Columbus #4 (Minnesota Corn Processor) Cedar Rapids/ Vinton TBS Des Moines #1a Fremont #1 Lincoln #1B Zone ABC - MidAmerican Mankato #1A Marshall #2
Hawkeye Shell Rock, LLC Rock Contract 113737	TFX	50/		10,000	NBPL/NNG Ventura Ogden Deferred Delivery	Hawkeye Shell Ogden Deferred Delivery
Maple River Energy, LLC Contract 113779	TFX	52/		208	All Market Area Receipt Points	All Market Area Delivery Points
Wisconsin Power And Light Company Contract 23478 #1	TFX	53/		3,600	NNG Demarcation	Lake Delton #1 Lake Delton #2 Wisconsin Dells
Northern States Power Company - Wisconsin Contract 114467	TFX	54/		2,800	All Market Area Receipt Points	All Market Area Delivery Points
Quad County Corn Processors Cooperative Contract 113782	TFX	55/		10	All Market Area Receipt Points	All Market Area Delivery Points

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Omaha Public Power District Contract 119669	TFX	77/		10,000	NBPL/NNG Ventura All Market Area Receipt Points	OPPD/Cass County Power Plant Demarc Deferred Delivery MID 17 Pooling Point Ventura Deferred Delivery OPPD Fuel Meter

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Great River Energy Contract 120286	TFX	83/		40,000	All Market Area Receipt Points	Ventura Deferred Delivery GRE Cambridge Power Plant GRE Elk River Plant MID 17 Pooling Point Pleasant Valley Power Plant Ventura Pooling Point Ogden Deferred Delivery NBPL/NNG Ventura Pleasant Valley Deferred Delivery
Mesabi Nugget Delaware, LLC Contract 118911	TFX	84/		9,600	All Market Area Receipt Points	Mesabi Nugget Plant
Cima Energy, LTD Contract 120012	TFX	86/		20,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery
Northwind Resources, LLC Contract 120011	TFX	87/		45,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Tenaska Marketing Ventures Contract 120022	TFX	88/		20,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
National Fuel Marketing Company, LLC Contract 120021	TFX	89/		10,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Enserco Energy Inc. Contract 120397	TFX	90/		5,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Wisconsin Gas, LLC Contract 118499	TFX	91/		1,300	GRLKS/NNG Carlton	Zone EF - Wisconsin Gas for ultimate Redelivery to Grantsburg TBS #1
Cima Energy, LTD Contract 120601	TFX	92/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Northwind Resources LLC Contract 120602	TFX	93/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Macquarie Cook Energy, LLC Contract 120603	TFX	94/		50,000	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Marketing Ventures Contract 120608	TFX	95/		160,317	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Gas Storage, LLC Contract 110597/801930	PDD	96/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Mieco Inc. Contract 120238/801936	PDD	97/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Macquarie Energy LLC Contract 111338/801938	PDD	98/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Concord Energy, LLC Contract 110603/801940	PDD	99/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
BP Energy Marketing Corp.	PDD	100/		1,000,000	All Storage Points	All Storage Points

	(as shown on Sheet No. 142C)	(as shown on Sheet No. 142C)

1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable form of service agreement set forth in Northern's FERC Gas Tariff.

3/ The rate stated in the Negotiated Rate column is exclusive of all surcharges.

5/ For the period 02/01/2004 until 01/31/2014, Shipper shall pay a base reservation fee equal to maximum rates provided in Northern's FERC Gas Tariff as revised from time to time, plus $0.02/MMBtu/d.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. The above rate(s) include the applicable Annual Charge Adjustment.

6/ For the period 10/01/2004 until 09/30/2014, for 4,175 Dth/day, Shipper shall pay a base reservation fee equal to an annual average rate of $0.3393/Dth/day allocated between summer and winter. This rate included all current and future reservation surcharges.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time, and all FERC approved commodity surcharges. These rates include the applicable Annual Charge Adjustment and electric compression charges.

7/ For the period 4/1/2006 until 3/31/2016, Shipper shall pay a total monthly reservation charge equal to $0.3700/Dth multiplied by the contract MDQ multiplied by 30.4.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the current applicable Annual Charge Adjustment and electric compression charges.

8/ For the period 11/1/2004 through 10/31/2014, Shipper shall pay a base reservation rate equal to an annual average rate of $0.3393/DTH/day allocated between summer and winter. This rate includes all current and future reservation surcharges.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time, and all FERC approved commodity surcharges. These rates(s) include the current applicable Annual Charge Adjustment and any electric compression charges.

9/ For the period 04/01/2006 through 03/31/2016, Shipper shall pay a total monthly reservation charge equal to $0.3700/Dth/day. This rate includes all current and future reservation surcharges.

In addition, Shipper shall pay (i) a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges; (ii) the FERC approved Carlton Commodity Surcharge; and (iii) all FERC approved commodity surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

10/ For the period 10/01/2006 through 09/30/2016 for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.3600/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

11/ As noted on Tariff Sheet Nos. 80, 80A or 80B this contract is also a non-conforming agreement.

12/ For the period 12/1/2008 through 12/31/2009, the transaction charges shall be as follows: (a) December 2008 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation multiplied by the Contract Total Quantity, minus (b) December 2009 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation multiplied by Contract Total Quantity, Plus (c) $.461 multiplied by Contract Total Quantity.

14/ For the period beginning with the in-service date of the facilities and continuing for five (5) years,
Shipper shall pay a monthly firm reservation charge equal to the MDQ multiplied by $0.3803/Dth/Day multiplied by 30.4, plus the maximum commodity rate as specified in Northern's Tariff, as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

15/ For the period 11/01/2006 until 10/31/2016 Shipper shall pay a monthly firm reservation charge equal to the MDQ multiplied by $0.363/Dth/day multiplied by 30.4. In addition, Shipper shall pay the maximum commodity rate as specified in Northern's Tariff, as amended from time to time, for all volumes delivered; plus all current and future applicable surcharges. In addition, Shipper shall pay fuel use and unaccounted for and electric compression charges in accordance with Northern's FERC Gas Tariff.

The rate is applicable from any Market Area receipt point for deliveries to the Ethanol Plant Primary Delivery Point. If on any day Shipper uses any of the entitlement identified in this Agreement at any other delivery point, the rate will not be applicable. If this entitlement is used at any other delivery point during one day of a month, the contract rate for the month for such volume used at any other delivery point shall be the maximum TFX tariff rate for the month multiplied by 2.

17/ For the contract MDQ, Shipper shall pay an annual average reservation charge equal to $0.4845/Dth/Day allocated between winter and summer as agreed to by the parties. In addition Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

21/ For the period 3/01/2007 until 01/31/2017, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.3367/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electronic compression charges. In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

23/ For the period 4/1/2007 through 4/30/2017, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.3366/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rates, Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

26/ For the period 06/01/2007 through 05/31/2009, for the contract MDQ, Shipper shall pay a monthly reservation charge equal to $0.6000/Dth multiplied by the contract MDQ multiplied by 30.4 (except that in the first and last months the rates shall be multiplied by the applicable number of days in the month of service).

For the period 06/01/2009 through 05/31/2017, for the contract MDQ, Shipper shall pay a monthly reservation charge equal to $1.2447/Dth multiplied by the contract MDQ multiplied by 30.4 (except that in the first and last months the rates shall be multiplied by the applicable number of days in the month of service).

In addition to the above rates, Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

29/ For the period 11/1/2007 through 10/31/2022, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.5080/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rates, Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

30/ For the period 11/1/2007 through 10/31/2019, Shipper shall pay a monthly reservation charge equal to $0.3465/Dth/day multiplied by the contract MDQ multiplied by 30.4.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay all FERC approved surcharges that are effective after the effective date of this Amendment and applicable to the service provided hereunder.

31/ For the period 11/1/2007 through 10/31/2012, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.5634/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rates, Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

32/ For the period 11/1/2009 through 10/31/2010, for the contract MDQ, Shipper shall pay a total monthly reservation rate equal to the annual average maximum rate (currently $0.2401/Dth/day) multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff. These rates include the applicable Annual Charge Adjustment and electric compression charges.

For the period 11/01/2009 through 03/31/2010, Shipper shall pay an overrun rate for total deliveries up to 8,000/DTH/Day at NNG FIELD/MKT DEMARCATION-16B (POI #37654) equal to: (i) $0.3684/DTH/day for receipts from PVR SPEARMAN RESIDUE (POI #78924); and/or (ii) $0.3573/DTH/day for receipts from CONNECT/NNG C LINE (POI #1309).

For the period 04/01/2010 through 10/31/2010, Shipper shall pay an overrun rate for total deliveries up to 8,000/DTH/day at NNG FIELD/MKT DEMARCATION-16B (POI #37654) equal to: (i) $0.2244/DTH/day for receipts from PVR SPEARMAN RESIDUE (POI #78924); and/or (ii) $0.2133/DTH/day for receipts from CONNECT/NNG C LINE (POI) #1309).

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

33/ For the period 11/1/2007 through 10/31/2017, Shipper shall pay a total monthly reservation charge equal to $0.4329/Dth/day multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

37/ For the period 04/01/2008 through 03/31/2018, for the contract MDQ, Shipper shall pay a total monthly reservation rate equal to $0.3367/DTH multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

The negotiated rate stated above is applicable to all receipt and delivery points in Northern's Market Area; provided, however, if the negotiated rate stated herein becomes less than the annual average of the maximum rates set forth in Northern's FERC Gas Tariff, such rate would be applicable only to the receipt and delivery points listed below. In such event, if any other points are used either on a primary or alternate basis, the negotiated rate will not be applicable and the annual average of the applicable maximum rate will apply for the entire contract during the month that any points not listed are used.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

SHEET NO. 66B.06 IS RESERVED FOR FUTURE USE

46/ Shipper shall pay Northern's maximum reservation rates plus $0.0606/Dth/day beginning 06/01/2008 and such rate shall extend for a five year period.

In addition to the above rate(s), Shipper shall pay a commodity rate equal to the maximum rates provided in Northern's FERC Gas Tariff. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

The negotiated rate is amended for the period 9/01/2008 through 05/31/2012 to increase the negotiated rate by $0.0788/Dth/day.

47/ For the period 07/01/2008 through 06/30/2018, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.7207/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the minimum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

48/ For the period 07/01/2008 through 07/15/2008, for the contract MDQ, Shipper shall pay a base reservation rate equal to $0.0000/DTH/day, and a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff. These rates include the applicable Annual Charge Adjustment and electric compression charges.

For the period 07/16/2008 through 08/31/2018, for the contract MDQ, Shipper shall pay a total monthly reservation rate equal to $0.4583/DTH multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

For the period 07/16/2008 through 08/31/2008, the contract MDQ shall be 0 DTH/day.

For the month of September 2008, Shipper shall pay an additional reservation charge equal to a one-time total of $202,915.00.

In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

49/ For the period 03/01/2009 through 10/31/2018, Shipper shall pay a base reservation rate equal to an annual average rate of $0.2200/DTH/day, inclusive of surcharges, and a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time; plus:

Whenever Shipper utilizes Demarcation as a alternate receipt point, one or a combination of the following; as applicable, to reflect Shipper's actual gas purchase costs on any given day, on all volumes actually receipted by Shipper at Demarcation for service under this Agreement:

i. For volumes purchased on a daily basis, fifty percent (50%) of the difference between the daily "Gas Daily" Index prices at the Ventura and Demarcation pricing points on Northern,

ii. For volumes purchased and base loaded for the month, fifty percent (50%) of the difference between the "Inside FERC" First of the Month Index prices at the Ventura and Demarcation pricing points on Northern.

Shipper shall provide Northern the applicable index price(s) subject to reasonable verification by Northern. This sharing mechanism is only applicable when the Ventura price is higher than the Demarcation price; or

Whenever Shipper uses an alternate receipt point other than Demarcation, fifty-percent (50%) of the difference between the daily prices at the alternate receipt point and the daily "Gas Daily" Index price at the Ventura pricing point on Northern on all volumes actually receipted by Shipper at the alternate receipt point for service under this Agreement. This sharing mechanism is only applicable when the Ventura price is higher than the alternate receipt point. For purposes of determining the daily price at the alternate receipt point other than Demarcation, Northern and Shipper will agree to utilize Shipper's actual gas purchase costs at the alternate receipt point as provided by Shipper and subject to reasonable verification by Northern.

In addition, as provided for in Northern's FERC Gas Tariff, Shipper shall provide any applicable fuel use and unaccounted-for, and shall pay any applicable electric compression charge and the Carlton commodity surcharge.

With the exception of alternate deliveries to Mankato #1A, during the months of November through March, the rates above are applicable to the Alternate Delivery Points listed for ultimate consumption at Shipper's other facilities provided Shipper is unable to use the capacity at the Primary Delivery Point due to Shipper's operational reasons; however, the rate shall not be applicable for more than thirty (30) days during each November through March period. With the exception of Mankato #1A, during the months of April through October, the rates are applicable to the Alternate Delivery Points listed for ultimate consumption at Shipper's other facilities without regard whether the capacity can be used at the Primary Delivery Point.

For alternate delivery to the Mankato #1A TBS, the rates above will apply plus Shipper shall pay Northern an additional amount as follows:

i. During the months of November through March, an amount equal to $0.25/DTH multiplied by the DTH of gas delivered during the month.

ii. During the months of April through October, an amount equal to $0.10/DTH multiplied by the DTH of gas delivered during the month.

To the extent Shipper utilizes Demarcation as an alternate receipt point for delivery to Mankato #1A, then the additional amount above will not apply to this volume. However, Northern will continue to collect additional amounts through the provisions of paragraphs 2b through 2d.

To the extent Shipper uses Demarcation as an alternate receipt point for delivery to Mankato #1A and Shipper is allocated and subsequently sources gas from another receipt point in Northern's Market Area, then the additional amount above will not apply on the allocated volume that is scheduled from another receipt point.

The provisions of this paragraph shall be effective through March 31, 2010. This date may be extended from year to year thereafter upon mutual agreement of the parties by an amendment hereto, which agreement shall not be unreasonably withheld.

If the capacity is scheduled at (1) an Alternate Delivery Point but not in accordance with paragraphs f. and g., or (2) at an alternate delivery point not listed below, Shipper shall pay Northern an additional $0.2500/DTH/day for the entire month for each DTH of service used at an Alternate Delivery Point not in accordance with the above, or at another alternate delivery point.

Alternate Delivery Points - Cedar Rapids/Vinton TBS, Des Moines #1a, Fremont #1, Lincoln #1B, Marshall #2, Zone ABC-Midamerican.

For the period 10/01/2009 through 10/31/2010, the rate provisions are amended to add alternate deliveries to Marshall #2 (POI #56374) of up to 103,000 Dth in total during the months April through October at the rates set forth herein.

50/ For the period 09/01/2008 through 8/31/2018, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.5164/DTH multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay (a) the FERC approved Carlton surcharge and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

52/ For the period 11/01/2008 through 10/31/2018, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to $0.4330/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

The negotiated rate stated above is applicable to all receipt and delivery points in Northern's Market Area; provided, however, if the negotiated rate becomes less than the annual average of the maximum rates set forth in Northern's FERC Gas Tariff, such rate would be applicable only to the receipt and delivery points listed below. If any other points are used either on a primary or alternate basis, the negotiated rate will not be applicable and the annual average of the applicable maximum rates will apply for the entire contract during the month that any points not listed below are used.

Primary Receipt Point: NBPL/NNG Welcome Primary Delivery Point: Galva Ethanol Plant

Alternate Receipt Point: Ogden Deferred Delivery Alternate Delivery Point: Ogden Deferred Delivery

In addition to the above rates, Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

53/ For the period 11/01/2008 through 10/31/2013, Shipper shall pay a negotiated reservation rate for 3,600 DTH/day of winter entitlement equal to the winter maximum reservation rate as revised from time to time plus capital of $0.6651 DTH/day (currently the reservation rate would be equal to $1.1636/Dth/day).

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff. This rate includes the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted-for, and pay any applicable FERC-approved reservation and commodity surcharges.

54/ For the period 11/01/2008 through 10/31/2018, for 400 DTH/day of entitlement at Ft. Mccoy #1 and 2,400 DTH/day of entitlement at Lacrosse #1, Shipper shall pay a reservation rate equal to the greater of the annual average of the maximum TFX rates provided in Northern's FERC Gas Tariff as revised from time to time or a negotiated rate equal to $0.4338/DTH/day rate.

For the remaining 127 DTH/day of entitlement at LaCrosse #1, Shipper shall pay a reservation rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time.

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

55/ For the period 05/01/2009 through 10/31/2018, Shipper shall pay (i) a total monthly reservation charge equal to $197.00/Dth on 10 Dth/day; and (ii) the maximum reservation rate provided in Northern's FERC Gas Tariff as revised from time to time on the remaining 490 Dth/day. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

The negotiated rate stated above is applicable to all receipt and delivery points in Northern's Market Area; provided, however, if the negotiated rate becomes less than the annual average of the maximum rates set forth in Northern's FERC Gas Tariff, such rate would be applicable only to the receipt and delivery points listed below. If any other points are used either on a primary or alternate basis, the negotiated rate will not be applicable and the annual average of the applicable maximum rates will apply for the entire contract during the month that any points not listed below are used.

Primary Receipt Point: NBPL/NNG Welcome Primary Delivery Point: Galva Ethanol Plant

Alternate Receipt Point: Ogden Deferred Delivery Alternate Delivery Point: Ogden Deferred Delivery

In addition to the above rates, Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP96-272-088

First Revised Sheet No. 66B.12 First Revised Sheet No. 66B.12
Superseding: Original Sheet No. 66B.12

SHEET NO. 66B.12 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.13 IS RESERVED
FOR FUTURE USE

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP96-272-089

Second Revised Sheet No. 66B.13a Second Revised Sheet No. 66B.13a
Superseding: First Revised Sheet No. 66B.13a

SHEET NO. 66B.13a IS RESERVED
FOR FUTURE USE

SHEET NO. 66B.14 IS RESERVED FOR FUTURE USE

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP96-272-092

Fourth Revised Sheet No. 66B.15 Fourth Revised Sheet No. 66B.15
Superseding: Third Revised Sheet No. 66B.15

SHEET NO. 66.15 IS RESERVED
FOR FUTURE USE

SHEET NO. 66B.16 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.17 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.18 IS RESERVED FOR FUTURE USE

Second Revised Sheet No. 66B.19 Second Revised Sheet No. 66B.19
Superseding: First Revised Sheet No. 66B.19

SHEET NO. 66B.19 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.20 IS RESERVED FOR FUTURE USE

Second Revised Sheet No. 66B.21 Second Revised Sheet No. 66B.21
Superseding: First Revised Sheet No. 66B.21

SHEET NO. 66B.21 IS RESERVED FOR FUTURE USE

77/ The rates charged Shipper shall be as follows: (i) For the first 5,000 Dth/day, Shipper shall pay a monthly reservation rate equal to Northern's maximum summer rate; plus (ii) for entitlement over 5,000 Dth/day up to 10,000 Dth/day, Shipper shall pay a reservation rate equal to Northern's maximum summer rate multiplied by the volumes actually delivered to the Primary Delivery Point of OPPD/CASS County Power Plant (POI 78180) each month.
The commodity rate shall equal the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time.

For all volumes above 10,000 Dth/day, Shipper shall pay the applicable maximum overrun rate.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

The rates stated herein are applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Northern's maximum rates will apply for the entire contract MDQ during the month that any points not listed below are used.

Primary Receipt Point: NBPL/NNG Ventura Primary Delivery Point: OPPD/Cass County Power Plant

Alternate Receipt Points: All Market Area Receipt Points Primary Delivery Points: Demarc Def. Delivery, MID 17 Pooling Point, Ventura Def. Delivery, OPPD Fuel Meter

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

The term of the Agreement is for five (5) summer months (May through September) through 09/30/2010. At any time during the current term of the Agreement but no fewer than 8 months prior to the expiration of the Agreement, Shipper may elect to rollover the Agreement at the rate and terms set forth herein for one additional May through September with the Agreement terminating on 09/30/2011.

SHEET NO. 66B.23 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.24 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.25 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.26 IS RESERVED
FOR FUTURE USE

First Revised Sheet No. 66B.27 First Revised Sheet No. 66B.27
Superseding: Original Sheet No. 66B.27

SHEET NO. 66B.27 IS RESERVED FOR FUTURE USE

83/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a volumetric reservation rate equal to $0.80/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement.

In addition to the above reservation rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay the FERC-approved Carlton surcharge and all FERC-approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

Notwithstanding the paragraphs above, Northern shall receive a minimum of $220,000 in total revenue from reservation and commodity charges excluding overrun under this Agreement.

The rate stated herein is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Northern's maximum tariff rates will apply for the entire contract if any points not listed below are used.

Primary Receipt Point: Ventura Deferred Delivery Primary Delivery Point: Ventura Deferred Delivery

Alternate Receipt Points: All Market Area MID 16B - MID 17 receipt points Alternate Delivery Points: GRE Cambridge Power Plant, GRE Elk River Plant, MID 17 Pooling Point, Pleasant Valley Power Plant, Ventura Pooling Point, Ogden Deferred Delivery, NBPL/NNG Ventura, Pleasant Valley Deferred Delivery.

84/ For the period 11/01/2009 through 10/31/2010, Shipper shall pay a total monthly reservation charge equal to $0.3590 (negotiated rate) multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

The rates stated are applicable to the primary receipt and (or) delivery points (POI) as of the date of this Amendment. Shipper agrees that if any other delivery points are used on a primary or alternate basis or any other receipt points are used on a primary basis, the rates set forth therein will not be applicable and the greater of Northern's maximum rate or the negotiated rate, with the exception of the commodity rate which will be Northern's minimum commodity rate, will apply for the entire contract MDQ for the month any other points are used.

In addition to the above rate(s), Shipper shall pay all legally permissible tariff surcharges and provide any applicable fuel use and unaccounted for at the tariff fuel rate, as revised from time to time. Notwithstanding any other provision hereof, Shipper shall have the right to use any other Market Area Receipt Point on an alternate basis without modification to the rate structure established hereby.

Primary Receipt Point - GRLKS/NNG Grand Rapids Primary Delivery Point - Mesabi Nugget Plant

86/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a total daily reservation rate for the contract MDQ equal to a base rate of $0.0600/DTH/day plus the arithmetic value obtained from the formula [(A) times (B) times (C)] where (A) = The Midpoint price from "Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc but in no event less than zero; (B) = The targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group Allocation between Demarc and Ventura; and (C) =0.50. In the event of another mainline group Allocation between Demarc and Ventura, B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle as posted for each gas day or (ii) the % of actual volumes scheduled on this contract to delivery points included in the Oakland Allocation Group during the Timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC approved surcharges applicable to the service provided hereunder.

In addition, for overrun service, Shipper shall pay the maximum overrun rate set forth in Northern's FERC Gas Tariff.

The rate stated above is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract for the month any points not listed below are used.

Primary Receipt Points: NNG Field/MKT Demarcation Primary Delivery Points: NGPL/NNG Glenwood

Alternate Delivery Points: Demarc Deferred Delivery Point and delivery points included in the Oakland allocation group.

87/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a total daily reservation rate for the contract MDQ equal to a base rate of $0.0800/DTH/day plus the arithmetic value obtained from the formula [(A) times (B) times (C)] where (A) = The Midpoint price from "Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc minus $0.145 but in no event less than zero; (B) = The targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group Allocation between Demarc and Ventura; and (C) =0.50. In the event of another mainline group Allocation between Demarc and Ventura, B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle as posted for each gas day or (ii) the % of actual volumes scheduled on this contract to delivery points included in the Oakland Allocation Group during the Timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC approved surcharges applicable to the service provided hereunder.

In addition, for overrun service, Shipper shall pay the maximum overrun rate set forth in Northern's FERC Gas Tariff.

The rate stated above is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract for the month any points not listed below are used.

Primary Receipt Points: NNG Field/MKT Demarcation Primary Delivery Points: NGPL/NNG Glenwood

Alternate Delivery Points: Demarc Deferred Delivery Point and delivery points included in the Oakland allocation group.

88/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a total daily reservation rate for the contract MDQ equal to a base rate of $0.0520/DTH/day plus the arithmetic value obtained from the formula [(A) times (B) times (C)] where (A) = The Midpoint price from "Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc minus $0.12 but in no event less than zero; (B) = The targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group Allocation between Demarc and Ventura; and (C) =0.50. In the event of another mainline group Allocation between Demarc and Ventura, B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle as posted for each gas day or (ii) the % of actual volumes scheduled on this contract to delivery points included in the Oakland Allocation Group during the Timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC approved surcharges applicable to the service provided hereunder.

In addition, for overrun service, Shipper shall pay the maximum overrun rate set forth in Northern's FERC Gas Tariff.

The rate stated above is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract for the month any points not listed below are used.

Primary Receipt Points: NNG Field/MKT Demarcation Primary Delivery Points: NGPL/NNG Glenwood

Alternate Delivery Points: Demarc Deferred Delivery Point and delivery points included in the Oakland allocation group.

89/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a total daily reservation rate for the contract MDQ equal to a base rate of $0.0600/DTH/day plus the arithmetic value obtained from the formula [(A) times (B) times (C)] where (A) = The Midpoint price from "Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc but in no event less than zero; (B) = The targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group Allocation between Demarc and Ventura; and (C) =0.50. In the event of another mainline group Allocation between Demarc and Ventura, B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle as posted for each gas day or (ii) the % of actual volumes scheduled on this contract to delivery points included in the Oakland Allocation Group during the Timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC approved surcharges applicable to the service provided hereunder.

In addition, for overrun service, Shipper shall pay the maximum overrun rate set forth in Northern's FERC Gas Tariff.

The rate stated above is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract for the month any points not listed below are used.

Primary Receipt Points: NNG Field/MKT Demarcation Primary Delivery Points: NGPL/NNG Glenwood

Alternate Delivery Points: Demarc Deferred Delivery Point and delivery points included in the Oakland allocation group.

90/ For the period 11/01/2009 through 03/31/2010, Shipper shall pay a total daily reservation rate for the contract MDQ equal to a base rate of $0.10/DTH/day plus the arithmetic value obtained from the formula [(A) times (B) times (C)] where (A) = The Midpoint price from "Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc minus $0.12 but in no event less than zero; (B) = The targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group Allocation between Demarc and Ventura; and (C) =0.50. In the event of another mainline group Allocation between Demarc and Ventura, B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle as posted for each gas day or (ii) the % of actual volumes scheduled on this contract to delivery points included in the Oakland Allocation Group during the Timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC approved surcharges applicable to the service provided hereunder.

In addition, for overrun service, Shipper shall pay the maximum overrun rate set forth in Northern's FERC Gas Tariff.

The rate stated above is applicable to the receipt and (or) delivery points (POI) listed below. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract for the month any points not listed below are used.

Primary Receipt Points: NNG Field/MKT Demarcation Primary Delivery Points: NGPL/NNG Glenwood

Alternate Delivery Points: Demarc Deferred Delivery Point and delivery points included in the Oakland allocation group.

91/ For the period 11/01/2009 through 10/31/2019, for the contract MDQ, Shipper shall pay a negotiated reservation rate equal to $0.40/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

If the negotiated rate stated herein becomes less than the annual average of the maximum rates set forth in Northern's FERC Gas Tariff, such rate would be applicable only to the receipt and delivery points listed below. If any other points are used either on a primary or alternate basis, the negotiated rate will not be applicable and the annual average of the applicable maximum rates will apply for the entire contract during the month that any points not listed below are used.

Primary Receipt Point - GRLKS/NNG Carlton Primary Delivery Point - Zone EF-Wisconsin Gas for ultimate redelivery to Grantsburg TBS #1.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this amendment and applicable to the service provided hereunder.

The MDQ for the period 11/01/2009 through 10/31/2010 is 647 Dth/day.

The MDQ for the period 11/01/2010 through 10/31/2011 is 969 Dth/day.

The MDQ for the period 11/01/2011 through 10/31/2019 is 1,300 Dth/day.

92/ For the period 02/03/2010 through 02/12/2010, Shipper shall pay a volumetric rate equal to $0.15/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

93/ For the period 02/03/2010 through 02/12/2010, Shipper shall pay a volumetric rate equal to $0.15/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

94/ For the period 11/19/2009 through 11/20/2009, Shipper shall pay a volumetric rate equal to $0.12/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling

Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

95/ For the period 11/19/2009 through 11/20/2009, Shipper shall pay a volumetric rate equal to $0.12/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

96/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	$0.0149
Withdrawal Charge:	$0.0149
Total Monthly Inventory Charges:	$0.0887
Capacity Fee:	$0.0500
Annual Rollover Charge:	$0.0000
Total Transaction Rate:	$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to $0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

97/ For the period 04/01/2010 through 08/31/2010:
Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	$0.0149
Withdrawal Charge:	$0.0149
Total Monthly Inventory Charges:	$0.0887
Capacity Fee:	$0.0500
Annual Rollover Charge:	$0.0000
Total Transaction Rate:	$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to $0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

98/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	$0.0149
Withdrawal Charge:	$0.0149
Total Monthly Inventory Charges:	$0.0887
Capacity Fee:	$0.0500
Annual Rollover Charge:	$0.0000
Total Transaction Rate:	$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to $0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

99/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	$0.0149
Withdrawal Charge:	$0.0149
Total Monthly Inventory Charges:	$0.0887
Capacity Fee:	$0.0500
Annual Rollover Charge:	$0.0000
Total Transaction Rate:	$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to $0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

100/For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	$0.0149
Withdrawal Charge:	$0.0149
Total Monthly Inventory Charges:	$0.0887
Capacity Fee:	$0.0500
Annual Rollover Charge:	$0.0000
Total Transaction Rate:	$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to $0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
BP Canada Energy Marketing Corp. 3/ Contract 110621/801571	PDD	4/	2/	500,000	Demarc Deferred	Demarc Deferred
SEMCO Energy Gas Company 3/ Contract 110025	TF	6/	2/	44,250	GRLKS/NNG Carlton NBPL/NNG Ventura NNG Demarcation Ogden Deferred Delivery	Zone E-F SEMCO
Chevron U.S.A. Inc. 3/ Contract 110598/801937	PDD	7/	2/	1,000,000	Demarc Deferred	Demarc Deferred

1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable form of service agreement set forth in Northern's FERC Gas Tariff. The negotiated rates beginning on Sheet No. 67 reflect negotiated rate transactions that require 30 day filings.

2/ The rate stated in the Negotiated Rate column is exclusive of all surcharges.

3/ As noted on Tariff Sheet Nos. 80, 80A or 80B, this contract is also a non-conforming agreement.

4/ The Total Transaction Rate charged shall be as follows: (a) December 2009 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) April 2010 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation plus (c) $0.0550 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.

6/ For the period 04/01/2010 through 03/31/2015, Shipper agrees to reimburse Northern through a negotiated rate for (i) 63.64% (1.4 miles of the 2.2 miles) of the actual cost of the new branch line facilities and (ii) the actual cost of the Houghton #1 TBS upgrade facilities, both through a "Facility Cost Add-on Demand Charge" as described below.

Effective 04/01/2010 through 03/31/2011, Shipper shall pay a monthly reservation charge equal to the maximum tariff rate as set forth in Northern's FERC Gas Tariff, as amended from time to time; plus an amount equal to $1.5073/Dth/Month for the Facility Cost Add-on Demand Charge.

Northern will adjust the Facility Cost Add-on Demand Charge from 04/01/2011 through 03/31/2015 to recover additional actual costs not previously included, including all appropriate Gross Up Charges as referenced herein.

The Facility Cost Add-on Demand Charge will include the (i) recovery of the actual cost of construction of the facilities including AFUDC; (ii) a credit of $153,397 for an amount budgeted for improvements scheduled at the Houghton #1 TBS; and (iii) Ad Valorem taxes, income tax gross up and interest over the five year recovery term of the agreement (items in (iii), all together, Gross Up Charges). The total amount to be reimbursed to Northern by Shipper will be subject to a true-up to actual costs associated with the construction of the facilities plus the Gross Up Charges. The Facility Cost Add-on Demand Charge will be added to the reservation rates paid by Shipper each month on all firm entitlement on the Agreement.

In addition to the above reservation rates, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff, as amended from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all current and future FERC-approved surcharges applicable to the service provided hereunder.

In exchange for the consideration received hereunder, including without limitation the expected revenue from the Facility Cost Add-on Demand Charge, Northern will make the capital expenditures for the construction of the facilities; however, in the event the entitlement on this Agreement is, for any reason, in whole or in part, (i) reduced (except in the instance of a temporary capacity release or an event outside of Shipper's control), or (ii) the Agreement is terminated, in whole or in part, prior to 10/31/2015, Shipper shall promptly pay to Northern an amount equal to the remaining unpaid Facility Cost Add-on Demand Charge. This provision and the obligations herein shall survive the termination of this Agreement if terminated prior to 10/31/2015, or the release of the capacity or any assignment thereof and Shipper shall continue to be obligated for the reimbursement of the actual cost of the facilities unless Northern consents to the release or assignment and the obligation is expressly assumed by an acquiring shipper that complies with the credit provisions in Northern's FERC Gas Tariff.

7/ The Total Transaction Rate charged shall be as follows: (a) December 2010 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) October 2010 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) $0.10 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.

Sheet No. 68 is Reserved for Future Use

SHEET NOS. 69-79 ARE
RESERVED FOR FUTURE USE

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
CenterPoint Energy Minnesota Gas (Contract No. 111461)	TFX	11/01/07	02/11/05
CenterPoint Energy Minnesota Gas (Contract No. 111463)	TF	11/01/07	02/11/05
CenterPoint Energy Minnesota Gas (Contract No. 111464)	TFX	11/01/07	02/11/05
Black Hills Utility Holdings, Inc. (Contract No. 111169 As Amended)	TFX	11/01/08	10/01/08
LSP-Whitewater Limited Partnership Agreements:			
LSP-Whitewater Limited Partnership (Contract No. 23282)	FDD	01/01/05	09/13/05
LSP-Whitewater Limited Partnership (Contract No. 23479)	TFX	01/01/05	09/13/05
LSP-Whitewater Limited Partnership (Contract No. 24201)	TI	01/01/05	09/13/05
LSP-Whitewater Limited Partnership (Contract No. 24200)	TI	01/01/05	09/13/05
LSP-Cottage Grove Limited Partnership Agreements:			
LSP-Cottage Grove, L.P. (Contract No. 24199)	TI	01/01/05	09/13/05
LSP-Cottage Grove, L.P. (Contract No. 24198)	TI	01/01/05	09/13/05
LSP-Cottage Grove, L.P. (Contract No. 23281)	FDD	01/01/05	09/13/05
LSP-Cottage Grove, L.P. (Contract No. 24042)	TF	01/01/05	09/13/05
Metropolitan Utilities District:			
Contract 21385	TF		
Amendment 35		01/25/05	04/29/05
Contract 22298	FDD		
Amendment 10		03/11/05	04/29/05

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP96-272-088

First Revised Sheet No. 80A First Revised Sheet No. 80A
Superseding: Original Sheet No. 80A

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Northern States Power Company - Minnesota Agreements:			
Contract 112184	TFX		
As Amended		11/01/07	04/07/06
Contract 112186	TFX		
As Amended		11/01/07	04/07/06
Contract 112182	TF		
As Amended		11/01/07	04/07/06
Contract 112185	TFX		
As Amended		11/01/07	10/16/06
Contract 112183	TF		
As Amended		11/01/07	04/07/06
Northern States Power - Generation:			
Contract 112203	TFX		
As Amended		11/01/07	04/07/06
Flint Hills Resources, LP	TFX	06/01/06	05/01/06
Contract 111404			
Tenaska Gas Storage, LLC:			
Contract 110597	PDD		
As Amended		12/01/08	05/08/06
Minnesota Energy Resources Corporation	TFX	11/01/08	10/01/08
Contract 112561			
As Amended			

Effective Date: 05/01/2010 Status: Effective
FERC Docket: RP10-546-000

Fourth Revised Sheet No. 80B Fourth Revised Sheet No. 80B
Superseding: Third Revised Sheet No. 80B

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Southwestern Public Service Co. Contract 116267	TFX	06/01/08	03/07/08
BP Canada Energy Marketing Corp. Contract 110621/801571	PDD	12/01/09	01/15/09
Northern States Power Company-Wisconsin Contract 23269/Amd 100	TF	11/01/09	06/09/09
SEMCO Energy Gas Company Contract 110025/Amd 28	TF	11/01/09	09/23/09
Chevron U.S.A. Inc. Contract 110598/801937	PDD	10/01/10	03/31/10

SHEET NOS. 81-99 ARE
RESERVED FOR FUTURE USE

RATE SCHEDULE TF
Firm Throughput Services

1. AVAILABILITY.

This Rate Schedule is available for transportation of natural gas pursuant to a Firm Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

(a) Northern determines that sufficient capacity exists to provide the Firm Throughput Service requested by Shipper;

(b) Shipper has executed a Firm Throughput Service Agreement ("TF Agreement") of the form contained in Northern's FERC Gas Tariff ("Tariff");

(c) The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff; and

(d) The transportation of natural gas within the MDQ under the throughput service shall be on a firm basis for delivery, regardless of whether the delivery is in the Market Area or Field Area.

(e) Shipper who has a TF Agreement shall also be eligible to purchase from Northern no-notice throughput service pursuant to Rate Schedule SMS-System Management Service.

2. APPLICABILITY AND CHARACTER OF SERVICE.

Shipper may select, pursuant to the terms of this Rate Schedule TF, various Firm Throughput Services (hereinafter referred to as "TF12 Base", "TF12 Variable" "TF5" or "TFF" or collectively referred to as "Throughput Service(s)"). Shipper may have transported, pursuant to this Rate Schedule, gas purchased from Northern and/or from any other third party. Subject to the provisions of Rate Schedule TF and the GENERAL TERMS AND CONDITIONS of this Tariff, service within the MDQ rendered under a TF Agreement shall be on a firm basis for delivery, regardless of whether the delivery is in the Market Area or Field Area, of a transportation quantity referred to as the Maximum Daily Quantity ("MDQ") for each applicable Throughput Service(s). MDQ is the total volume of natural gas for each respective Throughput Service(s) specified in the TF Agreement that Northern is obligated to transport on a daily basis from the

Point(s) of Receipt to the Point(s) of Delivery. The Market Area "Total Aggregate MDQ" shall mean the sum of the TF12 Base, TF12 Variable and the TF5 MDQs. The TFF MDQ is the entitlement the Shipper has from Field Area receipt points to the F/M Demarcation. The TFF MDQ is not included in the Total Aggregate MDQ. A Shipper is permitted to combine multiple TF Agreements into a single TF Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems.

Shipper shall have the option to request firm throughput service (i) solely for the Market Area, (ii) solely for the Field Area, or (iii) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper.

Subject to the terms of this paragraph, a Shipper may select the full requirements option. Under such option, a Shipper will agree to take its full requirements from Northern for the service territory currently served by the existing entitlement and the growth associated with such service territory and agree not to physically bypass Northern for such territories for the term of the agreement. In exchange for such agreement, Shipper and Northern may mutually agree to increase the Shipper's contract demand at agreed upon intervals, to construct new facilities if necessary and to exercise commercially reasonable best efforts to secure approvals for such construction. To the extent new facilities would need to be constructed to meet Shipper's growth requirements, Northern will hold open seasons for any construction required and will provide service to any requesting Shipper whose request meets the economic feasibility requirements for the construction of facilities.

Receipt Points
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a) Amount of Receipt Point Capacity

Disregarding differences in capacity due to fuel and unaccounted for, each existing Shipper's contract may reserve receipt point capacity up to one hundred fifteen percent (115%) of the Total Aggregate MDQ, except as provided herein. The rate for receipt capacity reserved in excess of delivery capacity is one-half of the TF12 Base monthly reservation charge per MMBtu set forth on Sheet No. 50. Pooling point(s) as referenced in Section 28 of the GENERAL TERMS AND CONDITIONS of this Tariff and the deferred delivery point if elected as a primary receipt point, are not eligible for the additional fifteen percent (15%) of receipt point capacity since the initial entry receipt point into Northern's system has utilized the additional fifteen percent (15%). However, capacity reserved at any one receipt point cannot be greater than one hundred percent (100%) of the MDQ. Regardless of the receipt point capacity reserved above 100% of MDQ, MDQ is the maximum daily volume of natural gas that Northern is obligated to transport and deliver to Shipper and Shipper is entitled to receive pursuant to this Rate Schedule, subject to provisions of Section 29 of the "GENERAL TERMS AND CONDITIONS" of this Tariff. No new contracts will be allowed receipt point capacity in excess of delivery point capacity.

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm receipt points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations. All receipt points on the system will be available for use as alternate firm receipt points within the area provided by the contract and subject to operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract. However, a Shipper may not transfer a primary firm receipt point from the Field Area to the Market Area for the term of the TF agreement.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary receipt point will not be automatically granted at an amended or alternate receipt point.

b) Receipt Point Allocation

Allocation of capacity is pursuant to Section 26 of the GENERAL TERMS AND CONDITIONS of this Tariff.

Delivery Points
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a) Primary Firm Delivery Points.

(1) Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm throughput service agreement as discussed on Sheet No. 101. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract. However, a Shipper may not transfer a primary firm delivery point from the Field Area to the Market Area for the term of the TF agreement.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

(2) Discounts. Any discount granted (demand or commodity) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.

RATE SCHEDULE TF
Firm Throughput Services

(3) Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

b) Alternate Firm Delivery Points.

(1) Flexibility. All delivery points on the system will be available for use as alternate firm delivery points (including zone deliveries to a specific customer) within the area provided by the contract and subject to operational conditions. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has a combined Field Area/Market Area contract.

(2) Discounts. Any discount granted (reservation or commodity) at the primary delivery point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TF as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the GENERAL TERMS AND CONDITIONS.

3. THROUGHPUT SERVICES OFFERED.

The Throughput Service(s) available under Rate Schedule TF are as follows:

TF12 Base is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Base MDQ is determined as provided in Section 8 of this Rate Schedule TF.

TF12 Variable is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Variable MDQ is determined as provided in Section 8 of this Rate Schedule TF.

TF5 is a Firm Throughput Service available during the consecutive months of November, December, January, February and March.

TFF is a Firm Throughput Service available for twelve (12) consecutive months for receipt in the Field Area and delivery to the F/M Demarcation Point.

Although a TF agreement may contain one or more of these services, each service (TF12 Base, TF12 Variable, TF5 and TFF) is distinct for purposes of rates.

4. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the Total Aggregate MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS

AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its total aggregate MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or b) at any other point on Northern's system through which Shipper is entitled to transport under Rate Schedule TF, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its total aggregate MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

5. TERM OF TF AGREEMENT.

The TF Agreement must be executed by Shipper prior to commencement of service.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

A. TF Agreements

1) TF Agreements entered into pursuant to the New Services Settlement and prior to implementation of Order No. 636, shall retain any unilateral rollover right (grandfathered rollover right) contained therein. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original TF agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall not be subject to the Right of First Refusal process. If a Shipper under an agreement containing a grandfathered rollover right provides notice of termination pursuant to the agreement, it must notify Northern at the same time of its desire to have the capacity posted for bids in the Right of First Refusal process. If Shipper does not so notify Northern, the MDQ shall not be subject to the Right of First Refusal process.

2) TF Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and TF Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in paragraph B. herein and pursuant to Section 52 of the GENERAL TERMS AND CONDITIONS of this tariff. Northern and Shipper may mutually agree to include ROFR rights in other TF Agreements on a not unduly discriminatory basis.

3) TF Agreements with a term up to, but not including, twelve (12) consecutive months of service or for one (1) year or less, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

RATE SCHEDULE TF
Firm Throughput Services

B. Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following: In the event a "firm customer of Shipper" served by use of Shipper's firm throughput entitlement on Northern arranges either directly or indirectly through an upstream supplier for incremental firm service with Northern for the remaining term of the Shipper's Service Agreement in lieu of taking assignment from Shipper for such firm service, Northern agrees to reduce Shipper's firm entitlement by an amount determined by Shipper that is no greater than the level of contract demand of incremental firm service arranged for with Northern by the "firm customer of Shipper" (i.e., Northern is kept revenue neutral except to the extent Northern discounts to the customer), provided however, Shipper must first submit an affidavit to Northern verifying that such customer was being served by use of Shipper's firm throughput entitlement on Northern. Reductions by Shipper will not be allowed if the "firm customer of Shipper" arranges either directly or indirectly through an upstream supplier for a non-incremental service (i.e., capacity release) on Northern or for interruptible service (i.e., TI) on Northern.

Effective Date: 11/01/1998 Status: Effective
FERC Docket: RP98-203-000

Fourth Revised Sheet No. 106 Fourth Revised Sheet No. 106 : Effective
Superseding: Substitute Third Revised Sheet No. 106

Sheet No. 106 is Reserved for Future Use

RATE SCHEDULE TF
Firm Throughput Services

6. RATES AND CHARGES.

The monthly billing for Firm Throughput Service(s) TF12 Base, TF12 Variable, TF5 and TFF shall be the sum of:

(a) Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined TF agreements. The monthly bill will be derived by using the applicable Throughput Reservation Rate for the TF Throughput Service as shown on Sheet No. 50 of this Tariff multiplied by the MDQs for each respective Throughput Service(s) as shown on the TF Agreement. In addition, Shipper shall be billed monthly for reservation charges associated with any receipt capacity MDQ reserved in excess of delivery capacity MDQ in the Market Area and in the Field Area at a rate equal to one-half of the TF12 Base monthly reservation charge per MMBtu as shown on Sheet No. 50.

(b) Throughput Commodity Charge

The total units of TF volumes during the respective month multiplied by the Commodity Rate for each respective Throughput Service(s) unit transported as shown on Sheet No. 50 of this Tariff.

RATE SCHEDULE TF
Firm Throughput Services

(c) Overrun Charge

For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown on Sheet No. 53.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (a), (b), and (c) above, of this Rate Schedule, shall be within the minimum and maximum levels shown on Sheet Nos. 50 and 53, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

RATE SCHEDULE TF
Firm Throughput Services

Other rates and charges for services under this Rate Schedule shall include each of the following:

(d) A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the GENERAL TERMS AND CONDITIONS for volumes transported for Shipper.

(e) Fuel

This Section (e), "Fuel", shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

(1) provide the appropriate Fuel; or

(2) purchase the appropriate Fuel from Northern.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 54, and detailed by receipt-to-delivery MID path on Sheet Nos. 61-64 of this Tariff.

A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown on Sheet Nos. 61-64. If the Shipper's receipt point is a mainline fuel point, the applicable fuel rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's receipt point is a field fuel point, the applicable fuel rate is the "TOTAL" rate from the MIDs matrix.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area electric compression commodity rate, as shown on Sheet No. 54 of this Tariff, pursuant to Section 53B of the GENERAL TERMS AND CONDITIONS of this Tariff.

(f) Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variances charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

RATE SCHEDULE TF
Firm Throughput Services

(g) Surcharges

Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this tariff.

(h) Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

RATE SCHEDULE TF
Firm Throughput Services

(i) PowerPak Option

Shipper may elect to include a PowerPak Option with a service agreement under this Rate Schedule and service under one of Shipper's Deferred Delivery Service Agreements. Each service shall be separately contracted, nominated, scheduled and/or curtailed in accordance with the GENERAL TERMS AND CONDITIONS of this tariff. The PowerPak option can only be at points with EFM with real time communication for the location. The PowerPak Option shall apply to all volumes under the applicable service agreements or transaction. The maximum rate shall be the maximum TF rate plus the maximum rate for the applicable Deferred Delivery Service. A Shipper will be charged separately stated transportation and deferred delivery rates. Northern and Shipper will agree to the specific volumetric parameters (such as maximum injections, withdrawals, and inventory limitation) as set forth in the applicable deferred delivery service agreement or transaction. Shipper must execute a PowerPak addendum (as set forth on Sheet 432 herein as may be revised from time to time) to its throughput service agreement. To the extent Northern and Shipper have agreed to a discounted rate and Shipper fails to deliver or receive volumes in accordance with the parameters, which shall be set forth in the related service agreements or transaction, the rate shall be the maximum rate applicable to both rate schedules. Northern, on behalf of shipper, will schedule volumes to and from the storage account to minimize imbalances and delivery point variances. This reconciliation shall take place daily during the last nomination cycle of the gas day. This reconciliation will be based on the information available to Northern. Northern will not be responsible for any remaining imbalances or scheduling variances ultimately charged. Shipper shall resolve any remaining imbalances in accordance with the tariff and shall pay any applicable DDVC charges.

(j) Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS.

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RATE SCHEDULE TF
Firm Throughput Services

7. OFFERING OF TF SERVICE.

To initiate service under this Rate Schedule TF, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

For any Shipper that requests new incremental service under Rate Schedule TF, Shipper shall have the right to determine the initial MDQ for one or more of the new incremental Throughput Service(s), TF12 Base, TF12 Variable, TF5 or TFF provided, however, the MDQ for new TF5 shall not exceed thirty percent (30%) of the Total Aggregate MDQ; except where the total entitlement level for the Shipper pursuant to previously existing SS-1, WPS-1 and PS-1 Service Agreement(s) exceeded 30% of the total entitlement level of all firm services, such level will be available as TF5. (Hereinafter referred to as the grandfathered seasonal service percentage.) The Total Aggregate MDQ is exclusive of the TFF MDQ. The initial Market Area MDQs under the Throughput Service(s) shall remain in effect, until revised in accordance with the reallocation provisions set forth in Section 8, "Reallocation of TF Throughput Levels," of this Rate Schedule.

The MDQs for each Throughput Service(s), as such are reallocated from time to time, shall be set forth in the TF Agreement.

The minimum level of Total Aggregate MDQ applicable to a TF Agreement under this Rate Schedule shall be 50 MMBtu per day.

8. REALLOCATION OF TF THROUGHPUT LEVELS.

Northern will notify Shipper each year on or before November 1 of the maximum MDQ for TF12 Base, as determined in this Section 8, that will be effective on the subsequent anniversary date of Shipper's firm TF Throughput Service Agreement. The Total Aggregate MDQ under the TF Agreement will remain unchanged.

RATE SCHEDULE TF
Firm Throughput Services

The maximum TF12 Base entitlement shall be the Shipper's actual average daily deliveries, including (1) total injections to the Ogden deferred delivery point and positive net injections to the Demarc deferred delivery point for FDD, PDD, IDD, or (2) third party storage; to the Town Border Stations (TBS's) or delivery points listed as primary delivery points in the Shipper's TF Service Agreement(s), from Northern's system over the preceding five (5) month summer period, May through September. Furthermore, if the Shipper is the delivery point operator such daily deliveries shall (1) include all deliveries made to such TBS's under any TF Service agreement on an alternate point basis, and (2) include all deliveries made to such TBS's or delivery points under any TI Service Agreement, and (3) include all deliveries made to such TBS's or delivery points as a result of Capacity Release transactions described in Section 47 of the GENERAL TERMS AND CONDITIONS of this tariff. Deliveries pursuant to a TFX, GS-T, or LFT Service Agreement shall be excluded.

To the extent the TF12 Base entitlement is adjusted, the TF12 Variable entitlement shall be adjusted in the opposite direction in a like amount.

The MDQs for the TF12 Base and TF12 Variable Throughput Service(s) shall be subject to reallocation in accordance with this Section 8 annually; provided, however, the TF Agreement must be effective for at least one (1) year before the MDQs may be reallocated. In no event shall Shipper modify on an annual basis the MDQ levels for the TF5 service. This reallocation process will not affect TF5 MDQ unless allowed as a result of Section 47. Additionally, this reallocation process shall not result in an automatic change to Northern's reservation rates.

The provisions of this Section 8 shall apply in the same manner when a Shipper has multiple TF Service Agreements at the same point(s). Provided, however, daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis, using the Total Aggregate MDQ's of each TF agreement, unless Northern and Shipper agree in writing to a different allocation upon the effectiveness of the multiple contract situation.

9. GENERAL TERMS AND CONDITIONS.

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE TFX
Firm Throughput Service

1. AVAILABILITY.

This Rate Schedule is available for transportation of natural gas pursuant to a Firm Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

(a) Northern determines that sufficient capacity exists to provide the Firm Throughput Service requested by Shipper;

(b) Shipper has executed a Firm Throughput Service Agreement ("TFX Agreement") of the form contained in Northern's FERC Gas Tariff;

(c) the throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS in this Tariff; and

(d) the transportation of natural gas within the MDQ under the throughput service shall be on a firm basis.

(e) Shipper who has a TFX Agreement shall also be eligible to purchase from Northern no-notice throughput service pursuant to Rate Schedule SMS-System Management Service.

2. APPLICABILITY AND CHARACTER OF SERVICE.

Subject to the provisions of this Rate Schedule TFX and the GENERAL TERMS AND CONDITIONS of this Tariff, service within the MDQ rendered under a TFX Agreement shall be on a firm basis of a transportation quantity referred to as the Maximum Daily Quantity ("MDQ"). MDQ is the total volume of natural gas specified in the TFX Agreement that Northern is obligated to transport on a daily basis from the Point(s) of Receipt to the Point(s) of Delivery.

Shipper shall have the option to request firm throughput service (i) solely for the Market Area, (ii) solely for the Field Area, or (iii) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate receipt and delivery points is determined by which option is chosen by the Shipper.

A Shipper is permitted to combine multiple TFX Agreements into a single TFX Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems.

Subject to the terms of this paragraph, a Shipper may select the full requirements option. Under such option, a Shipper will agree to take its full requirements from Northern for the service territory currently served by the existing entitlement and the growth associated with such service territory and agree not to physically bypass Northern for such territories for the term of the agreement. In exchange for such agreement, Shipper and Northern may mutually agree to increase the Shipper's contract demand at agreed upon intervals, to construct new facilities if necessary and to exercise commercially reasonable best efforts to secure approvals for such construction. To the extent new facilities would need to be constructed to meet Shipper's growth requirements, Northern will hold open seasons for any construction required and will provide service to any requesting Shipper whose request meets the economic feasibility requirements for the construction of facilities.

RATE SCHEDULE TFX
Firm Throughput Service

Receipt Points
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a) Amount of Receipt Point Capacity

Disregarding differences in capacity due to fuel and unaccounted for, each existing Shipper's contract may reserve receipt point capacity up to one hundred fifteen percent (115%) of the MDQ, except as provided herein. The rate for receipt capacity reserved in excess of delivery capacity is one-half of the TF12 Base monthly reservation charge per MMBtu set forth on Sheet No. 50. Pooling point(s) as referenced in Section 28 of the GENERAL TERMS AND CONDITIONS of this Tariff and the deferred delivery point if elected as a primary receipt point, are not eligible for the additional fifteen percent (15%) of the receipt point capacity since the initial entry receipt point into Northern's system has utilized the additional fifteen percent (15%). However, capacity reserved at any one receipt point cannot be greater than one hundred percent (100%) of the MDQ. Regardless of the receipt point capacity reserved above 100% of MDQ, MDQ is the maximum daily volume of natural gas that Northern is obligated to transport and deliver to Shipper and Shipper is entitled to receive pursuant to this Rate Schedule, subject to provisions of Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff. No new contracts will be allowed receipt point capacity in excess of delivery point capacity.

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm receipt points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations. All receipt points on the system will be available for use as alternate firm receipt points within the area provided by the contract and subject to operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract. However, a Shipper may not transfer a primary firm receipt point from the Field Area to the Market Area for the term of the TFX agreement.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary receipt point will not be automatically granted at an amended or alternate receipt point.

b) Receipt Point Allocation

Allocation of capacity is pursuant to Section 26 of the GENERAL TERMS AND CONDITIONS of this tariff.

RATE SCHEDULE TFX
Firm Throughput Service

Delivery Points
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a) Primary Firm Delivery Points.

(1) Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract. However, a Shipper may not move a primary firm delivery point from the Field Area to the Market Area for the term of the TFX Agreement.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

(2) Discounts. Any discount granted (demand or commodity) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.

(3) Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

b) Alternate Firm Delivery Points.

(1) Flexibility. All delivery points on the system will be available for use as alternate firm delivery point (including zone deliveries to a specific customer) within the service area provided by the contract and subject to operational considerations. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has combined Field Area/Market Area contract.

(2) Discounts. Any discount granted (demand or commodity) at the primary delivery point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TFX as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the GENERAL TERMS AND CONDITIONS.

RATE SCHEDULE TFX
Firm Throughput Service

3. OFFERING OF TFX SERVICE.

To initiate service under this Rate Schedule TFX, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

The minimum level of MDQ applicable to a TFX Agreement under this Rate Schedule shall be 50 MMBtu per day.

4. TERM OF TFX AGREEMENT.

The TFX Agreement must be executed by Shipper prior to commencement of service.

The term of service shall be negotiated. There shall not be a minimum term. The term shall be set forth in the TFX Agreement. TFX Agreements entered into pursuant to the New Service Settlement and prior to implementation of Order No. 636 shall retain any unilateral rollover rights contained therein.

Northern and Shipper may agree to different termination dates for specified volumes within the same Service Agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following: In the event a "firm customer of Shipper" served by use of Shipper's firm throughput entitlement on Northern arranges either directly or indirectly through an upstream supplier for incremental firm service with Northern for the remaining term of the Shipper's Service Agreement in lieu of taking assignment from Shipper for such firm service, Northern agrees to reduce Shipper's firm entitlement by an amount determined by Shipper that is no greater than the level of contract demand of incremental firm service arranged for with Northern by the "firm customer of Shipper" (i.e., Northern is kept revenue neutral except to the extent Northern discounts to the customer), provided however, Shipper must first submit an affidavit to Northern verifying that such customer was being served by use of Shipper's firm throughput entitlement on Northern. Reductions by Shipper will not be allowed if the "firm customer of Shipper" arranges either directly or indirectly through an upstream supplier for a non-incremental service (i.e., capacity release) on Northern or for interruptible service (i.e., TI) on Northern.

New TFX Agreements
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1) TFX Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and TFX Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. Northern and Shipper may mutually agree to include ROFR rights in other TFX Agreements on a not unduly discriminatory basis.

2) TFX Agreements with a term up to, but not including, twelve (12) consecutive months of service or for one (1) year or less, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

RATE SCHEDULE TFX
Firm Throughput Service

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or b) at any other point on Northern's system, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

RATE SCHEDULE TFX
Firm Throughput Service

6. RATES AND CHARGES.

The monthly billing for TFX Throughput Service shall be the sum of:

(a) Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined TFX agreements. The monthly bill will be derived by using the highest TF Reservation Rate in effect for the month for the TFX Throughput Service as shown on Sheet No. 51 of this Tariff, multiplied by the MDQ as shown on the TFX Agreement. In addition, Shipper shall be billed monthly for reservation charges associated with any receipt capacity MDQ reserved in excess of delivery capacity MDQ in the Market Area and in the Field Area at a rate equal to one-half of the TF12 Base monthly reservation charge per MMBtu as shown on Sheet No. 50.

(b) Throughput Commodity Charge

The total units of TFX volumes during the respective month multiplied by the Commodity Rate for each TFX unit transported as shown on Sheet No. 51 of this Tariff.

The Throughput Commodity rate for TFX service shall be the commodity rate in effect for the respective month of the TFX agreement. Such rates are set forth on Sheet No. 51.

(c) MOPS Gathering

If Shipper designates a gathering receipt point as a primary receipt point(s) identified on Appendix A to the TFX Throughput Service Agreement then, in addition to the MOPS TFX reservation and commodity charges shown on Sheet No. 51, Shipper shall pay the monthly MOPS Gathering reservation and commodity charges shown on Sheet No. 51. The amount billed for reservation shall be the product of the applicable MOPS Gathering reservation rate per Dth multiplied by Shipper's MDQ at such primary receipt point(s) and for commodity shall be the product of the MOPS Gathering commodity rate multiplied by the throughput from the gathering receipt point for the billing month.

RATE SCHEDULE TFX
Firm Throughput Service

(c) Overrun Charge

For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown on Sheet No. 53.

RATE SCHEDULE TFX
Firm Throughput Service

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (a), (b), and (c) above, of this Rate Schedule, shall be within the minimum and maximum levels shown on Sheet Nos. 51 and 53, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

Other rates and charges for services under this Rate Schedule shall include each of the following:

(d) A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the "GENERAL TERMS AND CONDITIONS" for volumes transported for Shipper.

(e) Fuel

This Section (e), "Fuel", shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

(1) provide the appropriate Fuel; or

(2) purchase the appropriate Fuel from Northern at a mutually agreed upon price.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 54, and detailed by receipt-to-delivery MID path on Sheet Nos. 61-64 of this Tariff.

A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown on Sheet Nos. 61-64. If the Shipper's receipt point is a mainline fuel point, the applicable fuel rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's receipt point is a field fuel point, the applicable fuel rate is the "TOTAL" rate from the MIDs matrix.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area electric compression commodity rate, as shown on Sheet No. 54 of this Tariff, pursuant to Section 53B of the General Terms and Conditions of this Tariff.

(f) Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variances Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

RATE SCHEDULE TFX
Firm Throughput Service

(g) Surcharges

Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this tariff.

(h) Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(i) PowerPak Option

Shipper may elect to include a PowerPak Option with a service agreement under this Rate Schedule and service under one of Shipper's Deferred Delivery Service Agreements. Each service shall be separately contracted, nominated, scheduled and/or curtailed in accordance with the GENERAL TERMS AND CONDITIONS of this tariff. The PowerPak option can only be at points with EFM with real time communication for the location. The PowerPak Option shall apply to all volumes under the applicable service agreements or transaction. The maximum rate shall be the maximum TFX rate plus the maximum rate for the applicable Deferred Delivery Service. A Shipper will be charged separately stated transportation and deferred delivery rates. Northern and Shipper will agree to the specific volumetric parameters (such as maximum injections, withdrawals, and inventory limitation) as set forth in the applicable deferred delivery service agreement or transaction. Shipper must execute a PowerPak addendum (as set forth on Sheet No. 432 herein as may be revised from time to time) to its throughput service agreement. To the extent Northern and Shipper have agreed to a discounted rate and Shipper fails to deliver or receive volumes in accordance with the parameters, which shall be set forth in the related service agreements or transaction, the rate shall be the maximum rate applicable to both rate schedules. Northern, on behalf of shipper, will schedule volumes to and from the storage account to minimize imbalances and delivery point variances. This reconciliation shall take place daily during the last nomination cycle of the gas day. This reconciliation will be based on the information available to Northern. Northern will not be responsible for any remaining imbalances or scheduling variances ultimately charged. Shipper shall resolve any remaining imbalances in accordance with the tariff and shall pay any applicable DDVC charges.

(j) Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS.

7. GENERAL TERMS AND CONDITIONS.

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE LFT
Firm Throughput Service

1. AVAILABILITY.

This Rate Schedule is available for transportation of natural gas pursuant to a Firm Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

(a) the throughput service shall be available year round in the Field Area and during the months of April through October in the Market Area;

(b) Northern determines that sufficient capacity exists to provide the Firm Throughput Service requested by Shipper;

(c) Shipper has executed a Firm Throughput Service Agreement ("LFT Agreement") of the form contained in Northern's FERC Gas Tariff;

(d) the throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" in this Tariff; and

(e) the transportation of natural gas within the MDQ under the throughput service shall be on a firm basis.

(f) Shipper who has a LFT Agreement shall also be eligible to purchase from Northern no-notice throughput service pursuant to Rate Schedule SMS-System Management Service.

2. APPLICABILITY AND CHARACTER OF SERVICE.

Subject to the provisions of this Rate Schedule LFT and the "GENERAL TERMS AND CONDITIONS" of this Tariff and subject to Northern's right not to schedule service in whole or in part on any day (a "Limited Day"), but not more than a maximum number of Limited Days (not to exceed ten (10)) per month agreed upon by Northern and Shipper in the LFT Service Agreement ("Maximum Number of Limited Days"), service within the MDQ rendered under a LFT Agreement shall be on a firm basis of a transportation quantity referred to as the Maximum Daily Quantity ("MDQ"). MDQ is the total volume of natural gas specified in the LFT Agreement that Northern is obligated to transport on a daily basis from the Point(s) of Receipt to the Point(s) of Delivery.

Shipper shall have the option to request firm throughput service (i) solely for the Market Area, (ii) solely for the Field Area, or (iii) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate receipt and delivery points is determined by which option is chosen by the Shipper.

Northern shall schedule each Shipper's nominations in accordance with Sections 28 and 29 of the General Terms and Conditions of this Tariff. Unless otherwise mutually agreed, Northern will notify Shippers twenty-six (26) hours prior to a Limited Day by e-mail and by posting on the Internet Website if a Gas Day will be a Limited Day under this Rate Schedule.

Receipt Points

Primary Firm Receipt Points

Disregarding differences in capacity due to fuel and unaccounted for, each LFT Shipper's contract may reserve receipt point capacity up to one hundred percent (100%) of the MDQ. No LFT contracts will be allowed receipt point capacity in excess of delivery point capacity.

RATE SCHEDULE LFT
Firm Throughput Service

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm receipt points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract. However, a Shipper may not transfer a primary firm receipt point from the Field Area to the Market Area for the term of the LFT agreement.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary receipt point will not be automatically granted at an amended or alternate receipt point.

Delivery Points

Primary Firm Delivery Points.

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm throughput service agreement as discussed on Sheet No. 125A. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract. However, a Shipper may not move a primary firm delivery point from the Field Area to the Market Area for the term of the LFT Agreement.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.

Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

RATE SCHEDULE LFT
Firm Throughput Service

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm receipt points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract. However, a Shipper may not transfer a primary firm receipt point from the Field Area to the Market Area for the term of the LFT agreement.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary receipt point will not be automatically granted at an amended or alternate receipt point.

Delivery Points

Primary Firm Delivery Points.

Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm throughput service agreement as discussed on Sheet No. 125A. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract. However, a Shipper may not move a primary firm delivery point from the Field Area to the Market Area for the term of the LFT Agreement.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

Discounts. Any discount granted (demand or commodity) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.

Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

RATE SCHEDULE LFT
Limited Firm Throughput Service

Alternate Firm Receipt and Delivery Points.

Flexibility. All receipt and delivery points on the system will be available for use as alternate firm points (including zone deliveries to a specific customer) within the service area provided by the contract and subject to operational considerations.

Discounts. Any discount granted (reservation or commodity) at the primary points will not be automatically granted at the alternate points.

Reservation Rate. The reservation rate for the alternate point will be the higher of the maximum rate for the alternate point or the maximum rate for the primary point. However, a Shipper may not have point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has a combined Field Area/Market Area contract.

Northern shall have the right to interrupt or curtail service under this Rate Schedule LFT as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the GENERAL TERMS AND CONDITIONS of this Tariff.

3. OFFERING OF LFT SERVICE.

To initiate service under this Rate Schedule LFT, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

LFT capacity available for one month or up to a one-month term will be posted on Northern's Internet website for a minimum of one (1) day prior to awarding such capacity; LFT capacity available for more than a one-month term will be posted on the Internet website for a minimum of two (2) days. Capacity posted as available for LFT Service shall be firm capacity that has not been previously subscribed.

The minimum level of MDQ applicable to a LFT Agreement under this Rate Schedule shall be 50 MMBtu per day.

4. TERM OF LFT AGREEMENT.

The LFT Agreement must be executed by Shipper prior to commencement of service.

The term of service shall be negotiated. There shall not be a minimum term. The term shall be set forth in the LFT Agreement.

LFT Agreements at maximum rates for 12 or more consecutive months of service have Right of First Refusal as provided in Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. LFT Agreements with a term up to, but not including, one (1) year shall not be eligible for the Right of First Refusal process. Discounted LFT agreements are not eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

Northern and Shipper may agree to different termination dates for specified volumes within the same Service Agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

RATE SCHEDULE LFT
Firm Throughput Service

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a receipt point in the Firm Throughput Service Agreement (Primary Receipt Point) or b) at any other receipt point on Northern's system (Alternate Receipt Point), such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

6. RATES AND CHARGES.

The monthly billing for LFT Throughput Service shall be the sum of:

(a) Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined LFT agreements. The monthly bill will be derived by using the applicable LFT Reservation Rate in effect for the month for the LFT Throughput Service as shown on Sheet No. 51 of this Tariff, multiplied by the MDQ as shown on the LFT Agreement.

(b) Throughput Commodity Charge

The total units of LFT volumes during the respective month shall be multiplied by the Commodity Rate for each LFT unit transported as shown on Sheet No. 51 of this Tariff.

The Throughput Commodity rate for LFT service shall be the commodity rate in effect for the respective month of the LFT agreement. Such rates are set forth on Sheet No. 51.

RATE SCHEDULE LFT
Limited Firm Throughput Service

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the Limited Firm Throughput Service Agreement (Primary Point) or b) at any other point on Northern's system (Alternate Point), such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

6. RATES AND CHARGES.

The monthly billing for LFT Throughput Service shall be the sum of:

(a) Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined LFT agreements. The monthly bill will be derived by using the applicable LFT Reservation Rate in effect for the month for the LFT Throughput Service as shown on Sheet No. 51 of this Tariff, multiplied by the MDQ as shown on the LFT Agreement. On any day in which a Limited Day has been called and LFT service is unavailable, Northern shall provide Shipper a credit.

(b) Throughput Commodity Charge

The total units of LFT volumes during the respective month shall be multiplied by the Commodity Rate for each LFT unit transported as shown on Sheet No. 51 of this Tariff.

The Throughput Commodity rate for LFT service shall be the commodity rate in effect for the respective month of the LFT agreement. Such rates are set forth on Sheet No. 51.

RATE SCHEDULE LFT
Firm Throughput Service

(c) Overrun Charge

For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown on Sheet No. 53.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (a), (b), and (c) above, of this Rate Schedule, shall be within the minimum and maximum levels shown on Sheet Nos. 51 and 53, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

Other rates and charges for services under this Rate Schedule shall include each of the following:

(d) G.R.I. and A.C.A. Charges

Shipper shall pay the applicable Gas Research Institute Charge ("G.R.I.") pursuant to Section 35 of the "GENERAL TERMS AND CONDITIONS" and the Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the "GENERAL TERMS AND CONDITIONS" for volumes transported for Shipper.

(e) Fuel

This Section (e), "Fuel", shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

(1) provide the appropriate Fuel; or

(2) purchase the appropriate Fuel from Northern at a mutually agreed upon price.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 54, and detailed by receipt-to-delivery MID path on Sheet Nos. 61-64 of this Tariff.

A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown on Sheet Nos. 61-64. If the Shipper's receipt point is a mainline fuel point, the applicable fuel rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's receipt point is a field fuel point, the applicable fuel rate is the "TOTAL" rate from the MIDs matrix.

RATE SCHEDULE LFT
Limited Firm Throughput Service

(c) Overrun and Out-of-Balance Charges

(i) Overrun Charge. For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown on Sheet No. 53.

(ii) Out-of-Balance Charge. The monthly billing shall be the total units of Out-of-Balance volumes transported to a delivery point(s) during the respective month multiplied by the Out-of-Balance Rate as shown on Sheet No. 51 of this Tariff, as applicable.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (a), (b), and (c) above, of this Rate Schedule, shall be within the minimum and maximum levels shown on Sheet Nos. 51 and 53, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

Other rates and charges for services under this Rate Schedule shall include each of the following:

(d) A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the GENERAL TERMS AND CONDITIONS for volumes transported for Shipper.

(e) Fuel

This Section (e), "Fuel", shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

(1) provide the appropriate Fuel; or

(2) purchase the appropriate Fuel from Northern at a mutually agreed upon price.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 54, and detailed by receipt-to-delivery MID path on Sheet Nos. 61-64 of this Tariff.

A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown on Sheet Nos. 61-64. If the Shipper's receipt point is a mainline fuel point, the applicable fuel rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's receipt point is a field fuel point, the applicable fuel rate is the "TOTAL" rate from the MIDs matrix.

RATE SCHEDULE LFT
Firm Throughput Service

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area electric compression commodity rate, as shown on Sheet No. 54 of this Tariff, pursuant to Section 53B of the General Terms and Conditions of this Tariff.

(f) Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variance Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

(g) Transition Surcharge

Shipper shall pay the applicable Stranded Account No. 858 surcharges and surcharge adjustments, as shown on Sheet 51 of this Tariff, pursuant to Sections 22A of the GENERAL TERMS AND CONDITIONS of this tariff.

(h) Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(i) Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS".

7. GENERAL TERMS AND CONDITIONS.

The "GENERAL TERMS AND CONDITIONS" of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE LFT
Limited Firm Throughput Service

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area electric compression commodity rate, as shown on Sheet No. 54 of this Tariff, pursuant to Section 53B of the GENERAL TERMS AND CONDITIONS of this Tariff.

(f) Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variance Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

(g) Surcharges

Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this tariff.

(h) Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(i) Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS.

7. GENERAL TERMS AND CONDITIONS.

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE GS-T
Firm Throughput Service

1. AVAILABILITY

This Rate Schedule is available to the Market Area Small Customers with daily firm entitlement of 5,500 Mcf or less for the firm transportation of gas that received service pursuant to Northern's Rate Schedule GS on May 18, 1992 (Grandfathered, as shown on Sheet No. 510), whether such gas is purchased from a third party supplier or under Rate Schedule SF, pursuant to a firm GS-T Throughput Service Agreement by Northern under the following terms and conditions:

a) Shipper has executed a Firm GS-T Throughput Service Agreement ("GS-T Agreement") in the form contained in Northern's FERC Gas Tariff;

b) The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "General Terms and Conditions" of this Tariff;

c) Shippers under this GS-T Rate Schedule must utilize the GS-T firm entitlement at the designated TBS delivery point(s) as of May 18, 1992 or delivery points for that same community. The GS-T service must be fully utilized prior to any TI services for that GS-T Shipper or any party as agent for the GS-T Shipper. TF firm entitlement may be utilized prior to GS-T.

d) Shipper who has a GS-T Agreement shall also be eligible to purchase SMS, Northern's no-notice throughput service.

e) Shipper shall have the option to request firm throughput service (i) solely for the Market Area, (ii) solely for the Field Area, or (iii) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper.

2. RATE

Separately stated GS-T Market Area and GS-T Field Area rates, as shown on Sheet No. 53 of this Tariff, shall apply in accordance with the GS-T Shipper's agreement(s) described in 1 above.

In addition, the GS-T Shipper shall pay the daily delivery variance charge, overrun charges, out-of-balance charges, penalties, surcharges, and any other applicable charges as set forth in this Tariff.

3. TERM OF GS-T AGREEMENT

GS-T Agreements entered into with GS customers shall retain any unilateral rollover right (grandfathered rollover right) contained therein or contained in a GS customer's existing TF agreements. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original GS-T agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall be subject to the Right of First Refusal process.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE TI
Interruptible Throughput Service

1. AVAILABILITY.

This Rate Schedule is available for transportation of natural gas pursuant to an Interruptible Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

(a) Shipper has executed an Interruptible Throughput Service Agreement ("TI Agreement") of the form contained in Northern's FERC Gas Tariff ("Tariff");

(b) the throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" under this Tariff; and

(c) the transportation of natural gas under the throughput service shall be on an interruptible basis.

2. APPLICABILITY AND CHARACTER OF SERVICE.

Subject to the provisions of Rate Schedule TI and the "GENERAL TERMS AND CONDITIONS" of this Tariff, service rendered under a TI Agreement shall be on an interruptible basis and for a transportation quantity up to the Maximum Daily Quantity ("MDQ"). MDQ is the volume of natural gas specified in the TI Agreement that may be transported on a daily basis from any valid Point(s) of Receipt to any valid Point(s) of Delivery on Northern's system. Northern shall have the right to interrupt or curtail service under this Rate Schedule TI (i) if there is insufficient capacity, (ii) if the available capacity is reduced as a result of a force majeure event as defined in Section 10, "Force Majeure" of the "GENERAL TERMS AND CONDITIONS" of this Tariff, in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Service" of the "GENERAL TERMS AND CONDITIONS", or (iii) or as a result of any operational consideration reasonably determined by Northern. Service by Northern hereunder is conditioned upon Northern's availability of

RATE SCHEDULE TI
Interruptible Throughput Service

capacity sufficient to provide the service hereunder without detriment or disadvantage to Northern's present and future firm customers and Shippers and shall be subject to the operating and system requirements of Northern as reasonably determined by Northern.

3. OFFERING OF TI SERVICE.

To initiate service under this Rate Schedule TI, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

4. TERM OF TI AGREEMENT.

The TI Agreement must be executed by Shipper prior to commencement of service.

The term of service shall be set forth in the TI Agreement. If no service is rendered under a TI Agreement for a one (1) year period, such TI Agreement shall be terminated by Northern, unless otherwise mutually agreed.

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

RATE SCHEDULE TI
Interruptible Throughput Service

6. RATES AND CHARGES.

The monthly billing for TI Throughput Service(s) shall be the sum of:

(a) Throughput Commodity Charge

The total units of TI volumes scheduled during the respective month multiplied by the Commodity Rate for each TI unit transported as shown on Sheet No. 52 of this Tariff.

(b) Overrun and Out-of-Balance Charges

(i) Overrun Charge. For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported multiplied by the daily Overrun Rate shown on Sheet No. 53.

(ii) Out-of Balance Charge. The monthly billing shall be the total units of Out-of-Balance Volumes transported to a delivery point(s) during the respective month multiplied by the Out-of-Balance Rate as shown on Sheet No. 52 of this Tariff, as applicable.

(c) MOPS Gathering

If Shipper's throughput is scheduled from a receipt point(s) identified as a gathering receipt point then, in addition to the MOPS TI commodity charges shown on Sheet No. 52, Shipper shall pay the MOPS Gathering commodity charges shown on Sheet No. 52, which shall be the product of the MOPS Gathering TI commodity rate multiplied by the throughput from the gathering receipt point for the billing month.

RATE SCHEDULE TI
Interruptible Throughput Service

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (a) and (b) above of this Rate Schedule shall be within the minimum and maximum levels shown on Sheet Nos. 52 and 53, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

Other rates and charges for service under this Rate Schedule shall include each of the following:

(c) A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the "GENERAL TERMS AND CONDITIONS" for volumes transported for Shipper.

(d) Fuel

This Section (d), "Fuel", shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

(1) provide the appropriate Fuel; or

(2) purchase the appropriate Fuel from Northern.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for Fuel percentages are set forth on Sheet No. 54, and detailed by receipt-to-delivery MID path on Sheet Nos. 61-64 of this Tariff.

A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown on Sheet Nos. 61-64. If the Shipper receipt point is a mainline fuel point, the applicable fuel rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's receipt point is a field fuel point, the applicable fuel rate is the "TOTAL" rate from the MIDs matrix.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area electric compression commodity rate, as shown on Sheet No. 54 of this Tariff, pursuant to Section 53B of the General Terms and Conditions of this Tariff.

(e) Daily Delivery Variance Charge (DDVC)

Shipper shall pay the applicable Daily Delivery Variance charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

RATE SCHEDULE TI
Interruptible Throughput Service

(f) Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(g) PowerPak Option

Shipper may elect to include a PowerPak Option with a service agreement under this Rate Schedule and service under one of Shipper's Deferred Delivery Service Agreements. Each service shall be separately contracted, nominated, scheduled and/or curtailed in accordance with the GENERAL TERMS AND CONDITIONS of this tariff. The PowerPak option can only be at points with EFM with real time communication for the location. The PowerPak Option shall apply to all volumes under the applicable service agreements or transaction. The maximum rate shall be the maximum TI rate plus the maximum rate for the applicable Deferred Delivery Service. A Shipper will be charged separately stated transportation and deferred delivery rates. Northern and Shipper will agree to the specific volumetric parameters (such as maximum injections, withdrawals, and inventory limitation) as set forth in the applicable deferred delivery service agreement or transaction. Shipper must execute a PowerPak addendum (as set forth on Sheet 432 herein as may be revised from time to time) to its throughput service agreement. To the extent Northern and Shipper have agreed to a discounted rate and Shipper fails to deliver or receive volumes in accordance with the parameters, which shall be set forth in the related service agreements or transaction, the rate shall be the maximum rate applicable to both rate schedules. Northern, on behalf of the shipper, will schedule volumes to and from the storage account to minimize imbalances and delivery point variances. This reconciliation shall take place daily during the last nomination cycle of the gas day. This reconciliation will be based on the information available to Northern. Northern will not be responsible for any remaining imbalances or scheduling variances ultimately charged. Shipper shall resolve any remaining imbalances in accordance with the tariff and shall pay any applicable DDVC charges.

(h) Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS.

7. GENERAL TERMS AND CONDITIONS.

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper, subject to availability of deferred delivery, or storage capacity, as determined by Northern, with an effective Firm Deferred Delivery Service Agreement FDD (Service Agreement) with Northern in the form included in this Tariff prior to commencement of service under this Rate Schedule.

A. Definitions of Terms

Account Balance - is the inventory balance at any time held for the Shipper, not to exceed the Shipper's firm storage quantity.

Cycle Year - the annual period beginning June 1 and ending the following May 31.

Firm Storage Quantity (FSQ) - the maximum FDD Account Balance provided for in the Service Agreement. This number is the individual FDD Shipper's contractual share of the total 59.3 Bcf of annual cycle quantity available for FDD service under Section 2.A. of this Rate Schedule.

Firm Daily Quantity (FDQ) - the Maximum Daily Injection quantity and the Maximum Daily Withdrawal quantity provided for in the Service Agreement for the Shipper. These numbers are the individual FDD Shipper's shares of the total aggregate FDQs during the Injection and Withdrawal Periods shown in Section 2. B. I., II. and III. of this Rate Schedule.

Injection Period - the calendar months of June through October.

Withdrawal Period - the calendar months of November through May.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

2. APPLICABILITY AND CHARACTER OF SERVICE

Service under this Rate Schedule shall be firm up to Shipper's FSQ as specified in Shipper's FDD Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas quantities transported to or received from Northern on a deferred basis under Rate Schedules for Northern's Firm or Interruptible Throughput Services.

Northern shall annually evaluate its capability to provide service under this Rate Schedule and shall reflect any changes in the amount and length of service it may provide by filing such changes with the Commission. In such event, the shipper shall have the right to reestablish its FDD quantity related to such change.

A Shipper is permitted to combine multiple FDD Agreements into a single FDD Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems. Shipper may also combine its FDD Service Agreement(s) with other FDD Shippers under an FDD Consolidation Agreement pursuant to Section 2.G. of this Rate Schedule.

A. Annual Cycle Quantity

Northern shall offer an annual cycle quantity for service under this Rate Schedule of 59.3 Bcf. Additionally, Northern may acquire third party storage service for availability of service under this Rate Schedule in accordance with Section 55 of the GENERAL TERMS AND CONDITIONS of this Tariff. If Northern has additional annual cycle quantity available, Northern will post such capacity on its website.

B. Types of Service

Service under this Rate Schedule shall be available under one of the following options. A Shipper with an FDD Service Agreement with a term of two (2) years or more may select from these options on an annual cycle basis, provided, 1) Shipper shall not be allowed, unless mutually agreeable to both parties, to change between options within a cycle year, and 2) Shipper must maintain the same maximum FDD Account Balance and the same Maximum Daily Withdrawal quantity, unless otherwise agreed to by Northern.

I. Gas-In-Place Option
II. 4-Step Withdrawal Option
III. 3-Step Withdrawal Option

To the extent monthly and daily capacity remains available after Northern has satisfied requests for service under the three options, Northern may, from time to time, offer service under this Rate Schedule on a partial-cycle basis. Northern will offer such service by posting a notice on its Internet website which requests bids for partial-cycle FDD Service. Northern will provide such service on a not unduly discriminatory basis and only if such service does not adversely affect Northern's obligation to existing Shippers receiving FDD service.

Options

Under each of the options that follow, Shipper shall be required to allocate its injection and withdrawal quantities as a pro rata share of the total aggregate FDD contract quantities, based on the Shipper's total FSQ or FDQ and the storage option election. A Shipper is entitled to a minimum of the injection and withdrawal parameters that result from using the FDD annual cycle quantity available in the three (3) types of service listed above. Account Balance quantities that are less than or greater than the Account Balance parameters contained in Shipper's Service Agreement shall be subject to the authorized overrun charge as fully described in Section 3. below. In the event that the Shipper has multiple FDD Service Agreements, Northern will net the Shipper's FDD account balances prior to determining the authorized overrun charge, provided that the Shipper has selected the same service type for each of the FDD Service Agreements. Should Shipper nominate injection or withdrawal quantities which would preclude Shipper's ability to meet

subsequent periodic Account Balance parameters or subsequent Injection Period or Withdrawal Period quantities, Northern shall have the right to refuse to schedule such quantities.

RATE SCHEDULE FDD
Firm Deferred Delivery Service
(Dth)

I. Gas-In-Place Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period

Total of all Shippers' Account Balances may not be greater than 39,434,500 on August 31.*

Withdrawal Period

Total of all Shippers' Account Balances may not be less than 8,539,200 on January 31.*

Total of all Shippers' Account Balances may not be greater than 31,784,800 on March 1.*

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
40% or less of FSQ	404,319* +900 per 100,000 of GIP in excess of 0	261,810*	75.0% or more of FSQ	1,028,529*	238,247*
40.0% or more but less than 80% of FSQ	617,117* +150 per 100,000 of GIP in excess of 23,691,626*	327,263*	less than 75% but more than 25% of FSQ	865,383* +550 per 100,000 of GIP in excess of 14,825,000*	238,247*
80.0% or more of FSQ	652,584*	392,715*	25% or less of FSQ	319,199* +3,670 per 100,000 of GIP in excess of 0	238,247*
			April	319,199*	119,124*
			May	Overrun (Interruptible)	Overrun (Interruptible)

RATE SCHEDULE FDD
Firm Deferred Delivery Service
(Dth)

II. 4-Step Withdrawal Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period	Withdrawal Period
Total of all Shippers' Account Balances may not be greater than 39,434,500 on August 31.*	Total of all Shippers' Account Balances may not be less than 23,720,000 on January 31.* Total of all Shippers' Account Balances may not be greater than 14,825,000 on March 1.*

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	468,158*	261,810*	November	1,028,529*	238,247*
July	553,278*	261,810*	December	1,028,529*	238,247*
August	617,117*	327,263*	January	1,028,529*	238,247*
September	652,584*	392,715*	February	794,450*	238,247*
October	652,584*	392,715*	March	539,091*	238,247*
			April	319,199*	119,124*
			May	Overrun (Interruptible)	Overrun (Interruptible)

RATE SCHEDULE FDD
Firm Deferred Delivery Service
(Dth)

III. 3-Step Withdrawal Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period

Total of all Shippers' Account Balances may not be greater than 39,434,500 on August 31.*

Withdrawal Period

Total of all Shippers' Account Balances may not be less than 23,720,000 on January 31.*

Total of all Shippers' Account Balances may not be greater than 14,825,000 on March 1.*

Daily Maximum FDQ:

Injection Period

Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ
June	468,158*	261,810*
July	553,278*	261,810*
August	617,117*	327,263*
September	652,584*	392,715*
October	652,584*	392,715*

Withdrawal Period

Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
November	1,028,529*	238,247*
December	1,028,529*	238,247*
January	1,028,529*	238,247*
February 1-14	1,028,529*	238,247*
February 15-28	539,091*	238,247*
March	539,091*	238,247*
April	319,199*	119,124*
May	Overrun (Interruptible)	Overrun (Interruptible)

RATE SCHEDULE FDD
Firm Deferred Delivery Service

C. Capacity Release

An FDD Shipper may utilize Northern's capacity release mechanism to permanently or temporarily release all or a portion of its FDD capacity for any or all of the periods for the remaining term of the FDD Agreement, pursuant to the applicable terms of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff. If only FDD storage capacity is to be released, then the release can be only on the same period basis. If the releasing Shipper wishes to release both FDD storage capacity and the related storage gas, the acquiring Shipper must take both the FDD storage capacity and the related storage gas. The release may be effectuated at any time during the periods, subject to the released FDD capacity continuing to be used according to the terms for the assigned FDD capacity.

D. Injection Period

Shipper shall be entitled to nominate a quantity of natural gas for injection up to its FDQ at an available designated storage point during the Injection Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Shipper shall deliver to Northern quantities scheduled for FDD service. However, Northern may refuse to schedule any nomination which would cause the Shipper's FDD Account Balance to exceed its FDD quantities as specified in the FDD Service Agreement.

Shipper shall specify any of the following designated storage points (hereinafter referred to as storage point) as its injection and withdrawal storage point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	Westar Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	Westar Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Transok Arapaho
Arkla Redmoon	Westar Reeves	ANR Greensburg
Lonestar Spraberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	Westar Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the storage points listed above, there is a storage point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

Quantities received by Northern from Shipper shall be considered transported by Northern, pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement, to the storage point and held in an account for Shipper.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

C. Capacity Release

An FDD Shipper may utilize Northern's capacity release mechanism to permanently or temporarily release all or a portion of its FDD capacity for any or all of the periods for the remaining term of the FDD Service Agreement, pursuant to the applicable terms of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff. If only FDD capacity is to be released, then the release can be only on the same period basis. If the releasing Shipper wishes to release both FDD capacity and the related storage gas, the acquiring Shipper must take both the FDD capacity and the related storage gas. The gas held in the releasing Shipper's storage account cannot exceed the available FDD capacity after the release. Further, in no way shall releases or recalls and reputs of FDD capacity result in the related gas in the storage account being stranded from the related FDD capacity. If the releasing Shipper recalls/reputs its FDD capacity, the related storage gas must be proportionally recalled/reput unless otherwise agreed upon by Northern. If any storage gas balance remains in the storage account at the time the capacity release terminates, the storage gas shall be returned to the releasing Shipper. The release may be effectuated at any time during the periods, subject to the released FDD capacity continuing to be used according to the terms for the assigned FDD capacity. Further, Northern will work with the parties to assure that gas is not stranded in a Shipper's storage account. Northern shall not be liable for the related gas held in the acquiring Shipper's storage account.

D. Injection Period

Shipper shall be entitled to nominate a quantity of natural gas for injection up to its FDQ at an available designated storage point during the Injection Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Shipper shall deliver to Northern quantities scheduled for FDD service. However, Northern may refuse to schedule any nomination which would cause the Shipper's FDD Account Balance to exceed its FDD quantities as specified in the FDD Service Agreement.

Shipper shall specify any of the following designated storage points (hereinafter referred to as storage point) as its injection and withdrawal storage point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	ONEOK WesTex/NNG Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	ONEOK WesTex/NNG Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Enogex Arapaho
CEGT Redmoon	ONEOK WesTex/NNG Reeves	ANR Greensburg
Atmos Spraberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	ONEOK WesTex/NNG Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the storage points listed above, there is a storage point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

Quantities received by Northern from Shipper shall be considered transported by Northern, pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement, to the storage point and held in an account for Shipper.

E. Withdrawal Period

Shipper shall be entitled to nominate a quantity of natural gas for withdrawal up to its FDQ at an available designated storage point during the Withdrawal Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Northern shall make available at the storage point the quantity of natural gas scheduled for FDD service. Shipper's total withdrawals at any storage point may not exceed its total injections at such storage point. Shipper shall specify in its nomination under a Firm or Interruptible Throughput Service Agreement the storage point as the receipt point for such delivery. Deliveries to and receipts from Shipper's account under this Rate Schedule shall not be subject to interruption except as provided herein.

F. Account Balance Transfer

To the extent allowed by the parameters of Shipper's FDD account(s), Shipper may, upon advising Northern, transfer its Account Balances (1) among different Shippers' FDD accounts, and/or, (2) between its own FDD accounts with no additional injection or withdrawal fees, and no transportation fees provided that the Shipper's accounts are held at the same storage point. Transfer of Account Balances between storage points, either on one account or among multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees. However, account balance transfers between accounts are limited to account balances where the Shippers have selected the same service type as provided in Paragraph 2.B. of this Rate Schedule, i.e., Gas-in-Place, 4-Step or 3-Step. Further, the account balance transfer shall not be allowed to create a negative account balance for any party involved in the transaction.

G. FDD Consolidation Agreement

One or more Shippers may consolidate FDD Service Agreements into a single consolidated FDD Service Agreement administered by an agent/operator for purposes of nomination, scheduling, balancing and invoicing. For purposes of this section, an agent/operator could be a consolidating Shipper. The rights and obligations under the consolidated FDD Service Agreement will be the same as the collective rights of the individual FDD Service Agreements. FDD consolidation will not affect Northern's ability to provide firm service to the consolidating Shippers or other firm Shippers.

Each consolidated FDD Service Agreement must have the same options pursuant to Section 2.B. of this Rate Schedule.

Market-based-rate FDD Service Agreements may be consolidated with non-market-based rate FDD Service Agreements, provided all of the underlying FDD Service Agreements and the consolidated FDD Service Agreement have the same options pursuant to Section 2.B of this Rate Schedule, as well as equivalent commodity rate components. In order to separately account for all revenues associated with facilities used to provide market-based storage services, reservation charge revenues under the consolidated FDD Service Agreement will be accounted for based on each shipper's respective tariff and market-based reservation charges, and capacity charge revenues under the consolidated FDD Service Agreement will be accounted for based on each Shipper's respective tariff and market-based capacity charges. Further, Northern will pro-rate commodity revenues based on each Shipper's respective tariff and market-based FSQs.

Shipper and Shipper's agent/operator shall have executed an FDD Consolidation Agreement with Northern in the form contained in this Tariff. The form of service agreement used to facilitate the FDD Consolidation Agreement will be the Firm Deferred Delivery Service Agreement under Sheet Nos. 441 and 441A. The rates and terms and conditions of service shall be set forth in an Amendment.

Shipper agrees that the agent/operator will nominate under the consolidated FDD Agreement, and neither Shipper nor agent will nominate under Shipper's individual FDD Service Agreement.

Shipper's FDD Service Agreement shall maintain an inactive status during the time period each Shipper is a party to a Consolidation Agreement. A Shipper initiating participation in an FDD Consolidation Agreement must provide written notice to Northern ten (10) business days prior to the beginning of the month the agreement is proposed to be effective. The agreement becomes valid on the date set forth in the agreement and upon execution by the parties.

A Shipper terminating participation in an FDD Consolidation Agreement must provide at least ten (10) days written notice to Northern to withdraw from the agreement effective at the end of that month. The notice to terminate must represent that the agent has consented and the distribution of all account balance information for the Shipper withdrawing from the consolidation agreement, including the volumes, the storage points associated with the volumes and the transportation used to inject the volumes into the storage account.

Shipper and agent/operator agree that agent is the sole nominator and sole agent under Shipper's FDD Service Agreement and the Consolidation Agreement.

By participating in this arrangement, Shipper recognizes that during that participation it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement(s), the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.

Nothing herein relieves Shipper of its obligation under the respective FDD Service Agreements including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreements. In the event the agent fails to pay the invoice, the Shipper will be given ten (10) calendar days from the date Northern notifies the Shipper to pay the invoice, subject to Section 8, Billing and Payment, of the GENERAL TERMS AND CONDITIONS of this Tariff. Each Shipper's balancing obligations will be determined on a pro rata basis. Unless otherwise agreed by the parties, obligation for all costs shall be distributed between the Shippers on a pro rata basis based on the original Firm Storage Quantities (FSQs).

RATE SCHEDULE FDD
Firm Deferred Delivery Service

3. FIRM STORAGE QUANTITY (FSQ)

The FSQ shall be the maximum (or minimum) quantity of natural gas specified in Shipper's Service Agreement that Northern is obligated to accept for service on a firm basis. Shipper shall not be permitted to exceed the totals established in its Service Agreement for any period or for any day except as permitted in this Section.

Shipper's FSQ shall be specified as the maximum FDD Account Balance quantity. Periodic maximum and minimum Account Balance parameters and daily maximum quantities based on the Shipper's Injection and Withdrawal Periods shall be set forth in Appendix A to Shipper's Service Agreement.

Unless otherwise agreed, Shipper is required to comply with its periodic Account Balance parameters. If operationally feasible, Northern may agree to retain for a subsequent period any quantities remaining in the FDD account after the Withdrawal Period. Such volumes will be considered Rollover volumes. Such volumes shall be subject to the Annual Rollover Charge and will be included in the subsequent period's total contract quantity. The rollover quantity cannot exceed the next year's FSQ. If the FDD Service Agreement is not renewed or there are Rollover volumes in excess of the next year's FSQ, these Rollover volumes must be withdrawn in accordance with the provisions of Sections 5.b. and 5.c. of Rate Schedule IDD.

Authorized Overrun

Should Shipper, or its Designee, desire to nominate quantities for firm storage in excess of its current FDQ, such quantities shall be scheduled pursuant to the terms and conditions of Rate Schedule IDD if capacity is available, and will be subject to the authorized overrun charge. Northern shall have the right to interrupt all or part of the excess quantity. Northern shall notify Shipper, or its Designee, of such interruption.

Account Balance quantities that are less than the January 31 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. Account Balance quantities that are greater than the August 31 and March 1 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. However, as provided in Paragraph 2.B., in the event that the Shipper has multiple FDD Service Agreements, Northern will net the Shipper's FDD account balances prior to determining the authorized overrun charge, provided that the Shipper has selected the same service type for each of the FDD Service Agreements.

Authorized Reductions

In the event that Northern has allocated storage injections during the Withdrawal Period, FDD Shippers shall be allowed to reduce scheduled firm withdrawal quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Injection FDQ during the Withdrawal Period as shown on Sheet No. 135B. In the event that the difference between the total firm withdrawal quantity nominated during the last nomination cycle compared to the total firm withdrawal quantity scheduled as the FDD Shipper's daily firm withdrawal rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Injection FDQ, Northern shall allocate the firm reductions pro-rata.

In the event that Northern has allocated storage withdrawals during the Injection Period, FDD Shippers shall be allowed to reduce scheduled firm injection quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Withdrawal FDQ during the Injection Period as shown on Sheet No. 135B. In the event that the difference between the total firm injection quantity nominated during the last nomination cycle compared to the total firm injection quantity scheduled as the FDD Shipper's daily firm injection rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Withdrawal FDQ, Northern shall allocate the firm reductions pro-rata.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

3. FIRM STORAGE QUANTITY (FSQ)

The FSQ shall be the maximum (or minimum) quantity of natural gas specified in Shipper's Service Agreement that Northern is obligated to accept for service on a firm basis. Shipper shall not be permitted to exceed the totals established in its Service Agreement for any period or for any day except as permitted in this Section.

Shipper's FSQ shall be specified as the maximum FDD Account Balance quantity. Periodic maximum and minimum Account Balance parameters and daily maximum quantities based on the Shipper's Injection and Withdrawal Periods shall be set forth in Appendix A to Shipper's Service Agreement.

Unless otherwise agreed, Shipper is required to comply with its periodic Account Balance parameters. If operationally feasible, Northern may agree to retain for a subsequent period any quantities remaining in the FDD account after the Withdrawal Period. Such volumes will be considered Rollover volumes. Such volumes shall be subject to the Annual Rollover Charge and will be included in the subsequent period's total contract quantity. The rollover quantity cannot exceed the next year's FSQ. If the FDD Service Agreement is not renewed or there are Rollover volumes in excess of the next year's FSQ, these Rollover volumes must be withdrawn in accordance with the provisions of Sections 5.b. and 5.c. of Rate Schedule IDD.

In the event that it is not operationally feasible for Northern to retain any (1) quantities in excess of Shipper's periodic Account Balance parameters, or (2) Rollover volumes to a subsequent Injection Period, such volumes must be withdrawn upon at least 15 days notification from Northern and will be subject to the provisions of Section 5.c. of Rate Schedule IDD. In the event that the volumes become subject to Section 5.c. of Rate Schedule IDD, the Rollover Charge shall not be applicable.

Authorized Overrun

Should Shipper, or its Designee, desire to nominate quantities for firm storage in excess of its current FDQ, such quantities shall be scheduled pursuant to the terms and conditions of Rate Schedule IDD if capacity is available, and will be subject to the authorized overrun charge. Northern shall have the right to interrupt all or part of the excess quantity. Northern shall notify Shipper, or its Designee, of such interruption.

Account Balance quantities that are less than the January 31 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. Account Balance quantities that are greater than the August 31 and March 1 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. However, as provided in Paragraph 2.B., in the event that the Shipper has multiple FDD Service Agreements, Northern will net the Shipper's FDD account balances prior to determining the authorized overrun charge, provided that the Shipper has selected the same service type for each of the FDD Service Agreements.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

4. INTERRUPTION OF SERVICE

Firm service under this Rate Schedule shall have the highest scheduling priority of Northern's storage services. In addition, service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement(s). Any limitations imposed by such Throughput Service Agreements shall have precedence over Shipper's rights to service herein.

In the event that Northern is required to allocate capacity on its system, service under this Rate Schedule may be constrained by the allocation of capacity to the applicable Transportation Service Agreement.

5. OFFERING OF SERVICE

Available FDD capacity will be posted on Northern's Internet website. Northern shall accept requests for service under this Rate Schedule for FDD quantities available. Such requests must contain information required to initiate service as defined in Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff. Priority for service shall be based on the price and term offered by the Shipper. For the purposes of allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Northern, upon receiving such requests including all information required to initiate service, shall notify Shipper of the quantity of FDD capacity available and any inability to provide the service requested. Any allocations required as a result of receiving matching offers will be on a pro rata basis.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

Authorized Reductions

In the event that Northern has allocated storage injections during the Withdrawal Period, FDD Shippers shall be allowed to reduce scheduled firm withdrawal quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Injection FDQ during the Withdrawal Period as shown on Sheet No. 135B. In the event that the difference between the total firm withdrawal quantity nominated during the last nomination cycle compared to the total firm withdrawal quantity scheduled as the FDD Shipper's daily firm withdrawal rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Injection FDQ, Northern shall allocate the firm reductions pro-rata.

In the event that Northern has allocated storage withdrawals during the Injection Period, FDD Shippers shall be allowed to reduce scheduled firm injection quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Withdrawal FDQ during the Injection Period as shown on Sheet No. 135B. In the event that the difference between the total firm injection quantity nominated during the last nomination cycle compared to the total firm injection quantity scheduled as the FDD Shipper's daily firm injection rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Withdrawal FDQ, Northern shall allocate the firm reductions pro-rata.

4. INTERRUPTION OF SERVICE

Firm service under this Rate Schedule shall have the highest scheduling priority of Northern's storage services. In addition, service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement(s). Any limitations imposed by such Throughput Service Agreements shall have precedence over Shipper's rights to service herein.

In the event that Northern is required to allocate capacity on its system, service under this Rate Schedule may be constrained by the allocation of capacity to the applicable Transportation Service Agreement.

5. OFFERING OF SERVICE

Available FDD capacity will be posted on Northern's Internet website. Northern shall accept requests for service under this Rate Schedule for FDD quantities available. Such requests must contain information required to initiate service as defined in Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff. Priority for service shall be based on the price and term offered by the Shipper. For the purposes of allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Northern, upon receiving such requests including all information required to initiate service, shall notify Shipper of the quantity of FDD capacity available and any inability to provide the service requested. Any allocations required as a result of receiving matching offers will be on a pro rata basis.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

6. RATES AND CHARGES

The rates and charges for service under this Rate Schedule shall include each of the following:

(a) Reservation Charge - The reservation charge is set forth on Sheet No. 55 of this Tariff. The reservation charge is billed monthly for 12 months. The monthly bill is equal to the reservation charge multiplied by the Shipper's highest FDQ during the Withdrawal Period.

(b) Capacity Charge - The capacity charge is set forth on Sheet No. 55 of this Tariff. The capacity charge is billed each month during the Injection Period. The monthly bill is equal to the capacity charge multiplied by the FSQ divided by 5. The capacity charge is billed each month of the Injection Period.

(c) Injection Charge - The injection charge per Dth is set forth on Sheet No. 55 of this Tariff. Such charge shall apply to all quantities received by Northern for Shipper's FDD account during the Injection Period, and is billed each month during the Injection Period. The injection charge in the Withdrawal Period shall equal the authorized overrun charge.

(d) Withdrawal Charge - The withdrawal charge per Dth is set forth on Sheet No. 55 of this Tariff. Such charge shall apply to all quantities withdrawn from Shipper's FDD account during the Withdrawal Period, and is billed each month during the Withdrawal Period. The withdrawal charge in the Injection Period shall equal the authorized overrun charge.

(e) Fuel - The FDD storage fuel rate is set forth on Sheet No. 54 of this Tariff. Such rate shall apply to all quantities received by Northern for Shipper's FDD account during the Injection Period.

(f) Rollover Charge - The rollover charge per Dth is set forth on Sheet No. 55 of this Tariff. Such charge shall apply to the balance held in Shipper's FDD account as of the end of the Withdrawal Period.

(g) Authorized Overrun Charge - The authorized overrun charge is equal to the IDD Monthly Inventory Charge as set forth on Sheet No. 55 of this Tariff. The authorized overrun charge shall be assessed to quantities scheduled above the Shipper's FDQ and to quantities less than or greater than the periodic account balance parameters in Shipper's Service Agreement, as provided in Section 3. of this Rate Schedule.

(h) Flexibility - Unless otherwise mutually agreed to by Northern and Shipper, all rates for service herein shall be flexible within the minimum and maximum levels shown on Sheet No. 55 of this Tariff. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern shall have the right to charge the maximum rate at any time as a condition of new service or continuation of service beyond the termination date set forth in Shipper's Service Agreement. Northern shall make all filings required by F.E.R.C. regulation with respect to the rate(s).

RATE SCHEDULE FDD
Firm Deferred Delivery Service

Billing for FDD service will commence in accordance with Section 6 of this Rate Schedule.

Northern may file with and seek Commission approval under Section 4 of the Natural Gas Act to change any rates or charges set forth in this Rate Schedule from time to time, whenever in Northern's judgment such change is necessary to assure just and reasonable rates. Northern shall notify Shipper of such filing in accordance with Section 4(d) of the Natural Gas Act. Northern may collect such change in rates in accordance with Section 4(e) of the Natural Gas Act.

Transportation Service Associated with Storage Service

Deliveries and redeliveries of the FDD quantities shall be subject to the rates, terms and conditions of the upstream or downstream Firm or Interruptible Throughput Service Agreement including transportation entitlements and capacity allocations.

A Shipper utilizing a Firm Throughput Service Agreement to transport its FDD volumes is required to have a storage point as a Primary Receipt Point on such Firm Throughput Service Agreement. The MDQ for such points shall be the Shipper's lowest daily maximum withdrawal quantity during the Withdrawal Period. If the Shipper has multiple Firm Throughput Service Agreements, the required MDQ may be split among the Agreements. In the event a Shipper has a Firm Throughput Service Agreement but does not utilize such Agreement to transport its FDD volumes, such Shipper will not be required to have a storage point as a Primary Receipt Point. Such Shipper must provide Northern with an affidavit affirming that it will not transport its FDD volumes under its Firm Throughput Service Agreement. In the event such shipper subsequently decides to transport its FDD volumes on its Firm Throughput Service Agreement, the Firm Throughput Service Agreement shall be amended within 30 days of notice from Northern to add a storage point as a Primary Receipt Point with an MDQ equal to the Shipper's lowest daily maximum withdrawal quantity during the Withdrawal Period. If the amendment is not executed within the 30-day period, Northern will tender an amendment to the Shipper reflecting the addition of the storage point and the MDQ. To balance the Shipper's total receipt point MDQ, the primary receipt point MDQs will be reduced pro rata by an amount equal to the increase in the storage point. Such amendment would be deemed effective as of the date issued by Northern.

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a transportation point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When the Ogden storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event Shipper has used interruptible service into the FDD account, Shipper may utilize released capacity, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the FDD account.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

Billing for FDD service will commence in accordance with Section 6 of this Rate Schedule.

Northern may file with and seek Commission approval under Section 4 of the Natural Gas Act to change any rates or charges set forth in this Rate Schedule from time to time, whenever in Northern's judgment such change is necessary to assure just and reasonable rates. Northern shall notify Shipper of such filing in accordance with Section 4(d) of the Natural Gas Act. Northern may collect such change in rates in accordance with Section 4(e) of the Natural Gas Act.

Transportation Service Associated with Storage Service

Deliveries and redeliveries of the FDD quantities shall be subject to the rates, terms and conditions of the upstream or downstream Firm or Interruptible Throughput Service Agreement.

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a transportation point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When the Ogden storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event Shipper has used interruptible service into the FDD account, Shipper may utilize released capacity, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the FDD account.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

7. TERM OF SERVICE AGREEMENT

FDD Agreements entered into prior to implementation of Order No. 636, shall retain any unilateral rollover right (grandfathered rollover right) contained therein. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original FDD agreement, or a rollover at less than maximum rates, then the FSQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the FSQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall not be subject to the Right of First Refusal process. If a Shipper under an agreement containing a grandfathered rollover right provides notice of termination pursuant to the agreement, it must notify Northern at the same time of its wishes to have the capacity posted for bids in the Right of First Refusal process. If Shipper does not so notify Northern, the FSQ shall not be subject to the Right of First Refusal process.

FDD Service Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and FDD Service Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. Northern and Shipper may mutually agree to include ROFR rights in other FDD Agreements on a not unduly discriminatory basis.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following: In the event a "firm customer of Shipper" served by use of Shipper's firm deferred delivery entitlement on Northern arranges either directly or indirectly for incremental firm deferred delivery service with Northern for the remaining term of the Shipper's Service Agreement in lieu of taking assignment from Shipper for such firm deferred delivery service, Northern agrees to reduce Shipper's firm deferred delivery entitlement by an amount determined by Shipper that is no greater than the level of contract demand of incremental firm deferred delivery service arranged for with Northern by the "firm customer of Shipper" (i.e., Northern is kept revenue neutral except to the extent Northern discounts to the customer), provided however, Shipper must first submit an affidavit to Northern verifying that such customer was being served by use of Shipper's firm deferred delivery entitlement on Northern. Reductions by Shipper will not be allowed if the "firm customer of Shipper" arranges either directly or indirectly for a non-incremental service (i.e., capacity release) on Northern or for interruptible service (i.e., IDD or PDD) on Northern.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby made part of this Rate Schedule. In the event that there is any conflict between the General Terms and Conditions of this Tariff and this Rate Schedule, this Rate Schedule shall have precedence.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for Preferred Interruptible Deferred Delivery Service (PDD) on a not unduly-discriminatory basis:
(1) subject to Northern's availability to provide the service; and
(2) provided the service requested sets forth the specific receipt and delivery terms and months in an Appendix A to the PDD Service Agreement;
(3) at the sole discretion of Northern when Shipper and Northern have executed a PDD Service Agreement in the form contained in Northern's FERC Gas Tariff ("Tariff").

Northern shall not be required to provide service under this Rate Schedule that would require Northern to construct or acquire any new facilities or would prevent Northern from providing any other firm service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Service under this Rate Schedule shall be provided on an interruptible basis as follows:

PDD is a preferred interruptible service which provides for: (a) the agreement by Shipper and Northern of the specified months of service and specific receipt and delivery terms specified in an Appendix A; (b) the receipt or delivery by Northern of gas quantities that have been delivered by Shipper to the Deferred Delivery point(s) designated in an Appendix A of an executed PDD Service Agreement between Shipper and Northern; (c) Northern holding or being owed the deferred gas quantities at such Deferred Delivery point(s); and (d) the return of the gas quantities to Northern or the Shipper at mutually agreed upon Deferred Delivery point(s) subject to Section 5 of this Rate Schedule. Northern shall defer quantities of gas for the Shipper up to the maximum total quantity as specified in the Appendix of an executed PDD Service Agreement.

Service under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term as established by the mutual agreement of Shipper and Northern. The terms of each PDD Service Agreement Appendix shall be attached to the executed PDD Service Agreement between Shipper and Northern.

In the event that a PDD transaction is terminated prior to its expiration or the contract total quantity is reduced thereunder, Northern may, on a not unduly discriminatory basis, agree with the Shipper on a termination fee. The termination fee shall take into account the remaining value of the transaction's service parameters.

Service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement with Northern. Any limitations imposed by such Throughput Service Agreement shall have precedence over Shipper's rights to service herein.

To the extent allowed by the PDD transaction terms of the Shippers' PDD accounts, Shippers may, upon advising Northern, transfer its account balances (1) among different Shippers' PDD Accounts, and/or, (2) between its own PDD accounts with no additional injection or withdrawal fees, and no transportation fees provided that the Shippers' accounts are held at the same Storage point. Transfer of account balances between Storage points, either on one account or between multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

3. CONTRACT TOTAL QUANTITY:

The Contract Total Quantity (CTQ) shall be the maximum total volume of natural gas, specified in the Shippers' PDD Service Agreement Appendices, that Northern may accept for service under this Rate Schedule for injection or withdrawal to the Shipper's account. Shipper shall not be permitted to exceed the CTQ. Shipper is to perform within the daily, monthly and inventory parameters as outlined in Appendix A of the PDD Service Agreement.

4. RATE

The maximum and minimum rates for service under this Rate Schedule are listed on Sheet 55 of this Tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless a lower rate has been agreed to as set forth in Appendix A.

The rates and charges for service under this Rate Schedule shall include each of the following:

(a) Capacity Fee - The Capacity Fee set forth on Sheet No. 55 shall be multiplied by the applicable CTQ. The Capacity Fee will be credited or refunded in proportion to the amount of service that Northern is unable to provide the PDD Shipper.

(b) Injection Charge - The Injection Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities received for Shipper's account.

(c) Withdrawal Charge - The Withdrawal Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities delivered to Shipper.

(d) Monthly Inventory Charge - The Monthly Inventory Charge per MMBtu is set forth on Sheet No. 55 and shall apply to the absolute value of the inventory balances in the Shipper's PDD account for the month.

(e) Annual Rollover Charge - The annual rollover charge per MMBtu is set forth on Sheet No. 55 of this Tariff. Such charge shall apply to the balance held in Shipper's PDD Account as of March 31st unless otherwise contractually authorized. Revenues received from the annual rollover charge shall be credited in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this tariff.

(f) In no event will Northern charge a PDD shipper more than that which it would have charged an FDD shipper using the same injection and withdrawal parameters over an FDD cycle year.

Discounted Rates: Northern may from time to time at its sole discretion charge any individual Shipper under this Rate Schedule a PDD rate which is lower than the maximum rate set forth on currently effective rate sheet, provided, however, that such rate charged may not be less than the minimum rate set forth in currently effective Tariff rate sheet for Rate Schedule PDD.

Negotiated Rates: Northern and Shipper may mutually agree to rates for services that may be above the maximum rates or below the minimum on the currently effective Rate Sheet for Rate Schedule PDD. Such rates shall be subject to Northern's negotiated rate authority granted by F.E.R.C.

Transportation Service Associated with Deferred Delivery Service
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PDD quantities must be delivered to or redelivered from a Deferred Delivery point pursuant to a Throughput Service Agreement. Deliveries and redeliveries of the PDD quantities shall be subject to the rates, terms and conditions of the applicable Throughput Service Agreement including transportation entitlements and capacity allocations.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

3. PREFERRED DEFERRED QUANTITY AND MAXIMUM ACCOUNT TOTAL:

The Contract Total Quantity (CTQ) shall be the maximum total volume of natural gas, specified in the Shippers' PDD Service Agreement Appendices, that Northern may accept for service under this Rate Schedule for injection or withdrawal to the Shipper's account. Shipper shall not be permitted to exceed the CTQ.

The Preferred Deferred Quantity (PDQ) shall be the maximum daily volume of natural gas, specified in Shipper's PDD Service Agreement Appendices, that Northern may accept for service under this Rate Schedule for injection or withdrawal. Shipper shall not be permitted to exceed the PDQ.

In addition to the PDQ, the Shipper will agree to a maximum total quantity (MTQ), as set forth in the PDD Service Agreement Appendices, which will limit the total amount in the Shipper's account at any time.

4. RATE

The maximum and minimum rates for service under this Rate Schedule are listed on Sheet 55 of this Tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless a lower rate has been agreed to as set forth in Appendix A.

The rates and charges for service under this Rate Schedule shall include each of the following:

(a) Capacity Fee - The Capacity Fee set forth on Sheet No. 55 shall be multiplied by the applicable CTQ. The Capacity Fee will be credited or refunded in proportion to the amount of service that Northern is unable to provide the PDD Shipper.

(b) Injection Charge - The Injection Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities received for Shipper's account.

(c) Withdrawal Charge - The Withdrawal Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities delivered to Shipper.

(d) Monthly Inventory Charge - The Monthly Inventory Charge per MMBtu is set forth on Sheet No. 55 and shall apply to the absolute value of the inventory balances in the Shipper's PDD account for the month.

(e) In no event will Northern charge a PDD shipper more than that which it would have charged an FDD shipper using the same injection and withdrawal parameters over an FDD cycle year.

Discounted Rates: Northern may from time to time at its sole discretion charge any individual Shipper under this Rate Schedule a PDD rate which is lower than the maximum rate set forth on currently effective rate sheet, provided, however, that such rate charged may not be less than the minimum rate set forth in currently effective Tariff rate sheet for Rate Schedule PDD.

Negotiated Rates: Northern and Shipper may mutually agree to rates for services that may be above the maximum rates or below the minimum on the currently effective Rate Sheet for Rate Schedule PDD. Such rates shall be subject to Northern's negotiated rate authority granted by F.E.R.C.

Transportation Service Associated with Deferred Delivery Service
---

PDD quantities must be delivered to or redelivered from a Deferred Delivery point pursuant to a Throughput Service Agreement. Deliveries and redeliveries of the PDD quantities shall be subject to the rates, terms and conditions of the applicable Throughput Service Agreement including transportation entitlements and capacity allocations.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a pooling point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When the Ogden Storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event interruptible transportation service was used injecting into the PDD account, capacity release may be utilized, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the PDD account.

5. PDD POINTS OF SERVICE

Shipper shall specify any of the following designated Deferred Delivery points as its injection and withdrawal point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	Westar Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	Westar Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Transok Arapaho
Arkla Redmoon	Westar Reeves	ANR Greensburg
Lonestar Sprayberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	Westar Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the points listed above, there is a deferred delivery point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

6. REQUESTS FOR SERVICE

A valid request must be submitted in accordance with Section 26 "Requests for Service" and Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff, and:

A. Either with the request for service or at the time of execution of the PDD Service Agreement, such other information as required to comply with regulatory reporting or filing requirements; and

B. Sufficient information to determine Shipper's creditworthiness in accordance with Section 46 of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

Upon Northern's acceptance to provide the requested service, Northern shall tender to Shipper for execution a PDD Form of Service Agreement in the form as set forth in this Tariff.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a pooling point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When the Ogden Storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event interruptible transportation service was used injecting into the PDD account, capacity release may be utilized, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the PDD account.

5. PDD POINTS OF SERVICE

Shipper shall specify any of the following designated Deferred Delivery points as its injection and withdrawal point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	ONEOK WesTex/NNG Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	ONEOK WesTex/NNG Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Enogex Arapaho
CEGT Redmoon	ONEOK WesTex/NNG Reeves	ANR Greensburg
Atmos Sprayberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	ONEOK WesTex/NNG Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the points listed above, there is a deferred delivery point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

6. REQUESTS FOR SERVICE

A valid request must be submitted in accordance with Section 26 "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff, and:

A. Either with the request for service or at the time of execution of the PDD Service Agreement, such other information as required to comply with regulatory reporting or filing requirements; and

B. Sufficient information to determine Shipper's creditworthiness in accordance with Section 46 of the

GENERAL TERMS AND CONDITIONS of this Tariff.

Upon Northern's acceptance to provide the requested service, Northern shall tender to Shipper for execution a PDD Form of Service Agreement in the form as set forth in this Tariff.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a pooling point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When a Market Area Storage point is utilized, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event interruptible transportation service was used injecting into the PDD account, capacity release may be utilized, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the PDD account.

5. PDD POINTS OF SERVICE

Shipper shall specify any of the following designated Deferred Delivery points as its injection and withdrawal point:

Ogden	Powertex	Transwestern Halley
Demarcation	Westar Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread
	Westar Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Transok Arapaho
Arkla Redmoon	Westar Reeves	ANR Greensburg
Lonestar Sprayberry	PEPL Mullinville	Enogex Custer
		Westar Seagraves
		Valero Spraberry
		El Paso Keystone
		Pony Express (Tescott)

In addition to the points listed above, there is a deferred delivery point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

6. REQUESTS FOR SERVICE

Requests for service under this Rate Schedule shall be considered acceptable only if Shipper has completed and returned a valid written request in accordance with Section 27, "Information Required for a Valid Request", of the GENERAL TERMS AND CONDITIONS of this Tariff. Such request for service shall contain the information specified in Northern's service request form, as such may be revised from time to time, and:

A. Either with the request for service or at the time of execution of the PDD Service Agreement, such other information as required to comply with regulatory reporting or filing requirements; and

B. Sufficient information to determine Shipper's creditworthiness in accordance with Section 46 of the GENERAL TERMS AND CONDITIONS of this Tariff.

Upon Northern's acceptance to provide the requested service, Northern shall tender to Shipper for execution a PDD Form of Service Agreement in the form as set forth in this Tariff.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

7. NOMINATIONS AND SCHEDULING

Shipper shall nominate PDD service under this Rate Schedule in accordance with the nomination deadlines set forth in Section 28 of the GENERAL TERMS AND CONDITIONS of this Tariff.

8. ALLOCATION OF SERVICE

Shipper nominations shall be subject to confirmation by Northern which shall be based on the best operating information available to Northern.

Service under this Rate Schedule shall be scheduled and confirmed only after firm FDD service has been scheduled and confirmed by Northern. Service under this Rate Schedule shall be scheduled and confirmed prior to IDD service.

For purposes of allocating or curtailing service among Shippers under this Rate Schedule, Northern may give service priority based upon the highest total cost commitment to Shipper for PDD service. For the purposes of allocating capacity under this Rate Schedule, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Service may be allocated or curtailed on a pro-rata basis among Shippers willing to pay the same total cost commitment to Northern for such service.

9. NOTIFICATION FROM NORTHERN

Shipper may be required, upon notification from Northern, to cease or reduce deliveries to, or receipts from, Northern's PDD service within the gas day to protect firm FDD service or to comply with the parameters of Shipper's PDD Service Agreement and Appendices. Further, Shipper may be required to return deferred quantities and/or remove deferred quantities upon notification from Northern. Such notification may be via e-mail or posting on Northern's website. Northern's notification shall specify the time frame within which deferred quantities shall be removed and/or deferred quantities shall be returned, consistent with Northern's operating conditions, but in no event shall the specified time be sooner than the next gas day after Northern's notification. In the event that the specified time for removal or return of gas quantities is the next gas day, the time of required removal or return shall begin from the time that Shipper receives actual notice from Northern. Notices required after business hours for the next gas day will be provided to Shipper via e-mail or posting on Northern's website. In the event that Shipper makes a timely nomination in response to notification by Northern to remove deferred quantities and/or return deferred quantities, the obligation of Shipper to comply with the notification shall begin when Northern schedules the nomination.

A. In the event that Shipper is required to return deferred quantities and/or remove deferred quantities or deferred quantities are not delivered or received in accordance with the daily or monthly parameters outlined in any existing PDD Service Agreement and Appendices, Northern and Shipper may mutually agree to an extended time frame and/or modified terms of such Appendices. In the event that Shipper and Northern are unable to come to such agreement, Northern shall notify Shipper and Shipper shall deliver or receive the deferred quantities within the time frame specified in Northern's notice, which in no instance shall be less than one (1) calendar day. Any deferred quantities not removed within the time frame specified by Northern's notice shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. Any quantities not delivered for deferral within the time frame specified by Northern's notice shall be sold to Shipper at 150% of the System Average MIP, as defined in Section 32 of this Tariff which may be modified from time to time.

RATE SCHEDULE PDD
Preferred Deferred Delivery Service

B. In the event that deferred quantities remain in Northern's system and/or deferred quantities have not been returned to Northern's system at the termination of any existing PDD Service Agreement Appendices, Northern and Shipper may mutually agree to an extended time frame and/or modify the terms of such Agreement. In the event that Shipper and Northern are unable to come to such agreement, Northern shall notify Shipper and Shipper shall remove the deferred quantities and/or return the deferred quantities within the time frame specified in Northern's notice, which in no instance shall be less than one (1) calendar day. Any deferred quantities not removed within the time frame specified by Northern's notice shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. In addition, any deferred quantities not returned within the time frame specified by Northern's notice shall be sold to Shipper at 150% of the System Average MIP, as defined in Section 32 of this tariff which may be modified from time to time.

C. In the event deferred quantities are not removed from Northern's system or are sold to a shipper pursuant to (A) or (B) above, the value of the gas will be credited to shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this tariff.

10. OTHER CONDITIONS OF SERVICE

Northern shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

11. GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

1. AVAILABILITY:

This Rate Schedule is available to any Shipper with an effective Firm or Interruptible Throughput Service Agreement as contained in Northern's FERC Gas Tariff ("Tariff"). Shipper must also have an effective Interruptible Deferred Delivery Service Agreement (Service Agreement) with Northern in the form included in this Tariff prior to service commencing under this Rate Schedule.

Service under this Rate Schedule shall be available on a year-round basis. Shipper may request Northern on a daily basis to accept natural gas volumes delivered by Shipper under Rate Schedule TF, TFX, VFT, LFT or TI (injections) or to make volumes of natural gas available for transportation (withdrawals). Volumes accepted by Northern shall be held in an account for Shipper and shall be made available to Shipper subject to the terms of this Rate Schedule and as otherwise provided. Available IDD capacity will be posted on the EBB.

Shipper shall comply with the provisions of this Rate Schedule and the terms of its Service Agreement. Shipper shall pay the maximum rate for service herein as set forth in this Tariff unless a lower rate is established in the Service Agreement or confirmed by Northern in writing. The daily capacity available for service pursuant to this Rate Schedule shall be the daily Interruptible Deferred Quantity specified in Shipper's Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE:

Service under this Rate Schedule shall be interruptible up to Shipper's daily Interruptible Deferred Quantity as specified in

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

Section 3 of this Rate Schedule and set forth in Shipper's Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas volumes delivered to or received from Northern on a deferred basis under a Firm or Interruptible Throughput Service Agreement.

Shipper electing to inject volumes may nominate a volume of natural gas up to its daily Interruptible Deferred Quantity. Upon acceptance of such nomination or portion thereof by Northern, Shipper shall deliver volumes released for Interruptible Deferred Delivery Service to Northern.

Shipper whose volumes are transported to this service and held in an account for subsequent transportation under Rate Schedule TF, TFX, LFT or TI shall specify any of the following designated deferred delivery points (hereinafter referred to as a deferred delivery point) as its injection and withdrawal storage point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	Westar Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	Westar Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Transok Arapaho
Arkla Redmoon	Westar Reeves	ANR Greensburg
Lonestar Spraberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	Westar Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the storage points listed above, there is a storage point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

Volumes received by Northern from Shipper shall be considered transported by Northern pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement to the deferred delivery point and held in an account for Shipper. A transportation charge shall be assessed.

Shipper electing to withdraw volumes shall be entitled to nominate a volume of natural gas up to its Interruptible Deferred Quantity. Upon acceptance of such nomination by Northern Northern shall make available at the deferred delivery point the quantity of natural

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

Section 3 of this Rate Schedule and set forth in Shipper's Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas volumes delivered to or received from Northern on a deferred basis under a Firm or Interruptible Throughput Service Agreement.

Shipper electing to inject volumes may nominate a volume of natural gas up to its daily Interruptible Deferred Quantity. Upon acceptance of such nomination or portion thereof by Northern, Shipper shall deliver volumes released for Interruptible Deferred Delivery Service to Northern.

Shipper whose volumes are transported to this service and held in an account for subsequent transportation under Rate Schedule TF, TFX, LFT or TI shall specify any of the following designated deferred delivery points (hereinafter referred to as a deferred delivery point) as its injection and withdrawal storage point:

Ogden	MWP/Hockley	Transwestern Halley
Demarcation	ONEOK WesTex/NNG Carson	Linam Ranch
Permian	Pinnacle Lea	WTU/San Angelo
Mid-Continent	WTU/Rio Pecos	Golden Spread/Mustang Station
	ONEOK WesTex/NNG Hale	Ventura
Oasis Waha	CIG Dumas	TW/NNG Gray
El Paso Plains	Pleasant Valley	Enogex Arapaho
CEGT Redmoon	ONEOK WesTex/NNG Reeves	ANR Greensburg
Atmos Spraberry	PEPL Mullinville	Enogex Custer
Cheyenne Plains	CIG Garden City	ONEOK WesTex/NNG Seagraves
Enbridge-Pampa		Valero Spraberry
ONEOK Westex Moore		El Paso Keystone
		Pony Express (Tescott)
		Mustang Station Unit 5

In addition to the storage points listed above, there is a storage point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

Volumes received by Northern from Shipper shall be considered transported by Northern pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement to the deferred delivery point and held in an account for Shipper. A transportation charge shall be assessed.

Shipper electing to withdraw volumes shall be entitled to nominate a volume of natural gas up to its Interruptible Deferred Quantity. Upon acceptance of such nomination by Northern Northern shall make available at the deferred delivery point the quantity of natural

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

gas released for Interruptible Deferred Delivery Service. Shipper's volumes must be transported from Shipper's account under Rate Schedule TF, TFX, VFT, LFT or TI and Shipper shall specify in its nomination under such Rate Schedule(s) the deferred delivery point as the receipt point.

To the extent allowed by the parameters of the Shippers' IDD accounts, Shipper may upon advising Northern, transfer title to gas in their IDD accounts, with no additional injection or withdrawal fees.

Deliveries to and receipts from Shipper's account under this Rate Schedule shall be subject to interruption as provided herein. Transportation service required to effectuate service shall be subject to all restrictions and conditions set forth in Shipper's Throughput Service Agreement and Throughput Rate Schedule.

3. INTERRUPTIBLE DEFERRED QUANTITY AND MAXIMUM ACCOUNT TOTAL:

The Interruptible Deferred Quantity (IDQ) shall be the maximum daily volume of natural gas, specified in Shipper's IDD Service Agreement that Northern may accept for service under this Rate Schedule. Shipper shall not be permitted to exceed the IDQ established except as permitted below.

In addition to the IDQ, the Shipper will agree to a maximum total quantity, as set forth in the Service Agreement, which will limit the total amount in the Shipper's account at any time.

Authorized Overrun - On any day Shipper, or its Designee, may nominate volumes for service in excess of its IDQ.

4. INTERRUPTION OF SERVICE:

Service under this Rate Schedule shall be subject to interruption under the terms of Shipper's Throughput Service Agreement with Northern. Any limitations imposed by such Rate Schedule shall have

precedence over Shipper's rights to service herein.

Shippers shall nominate for injections and withdrawals pursuant to Section 6 below. Northern shall schedule and allocate available IDD injection and withdrawal capacity based on price.

a) Northern may call an IDD inventory allocation when, in Northern's reasonable judgment, the aggregate level of increased IDD activity could jeopardize the ability of Northern to meet its firm storage requirements (an "IDD Inventory Allocation"). Northern may call a "Positive IDD Inventory Allocation" when its storage inventory is approaching levels that might jeopardize Northern's injection capacity for firm storage service. Northern may call a "Negative IDD Inventory Allocation" when its storage inventory is approaching levels that might jeopardize Northern's ability to provide withdrawals for firm storage service. During an IDD Inventory Allocation Period, as defined below, IDD shippers shall be entitled to nominate, and Northern shall undertake to schedule in accordance with the General Terms and Conditions of its Tariff, IDD service. Individual Shipper's allowable IDD balance (AIB) at the end of the IDD Inventory Allocation Period shall be equal to its balance when the IDD Inventory Allocation Period commenced, or a percentage of such balance as determined in Northern's discretion. No less than thirty (30) days prior to the end of an IDD Inventory Allocation Period, Northern shall post to its website whether the AIB is the balance when the Inventory Allocation Process commenced or a percentage thereof. During a Positive IDD Inventory Allocation, an IDD Shipper's balance at the end of the IDD Inventory Allocation Period may be less than its AIB. In addition, during a Positive IDD Inventory Allocation, an IDD Shipper may nominate for injection to increase a negative account balance to zero. During a Negative IDD Inventory Allocation, an IDD Shipper's balance at the end of the IDD Inventory Allocation Period may be greater than its AIB. In addition, during a Negative IDD Inventory Allocation, the IDD Shipper may nominate for withdrawal to decrease a positive account balance to zero.

b) Northern will provide notice of an IDD Inventory Allocation at least twenty-four (24) hours prior to the timely nomination deadline for the Gas Day on which the IDD Inventory Allocation will commence, and such notice shall also state the Gas Day on which the IDD Inventory Allocation will end (such period between the commencement date and end date to be referred to as an "IDD Inventory Allocation Period"). Northern will post such notice on its website. Northern may extend the IDD Inventory Allocation by posting a revised notice of the extension on its website. Northern will also provide a grace period of one day for each day that an IDD Shipper's nomination in compliance with the IDD Inventory Allocation was unable to be scheduled by Northern during the last two weeks of such IDD Inventory Allocation Period.

c) In the event an IDD Shipper does not comply with an IDD Inventory Allocation in accordance with Section 4(a), above, at the end of the IDD Inventory Allocation Period, when Northern has declared a Positive IDD Inventory Allocation, any positive balance remaining in Shipper's IDD Account in excess of the AIB, after any grace period provided above, if applicable, shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. If Northern called a Negative IDD Inventory Allocation, then any negative balance remaining in Shipper's IDD Account less than the AIB, after the grace period provided above, if applicable, shall be invoiced to the Shipper at 150% of the Index Price as defined below in Section 5.c.

In the event scheduled IDD volumes must be curtailed, such volumes shall be curtailed on the basis of price.

For the purposes of allocating capacity, shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate.

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

5. OFFERING OF SERVICE

a) To initiate service under this Rate Schedule IDD, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

b) Northern shall provide Shipper at least three (3) business days notice prior to termination of its IDD account that a balance remains in Shipper's IDD account. Shipper shall have fifteen (15) days from the date of termination to withdraw or inject quantities to bring its IDD account balance to zero. The fifteen (15) day period ("grace period") will be extended one (1) day for each day on which Shipper nominates gas to be injected or withdrawn but Northern is unable to schedule such nomination.

c) Any positive balance remaining in Shipper's IDD account after the grace period shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. Any negative balance remaining in Shipper's IDD account after the grace period shall be invoiced to the Shipper at 150% of the Index Price, as defined below, for the day on which Shipper's IDD account terminated. The value of this gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

The Index Price shall equal the average of the prices at Northern-Demarcation, Northern-Ventura, El Paso, Permian Basin, and Panhandle, Tx - Okla occurring on the contract termination date, as reported in "Gas Daily."

6. NOMINATION

Deliveries to Northern. Shipper shall nominate service under this Rate Schedule in accordance with Section 28, "Nominations," of the GENERAL TERMS AND CONDITIONS of this Tariff. A shipper shall nominate gas to be received by Northern at the Point(s) of Receipt under a Throughput Service Agreement and transported under such Throughput Service Agreement to a Deferred Delivery Point. The IDD volumes scheduled will be received by Northern, on an interruptible basis, at a Deferred Delivery Point for Shipper's account.

Receipts from Northern. Shipper shall nominate to receive the IDD volumes from Northern in accordance with Section 28, "Nominations," of the GENERAL TERMS AND CONDITIONS of this Tariff. A shipper shall nominate gas to be received from Northern under a Throughput Service Agreement at a designated Deferred Delivery Point. The scheduled IDD volumes will be delivered by Northern, on an interruptible basis, to a Point of Delivery under the subject Throughput Service Agreement.

Additionally, the upstream and/or downstream contract information must be provided for a nomination to be valid.

7. RATES AND CHARGES

The rates and charges for service under this Rate Schedule shall include each of the following:

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

(a) Injection Charge - The Injection Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities received for Shipper's account.

(b) Withdrawal Charge - The Withdrawal Charge per MMBtu set forth on Sheet No. 55 shall apply to all quantities delivered to Shipper.

(c) Monthly Inventory Charge - The Monthly Inventory Charge per MMBtu is set forth on Sheet No. 55 and shall apply to the absolute value of the inventory balances in Shipper's IDD Account for the month.

(d) Annual Rollover Charge - The annual rollover charge per MMBtu is set forth on Sheet No. 55 of this Tariff. Such charge shall apply to the balance held in Shipper's IDD account as of March 31st.

(e) Flexibility - Unless otherwise mutually agreed to by Northern and Shipper, all rates for service herein shall be flexible within the minimum and maximum levels shown on Sheet No. 55 of this Tariff. Northern shall have the right to charge the maximum rate at any time as a condition of new or continuation of service beyond the termination date set forth in Shipper's Service Agreement. Northern shall make all filings required by F.E.R.C. regulation with respect to the rate(s).

(f) Fees - Shipper, or its Designee, shall reimburse Northern upon billing for fees paid by Northern to governmental or regulatory bodies for any filings required in conjunction with service provided to Shipper.

Transportation Service Associated with Deferred Delivery Service

IDD quantities must be delivered to or redelivered from a Deferred Delivery Point pursuant to a Throughput Service Agreement. Deliveries and redeliveries of the IDD quantities shall be subject to the rates, terms and conditions of the upstream or downstream Firm or Interruptible Throughput Service Agreement including transportation entitlements and capacity allocations.

A transportation rate and fuel is charged both into and out of a Field Area storage point. Except as provided below with regard to a transportation point and its associated storage point, a transportation rate and fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation or fuel charge. If the redelivery is to a Field Area point, the Field Area mileage/MID transportation rate and fuel is charged. To the extent a volume is transported between a pooling point and its associated storage point, no transportation fee or fuel shall be assessed. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation fee and fuel will be assessed.

When the Ogden Deferred Delivery Point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the deferred delivery point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event Shipper has used interruptible service into the IDD account, Shipper may utilize released capacity, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the IDD account.

8. GENERAL TERMS AND CONDITIONS:

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE SMS
SYSTEM MANAGEMENT SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper with an effective Firm Throughput Service Agreement as contained in Northern's FERC Gas Tariff ("Tariff"). The Shipper must also have an effective System Management Service, Service Agreement (SMS Service Agreement) with Northern in the form included in this Tariff prior to the commencement of service under this Rate Schedule. All throughput related services and rates are applicable as provided in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

System Management Service (SMS) is a companion service to Firm Throughput Service. SMS is a delivery point service providing no-notice firm delivery above or below the Shipper's daily scheduled amount under its corresponding Firm Throughput Agreement up to the Shipper's SMS entitlement without incurring daily delivery variance charges. The SMS entitlement begins after a five percent (5%) tolerance, or, for Small Customers, a tolerance of the greater of five percent (5%) or 650 MMBtu ("tolerance") above and below the scheduled volume is applied. To the extent Northern authorizes firm Throughput Overrun, SMS will provide tolerance above or below the total scheduled quantity (firm entitlement plus authorized overrun). However, Northern shall have the right to call a System Overrun Limitation (SOL), a Critical Day or a System Underrun Limitation (SUL). The SOL or Critical Day limits the ability for the SMS entitlement to be utilized above the scheduled volume, including overrun, on any given day when such scheduled volume is in excess of firm entitlement.

SMS volumes are the daily volume variance between (i) the amount scheduled at the delivery point, plus or minus the tolerance, and (ii) the amount actually taken at the delivery point unless Northern has called an SOL or Critical Day. If an SOL or Critical Day has been called, SMS is not available above the MDQ, unless throughput overrun has been scheduled in which case SMS is available below the scheduled level. If a SUL has been called, SMS is available below the throughput scheduled and SMS is available above the scheduled level. However, no five percent (5%) tolerance will apply below the Shipper's scheduled volume before the positive DDVC's apply. However, Small Customers tolerance and negative DDVC levels, as set forth above, apply at all times, even when an SUL is called. SMS volumes are charged the SMS commodity charge. SMS service allows the Shipper to exceed its firm entitlement, up to the SMS quantity, unless an SOL or Critical Day has been called. In addition to the SMS demand and commodity charges, all applicable throughput charges will also be assessed.

Also, see Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff, "Daily Delivery Variance Charges (DDVC)," which sets forth how SMS service operates in conjunction with DDVCs.

3. SMS QUANTITIES

The Shipper may contract for any level of SMS (SMSQ) for an annual period up to a maximum of the entitlement level of the corresponding Firm Throughput Agreement. SMS must be designated for the zone or delivery points as stated in the corresponding Firm Throughput Agreement and, upon written request prior to gas flow, is eligible at an alternate point(s).

RATE SCHEDULE SMS
SYSTEM MANAGEMENT SERVICE

4. RATES AND CHARGES

The rates and charges for service under this Rate Schedule shall include each of the following:

(a) Reservation Charge - The reservation rate is set forth on Sheet No. 55. The monthly charge is equal to the reservation rate multiplied by the SMS entitlement in effect for the respective month.

(b) Commodity Charge - The commodity rate is set forth on Sheet No. 55. The monthly charge is equal to the commodity rate multiplied by the sum of the daily volume variances. Daily volume variance is any difference between (i) the absolute value of the difference between the volume amount scheduled at the delivery point, and the volume amount actually taken at the delivery point for the day up to the amount of SMS contract quantity, and (ii) the applicable tolerance levels set forth in Section 48.

5. SMS AGREEMENTS

The Shipper must execute an SMS Service Agreement which will be linked to a specific companion Firm Throughput Service Agreement. The SMS Service Agreement term must match the companion Firm Throughput Service Agreement term unless such agreement exceeds five (5) years.

6. GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE SF

1. AVAILABILITY

This Rate Schedule SF shall apply to all firm and interruptible sales service rendered by the Pipeline Sales Division of Northern Natural Gas Company (Northern's Merchant Division) under the blanket certificate of public convenience and necessity granted to Northern pursuant to the order of the Federal Energy Regulatory Commission ("Commission") issued in Docket No. RS92-8 and Section 284.284(a) of the Commission's Regulations. Service under this Rate Schedule SF shall be available to any gas purchaser (Purchaser) pursuant to such blanket certificate and with which Northern's Merchant Division has entered into a Sales Service Agreement pursuant to this Rate Schedule SF.

2. APPLICABILITY AND CHARACTER OF SERVICE

The sales service rendered pursuant to this Rate Schedule SF shall be sold separately and totally unbundled from transportation or gathering service on the facilities of Northern Natural Gas Company (Northern).

3. REQUESTS FOR TRANSPORTER SALES SERVICE

Sales service under this Rate Schedule SF shall be available only on the condition and to the extent that Northern's Merchant Division and Purchaser have agreed, each acting in its sole discretion, to such service and have executed a written Sales Service Agreement that contains the terms, conditions, rates and fees applicable to such service. Northern shall have no obligation to provide sales service for any quantity of gas or period of time except to the extent it has specifically agreed to do so in a Sales Service Agreement executed in accordance with this Section 3. When a Sales Service Agreement between Northern's Merchant Division and a Purchaser expires, Northern's Merchant Division is authorized to automatically terminate and abandon the sales service without the requirements of any pre-approval by the Commission for such termination and abandonment.

4. RATES, CHARGES, TERMS AND CONDITIONS

The terms, conditions, rates and charges applicable to service provided under this Rate Schedule SF shall be those negotiated terms, conditions, rates and charges to which Northern's Merchant Division and Purchaser have agreed in the Sales Service Agreement between them relating to such service as described in Section 3 of this Rate Schedule SF. Northern's Merchant Division shall negotiate such terms, conditions, rates and charges with individual Purchasers on a not unduly discriminatory basis.

RATE SCHEDULE SF

5. TRANSPORTATION AND GATHERING

Purchaser, or its agent, shall be responsible for arranging for all gathering and transportation of the gas sold and purchased hereunder, from the point of sale under this Rate Schedule SF to the ultimate point of delivery to Purchaser's facilities.

6. POINT OF SALE AND AGENCY PROVISIONS

The point of sale under this Rate Schedule will be the furthest point upstream where the gas enters Northern-owned facilities. Therefore, if Northern's Merchant Division's supply enters the system through gathering facilities owned by Northern, the point of sale will be the point where the gas enters the gathering system. If the gas first enters Northern's system at a mainline interconnection, then the point of sale will be such mainline interconnection. The Purchaser will be responsible for all gathering and throughput charges on Northern's system or on third-party facilities downstream of the point of sale necessary to deliver the gas to the Purchaser. Therefore, each Purchaser must have a gathering and/or throughput agreement with Northern. Purchaser may elect to use Northern as agent under this Rate Schedule SF to perform functions mutually agreed to.

Sheet No. 152 is Reserved for Future Use

RATE SCHEDULE MPS
MID Pooling Service

1. AVAILABILITY:

This Rate Schedule MPS is available to any legal entity for the pooling of natural gas within each Mileage Indicator District (MID) or group of MIDs, for subsequent firm or interruptible throughput service by Northern Natural Gas Company (Northern) under the following terms and conditions:

(a) the legal entity, or Pooling Customer, has executed a MID Pooling Service Agreement (MPS Agreement) in the form contained in Northern's FERC Gas Tariff; and

(b) the pooling service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS under this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE:

Subject to the provisions of this Rate Schedule MPS and the GENERAL TERMS AND CONDITIONS of this Tariff, service rendered under a MPS Agreement shall consist of the following:

(a) Each MID is an individual pooling area with each MID pooling area containing one paper pooling point which can serve as a pool for all of the receipt points located within the same MID pooling area.

Also, the receipt points in certain MIDs may be aggregated across MIDs and serve as a MID pooling area. The currently effective MID pools are set forth in (j) below. Northern may eliminate an aggregate pool effective any April 1 or November 1, after at least 2 months advance notice given in the form of a Section 4 tariff filing.

(b) With the exceptions of Demarcation (POI 37654) and Demarcation Deferred Delivery Point (POI 62389) in MID 16B being valid receipt points for the MID 17 pooling area, a Pooling Customer can only bring receipts to a pooling point from receipt points located within the same MID pooling area.

(c) Each Pooling Customer shall be required to nominate in accordance with Section 28 of the GENERAL TERMS AND CONDITIONS, receipts which will be delivered into each pooling point. The daily quantities which are nominated by the Pooling Customer from receipt point(s) for delivery into the pool must equal the daily quantities which are nominated away from the pool. A Pooling Customer on a daily basis will not be allowed to net receipts between various pooling points in order to balance its receipts and deliveries from a specific pooling point.

(d) A Pooling Customer shall be responsible for any imbalance which occurs at the receipt point between actual allocated receipt quantities and confirmed receipt nominations. For imbalance purposes, at the end of each month, MPS imbalances at all pools may be netted with any transportation contract imbalances incurred by the Pooling Customer and any remaining imbalance will be subject to resolution pursuant to Section 32 of the GENERAL TERMS AND CONDITIONS.

(e) A Pooling Customer shall be responsible for any receipt point scheduling penalties which occur pursuant to Section 31 of the GENERAL TERMS AND CONDITIONS.

(f) While maintaining a balance of all volumes at a specific pooling point, a Pooling Customer may transfer gas to another Pooling Customer at the same pooling point through the nomination process without incurring a transportation or fuel charge.

(g) A Pooling Customer can only sell gas at a pooling point to another Pooling Customer or to a Northern transportation shipper.

(h) A Pooling Customer may enter into multiple MPS Agreements.

(i) Associated with each MID pooling area, with the exception of the MID 17-192 pool, as listed below, is a MID storage point available for service on an interruptible or firm basis in accordance with Rate Schedule IDD, PDD or FDD, respectively.

(j) The pooling points and associated storage points are as follows:

Pooling Area/MID	Pooling Point POI	Associated Storage Point POI
1	71302	71318
2	71303	71319
3	71304	71320
4	71305	71321
5	71306	71322
6	71307	71323
7	71308	71324
1-7	78930	78933
8	71309	71325
9	71310	71326
10	71311	71327
11	71312	71328
12	71313	71329
8-12	78931	78934
13	71314	71330
14	71315	71331
15	71316	71332
16A	71317	71333
13-16A	78932	78935
16A-1707*	71450	71451
16B	37654	62389
17	71458	71459
17-192**	78623	N/A

(k) A pooling point may be scheduled as a primary or an alternate point for firm throughput Shippers and is also available for interruptible throughput Shippers. A MID pooling point will be considered a Primary Receipt Point for purposes of scheduling at the MID pool to the extent the Shipper holds unused primary receipt capacity at an allocated point within the same MID. In the event of an allocation, Northern will schedule the MID pooling point(s) based upon the priority of the capacity the Shipper has contracted at the specific allocated receipt point(s) upstream of the MID pooling point, in accordance with Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff. Aggregate MID pooling points must be on a separate contract from individual MID pooling points.

(i) Associated with each MID pooling area, with the exception of the MID 17-192 pool, as listed below, is a MID storage point available for service on an interruptible or firm basis in accordance with Rate Schedule IDD, PDD or FDD, respectively.

(j) The pooling points and associated storage points are as follows:

Pooling Area/MID	Pooling Point POI	Associated Storage Point POI
1	71302	71318
2	71303	71319
3	71304	71320
4	71305	71321
5	71306	71322
6	71307	71323
7	71308	71324
8	71309	71325
9	71310	71326
10	71311	71327
11	71312	71328
12	71313	71329
13	71314	71330
14	71315	71331
15	71316	71332
16A	71317	71333
16A-1707*	71450	71451
16B	37654	62389
17	71458	71459
17-192**	78623	N/A

(k) A pooling point may be a primary or an alternate point for firm throughput Shippers and is also available for interruptible throughput Shippers. A MID pooling point will be considered a Primary Receipt Point for purposes of allocations at the MID pool to the extent the Shipper holds primary receipt capacity within the same MID. In the event of an allocation, Northern will allocate the MIDs pooling point(s) based upon the priority of the capacity the Shipper has contracted at the specific receipt point(s) upstream of the MIDs pooling point, in accordance with Section 29 of the General Terms and Conditions of this Tariff.

(l) There will be no transportation, fuel or UAF charges for nominations from the Ventura deferred delivery point (POI 71460) to the MID 17-192 pool (POI 78623). There will be no transportation, fuel or UAF charges for nominations from the MID 17-192 pool (POI 78623) to the MID 17 pool (POI 71458). There will be no transportation, fuel or UAF charges for nominations from the Ventura pool (POI 78623) to the NBPL/NNG Ventura receipt point (POI 192).

* Restricted to the receipt points of POI 1707 - "Bushton Plant Outlet" and POI 71451 - "MID 16A Storage Pooling Point - 1707." For purposes of allocating this receipt point, Northern will consider as primary firm the quantity of gas nominated by Shipper up to the quantity of unused MDQ contracted as primary firm at POI 1707. All other nominations on a firm agreement will be deemed alternate.

** Restricted to the receipt point of POI 192 - "NBPL/NNG Ventura." For purposes of allocating this receipt point, Northern will consider as primary firm the quantity of gas nominated by Shipper up to the quantity of unused MDQ contracted as primary firm at POI 192. All other nominations on a firm agreement will be deemed alternate.

(l) There will be no transportation, fuel or UAF charges for nominations between the Ventura deferred delivery point (POI 71460) and the MID 17-192 pool (POI 78623). There will be no transportation, fuel or UAF charges for nominations from the MID 17-192 pool (POI 78623) to the MID 17 pool (POI 71458). There will be no transportation, fuel or UAF charges for nominations from the Ventura pool (POI 78623) to the NBPL/NNG Ventura receipt point (POI 192).

* Restricted to the receipt points of POI 1707 - "Bushton Plant Outlet" and POI 71451 - "MID 16A Storage Pooling Point - 1707." For purposes of allocating this receipt point, Northern will consider as primary firm the quantity of gas nominated by Shipper up to the quantity of unused MDQ contracted as primary firm at POI 1707. All other nominations on a firm agreement will be deemed alternate.

** Restricted to the receipt point of POI 192 - "NBPL/NNG Ventura." For purposes of allocating this receipt point, Northern will consider as primary firm the quantity of gas nominated by Shipper up to the quantity of unused MDQ contracted as primary firm at POI 192. All other nominations on a firm agreement will be deemed alternate.

3. OFFERING OF SERVICE:

To initiate service under this Rate Schedule MPS, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

4. TERM OF MPS AGREEMENT:

The MPS Agreement must be executed by the Pooling Customer prior to commencement of service.

The term of service shall be for a mutually agreeable term and shall be set forth in the MPS Agreement. If no service is rendered under a MPS Agreement for a one (1) year period, such MPS Agreement shall be terminated by Northern, unless otherwise mutually agreed.

5. RATES AND CHARGES:

No rate will be charged to a Pooling Customer for gas nominated from a receipt point for delivery to the pooling point in the same MID under this MID Pooling Service Rate Schedule; provided, however, if the gas is being nominated from a Field Fuel receipt point, then the Pooling Customer shall pay the applicable tariff fuel rate. Fuel shall be retained on nominations between a Field Fuel receipt point and the pooling point.

For purposes of rates, fuel and UAF charges, the location of MID 1-7 shall be deemed to be in MID 4, the location of MID 8-12 shall be deemed to be in MID 10 and the location of MID 13-16A shall be deemed to be in MID 13.

6. GENERAL TERMS AND CONDITIONS:

The GENERAL TERMS AND CONDITIONS of this Tariff, as may be revised from time to time, are hereby incorporated into and made a part of this Rate Schedule.

Effective Date: 09/24/2006 Status: Effective
FERC Docket: RP06-512-000

Second Revised Sheet No. 156 Second Revised Sheet No. 156 : Effective
Superseding: First Revised Sheet No. 156

Sheet No. 156 is Reserved for Future Use

Sheet No. 157 is Reserved for Future Use

Sheet No. 158 is Reserved for Future Use

Sheet No. 159 is Reserved for Future Use

Sheet No. 160 is Reserved for Future Use

Sheet No. 161 is Reserved for Future Use

Sheet No. 162 is Reserved for Future Use

Sheet No. 163 is Reserved for Future Use

Sheet No. 164 is Reserved for Future Use

Rate Schedule CS-1
Sublette, KS Firm Compression Service

1. AVAILABILITY:

This Rate Schedule CS-1 is available for the compression of natural gas at Northern's Sublette, KS compressor station under the following terms and conditions:

a) The Shipper has executed a Compression Services Agreement (CS-1 Agreement) in the form contained in Northern's FERC Gas Tariff;

b) Northern determines that sufficient capacity exists to provide the firm compression service.

2. DEFINITIONS

a) Exhibit A Volumes. The gas volumes that Northern will deliver to Shipper on the Liberal Lateral that are specific contractual requirements as listed on Exhibit A ("Exhibit A Volumes").

b) Additional Gas Volumes. Gas that is delivered by Shipper subject to the availability of capacity to the Northern Sublette Compressors to be delivered to the Liberal Lateral that are in addition to the Exhibit A Volumes ("Additional Gas Volumes").

c) Gross Liberal Lateral Volumes. The Exhibit A Volumes and any Additional Gas Volumes plus fuel and unaccounted for associated with the Exhibit A Volumes and the Additional Gas Volumes are collectively the Gross Liberal Lateral Volumes or the "GLV."

d) Net Liberal Lateral Volumes. The "Net Liberal Lateral Volumes" or the "NLV" shall be determined as the measured volume at the Delivery Point as defined below.

e) Total Station Fuel. Northern will determine the Total Station Fuel ("TSF") as the sum of the volumes measured by the fuel meters for the Northern Sublette Compressors, dehydrator(s), and other volume consumed and measured at the Northern-owned facilities.

f) Total Station Volume. The Total Station Volume ("TSV") shall be the measured volume at the Receipt Point, as defined below. This volume includes the Gross Liberal Lateral Volumes plus any other volumes that flow through the Sublette Compressor station to be transported on Northern's system.

g) Receipt Point. The meter located at the inlet to the Northern owned compressors (Units #26, #27, #13, #14) through which flows the Total Station Volume.

h) Delivery Point. The meter located at the outlet of the Sublette Compressor station that measures volumes that flow to Shipper on the Liberal Lateral consisting of the NLV.

i) Other Shipper Volume. The volumes that are confirmed to flow to the Receipt Point at Sublette by Shipper that will be transported by Northern and flow to Northern's pipeline system ("OSV").

Rate Schedule CS-1
Sublette, KS Firm Compression Service

3. APPLICABILITY AND CHARACTER OF SERVICE

Subject to the provisions of this Rate Schedule CS-1, service rendered under the CS-1 Agreement shall consist of the following:

a) This Rate Schedule shall apply to the firm compression of natural gas. The receipt point shall be the inlet side of Northern's Sublette, KS Compressor Station. The delivery point shall be the discharge side of the Sublette Compressor Station that is delivered into the Liberal Lateral.

b) The service provided hereunder involves compression only. No transportation service is provided under this Rate Schedule.

c) Compression of Exhibit A Volumes shall be considered firm. Compression of volumes in excess of Exhibit A volumes shall be considered interruptible.

4. COMPRESSION SERVICES

a) Capacity Reservation. Northern will reserve for the use of Shipper that portion of the compression capacity of the Northern Sublette Compressors required for the compression of the Exhibit A Volumes.

b) Compression Service. Northern will accept gas (1) up to the Exhibit A Volumes plus fuel and unaccounted for volumes attributable to that gas and (2) subject to the availability of capacity, any Additional Gas Volumes, plus fuel and unaccounted for volumes attributable to that gas, at the inlet of the Northern Sublette Compressor Station. Northern will compress the GLV and redeliver the NLV to Shipper at the Delivery Point.

c) Notice of Volumes. Shipper must notify Northern's Gas Control Department in writing by 11:30 a.m. on a daily basis of the expected NLV to be delivered at the Delivery Point for the next day. In addition, Shipper must confirm to Northern the OSV to be delivered at the Receipt Point.

d) Imbalances. Shipper shall be responsible for the "Imbalance Gas" as defined below. The Imbalance Gas shall be determined as the difference between (1) the Total Station Volume less the Other Shipper Volume not scheduled to the Liberal Lateral less the Actual Fuel and (2) the actual measured volume at the Liberal Lateral (NLV). The formula for the calculation is [(TSV-OSV)-Actual Fuel]-NLV. Northern shall notify Shipper by the 9th business day of the following month of the Imbalance Gas owed to Northern for compression service during the previous month by tendering an Imbalance Statement to Shipper. Shipper shall notify Northern by the 12th business day of the month to elect its method of resolving the imbalance as provided below. Shipper may (1) resolve the Imbalance Gas in kind by delivering additional gas at the Receipt Point during the month or (2) cashing out the Imbalance Gas by paying to Northern the Imbalance Gas times the Imbalance Index Price, as defined below. The "Imbalance Index Price" shall be computed in the same manner as Northern's Average Field Area Monthly Index Price as that term is set forth from time to time in Northern's FERC Gas Tariff except the "Imbalance Index Price" computation shall only include Panhandle Eastern TX-OKLA index price.

Rate Schedule CS-1
Sublette, KS Firm Compression Service

5. SERVICE CHARGES

a) Compression Fee - The Compression Fee-Exhibit A Volumes shown on Sheet No. 53 shall apply to the volumes shown on Exhibit A to the CS-1 Agreement times the number of days in the month regardless of gas flow.

b) Compression Fee - Additional Gas Volumes - The Compression Fee-Additional Gas Volumes shown on Sheet No. 53 shall apply to gas volumes in excess of the Exhibit A Volumes that are delivered to the Liberal Lateral.

c) Fuel. Shipper shall also pay for actual fuel used by Northern's Sublette Compressors to compress the GLV and any OSV scheduled to the Liberal Lateral ("Actual Fuel"). The Actual Fuel used will be calculated by multiplying the Total Station Fuel or TSF (defined in Section 2.5) by the product of the [the actual measured volume at the Receipt Point (TSV) less the Other Shipper Volume that is not scheduled for delivery to the Liberal Lateral] divided by the TSV. The formula for the calculation is: TSF x ([TSV-OSV] / TSV). Shipper shall pay Northern for the Actual Fuel in the resolution of the "Imbalance Gas" as defined above.

d) Unaccounted For. Northern will charge Shipper for the unaccounted for volumes from the Receipt Point to the Delivery Point. Shipper will charge Northern for the unaccounted for volumes from the inlet of the Northern Sublette Compressor Station to the Receipt Point. For purposes of this section, the unaccounted for volumes will be assumed to be equal.

6. RECEIPT AND DELIVERY POINTS; PRESSURE AND GAS QUALITY SPECIFICATIONS

a) Custody Transfer, Receipt and Delivery Points.

For purposes of measuring volumes for calculating actual fuel, nominating and scheduling volumes, determining compression fees, and defining responsibilities for lost and unaccounted for gas, the Receipt Point shall be the point of division between the parties. For purposes of defining responsibilities and possession of gas, the delineation of ownership and operation of the facilities as set forth on Exhibit B shall be the factor that defines the division between parties.

b) Receipt and Delivery Pressures.

All gas delivered by Shipper at the Receipt Point must meet the pressure standard specified on Exhibit A. All gas delivered by Northern at the Delivery Point must meet the pressure standard specified on Exhibit A.

c) Gas Quality Specifications.

All Shipper Gross Liberal Lateral Volumes must conform to the quality specifications for gas stated in the GENERAL TERMS AND CONDITIONS of Northern's Gas Tariff on file with the FERC, or in any succeeding FERC-approved Northern Gas Tariff ("Gas Quality Specifications").

d) Nonconforming Gas.

Northern shall exercise reasonable best efforts to accept Shipper Gross Liberal Lateral Volumes not in conformance with the Gas Quality Specifications. However, Northern will not accept nonconforming gas if Northern reasonably determines receipt of the gas will cause adverse operational conditions. In no event will Northern be required to accept free water, iron oxide, iron sulfide, calcium chloride or any other chlorides, or hazardous or toxic substances or materials.

7. TERM

The CS-1 Agreement must be executed prior to commencement of service.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract for extension, including evergreens, rollovers and other extensions.

8. GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this

Rate Schedule unless there is a conflict with this Rate Schedule CS-1. In the event of a conflict, the terms and conditions contained in this Rate Schedule CS-1 shall apply.

Sheet Nos. 168 through 199 are
Reserved for Future Use

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GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms shall have the following meanings whenever used in this Tariff:

Alternate Receipt Point. The term "Alternate Receipt Point" shall mean all other receipt points of Northern system other than those defined as Primary Receipt Points.

Billing Day. The term "billing day" shall mean the period of twenty-four (24) consecutive hours beginning at 9:00 a.m. central clock time and ending at 9:00 a.m. central clock time the following twenty-four (24) hour period.

Billing Month. The term "billing month" shall mean the period from 9:00 a.m. central clock time the 1st day of the calendar month to 9:00 a.m. central clock time the 1st day of the succeeding calendar month.

British Thermal Unit (Btu). The term "British thermal unit" ("Btu") shall mean the amount of heat required to raise the temperature of one pound of water from fifty-nine degrees Fahrenheit (59 F) to sixty degrees Fahrenheit (60 F).

Business Day. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

Bypassing Small Customers. The term "Bypassing Small Customers" shall mean Small Customers that have reduced their entitlement on Nothern's system that is serving existing load and that thereafter serve that existing load with incremental or new entitlement on another pipeline. Entitlement shall refer to the total TF12 Base, TF12 Variable, TF5, TFX of five months or longer and GST service that is in effect at the time that any reduction is made.

Calendar Year. The term "calendar year" shall mean a period beginning on the first day of January of each year and ending on the first day of the succeeding January.

Central Clock Time (CCT). The term "central clock time" or "CCT" shall mean Central Standard time throughout the year, as adjusted for Central Daylight time.

Contract Year. "Contract Year" shall mean a one year period commencing on the November 1 "gas day" and extending twelve months through October 31.

Cricondentherm Hydrocarbon Dew Point (CHDP) - The term "cricondentherm hydrocarbon dew point," or "cricondentherm temperature" shall mean the highest dew point temperature seen on a liquid-vapor curve for gas over a range of pressure, i.e., 200-1400 pounds per square inch absolute (psia).

Cubic Foot. The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees Fahrenheit (60 F), and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia) and corrected for deviation from ideal gas behavior.

CST. The term "CST" shall mean Central Standard Time or Central Daylight Time, whichever is applicable.

Commission. The term "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor federal governmental body or agency which is given the authority to regulate, review and/or oversee, in total or in part, the activities of interstate natural gas pipeline companies.

Day. The term "day" shall mean a period of twenty-four (24) consecutive hours, beginning at 12:00 Midnight CST, and ending at 12:00 Midnight CST, the following twenty-four (24) hour period.

Dekatherm. The term "dekatherm" (also spelled decatherm) or "Dth," which is equal to 10 therms, shall be the standard unit of measure for energy content. A dekatherm is one million (1,000,000) British thermal units, which is equivalent to 1 MMBtu. The Btu is measured on a total heating value (also known as gross heating value and higher heating value) basis. A dekatherm shall be the standard unit of quantity. However, any document containing "MMBtu" as the unit of quantity shall be deemed to be "Dth."

Delivery Point. The term "Delivery Point" or "Point of Delivery" shall mean the point, which may or may not be a physical point, at which Northern delivers gas to the Shipper.

Delivery Point Operator. The term "Delivery Point Operator" shall include any person interconnected to Northern or acting as agent for the interconnected party who is authorized to confirm Shipper delivery point nominations and ensure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the delivery point nominations. The Delivery Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to Northern.

Electronic Transmission. The term "Electronic Transmission" shall mean a mutually agreeable means of data communication whereby data is input by the Shipper directly into Northern's internal system applications either by keypunch or by means of electronic data file processing.

Excess Royalty. The term "Excess Royalty" shall mean any payment for royalty in excess of the normal 1/8 royalty, based on a unit price other than that actually paid for gas at the time of purchase, or an amount paid on a settlement payment.

Field Area. The term "Field Area" will mean the geographical area located south of the inlet to Northern's Clifton Compressor Station in Clay County, Kansas.

F/M Demarcation. The F/M Demarcation is a point of interest (POI) located at the inlet to the Clifton Compressor Station, which is the boundary between the Market and Field Area. The F/M Demarcation POI may be used as a delivery point in the Market or Field Area or a receipt point in the Market Area or Field Area.

Former SF Customer. The term "former SF customer" shall mean a customer which is required by Order No. 636 et seq., to convert its SF service to TF service.

Fuel. The term "Fuel" shall mean the volume of gas used for fuel, use, lost and unaccounted for.

Gas. The term "gas" shall mean natural gas, manufactured gas, propane-air gas or any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting predominantly of methane determined on a MMBtu basis.

Gas Day. The term "gas day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. central clock time.

Global Settlement. The Stipulation and Agreement of Settlement filed May 7, 1993 in Docket Nos. RS92-8, RP92-1, et al.

GS Customers. Grandfathered GS Customers are those eligible for service under Rate Schedule GS-T who were GS sales customers as of May 18, 1992, as stated on Appendix C to the Global Settlement and found on Sheet No. 510 of this tariff.

Gulf Coast. The term "Gulf Coast" will mean the geographical area located offshore of the states of Texas and Louisiana.

Local Distribution Company. The term "Local Distribution Company" or "LDC" shall mean any person, including a municipally owned/cooperative distribution company, other than any interstate pipeline or intrastate pipeline, owning pipeline facilities for, and engaged in the transportation or local distribution of natural gas and the sale of natural gas for ultimate consumption.

Mainline Receipt Point. The term "Mainline Receipt Point" shall mean the compressor station immediately downstream of gathering facilities or the outlet of third party processing plants, or the interconnection with other pipelines.

Market Area. In describing the location of Northern's facilities, the term "Market Area" shall mean the geographical area located north of the inlet to Northern's Clifton Compressor Station in Clay County, Kansas.

Mcf. The term "Mcf" shall mean 1,000 cubic feet of gas.

MDQ. The term "MDQ" shall mean the total volume of natural gas Northern is obligated to transport, under the terms of the applicable Rate Schedule, on a daily basis from the Primary Receipt Points to the Primary Delivery Points. Unless a Shipper has excess Receipt Point entitlements, Primary Receipt Point entitlements and Primary Delivery Point entitlements shall equal.

MMBtu. The term "MMBtu" shall mean 1,000,000 Btu.

Month. The term "month" or "calendar month" shall mean the period beginning on the first "gas day" of the calendar month following initial delivery and ending on the first "gas day" of the next succeeding calendar month.

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NAESB Standards. The business practices and electronic standards adopted by the North American Energy Standards Board (NAESB) (formerly Gas Industry Standards Board ("GISB")) and by the Commission. Northern incorporates the following NAESB Definitions, Standards and Datasets (Version 1.8 by reference herein:

0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2,16, 1.2.17, 1.2.18, 1.2.19, 1.3.2vi, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.22iv, 1.3.23, 1.3.26, 1.3.27, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62; 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.2, 5.3.5, 5.3.7, 5.3.9, 5.3.10, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.28, 5.3.29, 5.3.30, 5.3.33, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.2, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

Net Liquid Revenue. The term "Net Liquid Revenue" shall mean the revenue received by Northern for plant products less transportation, fractionization and marketing fees.

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New Services Settlement. The Stipulation and Agreement of Settlement filed in Northern's proceedings on March 29, 1991 in Docket No. RP88-259 et al., including Northern's Fourth Revised Volume No. 1 of Northern's FERC Gas Tariff.

Non Pipeline Delivery Points. The term "Non Pipeline Delivery Points" shall mean a Point(s) of Delivery on Northern's system which interconnects with the facilities of an entity in the Market Zone or Argus Field Zone which is not an interstate pipeline, intrastate pipeline or Hinshaw pipeline.

Operational Zone. The term "Operational Zone" shall refer to the geographical divisions of Northern's Market Area, A-B-C, D and E-F; and the Field Area, Argus as shown on the map on Sheet No. 26 of this FERC Gas Tariff.

Out-of-Balance Volumes. The out-of-balance volumes shall be the difference between the volumes scheduled at a delivery point and volumes actually delivered to the delivery point.

Plant Products. The term "Plant Products" shall mean the hydrocarbon products extracted, saved and sold from gas processed in a processing plant. These hydrocarbon products shall include, but not be limited to, ethane, propane, butanes and natural gasoline individually or as a mixture.

Plant Loss. The term "Plant Loss" shall mean the Btu's delivered to a processing plant less plant fuel, shrinkage, and residue gas.

Plant Fuel. The term "Plant Fuel" shall mean the volume of gas consumed for operation of a processing plant.

Plant Volume Reduction. The term "Plant Volume Reduction" or "(PVR)" shall mean a quantity of Btu's equal to the total of plant loss, fuel and shrinkage.

Primary Delivery Point. The term "Primary Delivery Point" shall mean those delivery points listed on Appendix A of the TF, TFX, VFT, or LFT Service Agreement with a specified firm volume assigned.

Primary Receipt Point. The term "Primary Receipt Point" shall mean those receipt points listed on Appendix A of the TF, TFX, VFT, or LFT Service Agreement with a specified firm volume assigned. In addition, a MID pooling point will be considered a Primary Receipt Point to the extent the Shipper holds primary receipt capacity within the same MID.

Purchaser. The term "Purchaser" shall mean any entity purchasing gas from Northern in accordance with the provisions of this Tariff, or any entity which qualifies for service under Northern's Rate Schedule SF.

Receipt Point. The term "Receipt Point" or "Point of Receipt" shall mean the point, which may or may not be a physical point, at which the Shipper delivers gas to Northern.

Receipt Point Operator. The term "Receipt Point Operator" shall include any person interconnected to Northern or acting as agent for the interconnected party who is authorized to confirm Shipper receipt point nominations and insure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the receipt point nominations. The Receipt Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to Northern.

Recourse Rate. The term "Recourse Rate" shall mean the Commission approved maximum tariff rates as set forth on Sheet Nos. 50 through 68, as modified from time to time.

Residue Gas. The term "Residue Gas" shall mean that portion of gas remaining after the deduction therefrom of PVR.

Right of Way Grantor. The term "Right of Way Grantor" shall mean a party who grants a strip of land, the use of which is acquired for the construction and operation of the pipeline.

Shipper. The term "Shipper" shall be defined to be a party who: 1) requests transportation under a Throughput Service Rate Schedule; or 2) executes a Throughput Service Agreement.

Shrinkage. The term "Shrinkage" shall mean the actual gallons of plant products extracted at a processing plant converted to Btu's.

Small Customers. Small Customers are those listed on Appendix C of the Global Settlement and found on Sheet No. 510 of this Tariff.

Thermally Equivalent Volumes. The term "thermally equivalent volumes" shall mean that during any given period of time the volumes of gas delivered hereunder at the Point(s) of Delivery multiplied by the total heating value of the gas at the delivery point(s) shall equal the volumes of gas received at the point(s) of receipt multiplied by the total heating value of the gas at the receipt point(s).

Tier Relationship Factors. The term "Tier Relationship Factors" shall mean the mathematical relationship of the rates for the Market Area TF12 Base, TF12 Variable, and TF5, and the Field Area TFF Throughput Services. The Tier Relationship Factors for the Reservation Rates shall be as follows:

	Services	Winter Months (Nov-Mar)	Summer Months (Apr-Oct)	Annual
Market Area:	TF 12 Base	1.35	.75	12.0
	TF 12 Variable	1.83	.75	14.4
	TF 5	2.00	N/A	10.0
Field Area:	TFF	1.35	.75	12.0

Tolling Agreement. A tolling agreement or arrangement means that the owner of the electric generator has agreed with an LDC to convert natural gas owned and provided by the LDC to electricity owned by the LDC.

Total or Gross Heating Value. The term "total or gross heating value" means the total calorific value, expressed in Btus when one cubic foot of anhydrous gas at sixty degrees Fahrenheit (60 F) is combusted with dry air at the same temperature and the products of combustion are cooled to sixty degrees Fahrenheit (60 F). The Btu specified is on a higher heating value (HHV) basis. A conversion factor is required to convert lower heating value to a higher heating value basis to correctly calculate the expected fuel usage of certain equipment. For estimating purposes, the higher heating value of natural gas is approximately 10 percent more than the lower heating value.

Town Border Station (TBS). The term "Town Border Station" ("TBS") shall mean the physical location where the LDC receives gas from Northern. The TBS generally consists of facilities to regulate gas pressure and measure gas quality and volumes.

Unauthorized Gas. "Unauthorized Gas" shall mean any volumes delivered to Northern from receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern.

Valid Request. Any reference in this Tariff to a "valid request" used in conjunction with Section 26 "Requests for Service" shall also include any requests submitted electronically through Northern's Internet website.

Wobbe Index - The term "Wobbe Index" shall mean a number which indicates the interchangeability of gas. The Wobbe Index is determined by dividing the higher heating value of the gas in Btu per standard cubic foot by the square root of its specific gravity with the respect to air. Wobbe Index is used as an indicator of the heat release rate of combustion equipment employing fixed orifices such as boilers, stoves, water heaters, and furnaces.

Year. The term "year" shall mean a period of 365 consecutive days; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

Weighted Average Peak Day. Weighted average peak day entitlement -- The "weighted average peak day entitlement" is computed by (1) multiplying a Shipper's TF5 MDQ times five (5); (2) multiplying the combination of Shipper's TF12 Base and Variable MDQ's times twelve (12); (3) adding the results of (1) and (2); and (4) dividing the total by 12.

Work Day. The term "work day" shall mean the days that Northern has its business offices open in the normal course of business.

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2. MEASUREMENT

Unit of Measurement. The unit of measurement shall be one cubic foot of gas and the term "cubic foot of gas", whenever used in Northern's Rate Schedules and these GENERAL TERMS AND CONDITIONS shall mean

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one cubic foot of gas at an absolute pressure of 14.73 pounds and a temperature of sixty degrees Fahrenheit (60 F).

COMPUTATION OF VOLUMES OF GAS:

Measurement Factors. The volume of gas delivered as measured by pipeline pressures shall be corrected to the unit of measurement. Measurement and determination of volume delivered shall be made in accordance with the recommendations set forth in the A.G.A. Gas Measurement Committee Report Number Three latest edition for orifice meters or (the A.G.A. Gas Measurement Committee Report Number Seven latest edition, for turbine meters or industry standards for other meters).

Temperature. The temperature of the gas passing through the meters shall be determined by the use of a continuous recording thermometer so installed that it will record properly the temperature of the gas flowing through the meters.

The daily temperature, based on the arithmetic average of the hourly temperature so recorded shall be used in measurement computation. Provided that, in case of small volume delivery, the installation of a thermometer may be omitted at the election of Northern, and in any such case, the temperature of the gas for the purpose of measurement shall be assumed to be sixty degrees Fahrenheit (60 F).

Specific Gravity. The specific gravity of the gas shall be calculated from chromatographic analysis of a representative gas sample.

Atmospheric Pressure. The normal barometric pressure in pounds per square inch, carried to one decimal place, for each Point(s) of Delivery, shall be used as the atmospheric pressure for measurement purposes.

Heating Value. The heating value of the gas delivered shall be calculated from a chromatographic analysis of a representative

gas sample collected daily during the month, or any other method mutually agreed upon. Such chromatographs shall be owned, operated and maintained by Northern at representative locations on Northern's transmission system, or as agreed upon.

The heating value of the natural gas received by Northern from its various sources of supply and of gas received for transportation will vary. However, Northern will operate its system such that the heating value will not fall below 950 Btu per cubic foot.

The unit of volume "at 1,000 Btu per cubic foot" or "as adjusted to 1,000 Btu per cubic foot" shall mean one cubic foot of gas as defined above and having an average total heating value of one thousand (1,000) British Thermal Units. Such units of volume shall be determined by multiplying the number of cubic feet of gas delivered during any billing day by the factor arrived at by dividing the average total heating value per cubic foot delivered on the previous day by 1,000 unless otherwise agreed to by Northern.

To the extent that Northern does not have chromatograph information for a Field Area point, and if the Btu changes after the 20th of the production month, such Btu change will not become effective until the beginning of the following month. If the Btu changes during the period from the first of the month through the 20th, such Btu change can be effective for the beginning of such month.

Supercompressibility. Determination of supercompressibility of natural gas shall be calculated from chromatographic analysis of gas samples taken at representative points as determined by Northern.

Gas Sampling and Analysis. Gas samples may be obtained and analyzed by one of the following methods:

Portable Chromatograph. Chromatographic analysis of a spot sample of gas taken at a representative location and analyzed on site by means of a portable gas chromatograph.

Spot Sample. Spot sample of gas taken at a representative location using a sample bottle and analyzed using a gas chromatograph at a location remote from the sampling location.

Continuous Sample. Sampling continuously into a sample bottle for a period of time at a representative location

and then analyzing the sample using a gas chromatograph.

On-Site Gas Chromatograph. On-site chromatograph sampling directly from a representative source and analyzing continuously.

System Gas Chromatograph. Gas chromatograph sampling directly from a representative source and analyzing continuously. The results are then applied to all other locations on the system that are representative of the sample source.

Spot Sampling Frequency. Mutually agreed upon frequency (monthly, quarterly, etc.)

Meter. Gas delivered by Northern to the Shipper/Purchaser shall be measured by an adequate meter or meters of standard type. The responsibility for meter installation, operation and maintenance shall be as mutually agreed between the parties. When more than one meter is used for measurement of gas delivered to the Shipper/Purchaser, the term "Meter" shall be construed to mean and include all such meters used for that purpose.

Receipt and Delivery Point Operator Flow Information Systems. Receipt and Delivery Point Operators may, subject to Northern specifications and at the operators' sole expense, install flow information systems at Northern's facilities sufficient to provide daily flow information. Such equipment shall be operated and maintained as agreed to between Northern and the Operator. Receipt and Delivery Point Operators who have installed flow information systems may provide such information to Northern in accordance with the established parameters, for use in compiling daily imbalances and daily service charges, subject to reasonable verification. To the extent the facilities become outdated and are no longer in compliance with Northern's specifications, the Receipt and Delivery Point Operators shall be so notified by Northern, and may install replacement facilities. If the replacement facilities are not installed within a reasonable period of time, Northern will discontinue accepting data from the outdated facilities and begin using Northern's data.

Equipment Testing. At reasonable intervals, Northern shall test and adjust to within measurement tolerances all equipment used in making the determination of factors used under the provision of this Section. Such equipment shall, at all reasonable times, be subject to test or an inspection by a representative of the Shipper/Purchaser in the presence of a representative of Northern.

The Shipper/Purchaser shall test, at reasonable intervals, all Shipper/Purchaser equipment used for measurement of gas where such measurement enters into the measurement computations and shall at the time of the tests, adjust such equipment to record accurately. Northern's representative shall have the right to witness such tests, or at reasonable times at Northern's election, to test and inspect such equipment in the presence of the Shipper/Purchaser.

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Measuring Equipment Out of Repair. If, for any reason, any measuring equipment is out of service or out of repair so that the quantity of gas delivered is not correctly indicated by the reading thereof, the gas delivered during such period shall be estimated by the parties on the basis of the best data available using the first of the following methods which is feasible:

a) By using the registration of any check measuring equipment installed and accurately registering; or

b) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or

c) By estimating the quantity of delivery by deliveries during a preceding period under similar conditions when the meter was registering accurately.

Adjustment of Inaccuracies. If any meter is found to be inoperative or inaccurate, it shall be adjusted to register correctly. The amount of error shall be determined by the most accurate method found feasible, and, if the error shall have resulted in an error of more than two percent (2%) in the measurement of gas delivered, then the calculated deliveries of gas through such meter shall be accurately adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy as may be definitely known, or if not known, then for one-half the period since the date of the last meter test. Measurement data corrections must be processed within six (6) months of the production month with a three (3) month rebuttal period. This time limitation will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Also, the parties' other statutory or contractual rights shall not otherwise be diminished by this provision. A meter adjustment or correction becomes a prior period adjustment after the fifth business day following the production month. Any measurement prior period adjustments are taken back to the production month.

3. MERCHANTABLE GAS

Natural gas delivered by Northern to a Shipper shall be merchantable natural gas. Upon request, Northern will offer to negotiate with a Delivery Point Operator, on a not unduly discriminatory basis, how Northern will manage the quality of gas delivered to the Delivery Point Operator. The quality of gas delivered to other Shippers on the pipeline will not be degraded by the negotiation of gas quality management at delivery points.

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4. FACILITIES

Northern shall not be required to provide any requested service under any Rate Schedules which would require the construction or acquisition by Northern of any new facilities. Northern may condition any such construction, acquisition, or expansion on Shipper/Purchaser agreeing to reimburse Northern for all costs incurred, including any taxes incurred by Northern as a result of such reimbursement. An economic feasibility test will be performed to determine when Northern may charge Shipper/Purchaser such costs. Such test shall reflect the cost of the facility to be constructed, the incremental cost related to such facilities and the revenues which Northern estimates to be generated attributable to the facilities, all of which will be based on a discounted cash flow rate of return methodology. All new facilities (whether built by Shipper/Purchaser or Northern) shall be in conformance with the regulations set forth in 49 CFR Part 192 and shall be subject to inspection and prior approval by Northern. Nothing in this Section 4 shall require Northern to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, nor prevent Northern from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Northern reserves the right to seek a waiver of the policy set forth in this Section 4 for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

In order to maintain and expand firm entitlement and utilization of Northern's system, Northern may negotiate firm transportation or storage contracts with shippers whereby Northern could make a contribution in aid of construction (CIAC) to the shipper. The shipper would use such funds to assist in the development of natural gas facilities. Such contributions must pass an economic feasibility test similar to the one described in the preceding paragraph. For any newly agreed to CIAC, Northern will post on its website for a period of thirty (30) days (1) the amount of the CIAC, (2) the name of the customer receiving the CIAC, and (3) the economic feasibility of the CIAC. Such CIAC's are includible in Northern's jurisdictional rate base and amortizable to cost of service ratably over the term of the related contract. All CIACs entered into pursuant to this provision shall be subject to review and challenge by the Commission and all parties in a general rate case requesting inclusion of such costs.

5. TAX REIMBURSEMENT

To the extent that any reimbursement to Northern by Shipper/Purchaser is deemed taxable income to Northern pursuant to Section 824 of the Tax Reform Act of 1986, P.L. 99-514, or any successor thereto, Shipper/Purchaser shall reimburse Northern for the tax impact as part of the actual costs incurred.

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6. POSSESSION OF GAS AND RESPONSIBILITY

Northern shall be deemed to be in possession of the gas delivered hereunder by Shipper under a Throughput Service Agreement only from the time that it is received by Northern for transportation hereunder at the Point(s) of Receipt until it is delivered to Shipper at the Point(s) of Delivery. Unless Northern is selling gas to Shipper/Purchaser, Shipper shall be deemed to be in possession of such gas prior to such receipt by Northern and after such delivery by Northern. As between Northern and Purchaser under a Deferred Delivery Agreement, Northern shall be in control and possession of the gas from the time Purchaser delivers gas to Northern at a receipt point, and prior to the time the same shall have been redelivered to Purchaser. During such times as the gas is deemed to be in the control and possession of the respective party as set forth herein, said party shall be responsible for risk of the loss of the gas and shall hold harmless the other party of and from any and all damages, liabilities, expenses (including attorneys' fees and court costs), and/or injuries, including death of persons, arising during said party's possession. The foregoing provisions of this paragraph shall not relieve either party hereto from responsibility for acts of negligence of such party, its agents or employees.

7. LIABILITY OF PARTIES

Northern and the Shipper/Purchaser shall each assume full responsibility and liability for the maintenance and operation of their respective properties.

Northern shall not be liable to the Shipper/Purchaser for its failure to receive and or deliver gas, and the Shipper/Purchaser shall not be liable to Northern for its failure to deliver or receive gas other than to make payments, when such

failure on the part of either shall be due to force majeure as defined in Section 10 "FORCE MAJEURE" in these GENERAL TERMS AND CONDITIONS, provided, such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be, provided, however, that neither Northern nor the Shipper shall be relieved of liability to the other for any damages or expense caused or contributed to by its own negligence when such negligence on its part shall be the proximate cause of its failure to deliver or receive gas, as the case may be. If failure to deliver or receive gas is caused by negligence on the part of Northern, then Northern shall offer to credit reservation charges to the Shipper during such failure.

8. BILLING AND PAYMENT

For purposes of this Section 8, all references to "day" shall be deemed to mean "billing day" and all references to "month" shall be deemed to mean "billing month".

Each month, Northern shall submit to Shipper a statement and billing for the demand/reservation/capacity charge portion of actual services rendered during the preceding month. Additionally, Northern shall submit to Shipper, or its Designee, a separate statement and billing for the commodity portion of actual services rendered during the preceding month, if available. If actual measurement data is not available within five (5) business days after the end of the production month, then billing will be based on the best available measurement data and corrected as a prior period adjustment in a subsequent month. Quantities at points where OBAs exist should be invoiced based on scheduled quantities. The statements and billings shall be rendered on or before the 9th Business Day after the end of the production month. The term "rendered" shall mean postmarked, time-stamped or delivered to the designated site. Shipper shall pay to Northern the amount shown as due by such billing within ten (10) days of the issuance of such billings in immediately available U.S. funds at a depository designated by Northern. When paying the original invoice, the Shipper shall have the right to adjust its payment relative to imbalance cash in/out amounts to reflect its imbalance resolution elections pursuant to Section 32 of the GENERAL TERMS AND CONDITIONS of this tariff. Checks received in Northern's designated depository at least two (2) business days before the invoice due date will be considered to be immediately available funds on the due date. When the due date falls on a day that the designated depository is not open in the normal course of business to receive the Shipper's payment, the Shipper shall cause such payment to be made on or before the first business day on which the designated depository is open after such due date. Shipper shall submit supporting documentation with any payment. Shipper shall identify invoice number(s) on all payments. The party making the payment shall submit supporting documentation; the party receiving the payment shall apply the payment per the supporting documentation provided by the paying party; and if the payment differs from the invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment date.

Each month, Northern shall also provide Shipper with a detailed monthly Statement of Account. Such Statement of Account shall indicate any outstanding amounts billed during the current month. Upon request, Northern will provide a statement showing the outstanding cumulative account activity.

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Prior period adjustment time limits will be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision.

Should Shipper fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, Northern may impose interest at the then effective Refund Interest Rate pursuant to the Commission's Regulations, from the due date until date of payment. If such failure to pay continues, Northern, in addition to any other remedy it may have, may suspend or terminate service hereunder after implementing a notification procedure in accordance with Section 16 of the General Terms and Conditions.

If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute, and at any time thereafter within twenty (20) days of a demand made by Northern for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to Northern, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then Northern shall not be entitled to suspend or terminate service pursuant to this provision as a result of said dispute unless and until default is made in the conditions of such bond.

9. GROUP BILLING

For the purposes of billing, a Point of Delivery in a specific service agreement may be defined as a group of physical delivery points to the same, or affiliated, LDCs in the Market Area or Argus Zone in the Field Area, including municipally owned/cooperative distribution companies, where such delivery points are located in a single Operational Zone.

For purposes of this Section 9, "Affiliated" LDCs are local distribution companies, including municipalities, (1) which are divisions of the same corporation, (2) have a common parent company which owns 100% of the voting stock of the LDCs (either directly or through another wholly owned subsidiary, (3) wherein one LDC owns 100% of the voting stock of the other company(ies) (either directly or through another wholly owned subsidiary), or (4) which are organized as a gas purchasing authority or similarly-structured group, subject to Northern's reasonable approval.

GENERAL TERMS AND CONDITIONS

10. FORCE MAJEURE

The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, present and future valid orders, decisions or rulings of any governmental authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Force Majeure shall not include failure of gas supply because of pricing considerations. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any inability to carry out obligations hereunder due to Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

11. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of any party shall be subject to the obligations of its predecessor in title under any Service Agreement. No other assignment of a Service Agreement or any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party. Such consent shall not be unreasonably withheld. Any party may assign its respective right, title and interest in and to and under the Service Agreement to a trustee or trustees, individual or corporate, as security for bonds or other

GENERAL TERMS AND CONDITIONS

obligations or securities. Such assignment shall not obligate the assignee in any respect to perform the obligation of the assignor under the Service Agreement.

12. LAWS, REGULATIONS AND ORDERS

All Service Agreements made pursuant to Northern's Rate Schedules and the respective rights and obligations of the parties thereto are subject to all present and future valid laws, orders, rules and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency which affects any of the provisions of the Service Agreements.

13. APPLICABLE LAW

AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THE SERVICE AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA.

14. WAR AND NATIONAL DEFENSE

During any period in which a state of war exists between the United States and any foreign power, both Northern and Shipper/Buyer shall recognize that the national defense is paramount to any contractual obligations then existing between them, and, notwithstanding the provisions of any such Service Agreements, neither shall assert, nor be required to assume, any obligation which is inconsistent with or contrary to any Governmental policy, rule, regulation or order made, issued or promulgated in the promotion thereof.

15. COMPLIANCE

Northern shall not be required to perform service under a

Rate Schedule or Service Agreement on behalf of Shipper that fails to comply with the terms which materially affects the operation of Northern of the Rate Schedule or Service Agreement. Northern shall apply all Terms and Conditions of this Tariff in a not unduly discriminatory manner.

16. SUSPENSION OR TERMINATION OF SERVICE DUE TO DEFAULT

In the event that Shipper fails to comply with the terms contained in the applicable Rate Schedule and/or the terms of the Service Agreement, (other than billing disputes, which is addressed in Section 8 of the GENERAL TERMS AND CONDITIONS of this Tariff), in addition to any remedy it may have and upon receipt of any appropriate regulatory approval, if any, Northern may suspend or terminate service hereunder after implementing a thirty (30) day notification procedure to such Shipper. The notification procedure consists of a first notice that would inform the Shipper that it has twenty (20) days to correct the default, and a second notice to the Shipper that would inform the Shipper that service will be suspended or terminated in ten (10) days. Northern will also provide the Commission at least 30 days notice that it will terminate service to the Shipper. Northern shall have the right to waive any provision of the applicable Rate Schedule or Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. STANDARDS OF CONDUCT

Procedures Regarding Complaints.

1) All oral and written complaints regarding transactions with an affiliate should be directed to:

   Northern Natural Gas Company
   1111 South 103rd Street
   Omaha, Nebraska 68124-1000
   Attn: Chief Compliance Officer
   Phone: (402) 398-7091

2) The recipient of the complaint (or designee) will contact the appropriate person for further review/resolution. Northern will initially respond to the complainant within 48 hours of the complaint. Northern will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

GENERAL TERMS AND CONDITIONS

Requests for Service. The specific information and format required from a Shipper for a Valid Request for Service under Rate Schedules TF, TI, TFX, LFT, VFT, SMS, FDD and IDD are set forth at Section 27 of the "GENERAL TERMS AND CONDITIONS".

Procedures Regarding Complaints.

a) For purposes of FERC Order No. 497, all oral and written complaints should be directed to:

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000
Attn: Dari R. Dornan, Senior Counsel
Phone: (402) 398-7077

b) The recipient of the complaint will contact the appropriate person for further review/resolution. Northern will initially respond to the complainant within 48 hours of the complaint. Northern will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

GENERAL TERMS AND CONDITIONS

18. ELECTRONIC COMMUNICATIONS

A. Communication of Pricing and Capacity Information. Northern has established and maintains an Internet website to comply with the requirements of contemporaneous communication of and equal and timely access to certain information to all "potential shippers."

Northern's currently effective Volume No. 1 tariff, as revised from time to time, is posted on Northern's website. Therefore, Northern will not provide paper copies of the tariff to its customers and interested state commissions unless specifically requested to do so.

In addition to general information regarding the availability and pricing of transportation services and the availability of pipeline capacity (at receipt points, on the mainline, at delivery points, in storage fields, new capacity and capacity as to which Northern has exercised its right of pregranted abandonment), Northern will post information with regard to the Right of First Refusal process, capacity release, imbalance transfers, curtailment, points available for nominations, points available for pooling, and open season information. Shipper has the option to directly post capacity release terms. Northern will also post such pricing and capacity information upon specific request by shippers and potential shippers. Additionally, Northern will post capacity wanted notices for prospective Shippers. Northern will regularly remove information as to completed transactions and other matters which have become obsolete.

Daily back-up records will be maintained for three years and will be accessible to customers in electronic form upon written request. Shipper shall reimburse Northern, upon billing, for any copying and mailing costs associated with such requests.

For further information relative to the website, including fees and usage charges, potential shippers should contact Northern through use of the website link "contact us" or at 1-866-810-5268.

GENERAL TERMS AND CONDITIONS

B. From time to time, Northern may also communicate information of general interest to potential Shippers. A party may ensure that it falls within the definition of a "Potential Shipper" by sending a request to Northern at:

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000

ATTN: Customer Service

C. Internet

Northern has established an HTML page accessible via the Internet's World Wide Web, at http://www.northernnaturalgas.com. Northern will make all pertinent website functions and information available via the Internet. The following information is posted.

1) Notices (critical notices, operation notices, system wide notices, etc.).
2) Standards of Conduct information.
3) Operationally available and unsubscribed capacity.
4) Index of customers.
5) Northern's FERC Gas Tariff.
6) Agreements and forms for electronic business transactions.

D. Electronic Execution of Documents
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1. Northern and a Shipper shall agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish requests and contracting for service by electronic means.

2. A Shipper may submit a Request for Service in accordance with Section 26 of the GENERAL TERMS AND CONDITIONS of this Tariff electronically. The requirement for submitting a valid Request for Service shall be deemed satisfied when accomplished by electronic means. In such event, Northern may tender a Service Agreement, and a Shipper and Northern may enter into and execute a Service Agreement, in accordance with any applicable Rate Schedule of this Tariff by electronic means, provided the requirements of the applicable Rate Schedule and any other GENERAL TERMS AND CONDITIONS of this Tariff are met.

GENERAL TERMS AND CONDITIONS

3. Northern and Shipper may enter into transactions and create binding obligations by means of electronic execution of documents under these procedures. These documents include, but are not limited to, service agreements, amendments to service agreements, capacity release transactions, operational balancing agreements, and any other agreements or forms that Northern shall make available on its Internet website (Documents). Execution of these documents under the terms mutually agreed for electronic means shall be considered in connection with any transaction, to be a "writing" or "in writing" and any such Document shall be deemed for all purposes (a) to have been "signed" (Signed Documents) and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. All parties agree not to contest the validity or enforceability of such electronic signatures under the provision of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, provided that the signature has been made in accordance with the terms of this Tariff. Further, Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in paper documentary forms.

4. Any document generated by the parties with respect to this Tariff or any agreement may be imaged and stored electronically ("Image Documents"). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

Sheet Nos. 223 through 225 are being Reserved for Future Use.

ii) Litigation Exception: Eligible Transition Costs shall include costs attributable to contracts involved in litigation or arbitration, on March 31, 1989 (Litigation Exception). Such costs shall be recovered through a TOP Surcharge, as defined in Section 18(b) iii below when they are paid and filed for by Northern and authorized by the Commission, notwithstanding the effectiveness of a Gas Inventory Charge or similar charge.

iii) TOP Surcharge: The TOP Surcharge is the volumetric surcharge which shall be charged to all throughput volumes under all Northern's Throughput service Rate Schedules or successors thereto as contained in Northern's Volume No. 1 Tariff. Northern may, in accordance with any applicable Commission Regulation, discount the TOP Surcharge for transportation services. Any such discount will be offered on a nondiscriminatory basis and subject to Commission Order 497.

iv) Amortization Period: The Amortization Period for the TOP Surcharge and TOP Litigation Exception Surcharge shall be a period of five years from the effectuation date of the surcharge, as defined in Section 18(c) i. below.

GENERAL TERMS AND CONDITIONS

18. (c) TOP Surcharge Procedures

Northern shall calculate and charge the TOP Surcharge as follows:

i) TOP Surcharge: The Take-Or-Pay Surcharge to be effective February 1, 1990 through January 31, 1995, will be calculated by dividing the Net Take-Or-Pay Settlement Costs by five years and then by the annual sales and transportation volume of 1321 Bcf at 1000 Btu/cf used to establish Northern's May 1, 1989 settlement rates. This Take-Or-Pay Surcharge shall be adjusted prospectively to reflect any change in the total annual throughput volume determinants in Northern's future general rate proceedings under Section 4 of the Natural Gas Act during the five year period, February 1, 1990 through January 31, 1995. Such adjustments to the Take-Or-Pay Surcharge shall become effective upon the date(s) new rates become effective in such future rate proceedings. All Shippers of gas under Northern's Throughput Services Rate Schedules shall be charged the applicable TOP Surcharge as set forth on Sheet Nos. 50, 51, 52, and 53 of Volume No. 1 of Northern's FERC Gas Tariff, multiplied by the quantity of gas actually delivered during the billing month.

ii) TOP Litigation Exception Surcharge: The methodology for calculation of the TOP Litigation Exception Surcharge shall be identical to the procedures set forth for the TOP Surcharge as detailed above, covering the period of March 1, 1990 through February 28, 1995.

GENERAL TERMS AND CONDITIONS

19. LIMITATIONS OF NORTHERN'S OBLIGATION TO PROVIDE FIRM SERVICES

A. General

1. In the event a curtailment must be effected, the smallest affected area will be localized beginning with individual points, followed by an operational zone, Market/Field Area, and up to the entire system, in that order. Curtailment will proceed in the following sequence:

   (i) TI will be curtailed on the basis of lowest price first.

   (ii) LFT service with Limited Days remaining for the month.
   a. lowest price will be limited first;
   b. greater number of remaining Limited Days second;
   c. and then pro rata.

   (iii) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will then be curtailed on a pro rata basis.

2. If Shipper takes gas in excess of the volume of gas authorized for delivery on any day Northern has ordered reduced deliveries, Shipper shall be subject to a penalty for takes of gas in excess of the authorized volume, without any tolerance. The penalty shall be equal to the Punitive DDVC rate set forth on Sheet No. 53. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

3. If TI receipt point volumes continue to flow during a curtailment at Northern's request, such volumes during such curtailment will not be subject to receipt point scheduling penalties.

4. Northern shall also have the right to reasonably limit supply service and/or reduce receipts or deliveries of natural gas in conjunction with the throughput capacity under Throughput Service Agreements on part or all of Northern's system according to the above 1) to permit maintenance, repair, overhaul, replacement or construction of pipelines, compressors, metering, regulating and other production, and transmission facilities and equipment; 2) to assure the availability of capacity for receipts or deliveries equitably under Northern's firm Rate Schedules included in this Tariff in cases where natural gas does not conform to the quality specifications contained in the Tariff. Northern shall provide Shipper reasonable advance notice of routine maintenance, repair, overhaul or replacement.

5. Unless Northern and Shipper mutually agree to limit hourly takes to less than 6.3% for incremental entitlement, Northern shall have the right on a nondiscriminatory basis to restrict the hourly takes of gas by the Shipper in the Market Area to 6.3% of the entitlement plus any excess volumes authorized under the Firm Service Agreement. Such restrictions may be ordered by Northern, when necessary in Northern's judgment to maintain operational integrity, and shall be complied with by the Shipper. Electronic flow measurement and flow control equipment is required at any point where Northern and a Shipper have agreed to lower hourly takes. The hourly take rate will be applicable to the primary point(s) on the Shipper's Service Agreement only. If the Shipper nominates an alternate point (including capacity release) the Shipper may retain the more restrictive contractual hourly flow limitation if capacity is available at the point. Alternatively, Northern and the Shipper may mutually agree to a different hourly flow limitation at the alternate point. In the event a Shipper that has agreed to limit hourly takes to less than 6.3% for incremental entitlement does not comply with Northern's order to restrict hourly takes, Shipper shall pay a penalty equal to the Punitive DDVC charge set forth on Sheet No. 53. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

   In the Field Area, Northern and Shipper may mutually agree to hourly takes of 4.16% of the new or extended entitlement at the delivery point, subject to the necessary construction of facilities and Northern being operationally capable of

providing the hourly flow rate.

19. LIMITATIONS OF NORTHERN'S OBLIGATION TO PROVIDE FIRM SERVICES

A. General

1. In the event a curtailment must be effected, the smallest affected area will be localized beginning with individual points, followed by an operational zone, Market/Field Area, and up to the entire system, in that order. Curtailment will proceed in the following sequence:

   (i) TI will be curtailed on the basis of lowest price first.

   (ii) Firm service at primary or alternate points will then be curtailed on a pro rata basis.

2. If Shipper takes gas in excess of the volume of gas authorized for delivery on any day Northern has ordered reduced deliveries, Shipper shall be subject to a penalty for takes of gas in excess of the authorized volume, without any tolerance. The penalty shall be equal to the Punitive DDVC rate set forth on Sheet No. 53. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

3. If TI receipt point volumes continue to flow during a curtailment at Northern's request, such volumes during such curtailment will not be subject to receipt point scheduling penalties.

4. Northern shall also have the right to reasonably limit supply service and/or reduce receipts or deliveries of natural gas in conjunction with the throughput capacity under Throughput Service Agreements on part or all of Northern's system according to the above 1) to permit maintenance, repair, overhaul, replacement or construction of pipelines, compressors, metering, regulating and other production, and transmission facilities and equipment; 2) to assure the availability of capacity for receipts or deliveries equitably under Northern's firm Rate Schedules included in this Tariff in cases where natural gas does not conform to the quality specifications contained in the Tariff. Northern shall provide Shipper reasonable advance notice of routine maintenance, repair, overhaul or replacement.

5. Northern shall have the right on a nondiscriminatory basis to restrict the hourly takes of gas by the Shipper in the Market Area to 6.3% of the entitlement plus any excess volumes authorized under the Firm Service Agreement. Such restrictions may be ordered by Northern, when necessary in Northern's judgment to maintain operational integrity, and shall be complied with by the Shipper.

6. Upon reasonable request of Shipper, Northern shall furnish information and copies of affidavits with respect to curtailments of Firm Service ordered under the provisions of this Section.

When such restriction is applicable, Shipper(s) exceeding their hourly takes of gas are subject to a penalty equal to the applicable DDVC rate. Section 48 of the General Terms and Conditions of this tariff describe the application, determination and tolerances of daily DDVC's. Hourly DDVC's are calculated in the identical manner, except "daily" volume is replaced with "hourly" volume. To the extent the same volumes are subject to the DDVC under both Section 19 and Section 48 of the General Terms and Conditions of this Tariff, such volume shall be charged DDVC's only once. The charge will be the greater of the charges as determined under Section 19 or under Section 48.

6. Upon reasonable request of Shipper, Northern shall furnish information and copies of affidavits with respect to curtailments of Firm Service ordered under the provisions of this Section.

GENERAL TERMS AND CONDITIONS

To the extent construction of facilities is required to deliver gas at an hourly rate of 4.16%, Shipper shall be responsible for reimbursement of the associated costs. Northern and Shipper may mutually agree upon the method of reimbursement. Further, electronic flow measurement and flow control equipment is required at any point where Northern and a Shipper have agreed to such hourly takes. Northern will evaluate any such requests for negotiated hourly flow rates on a not unduly discriminatory basis.

6. Upon reasonable request of Shipper, Northern shall furnish information and copies of affidavits with respect to curtailments of Firm Service ordered under the provisions of this Section.

7. In the event end use curtailment is reimposed by an order of the Federal Energy Regulatory Commission or by court order, the provisions in this Section 19 pertaining to pro rata curtailment will be superseded and curtailment shall be effected on an end use basis.

8. For purposes of Section 19, Operating integrity will be determined using the following criteria: Weather forecast for the Market Area and for the Field Area; system conditions consisting of line pack, overall projected pressures at monitored locations, and storage field conditions; facility status defined as horsepower utilization and availability; and overall send-out projection and availability.

B. Supply

1. Receipt Point Supply Shortfall

If Northern experiences underdeliveries of quantities of gas into Northern's system which render Northern unable to meet its total throughput obligations and affect the operating integrity of its system, Northern shall have the right, after providing as much advance notice as possible, to interrupt deliveries in the affected area until Northern is able to identify the Producer(s) or Shipper(s) who have failed to tender volumes equal to the volumes nominated and scheduled. Curtailment will be effected in the following sequence after Northern has made a diligent effort to identify the deficient source:

(a) If the deficient source(s) are known, Northern will curtail the corresponding market.

(b) If the deficient source(s) are unknown, the smallest affected area at the receipt point will be localized and curtailed in the following sequence:

(i) Interruptible throughput will be curtailed on the basis of the lowest TI price first;

(ii) LFT service with Limited Days remaining for the month.
a. lowest price will be limited first;
b. greater number of remaining Limited Days second;
c. and then pro rata.

(iii) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will then be curtailed pro rata.

Corresponding markets will be curtailed in the same sequence described in paragraphs (b) (i)-(iii) above.

Receipt point volumes which are independently verifiable by Northern will not be subject to the receipt point supply shortfall provisions.

After receiving notification pursuant to this section, shippers who are able to confirm their deliveries to Northern will be permitted to resume their service in a reasonable period of time after such confirmation. Confirmation shall mean that Northern is able, in good faith, to determine that the shipper's gas is being received, or shipper has provided to Northern an affidavit in a form acceptable to Northern confirming their deliveries.

The foregoing provisions shall not relieve Northern from responsibility for acts of negligence or willful misconduct in implementing curtailment.

In the event of a receipt point supply shortfall, the following compensation provision will apply: the Shipper(s) who were responsible for the supply shortfall which triggered the temporary supply interruption will compensate the other Shipper(s) who were not responsible for the temporary supply interruption but were curtailed during the interruption up to the level of each responsible Shipper's takes. The measure of compensation for curtailed gas in a temporary supply interruption will be a rate of two hundred seventy-five percent (275%) of the daily arithmetic average of the three (3) price discovery points of Panhandle, Tx. - Okla, Northern (demarc) and Northern (Ventura) as reported in the publication "Gas Daily" under its Daily Price Survey column, per MMBtu, for the day(s) of interruption. This provision for compensation is considered a liquidated damages clause and, therefore, shall be the only measure of compensation for parties who did not receive their scheduled quantity during the curtailment.

2. Receipt Point Supply Excess

If Northern experiences overdeliveries of quantities of gas into Northern's system which affect the operating integrity of its system, Northern shall have the right after providing as much advance notice as possible, to curtail receipts in the affected area until Northern is able to identify the Shipper(s) who are tendering volumes in excess of the volumes nominated and scheduled. Curtailment will be effected in the following sequence after Northern has made a diligent effort to identify the overdelivering source:

a) If the overdelivering source is known, Northern will require the Shipper to reduce its deliveries to Northern.

b) If the overdelivering source is unknown, the smallest affected area at the receipt point will be localized and curtailed in the following sequence:

1) Interruptible throughput will be curtailed on the basis of lowest TI price first.

2) LFT service with Limited Days remaining for the month.
   a. lowest price will be limited first;
   b. greater number of remaining Limited Days second;
   c. and then pro rata.

3) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will be curtailed pro rata.

Receipt point volumes which are independently verifiable by Northern will not be subject to the receipt point supply excess provisions.

C. Capacity

1. Receipt Point Capacity Constraint

In the event of a receipt point capacity constraint, the smallest affected area at the receipt point will be localized and associated deliveries will be curtailed in the following sequence:

(i) Interruptible throughput will be curtailed on the basis of the lowest TI price first;

(ii) LFT service with Limited Days remaining for the month.
   a. lowest price will be limited first;
   b. greater number of remaining Limited Days second;
   c. and then pro rata.

(iii) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will be curtailed pro rata.

Corresponding markets will be curtailed in the same sequence described in paragraphs (i)-(iii) immediately above.

GENERAL TERMS AND CONDITIONS

2. Delivery Point Capacity Constraint

a) In the event deliveries must be interrupted due to a Delivery Area Capacity constraint, the smallest affected area at the delivery area will be localized and curtailment will be effected in the following sequence:

(i) Interruptible throughput will be curtailed on the basis of the lowest TI price first;

(ii) LFT service with Limited Days remaining for the month.
a. lowest price first;
b. greater number of Limited Days first;
c. pro rata.

(iii) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will be curtailed pro rata.

(iv) Where there is a constraint at an interconnect, firm service, including LFT with no Limited Days remaining for the month, will be curtailed pro rata.

b) Branchline - Affected Area

Notwithstanding the provisions in Section 19.C.2. (a) above, any curtailment of deliveries below the total Firm Service MDQ contracted for on any day will be effectuated by operational area on a uniform basis except as provided below:

Northern shall have the right to curtail deliveries of gas in any area on its system pursuant to the following: Northern shall determine the areas of its system deemed to be "affected areas" in order to deal with shortfalls in capacity and/or supply. Northern shall notify the Point Operator(s) receiving gas at the delivery point(s) in the Affected Area(s).

In the event a curtailment must be effected the smallest affected area will be localized. Interruptible throughput will be curtailed first on the basis of the lowest TI price first. Northern shall then curtail deliveries under LFT service as set forth in A.1.(ii) above. Northern shall then curtail deliveries above the level of other firm entitlement, including LFT service with no Limited Days remaining for the month, attributed to the TBS or community in the Affected Area before curtailing below such firm entitlement. If it is necessary to curtail below firm entitlement, Northern will do so pro rata.

D. Emergency Exemption

During periods of curtailment of Firm Service, upon notification by a firm Shipper that such curtailment would result in an emergency situation where relief from curtailment is required to forestall irreparable injury to life or property, including environmental emergencies, Northern shall have the right, in order to respond to such emergency, to exempt an ultimate consumer or Shipper from curtailment under this Section. Upon receipt of the request for exemption, Northern will adjust the curtailment of all other shippers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the emergency situation. While Northern will make adjustments in curtailment promptly upon granting the exemption, the exempted Shipper will submit within twenty-four (24) hours to Northern a sworn statement, including a detailed verification of the emergency situation and the ultimate customer(s) involved and the precise volume delivered to such consumer or consumers. In addition, the sworn statement must attest as follows:

(i) said Shipper is serving end users who would suffer an irreparable injury to life or property, including environmental emergencies, if curtailed;

(ii) said Shipper has discontinued service to its interruptible customers including Shipper's own interruptible use, and has taken all other actions consistent with prudent operations to cope with the emergency;

(iii) said Shipper has not relied on interruptible transportation to serve the end users referenced in (i) above at the time of curtailment;

(iv) said Shipper has not relied on purchases of interruptible gas to serve the end users referenced in (i) above at the time of curtailment; and

(v) said Shipper at the time of curtailment has curtailed its customers not in danger of suffering an irreparable injury to life or property, including environmental emergencies.

The submission of an affidavit limits compensation for the gas taken by the Shipper exempted from curtailment pursuant to this Section 19.D. above its curtailment share to the liquidated damages pursuant to Section 19.F.1. If no affidavit is submitted within the required period, or if the affidavit is determined to contain false information, then the exempted Shipper will be required to compensate the other curtailed Shippers according to Section 19.F.1. and will not be limited by said liquidated damages provision. Shipper will also be subject to any DDVC's as set forth in Section 19. A.2.

Once Northern has called a capacity curtailment, Northern will not accept or schedule any subsequent nomination in excess of a customer's pro rata allocation as adjusted for this emergency exemption provision and for Section 19.E.

Northern shall not be held liable for granting an emergency exemption under this section.

E. Contracts to Divert Supply During A Curtailment

Northern will make its website available for "Curtailment Supply Wanted" and "Curtailment Supply Available" so that firm Shippers can enter into voluntary contractual arrangements to provide for supply in the event of a curtailment. Under such an arrangement, a curtailment supplier will, during the period of curtailment, divert its supply by limiting its takes up to the quantity specified in the contract within four hours of the emergency curtailment announcement. Contract parties who do not receive gas under said contract during a curtailment must pursue whatever remedies they have for breach of contract.

F. Curtailment Compensation Plan

In the event a firm Shipper, who has not entered into a contract to have its supply diverted, as described in Section 19.E. above, has its supply diverted during a curtailment, or is not permitted to use or schedule capacity up to its initial pro rata curtailment share of capacity during the curtailment due to an emergency exemption, the following compensation procedure will be followed:

1. In the event that scheduled and confirmed flowing gas supplies are diverted from a firm shipper, the measure of daily compensation for supply shall be a rate of two hundred seventy-five percent (275%) of the daily arithmetic average of the three (3) Price discovery points of Panhandle, Tx.- Okla. Northern (demarc) and Northern (Ventura as reported in the publication "Gas Daily" under its Daily Price Summary column per MMBtu, for the day(s) of curtailment, plus one hundred percent (100%) of all daily transportation demand charges.

   In the event a Shipper is unable to use or schedule its capacity up to its initial pro rata curtailment share of capacity during the curtailment due to an emergency exemption, the measure of daily compensation is one hundred percent (100%) of all daily transportation demand charges for the difference between the Shipper's initial pro rata curtailment share of capacity and the adjusted level of pro rata curtailment capacity.

   This provision for compensation is considered a liquidated damages clause and therefore, shall be the only measure of compensation for parties who did not receive their scheduled quantity during the curtailment and/or were not able to use their capacity up to their initial pro rata curtailment share of capacity. Northern will take all reasonable steps to collect such compensation from the parties receiving gas above their scheduled quantity or capacity above their initial pro rata share during the curtailment and will pay any amounts collected under this provision to the parties who did not receive their scheduled quantity or their initial pro rata curtailment share of capacity during the curtailment. However, in the event Northern is unable to collect such compensation from the responsible parties after taking all reasonable steps, Northern shall not be liable for payment to the parties entitled to such compensation.

2. In no event will Shippers involved in a dispute as to the diversion of their gas during a curtailment seek to hold Northern liable for direct or consequential damages resulting from the diversion of gas. Further, it is clearly understood that Northern will act merely as a conduit with respect to any role it may have in the collection of monies as payment for diverted gas.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

G. Reservation Charge

When deliveries of gas are reduced below maximum contract quantities pursuant to a curtailment under this Section 19, Shipper shall continue to pay the effective reservation charges set forth in the service agreements, except as provided in Section 7 of the GENERAL TERMS AND CONDITIONS of this Tariff.

H. Liability

If Northern reduces deliveries pursuant to this Section 19, Northern shall not be contractually or otherwise liable to Shipper or to any other person for any damages whatsoever because of any reductions of deliveries.

20. NGA SECTION 4 RIGHTS.

Northern shall have the unilateral right, at any time and from time to time, to file with the regulatory bodies having jurisdiction to change:

(a) any rates and/or charges applicable to Rate Schedule(s);

(b) any provisions of Rate Schedule included in this Tariff; and/or

(c) any provisions of the GENERAL TERMS AND CONDITIONS of this Tariff.

Without prejudice to Shipper's right to protest the same, Northern shall have the right to place such changes into effect as authorized by such regulatory body. The Service Agreement shall be deemed to include such changes and any other revisions which become effective by operation of law and/or Commission Order.

21. ALTERNATIVE DISPUTE RESOLUTION (ADR)

Northern and Shipper may, on a not unduly discriminatory basis, agree to alternative forms of dispute resolution, but in no event can Northern's agreement be contingent on Shipper giving up rights that are otherwise provided for in the Tariff. Northern will not withhold discounts or other benefits if a Shipper does not agree to ADR.

Sheet Nos. 234 through 237C are being reserved for Future Use.

GENERAL TERMS AND CONDITIONS

2. TCR Volumetric Surcharge: The TCR Volumetric Surcharge shall be charged to all sales and transportation volumes under all Northern's Sales and Transportation Rate Schedules or successors thereto as contained in Northern's Volume No. 1 Tariff. Northern may, in accordance with any applicable Commission Regulation, discount the TCR Surcharge for transportation services. Any such discount will be offered on a nondiscriminatory basis and subject to Commission Order 497.

3. TCR Demand Surcharge: The TCR Demand Surcharge shall be charged to the monthly entitlement quantities of Northern's firm customers, as defined in Section 21.B.5.

4. Total Annual Billing Units: the Total Annual Billing Units include the sum of the following entitlement units associated with Northern's traditional (i.e., pre open access) firm sales customers:

   (i) Annual firm sales entitlements; and

   (ii) Annual firm transportation entitlements resulting from conversion of firm sales entitlements.

   Specifically, the total annual billing units are set forth by customer on Appendix B of the Stipulation and Agreement of Settlement, Docket No. RP91-40-002. For purposes of the TCR mechanism, as it pertains to GS customers, the annual billing units are the units associated with the entitlement which existed prior to the inception of the GS Rate Schedule as adjusted under the terms of the IGIC and GS settlements.

5. Monthly Entitlement Quantity: The monthly entitlement quantity is that quantity of entitlement in effect during a specific month. The sum of the monthly entitlement quantities over a one-year period equals the Total Annual Billing Units, as defined in Section 21.B.4. above.

6. Amortization Period: The amortization period for the TCR Volumetric and Demand Surcharges shall be a period of five (5) years from the effectuation date of June 1, 1991, through May 31, 1996.

GENERAL TERMS AND CONDITIONS

C. TCR VOLUMETRIC SURCHARGE PROVISIONS:

1. The TCR Volumetric Surcharge shall be calculated by first annualizing the TCR Volumetric Surcharge costs by dividing by five (5) years. This quotient is then divided by the throughput volume used to establish Northern's settlement rates. The Volumetric Surcharge shall be adjusted prospectively to reflect any change in the total annual sales and transportation volume determinants in Northern's future general rate proceedings under Section 4 of the Natural Gas Act during the five (5) year period. Such adjustments to the Volumetric Surcharge shall become effective upon the date(s) new rates become effective in such future rate proceedings.

2. All purchasers of gas under Northern's Sales Rates Schedules and all Shippers of gas under Northern's Transportation Rates Schedules (collectively referred as Buyer/Shippers for purposes of this section of the General Terms and Conditions of this Tariff) shall be charged the applicable TCR Volumetric Surcharge as set forth on Sheet Nos. 50 through 58 of Volume No. 1 of Northern's FERC Gas Tariff, as may be revised from time to time, multiplied by the quantity of gas actually delivered during the billing month.

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D. TCR DEMAND SURCHARGE PROVISIONS:

1. The TCR Demand Surcharge shall be calculated by first annualizing the TCR Demand surcharge costs by dividing by five (5) years. This quotient is then divided by the Total Annual Billing Units.

   Even if the method of calculating entitlements units changes, e.g., because of implementation of service restructuring, the surcharge will continue to be billed according to Section 21.D.2.

2. The TCR Demand Surcharge is a surcharge applied to the monthly entitlement quantities of Northern's firm customers, including the GS-1 customers. The total monthly amount to be surcharged is determined by multiplying the monthly entitlement quantity times the surcharge rate as set forth on Tariff Sheet Nos. 50 through 58.

   The billing of the Demand Surcharge will be limited to the customers and the Total Annual Billing Units listed on Appendix B of the Stipulation and Agreement of Settlement, Docket No. RP91-40-002.

   In the event any service agreement between Northern and a traditional Firm Sales Customer liable for charges under this Section 21 is terminated or its term is reduced for any reason, including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, or a change in corporate identity or bankruptcy occurs, such Customer shall not be relieved of its obligation under this Section 21. In such event, Northern shall at such Customer's option either (a) bill the customer, within 45 days after Northern receives notice of such termination, reduction or change, a one-time charge equal to the uncollected portion of the 5-year demand surcharge total, as would result from the annual billing units detailed on Appendix B of the Stipulation and Agreement of Settlement, Docket No. RP91-40-002, or (b) continue billing the TCR Demand Surcharge on a Monthly basis to said Customer or, if appropriate, such Customer's successor in interest in whole or in part, during the remainder of the Amortization Period (including under its new corporate identity, if any, and/or under said Customer's new Rate Schedule, if any, or in any other manner allowable.)

   To the extent an existing traditional Firm Sales Customer transfers a portion of its respective service territory to a new Firm Sales Customer, a proportionate share of the entitlements and associated TCR demand surcharge shall be applicable to the new Firm Customers.

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21.A. ORDER NO. 528 SURCHARGE MECHANISM

1. Purpose and Applicability: This Section 21.A. establishes an Order No. 528 Surcharge Mechanism for the purpose of recovering Order No. 528 Costs as defined in Section 21.A.2.a., through an Order No. 528 Reservation Surcharge and an Order No. 528 Volumetric Surcharge. Northern will absorb twenty-five percent (25%) of the Order No. 528 Costs. Twenty-five percent (25%) of the Order No. 528 Costs shall be charged via a Reservation Surcharge. The Reservation Surcharge shall be derived from the total annual billing units, as defined in Section 21.A.2.d., and assessed on monthly entitlement quantities, as defined in Section 21.A.4.B. The remaining fifty percent (50%) of Order No. 528 Costs shall be charged to all of Northern's transportation customers through an Order No. 528 Volumetric Surcharge applicable to quantities of natural gas transported under any applicable Northern Rate Schedule or service. The Order No. 528 Demand and Volumetric Surcharges shall be charged over a one (1) year period.

2. Definitions:

a. Order No. 528 Costs: Order No. 528 Costs include costs related to the period prior to November 1, 1993, for activity under the contracts in Appendix D of the Global Settlement, which shall include the following costs:

(i) Costs relating to take-or-pay, pricing or other contract provisions, and buyout, buydown or reformation costs which are incurred by Northern (whether paid to a supplier or to a third-party).

(ii) carrying charges on (i) above for the one (1) year amortization period.

b. Order No. 528 Volumetric Surcharge: The Order No. 528 Volumetric Surcharge shall be charged to all transportation volumes under all of Northern's Transportation Rate Schedules or successors thereto as contained in Northern's Tariff. Northern may, in accordance with any applicable Commission Regulation, discount the Order No. 528 Surcharge for transportation services. Any such discount will be offered on a nondiscriminatory basis and shall be subject to Commission Order No. 497.

c. Order No. 528 Reservation Surcharge: The Order No. 528 Reservation Surcharge shall be charged to the monthly entitlement quantities of Northern's firm shippers, as defined in Section 21.A.2.e., where Northern has the contractual right to collect the surcharge.

d. Total Annual Billing Units: The Total Annual Billing Units are set forth on Appendix E of the Global Settlement, Docket No. RP92-8, et al. and include the sum of the following entitlement units associated with Northern's firm shippers:

(i) Firm Market Area entitlements; and

(ii) Firm Field-to-Field Area entitlements.

GENERAL TERMS AND CONDITIONS

e. Total Annual Throughput: The Total Annual Throughput includes the Order No. 636 Settlement Volumes, less Firm Sales and Gathering, as set forth on Appendix E of the Global Settlement, Docket No. RP92-1, et al.

f. Monthly Entitlement Quantity: The monthly entitlement quantity is that quantity of entitlement in effect during a specific month.

g. Amortization Period: The amortization period for the Order No. 528 Volumetric and Reservation Surcharges shall be a period of one (1) year.

3. Order No. 528 VOLUMETRIC SURCHARGE PROVISIONS:

a. The Order No. 528 Volumetric Surcharge shall be calculated by dividing fifty percent (50%) of the Order No. 528 Costs by the Total Annual Throughput.

b. All Shippers of gas under Northern's Transportation Rates Schedules (collectively referred to as Shippers for purposes of this section of the General Terms and Conditions of this Tariff) shall be charged the applicable Order No. 528 Volumetric Surcharge as set forth on Sheet Nos. 50 through 53 of Volume No. 1 of Northern's FERC Gas Tariff, as may be revised from time to time, multiplied by the quantity of gas actually delivered during the billing month.

4. Order No. 528 RESERVATION SURCHARGE PROVISIONS:

a. The Order No. 528 Reservation Surcharge shall be calculated by dividing twenty-five percent (25%) of the Order No. 528 Costs by the Total Annual Billing Units.

b. The Order No. 528 Reservation Surcharge is a surcharge applied to the monthly Market Area and Field-to-Field Area firm entitlement quantities of Northern's firm shippers where Northern has the contractual right to collect the surcharge. The total monthly amount to be surcharged is determined by multiplying the monthly entitlement quantity times the surcharge rate as set forth on Tariff Sheet Nos. 50 through 53 of Volume No. 1 of Northern's FERC Gas Tariff. For GS-T shippers the Order No. 528 surcharge will be derived using the Order No. 528 Volumetric and Reservation Surcharges at a 43% load factor and applied to the actual monthly GS-T volumes transported.

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a. If the net overrecovery was the result of an overrecovery for both the Order No. 528 Reservation Surcharge and the Order No. 528 Volumetric Surcharge, then Northern shall refund the Reservation portion of the overrecovery to those parties who paid the Order No. 528 Reservation Surcharge based on the amount paid by each party compared to the total amount of Order No. 528 Reservation Surcharge paid during the Amortization Period. Northern shall refund the Order No. 528 Volumetric Surcharge portion of the overrecovery based on the amount paid by each party compared to the total amount of Order No. 528 Volumetric Surcharge paid during the Amortization Period.

b. If the net overrecovery was the result of an overrecovery for the Order No. 528 Reservation Surcharge, but an underrecovery for the Order No. 528 Volumetric Surcharge, then Northern shall refund the net overrecovery to those parties who paid the Order No. 528 Reservation Surcharge based on the amount paid by each party compared to the total amount of Order No. 528 Reservation Surcharge paid during the Amortization Period.

c. If the net overrecovery was the result of an underrecovery for the Order No. 528 Reservation Surcharge, but an overrecovery for the Order No. 528 Volumetric Surcharge, then Northern shall refund the net overrecovery to those parties who paid the Order No. 528 Volumetric Surcharge based on the amount paid by each party compared to the total amount of Order No. 528 Volumetric Surcharge paid during the Amortization Period.

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GENERAL TERMS AND CONDITIONS

D. Election. After the process in C. is complete, each Part 284 firm shipper receiving an allocation may elect to either take permanent assignment of its remaining allocated share of each contract or to turn back all or a portion of its remaining allocated share to Northern to be included in the reverse auction. Each Part 284 firm Shipper receiving an allocation may elect to take permanent assignment of, on a no cost basis, all or any portion of the ANR Rate Schedule X-59. In the event ANR Rate Schedule X-59 needs to be allocated among requesting Shippers, the allocation will use each Shippers peak day entitlement, as provided in paragraph B(3) above, divided by the total peak day entitlement of all Shippers wanting the ANR Rate Schedule X-59.

E. Open Season for Assignment. After the elections in D. above, Northern will hold an open season to attempt to assign the remaining portions of any unassigned contracts to any interested creditworthy party on a no cost basis.

F. Contracts in Reverse Auction. The unassigned portions of the contracts remaining after the close of the open season in E, will be subject to a reverse auction. The contracts available for bid and the terms and conditions of the reverse auction will be posted on Northern's Electronic Bulletin Board (EBB).

Any creditworthy party may bid during the reverse auction the amount of payment which it would require as consideration for taking assignment of all or any portion of the contracts available for bid effective November 1, 1993.

To minimize transition costs, Northern may withdraw a contract from the reverse auction after the close of bidding if Northern believes it is able to buy out or reform the contract for less than the lowest reverse auction bid posted. However, in such instance, Northern will be permitted to recover as a Reverse Auction Cost only the lesser of any amount spent to reform the contract or the lowest reverse auction bid posted. If no bids are received during the Reverse Auction, until such contract is assigned, bought out or reformed, Northern may recover costs associated with its performance under such contract as price differential under the GSR Cost Recovery Mechanism as described in Section 25 or as an Account 858 Stranded cost as described in Section 24 as appropriate. Any buyout or reformation costs associated with such contracts may be recovered as Reverse Auction cost. However, any shipper who retained their initial allocation or Small Customers would not be subject to the cost of other unassigned Account No. 858 capacity or price differential related to such unassigned contracts as described in Section 24 and 25 of these GENERAL TERMS AND CONDITIONS.

At the conclusion of the reverse auction, Northern will assign the remaining contracts to the lowest bidders (successful bidders) except as set forth in Appendix G of the Global Settlement. The payments made by Northern to successful bidders shall be treated and recovered as Reverse Auction Cost as more specifically described in Section 22A of the GENERAL TERMS AND CONDITIONS and may be subject to a prudence challenge as set forth in Article III, Section B.4.a. of the Global Settlement. The prudence of any buyout, buydown or reformation claimed as a Reverse Auction Cost for any contract withdrawn by Northern from the reverse auction may be challenged.

In the event Northern reforms a contract, Northern will offer the contract for assignment to any shipper paying the reverse auction cost, prior to Northern being able to retain the contract for its market-based service.

If a supplier does not consent to the assignment of two thirds (2/3) of each supply contract, then no assignment(s) of that contract will be effectuated.

Northern has the right to "market-out" of or terminate certain gas supply contracts prior to the expiration of the term of the related transportation agreements. Upon the expiration of any such contract, the supplier thereunder shall have the right, but not the obligation, to take assignment of the related transportation capacity. In the event that any of Northern's suppliers do not exercise such right, subsequent reverse auction(s) will be held, with assignments to be effective no later than November 1, 1994, to assign any remaining transportation capacity. If subsequent reverse auction(s) is held, each of the suppliers whose gas supply contract with Northern has expired shall have a right to match any bid for the remaining transportation capacity related to its expired contract.

GENERAL TERMS AND CONDITIONS

22A. REVERSE AUCTION COST RECOVERY MECHANISM

A. General. This Section will set forth the procedures for recovery of the Reverse Auction Costs as defined below.

Shippers taking assignment related to any contract subject to the Reverse Auction will assume liability under the contract relating to the period following the effective date of the assignment(s) and be subject to all of the existing terms, conditions and obligations of the contract.

B. Reverse Auction Costs. With respect to the unassigned portions of each individual contract subject to the Reverse Auction, under Section 22 of these GENERAL TERMS AND CONDITIONS, a Reverse Auction Cost will be established through the reverse auction process equal either to (i) the lowest bid of a creditworthy party (successful bidder) made to take assignment of such contract during the reverse auction, or, (ii) if Northern withdraws a contract from the reverse auction after the close of bidding, the lesser of the lowest bid made by a creditworthy party during the reverse auction or the actual amount paid by Northern to reform or buyout the contract. If no bids are received, the contract is not assigned during the Reverse Auction, or if a contract previously assigned or released (on a permanent or temporary basis) during the Reverse Auction reverts to Northern pursuant to the provisions of the assignment or due to non-performance of the assignee Northern may recover costs associated with its performance under such contract as price differential under the GSR Cost Recovery Mechanism as described in Section 25 or as an Account 858 Stranded cost as described in Section 24 as appropriate until such contract is assigned or bought out. Any buyout costs associated with such contracts may be recovered as Reverse Auction cost. A Reverse Auction Cost will be established in this manner for each contract subject to the reverse auction.

C. Reverse Auction Account. Northern will establish a separate Reverse Auction Account for each Part 284 Shipper which is allocated a portion of a contract in the Reverse Auction process (Responsible Shipper) as set forth in Section 22 of the GENERAL TERMS AND CONDITIONS.

Each Responsible Shipper's Reverse Auction Account will be debited with such Shipper's appropriate share of the Reverse Auction Cost established for each contract, only as costs are actually incurred by Northern. Northern will determine each Responsible Shipper's share of the Reverse Auction Cost for a contract subject to the Reverse Auction process in accordance with the following procedure.

A Responsible Shipper which elects to take an assignment of its allocated share of any contract or has traded its share to any other party will not be responsible for any portion of the applicable Reverse Auction Cost incurred in connection with a particular reverse auction associated with such contract. Each Responsible Shipper which turns back any portion of its allocated share of a contract for inclusion in the Reverse Auction shall be responsible for ninety percent (90%) of their pro rata share of the Reverse Auction Cost established for such contract based on the proportion of the entitlement it turned back compared to the total entitlement turned back by all Shippers.

Ten percent (10%) of Reverse Auction Cost associated with any Canadian gas supply contract subject to the Reverse Auction shall be allocated to Rate Schedule TI and recovered under the GSR Cost Recovery Mechanism pursuant to Section 25 of these GENERAL TERMS AND CONDITIONS. None of the cost associated with Account No. 858 transportation agreements subject to the Reverse Auction will be recovered as GSR or via the TI Rate Schedule. For purposes of this Section, Section 24 and 25 of the GENERAL TERMS AND CONDITIONS, Northern and the parties to the Global Settlement have agreed that the costs of both domestic and Canadian transportation agreements will be deemed Account No. 858 costs.

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D. Payment to Successful Bidders. Northern shall remit the amount of the winning bid to the successful bidder in the Reverse Auction in pro rata installments within sixty (60) days after the end of each remaining contract year, with appropriate carrying charges as determined in accordance with Section 154.38(d) of the Commission regulations. However, in the event that the other party or parties to the assigned contract notify Northern of the assignee's non-performance under the contract within thirty (30) days after the end of a contract year, then Northern will retain the pro rata installment until such non-performance is rectified or the dispute regarding such non-performance under the contract is resolved.

E. Recovery of Reverse Auction Costs. The unpaid balance in each Responsible Shipper's Reverse Auction Account, and associated carrying costs, as determined in Section 154.38(d) of the Commission regulations, will be direct billed over a period of no more than five (5) years.

The Responsible Shipper and Northern may agree to a direct bill of the Reverse Auction Account over a period of less than five (5) years or pay the amount as a lump sum.

Billing and payment of the amounts will be accordance with Section 8 of these GENERAL TERMS AND CONDITIONS.

F. Prudence Challenges. By May 17, 1993 any Responsible Shipper may challenge the prudence of an underlying contract subject to the Reverse Auction process by filing such challenge with the Commission in Docket No. RS92-8. This challenge relates only to the underlying contract and does not relate to prudence challenges set forth in Section 22.F. In such event, Northern will request the Commission to establish an expedited proceeding to resolve any prudence challenge prior to November 1, 1993. Where consent of a party to a contract subject to the Reverse Auction is necessary for assignment, such party shall not be obligated to provide its consent to or disapproval of the assignment until any pending prudence challenge is resolved by the Commission.

In the event a prudence challenge is not resolved by the Commission prior to November 1, 1993, and the party or parties to a contract that has been challenged refuse to consent to assignment until such resolution, Northern will continue to pay costs incurred under the challenged contract to meet its minimum contractual obligations. Northern will pass through any Account No. 858 Costs as Stranded Account No. 858 Costs pursuant to Section 24 of the GENERAL TERMS AND CONDITIONS and will pass through any price differential associated with the purchase and resale of gas under a Canadian gas supply contract subject to the Reverse Auction process under the GSR Cost Recovery Mechanism pursuant to Section 25 of the GENERAL TERMS AND CONDITIONS. However, Small Customers and any Shippers who have taken their initial allocation of a contract in the Reverse Auction, will be exempt from such costs. Any charges found to be imprudent shall be subject to refund with carrying charges. Any price differentials associated with a challenged contract recovered under the GSR Cost Recovery Mechanism shall not count toward the GSR Cost Cap provided for under Section 25 of the GENERAL TERMS AND CONDITIONS.

If a Responsible Shipper with the consent of the other party or parties to a challenged contract has taken assignment of its allocated share of a contract subject to the Reverse Auction prior to a Commission determination with respect to the prudence of the contract, and the prudence of such contract is successfully challenged, then any Responsible Shipper may reassign its portion of the contract to Northern within thirty (30) days of a final order of the Commission with respect to the prudence issue. Northern will refund, with carrying costs, any Reverse Auction Cost associated with such Contract which it has recovered under this Section, and credit to the GSR cost balance with carrying charges any portion of price differentials found to be imprudent which it has recovered through the GSR Cost Recovery Mechanism as set forth in Section 25 of these GENERAL TERMS AND CONDITIONS, within thirty (30) days of such order.

Northern's payment of Reverse Auction Costs under the Reverse Auction to successful bidders are not subject to a prudence challenge except as provided in Section 22.F. Northern, for a contract withdrawn from the Reverse Auction, can pass through as a Reverse Auction Cost no more than the lowest bid posted during the reverse auction.

G. Filing. Northern will make a limited Section 4 filing(s) to obtain Commission approval for direct billing of Reverse Auction Costs pursuant to the mechanism described in this Section as such costs are actually incurred by Northern.

22B. EXCESS ROYALTY COST CAP

Northern may file a limited Section 4 filing(s) to recover Excess Royalty costs incurred prior to November 1, 1998. However, such filing(s) must be made no later than May 1, 1999, unless such contract is in litigation which is pending on May 1, 1999. Northern shall absorb twenty-five percent (25%) of all excess royalty costs for amounts up to $30 million. Northern shall absorb fifty percent (50%) of all excess royalty costs for amounts greater than $30 million. Northern shall not be permitted to file for recovery of Excess Royalty costs which exceed $50 million, exclusive of carrying charges and inclusive of any portion Northern may absorb pursuant to Order No. 528. The recovery mechanism will be proposed in such filing. If Northern seeks Order No. 636 recovery, Northern will request that the recovery will be in the same manner as the GSR Cost Recovery Mechanism as set forth in Section 25 of these GENERAL TERMS AND CONDITIONS. Any party may challenge the prudence and eligibility of the costs under the proposed recovery mechanism in the proceeding to recover the costs. However, Northern's total absorption under this provision shall not exceed $10 million.

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23. ASSIGNMENT OF THIRD-PARTY TRANSPORTATION CAPACITY

A. General. Northern shall make all of its third-party transportation capacity not subject to the Reverse Auction as described in Section 22, or any unassigned capacity at the conclusion of the Reverse Auction, available for assignment. All Third-Party Capacity, as defined below, will be available for assignment.

B. If a Shipper takes assignment of a transportation agreement between Northern and a Third-Party, such Shipper shall be responsible for all obligations thereunder related to such contract from the effective date of the assignment. Assignment under this Section excludes the gas supply behind the capacity. For purposes of this Section 23, "Third-Party Capacity" shall include transportation capacity that Northern holds (or, in the case of TransCanada Pipe Line Limited or Many Islands Natural Gas, held by others and is subject to direction by Northern) on the following pipelines: UT Offshore System, ANR, Columbia Gulf, HIOS, Sea Robin, Texas Eastern, Trunkline, Questar Pipeline Company, Wyoming Interstate Company, Ltd., Trailblazer Pipeline Company, Great Lakes Gas Transmission Limited Partnership, Many Islands Natural Gas (Canada) Limited, TransCanada Pipe Line Limited and Northern Border Pipeline.

C. Northern shall offer assignment of Third-Party Capacity as follows:

1) First, each Shipper that was a sales customer that has converted to firm throughput (converted sales customer) will be allowed to take its pro rata share of any Third-Party Capacity.

2) Any Third-Party Capacity not taken by converted sales customers will be made available to any creditworthy party, excluding Northern as merchant. In the event more than one party wishes to take assignment of the same Third-Party Capacity, Northern shall allocate the capacity on a pro rata basis.

3) All unassigned Third-Party Capacity costs will be treated as Stranded Account No. 858 Costs as described in Section 24 of these GENERAL TERMS AND CONDITIONS.

D. Not withstanding C above, to the extent there is any commitment to permit a specific party to take assignment of third party capacity then Northern shall give priority to such party prior to offering such third party capacity for assignment. Additionally, capacity will only be made available for assignment to the extent that assignment is consistent with Northern's obligations under the related unassigned gas supply contracts, and to the extent there is a commitment to bundle the Third-Party Capacity with any associated gas supply contract, then Northern shall give priority to any party willing to take assignment of the supply contract and the related Third-Party Capacity as a package. Assignments, releases or other use of the Canadian and Great Lakes capacity that historically has been used to transport Northern's Montana supplies are subject to any pre-existing contractual right which a party may have with respect to all or a portion of such capacity, including the right to use that capacity and to take assignment of it.

To the extent that any portion of such gas supply contract remains unassigned, Northern will give preference in the assignment of the related Third-Party Capacity to any supplier which has the right to take assignment of such Third-Party Capacity under Northern's gas supply contract.

E. Northern will convert remaining unassigned Third-Party Capacity to Part 284 transportation where such conversion is cost effective and to the extent it is consistent with Northern's obligations under its unassigned gas supply contracts. In such event, Northern will exercise any capacity release rights it may have with respect to the Third-Party Capacity to mitigate Stranded Account No. 858 Costs.

In the event any capacity is not converted to Part 284 transportation, such capacity, whether held in Northern's name or held on behalf of Northern by others, shall be treated as an extension of Northern's system for use pursuant to Section 23A hereof.

Nothing contained herein prevents Northern from buying out an Account No. 858 agreement at any time.

23A. UNASSIGNED/UNCONVERTED UPSTREAM CAPACITY

This Section will apply to any unconverted/unassigned upstream Third Party Transportation Capacity.

Northern's Section 7(c) unassigned firm capacity rights under an upstream third party transportation contract, which are not eligible for capacity release, shall, to the extent such use is consistent with Northern's obligations under the related gas supply contracts, be deemed to be available to Shippers on a firm or interruptible basis as though such capacity were on Northern's system. TF, TFX or TI Shippers, or Northern, as merchant, who use unassigned/unconverted upstream capacity will have the following priorities to the capacity and will pay the following rates:

(1) Any Shipper purchasing supply which was or continues to be subject to a firm purchase obligation on the part of Northern shall have first priority to the unassigned/unconverted upstream capacity for nomination and scheduling purposes. The Shipper will pay a rate equal to the upstream pipeline demand and commodity charges, plus fuel. This priority will also be available to Northern in order for Northern to fulfill a firm purchase obligation with respect to unassigned supply behind the unassigned/unconverted upstream capacity. In the event Northern utilizes the upstream capacity, Northern will credit the below market cost of the supply to the Account No. 858 Stranded Cost Recovery Mechanism. The below market cost will be determined as follows: the market price, defined as the Mid-Continent Index Price in Section 25 of the GENERAL TERMS AND CONDITIONS of this Tariff, less the cost of the supply.

(2) TF Shippers who are assessed an Account No. 858 Stranded Cost surcharge pursuant to Section 24 of the GENERAL TERMS AND CONDITIONS of this Tariff who use the unassigned/unconverted upstream capacity will pay a rate equal to the commodity charge, plus fuel applicable to the upstream capacity. If more capacity is requested by said TF Shippers than is available, the TF Shipper willing to pay the highest proportion of the demand charge applicable to the upstream capacity will have priority to the capacity.

(3) TF Shippers who are not assessed an Account No. 858 Stranded Cost surcharge will have the next priority to the unassigned/unconverted upstream capacity and will pay the daily demand rate equivalent and commodity charges, plus fuel applicable to the upstream capacity.

(4) TI Shippers will have the lowest priority to the unassigned/unconverted upstream capacity and will pay the one hundred percent (100%) load factor equivalent of the demand and commodity charges, plus fuel applicable to the upstream capacity.

(5) In (1) through (4) above, if the Shippers are unwilling to pay the maximum rate, then priority will be granted to the Shipper paying the highest rate.

All dollars collected under this section will be credited to the Stranded Account No. 858 Cost Recovery Mechanism.

24. STRANDED ACCOUNT NO. 858 COST RECOVERY MECHANISM

A. General. This Section 24 describes the procedures by which Northern's effective Firm Throughput Services charges and rates will reflect Northern's recovery of Stranded Account No. 858 Costs. Northern will file for recovery of Stranded Account No. 858 Costs in limited Section 4 filings. For purposes of this section, "Stranded Costs" include those actual costs for which Northern has incurred an obligation to pay under Canadian and domestic Account No. 858 transportation agreements which Northern is unable to assign under Sections 22 and 23 of the GENERAL TERMS AND CONDITIONS of this Tariff or agreements previously assigned or released (on a permanent or a temporary basis) under Sections 22 and 23 that revert to Northern pursuant to the provisions of the assignment or due to non-performance of the assignee, as well as transition or stranded costs billed to Northern by upstream pipelines, costs of net TFF capacity reductions related to Carlton commitments and appropriate carrying costs as described below. Costs recoverable hereunder shall include, but not be limited to, as-billed demand, and commodity costs and fuel, as well as costs incurred by Northern to buy out, buy down, or otherwise reform transportation agreements. Any buyout, buydown or other reformation would be amortized over the remaining term of the Account No. 858 agreement unless agreed to be amortized over a shorter period by Northern and the parties. However, if the cost of the buyout is equal to less than twelve months of demand charges under the contract, then the amortization period shall be twelve months. All parties retain the right to challenge the prudence of any buyout or buydown cost. In the event Northern reforms any transportation agreement, Northern will offer the agreement for assignment to any shipper paying the 858 Stranded Cost Surcharge prior to Northern being able to retain the contract for its market-based service.

B. Stranded Cost Allocation. The initial Stranded Cost allocation is applicable to all firm Part 284 agreements in effect, on November 1, 1993, with terms remaining of one (1) year or more. The allocation shall utilize the peak day contract entitlement for each Shipper as a percent of the total weighted contract entitlement of all Shippers except for Small Customers, whose allocation shall be each Small Customer's Weighted Average Peak Day Entitlement as a percent of the total weighted contract entitlement of all Shippers. The allocation to Rate Schedule GS-T shall utilize the weighted average peak day of the entitlements underlying Rate Schedule GS that were in effect prior to November 1, 1993, as a percent of the total weighted contract entitlement for all Shippers. Allocations to any Field Area firm agreement shall be adjusted to reflect a weighting for mileage according to the following formula: contracts with an average rate of $0.00-0.06 will be weighted by a factor of 0.3; an average rate of $0.061-0.12 will be weighted by a factor of 0.6; an average rate greater than $0.12 will be weighted at 1.0. All Field Area firm agreements which involve ultimate deliveries in the Market Area will not be included in such allocation to avoid double counting. Agreements for firm Part 284 transportation which were discounted prior to the issuance of Order No. 636 and which do not permit Northern the opportunity to collect Order No. 636 transition cost surcharges will be exempt. In the event a new agreement is discounted, the entitlement to be included in the allocation will be adjusted such that the sum of the resulting Stranded Costs and any other transition costs allocated thereto will not exceed fifty percent (50%) of the discounted reservation charge. During the November 1 through March 31 heating season, any discounted revenues not allocated to stranded costs shall be applied first to assure collection of the full Carlton surcharge of $0.04 per MMBtu before any such discounted revenues may be applied to Northern's base reservation and commodity rates. The Stranded Cost allocation will be redetermined in each Quarterly Filing described herein to reflect any revised allocation necessary as a result of new Part 284 firm agreements with a term of one (1) year or more, as well as contract entitlement reductions or terminations under existing Part 284 firm agreements. New firm Part 284 contracts with a term of less than one (1) year will not be reflected in the GSR redetermination; however, if such contracts are renewed in any part, then such renewal will be included in the allocation for the period they are in effect prospectively. Small Customers shall not be subject to allocation of costs or revenues related to TFF capacity provided in Paragraph A of this Section 24.

Each Shipper's allocated share of Stranded Costs shall be billed monthly to such Shipper over a three (3) month period in the form of an incremental Stranded Cost Demand Surcharge. The surcharge will be derived by dividing the Shipper's total allocated Stranded Costs amount, by three (3) times the Shipper's peak day contract entitlement. To determine the monthly billing for Rate Schedule GS-T Shippers,

Northern will multiply, for each day of a given month, the applicable GS-T surcharge component by the lower of: i) the weighted average of the underlying GS peak day entitlement for each GS-T Shipper; or ii) the daily actual GS-T volume delivered to a GS-T Shipper.

C. Quarterly Filings. Northern will make limited Section 4 filings to obtain Commission approval for recovery of all Stranded Costs that have been incurred. Northern's initial Stranded Cost filing will cover the period of November and December, 1993. Northern will file quarterly to adjust the costs, and the surcharge, as necessary. The effective date of Northern's subsequent Stranded Cost Demand Surcharge adjustments will be January 1, April 1, July 1, and October 1. Northern shall file such adjustments at least thirty (30) days prior to the proposed effective date. Northern shall file with the Commission and post, as defined by Section 154.16 of the Commission's Regulations, a schedule of effective rates after the Stranded Cost Surcharge adjustment under this Section 24 on revised tariff sheets of Northern's FERC Gas Tariff, together with all supporting computations. No change shall be made hereunder unless the computed adjustment results in a change in Northern's rates of at least one cent per Mcf ($0.01).

D. Computation of the Stranded Cost Demand Surcharge. The Stranded Cost Demand Surcharge shall be determined in accordance with the following procedures:

(1) To determine the applicable Stranded Cost Demand Surcharge, Northern will allocate the total Stranded Costs, as adjusted for over or underrecoveries from the previous period, pursuant to (2) and (3) below, to the firm contract entitlements to be billed as described in Section B.

(2) In order to assure recovery of all Stranded Costs, the total unrecovered (or overrecovered) Stranded Costs shall be computed each month by Northern and shall be debited (or credited), as appropriate, to a deferred account. Any refunds received by Northern, for the period after implementation of this Section associated with Stranded Costs, shall be credited to the deferred account. Additionally, any amounts collected pursuant to Paragraphs D or E, and billing credits received by Northern arising from Northern's exercise of capacity release rights on upstream pipelines shall be credited to the deferred account. Also, any below market cost associated with Northern use, as merchant, of any unassigned/unconverted capacity will be credited to the Account No. 858 Stranded Cost Recovery Mechanism. Any underrecoveries during the period will be debited to the deferred account.

(3) For each month in which the Stranded Cost deferred account provided for in this Section 24 has an accumulated balance at the end of the preceding month, such account shall be debited (in the event of a debit balance) or credited (in the event of a credit balance) by appropriate carrying charges determined in accordance with Commission Regulations, as provided for in Section 154.38(d)(4)(iv)(c), on the net balance as of the end of the preceding month.

E. Exit Fee. An exit fee will be assessed when Northern and the Shipper have negotiated such fee in consideration of a release from the Shipper's obligation to pay for firm transportation capacity. This exit fee does not apply to any reduction as a result of Section 5.B. of Rate Schedule TF. If the negotiated fee is less than Shippers allocated share of the stranded cost, Northern will not collect the balance from other Shippers.

SHEET NO. 247 IS RESERVED FOR FUTURE USE

SHEET NO. 248 IS RESERVED FOR FUTURE USE

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26. REQUESTS FOR SERVICE

A. Processing Requests:

To initiate or amend service under Rate Schedules TF, TFX, LFT, GS-T, TI, FDD, PDD, IDD, SMS and MPS, a valid request must be submitted to Northern. The information required for a request is described in Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff. Requests to extend a Service Agreement pursuant to the terms of the agreement do not require a valid request under this section (e.g., grandfathered rollovers, extension rights or Right of First Refusal).

All requests must be: 1) electronically submitted via Northern's Internet website; 2) faxed to the fax number posted on the website; 3) e-mailed to the e-mail address posted on the website; or 4) submitted in accordance with an open season. All requests will be deemed received only when the information is provided by one of the methods above. Requests for service will be processed in the order they are received and in accordance with the Posting and Awarding of Capacity section below. Requests submitted in an open season shall be deemed received at the same time.

For firm services, a request must include the following information for Northern to determine if capacity is available:

(a) the firm contract quantity;

(b) the Point(s) of Delivery (If the Point of Delivery is an Operational Zone, Shipper must additionally specify the firm quantity attributable to each Town Border Station (TBS) included in the Operational Zone.);

(c) the Point(s) of Receipt;

(d) the firm quantities applicable to the respective Point(s) of Receipt and Point(s) of Delivery; and

(e) the term of service.

As soon as all of the information required to process a request for firm service has been obtained, Northern shall have seven (7) Work Days to determine if capacity is available and whether the capacity will be awarded as determined in accordance with the Posting and Awarding of Capacity section below. Except as provided below, a request for firm service, or a portion thereof, will be rejected if firm capacity to render the service is not available, and Northern shall so notify the Shipper within the seven (7) Work Days provided above.

Requests received pursuant to an open season and requests that require construction of facilities will be processed in accordance with any open season notice and/or facilities agreement (including precedent agreement) entered into by the parties.

If Shipper submits a request by the fifth (5th) day of a month to amend a primary receipt or delivery point, to the extent that capacity is available, Northern will submit an amendment to Shipper such that Shipper may return the executed amendment five (5) days prior to the end of the month and then may nominate receipts from the amended point for delivery by the first of the following month. Further, in a force majeure situation, Shipper may request a change in primary receipt or delivery points pursuant to this section.

Once Northern has validated Shipper's request and determined that Shipper's offer is the best bid, Northern shall send, for execution, to Shipper a Throughput Service Agreement. Shipper shall have thirty (30) days from the date of tender in which to execute the Throughput Service Agreement and return to Northern or Shipper's request shall be deemed null and void. Northern is not required to tender a Service Agreement for service at a rate less than maximum rate.

For purposes of the throughput request form, a Shipper may request an Operational Area as a Point of Delivery to the facilities of a single LDC. Shipper shall be required to specify the specific points for which gas will be delivered.

Additional Provisions for Requests for
Firm Throughput Service

Northern will advise Shipper of its ability to provide the service requested. Except as provided below, Northern will give a Shipper requesting firm service written confirmation within seven (7) work days after receipt of a request that a Shipper will be allowed to enter into a TF, TFX, VFT, or LFT Service Agreement containing the points requested or amend an existing TF, TFX, VFT, or LFT Service Agreement to change primary receipt or delivery points; Shipper may not nominate volumes at these points until the TF, TFX, VFT, or LFT Service Agreement or amendment is executed.

The effective date of the TF, TFX, VFT, or LFT Service Agreement shall be that agreed to by Northern and the Shipper and shall be set forth in the Service Agreement.

To the extent capacity is not available, a request for new firm service shall be voided and a request to amend a primary receipt or delivery point shall be retained in Northern's capacity tracker system. Northern shall post weekly its available capacity on the EBB. Northern shall have the right to post notices for solicitation of bids for particular segments of capacity. Such notice may include a bid evaluation methodology, in which case the posting will be made at least three (3) days prior to bidding. In addition, Northern will post whether bids have been received and show the full net present value (NPV) analysis for the highest bid received, the shippers' bids, and provide the actual calculation of the NPV with sufficient clarity to permit bidders to duplicate the results. In the event Northern receives bids for new capacity, the capacity will be allocated to the best bid. However, in the event Northern receives no bids for the receipt or delivery point capacity, Northern will utilize its capacity tracker system and offer the capacity to the first shipper requesting an amendment to an existing contract.

In the event a specific bid evaluation methodology has not been posted, the default methodology for the best bid will be the bid with the highest total NPV. The NPV is the discounted cash flow of incremental revenues to Northern for service. Incremental revenues are those revenues above and beyond the current revenues which Northern already receives from reservation charges being paid prior to the bid period. Northern will utilize the standard NPV calculation based on the revenue stream over the specified term (which shall not exceed twenty (20) years), discounted by the FERC interest rate to determine the highest total incremental revenues. If an alternate bid evaluation methodology is used, Northern will post the evaluation factors to be utilized along with each factor's weight. The NPV calculation shall include only revenues generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse shippers. For purposes of NPV evaluation, the aggregate NPVs of two or more bids for contiguous service may be considered provided that the combined capacity under those bids does not exceed the maximum capacity available for bid. For purposes of bid comparisons in allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate and for purposes of bid comparisons in allocating capacity, guaranteed throughput volume service applies only in the case of a negotiated rate.

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Northern will utilize the standard NPV calculation based on the revenue stream over the specified term (which shall not exceed twenty (20) years), discounted by the FERC interest rate to determine the highest total incremental revenues. If an alternate bid evaluation methodology is used, Northern will post the evaluation factors to be utilized along with each factor's weight. The NPV calculation shall include only revenues generated by the reservation rate or a guaranteed throughput volume and if LFT service is requested Northern will not include any revenues attributable to the potential resale of capacity on any Limited Day(s). In those cases where one or more bidders is willing to pay the maximum recourse rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse shippers. For purposes of NPV evaluation, the aggregate NPVs of two or more bids for contiguous service may be considered provided that the combined capacity under those bids does not exceed the maximum capacity available for bid. For purposes of bid comparisons in allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate and for purposes of bid comparisons in allocating capacity, guaranteed throughput volume service applies only in the case of a negotiated rate. However, if bids received from a TF, TFX, and LFT Shipper(s) are equal in the bid evaluation process, capacity would be awarded to any TF and/or TFX Shipper(s) first.

To the extent necessary, Northern will allocate capacity among requests on a pro rata basis. However, any requested capacity at a point which is greater than the total capacity available at that point will be allocated as if the request was for the maximum capacity available at that point.

C. Reservation of Capacity - Expansion Projects:

Northern may elect to reserve for a future expansion project any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Northern may only reserve capacity for a future expansion project for which an open season has been or will be held within one (1) year of the date that Northern posts such capacity as being reserved. Prior to reserving capacity for an expansion project, Northern shall first post for bid all of its available capacity on its website for at least five (5) business days before capacity will be reserved.

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Capacity may be reserved for expansion projects only for a 12-month period prior to Northern filing for certificate approval for construction of proposed expansion facilities, and thereafter until the effective date of any Service Agreement related to the certificate filing or the date the expansion facilities are placed into service.

If Northern reserves capacity for an expansion project, it will notify Shippers of its intent as part of Northern's posting of capacity on its Internet website. Northern's posting for reserved capacity for future expansion projects shall include the following information: (a) a description of the project for which the capacity will be reserved; (b) the total quantity of capacity to be reserved; (c) the location of the proposed reserved capacity on the pipeline system; (d) whether, and if so when, Northern anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (e) the projected in-service date of new facilities; and (f) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal. Northern will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project. The reservation posting or open season will include a non-binding solicitation for turnback capacity from Northern's existing Shippers to serve the expansion project. In the event Northern includes the solicitation for turnback capacity in the reservation posting, the reservation of capacity must be posted no later than 90 days following an open season for a project.

Any capacity reserved under this section will be made available for transportation service pursuant to Northern's GENERAL TERMS AND CONDITIONS on a limited-term basis. Northern reserves the right to limit any extension rights provided in the service agreement and pursuant to Section 52 - Right of First Refusal of the GENERAL TERMS AND CONDITIONS - commensurate with the effective date of any Service Agreement supporting an expansion project or proposed in-service date of any facilities. Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 30 days of the date the capacity becomes available, with the exception of capacity committed to in contracts entered into on an interim limited term basis during the period the capacity was reserved.

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27. INFORMATION REQUIRED FOR A REQUEST FOR SERVICE.

The information below is required for Northern to process a request for service and to tender a Service Agreement. If Northern does not have all of the applicable information, Northern will work with the Shipper to obtain it.

Base Information:

- Shipper's name.
- Certification for transportation under NGPA Section 311(a)(1) executed by Shipper and by the "on behalf of" party. [if applicable]
- Eligible NGPA Section 311 "on behalf of" party (i.e., Intrastate, Hinshaw or LDC). [if applicable]

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- Rate Schedule of the requested service. If TF is requested, Shipper must specify the Throughput Service(s) requested (TF12 Base, TF12 Variable, TFF and/or TF5).

- Requested term of service.

- MDQ requested. If TF is requested, Shipper must specify MDQ for each Throughput Service(s) (TF12 Base, TF12 Variable, TFF and/or TF5) and the Total Aggregate MDQ.

- Point(s) of Receipt.

- Point(s) of Delivery.

- If firm throughput is requested, Shipper must specify the total demand quantity attributable to all requested Point(s) of Receipt and all Point(s) of Delivery. If the Point of Delivery is an Operational Zone, Shipper must additionally specify the demand quantity attributable to each Town Border Station (TBS) included in the Operational Zone. If TF is requested, Shipper must provide for each Throughput Service(s) (TF12 Base, TF12 Variable, TFF and/or TF5) the total demand quantity for each requested Point(s) of Receipt and each requested Point(s) of Delivery.

- The sum of the total demand quantity for all Point(s) of Receipt, except for receipts from Northern's pooling points, may equal 115% of the sum of the total demand quantity for all Point(s) of Delivery as outlined in Section 2 of Rate Schedules TF, TFX and LFT.

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- Segmentation. If a Shipper is requesting to segment its Market Area service agreement, the following information is required:

  1. The contract number being segmented, including the applicable Rate Schedule.

  2. MDQ requested for segmentation purposes by point. If TF service is requested, Shipper must specify MDQ for each Throughput Service(s) (TF12 Base, TF12 Variable and TF5) and the Total Aggregate MDQ.

  3. Requested term of service for capacity being segmented.

  4. The request must include:
     a. If a Service Agreement has more than one receipt point requests should include the desired primary receipt points for the Access Segment; and
     b. If a Service Agreement has more than one delivery point the requests should include the desired primary delivery points for the Delivery Segment.

- For information related to Field Area segmentation refer to Sheet No. 305A.

- If a firm throughput agreement is requested and capacity is initially available, Shipper shall have the flexibility to move a delivery point solely for receipts and deliveries associated with third party storage transactions on a seasonal basis. Seasonal shall mean a period matching a customer's storage injection period. Northern shall not be obligated to make such delivery point capacity available for more than six percent (6%) of the total aggregate MDQ of the TF agreement. For Small Customers, such maximum is the greater of six percent (6%) of the total aggregate MDQ of the TF Agreement or 600 MMBtu. Furthermore, Northern shall not be obligated to make available more than five percent (5%) of Northern's total capacity at any interconnect. Shipper may designate the Storage delivery point for deliveries in the summer months (May-October) and move the delivery point to the TBS for deliveries in the winter months (November-March).

- Segmentation. If a Shipper is requesting to segment its service agreement, the following information is required:
  1. Shipper should specify whether it is requesting Market Area or Field Area Segmentation.
  2. The contract number being segmented, including the applicable Rate Schedule.
  3. MDQ requested for segmentation purposes by point. If TF service is requested, Shipper must specify MDQ for each Throughput Service(s) (TF12 Base, TF12 Variable, TFF and/or TF5) and the Total Aggregate MDQ.
  4. Requested term of service for capacity being segmented.
  5. For Market Area segmentation the request must include:
     a. If a service agreement has more than one receipt point requests should include the desired primary receipt points for the Access Segment; and
     b. If a service agreement has more than one delivery point the requests should include the desired primary delivery points for the Delivery Segment.
  6. For Field Area segmentation the request must include:
     a. If a service agreement has more than one primary receipt and one primary delivery point, requests should include the desired physical primary receipt and primary delivery point combinations that are being requested for segmentation purposes; and
     b. The particular segmentation points of receipt and delivery being requested.

- Certification that either Shipper has title, or contractual right to acquire title, to gas being transported.

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28. NOMINATIONS

Shipper and Northern shall agree to the following minimum North American Energy Standards Board (NAESB) (formerly Gas Industry Standards Board (GISB)) standard nomination timeline communicated electronically under each Throughput Service Agreement for transportation that will occur on Northern:

- The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Northern (including the Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

- The Evening Nomination Cycle: 6:00 p.m. for nomination leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Northern (including the TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 10:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Northern to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on Northern to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

- The Intraday 1 Nominations Cycle: 10:00 a.m. for nominations leaving control of the nominating party: 10:15 a.m. for receipt of nominations by Northern (including the TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 2:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. gas day.

- The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Northern (including the TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 9:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

  For purposes of the Evening, Intraday 1 and Intraday 2 Nomination Cycles, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

28. NOMINATIONS

Shipper and Northern shall agree to the following minimum North American Energy Standards Board (NAESB) (formerly Gas Industry Standards Board (GISB)) standard nomination timeline communicated electronically under each Throughput Service Agreement for transportation that will occur on Northern:

- The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Northern (including the Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

- The Evening Nomination Cycle: 6:00 p.m. for nomination leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Northern (including the TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 10:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Northern to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on Northern to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

- The Intraday 1 Nominations Cycle: 10:00 a.m. for nominations leaving control of the nominating party: 10:15 a.m. for receipt of nominations by Northern (including the TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 2:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. gas day.

- The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Northern (including the TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Northern from upstream and downstream connected parties; 9:00 p.m. for Northern to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

  For purposes of the Evening, Intraday 1 and Intraday 2 Nomination Cycles, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

The Timely and Evening Nomination Cycles pertain to transportation for the upcoming gas day. The Intraday 1 and Intraday 2 Nomination Cycles pertain to the current gas day. Together the Timely, Evening, Intraday 1 and Intraday 2 Nomination Cycles shall be referred to as the grid-wide synchronization times. Northern will process nominations in addition to the grid-wide synchronization times subject to the additional Intraday nomination subsection herein, and accordingly Northern is not required to hold capacity for grid-wide nominations until a standard nomination cycle. Bumping will only be permitted during the Evening and Intraday 1 Nomination Cycles.

GENERAL TERMS AND CONDITIONS

The Timely and Evening Nomination Cycles pertain to transportation for the upcoming gas day. The Intraday 1 and Intraday 2 Nomination Cycles pertain to the current gas day. Together the Timely, Evening, Intraday 1 and Intraday 2 Nomination Cycles shall be referred to as the grid-wide synchronization times. Northern will process nominations in addition to the grid-wide synchronization times subject to the additional Intraday nomination subsection herein, and accordingly Northern is not required to hold capacity for grid-wide nominations until a standard nomination cycle. However, Northern, on a best-efforts basis, will make capacity available at an allocated group in an amount equal to the primary to primary firm entitlement that was cut during the Timely cycle due to inadvertent mismatches between the upstream or downstream quantity, location, contract number, or DUNS number. Capacity will not be made available at specific receipt or delivery points (including pipeline interconnects). The capacity that will be made available will be associated only with the takeaway from Demarc Pool and Ventura Pool and from the Demarc deferred, Ogden deferred and Ventura deferred delivery points. If a mismatch occurs in a pool that is not linked directly to a transportation nomination (i.e. pooling transactions), Northern will not make such capacity available. Capacity will only be made available for corrections to be made in the subsequent Evening cycle. Further, Northern will make available up to 50,000 Dth/day for the first two gas days of the month, and up to 25,000 Dth/day for the remainder of the month, unless Northern posts a lower limit on its website. Such capacity will be allocated pro-rata during the Evening cycle. Bumping will only be permitted during the Evening and Intraday 1 Nomination Cycles.

All nominations for service, including firm overrun, will be required to be electronically nominated by path, i.e. specific receipt point to specific delivery point, provided that for nomination purposes, a Point of Delivery in the Market Area or Argus Zone in the Field Area may be a currently established Operational Zone, applicable to deliveries to the facilities of a single LDC. For Shipper(s) with combined service for both Market Area and Field Area, nominations from the Field Area to the Market Area (or vice versa) must include a nomination to and from the NNG Field/MKT Demarcation (POI 37654). Northern will accept facsimile nominations in the event of a failure of electronic nomination communication equipment. Overrun quantities shall be nominated as a separate transaction. All nominations must include shipper-defined begin dates and end dates. Additionally, the upstream and/or downstream contract information and rankings must be provided for a nomination to be valid.

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

Northern may accept "standing nominations," excluding intra-day nominations, for the then existing term of the Service Agreement. The term "standing nominations" shall mean a nomination of a specific volume to remain in effect until the earlier of:

i) the requested ending date of such nomination; or

ii) a request by Shipper to change such nomination;

provided however, the term of the nomination is within the term of the Service Agreement.

Auto-balancing is where a Shipper may request Northern to automatically schedule volumes into or out of storage on behalf of the Shipper at such times when a Shipper is allocated at a supply/market point as long as the Shipper currently holds an FDD/IDD service agreement and as long as the scheduled volume is within the storage parameters. To the extent imbalances or receipt and delivery point variances occur, Shipper shall be responsible for any applicable charges. To request this service, Shipper shall submit an executed Storage Balancing Option form located on Northern's website.

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.

With respect to the processing of requests for increases during the intraday nominations/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.

With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

The total nomination at the Point(s) of receipt, less designated Fuel, if any, must equal the nominations at the Point(s) of Delivery. For in-kind fuel reimbursement methods, Northern will not reject a nomination for reasons of rounding differences due to fuel calculations of less than 5 dekatherms.

The Point of Receipt for all gas to be purchased from Northern shall be identified as the furthest point upstream where gas enters Northern-owned facilities.

A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating and scheduling; mutually agreed between the applicable parties for allocations and imbalance reporting; supported for invoicing (sales and purchase); and mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by the service provider.

For nomination purposes, a Point of Delivery may be defined as a currently established Operational Zone in the Market Area or Argus Zone in the Field Area that is applicable for deliveries to the facilities of a single LDC as well as delivery points in the same Operational Zone serving an electric generation plant where the LDC has a tolling arrangement. In the event that the electric generation plant is located behind the facilities of another LDC, then both LDCs and Northern must enter into an end-user allocation agreement as provided for in Section 30.E. of the GENERAL TERMS AND CONDITIONS of this FERC Gas Tariff. All zone delivery points must contain TBS specific entitlements. The total of the TBS specific entitlements must equal the zone delivery point entitlement; however, daily nomination and scheduling may be made by a zone nomination. An LDC may aggregate delivery points that serve power plants in an operational zone into a sub-zone for DDVC and imbalance purposes; provided, however, the shipper must nominate such delivery points on an individual basis. Shipper must use commercially reasonable efforts to provide one-hour notification prior to flow to Northern's Gas Control Department of expected volumes and burn rate.

Non-telemetered Operational Zone

A Shipper may request establishment of an Operational Zone delivery point consisting of the non-telemetered delivery points of a single LDC. Shippers with a single non-telemetered delivery point are also eligible for participation. Non-telemetered delivery points eligible to be included in the non-telemetered zone are defined as delivery points that do not have equipment to electronically transmit at least one intraday measurement reading to the Shipper.

Shippers wishing to participate in the plan must commit to a one-year term and notify Northern of their intentions at least 90 days prior to the first of the month when participation is to begin. In the event that a participant wishes to terminate its participation prior to the completion of the one-year term, the participant may do so by giving Northern at least a 30-day written notice prior to the beginning of the month that the termination will be effective. Except when a Branchline SOL or a curtailment situation has been called, if Shipper nominates a daily quantity and Northern schedules such daily quantity at the non-telemetered Operational Zone delivery point equal to a daily quantity produced by a load forecast formula agreed to by Northern and Shipper, Shipper will not be subject to the Daily Delivery Variance Charges of Section 48 of the GENERAL TERMS and CONDITIONS of this FERC Gas Tariff. Furthermore, Shipper must have assigned Rate Schedule TF, TFX OR GS-T MDQ equal to the peak day firm entitlement and must have assigned SMS MDQ to the non-telemetered Operational Zone point equal to the forecasted volume associated with an eight degree Fahrenheit change based on the November through March load forecast

formula. The load forecast formula will be based on the latest available forecasted temperatures at 8:00 a.m. the day before gas flow, using the National Ocean and Atmospheric Administration (NOAA) weather forecasting service. The forecasted volume will be based on three years of historical daily volume flows recorded in Northern's Gas Volume Allocation (GVA) system at the non-telemetered points at the forecasted temperature based on the season, month and day of the week. Northern and Shipper may agree to adjust the formula to equal the MDQ for verifiable changes to the historical daily volume flows. The formula is as follows:

Forecasted volume = Intercept + Feb + Mar + Apr + May + Jun + Jul + Aug
+ Sep + Oct + Nov + Dec + Season + Year + Holiday + Mon + Tues + Weds + Thurs
+ Fri + Sat + Temp + Temp2 + Lag High + 7 Day Avg Temp

Each point is mapped to the closest weather station where daily forecasts can be identified. The Shipper and Northern will review and agree to the load forecast formula results prior to committing to the program. Northern and Shipper may agree to use a different load forecast formula, subject to Northern filing such formula with the Commission.

Standards for Operational Zone Boundary Changes

Shipper may request a change in the currently effective Operational Zone boundaries or may request that a delivery point(s) be moved from one Operational Zone to another. Such request shall be made in writing and shall set forth the name of the Shipper, the delivery point(s) involved, and the reasons for requesting the change or move.

a. Northern shall evaluate any such request using the following requirements:

i. Shipper has had delivery point(s) in the Operational Zone to which Shipper has requested the delivery point(s) be changed or moved for a period of at least twelve (12) consecutive months;

ii. circumstances at the particular delivery point(s) that Shipper desires to change or move have changed from those existing at the time the existing boundaries were established, e.g., a change in ownership of the delivery point(s); a change in the size of the load at the delivery point(s); or an intervening change in Northern's tariff which, in conjunction with the change or move in delivery point(s), would simplify Shipper's nomination process; and

iii. the change will not result in negative operational consequences or other system management problems for Northern or other shippers. As part of the assessment of the operational and system management consequences of the requested change, Northern shall perform a flow study, based on the three most recent scheduling allocations in the Operational Zone in which the delivery point(s) specified in the Shipper's request currently are located, demonstrating how those allocations would have been affected had the delivery point(s) not been in that Operational Zone at the time of the allocations. To the extent Northern demonstrates that increased allocations, SOL, SUL or Critical Days or other operational or system management impacts will occur as a result of the change, the request will be denied.

b. If Northern determines that the requirements set forth in subsection a. have been met, Northern shall make a Section 4 tariff filing requesting Commission approval to make the proposed change or move. No such change or move shall be made until Commission approval has been obtained.

c. If the request is granted and negative operational or other adverse consequences result, Northern has the right to make a filing with the Commission to (1) restore the Operational Zone boundaries that existed prior to the change, or (2) return the delivery point(s) to the original Operational Zone. Pending the outcome of the filing before the Commission, Northern has the right to take interim actions that address the negative operational impact or other adverse consequences. Such interim actions include, but are not limited to, the actions set forth in c(1) and c(2) above.

GENERAL TERMS AND CONDITIONS

Pooling

Pooling is: 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. Pooling points have been established in Northern's Field and Market Areas to provide Shippers and Pooling Customers the means to aggregate supplies using a Pooling and/or Throughput Service Agreement for deliveries at a pooling point, in accordance with Rate Schedule MPS or the applicable Throughput Rate Schedule.

Northern and Shipper shall establish a procedure to electronically exchange information regarding receipt and delivery quantities in dekatherms to achieve a daily operational gas balance, and Shipper shall, upon request, furnish such data as Northern deems necessary to maintain control of its system, including, without limitation, established Btu content of the gas to be received by Northern. If Northern determines in its reasonable discretion that confirmation of nominations at certain Point(s) of Receipt and/or Delivery are necessary to maintain the integrity of its system, Northern will not schedule transportation unless the party causing the gas to be delivered for Shipper's account into Northern's system at the Point(s) of Receipt confirms such deliveries and that the party receiving gas from Northern's system for Shipper's account at the Point(s) of Delivery confirms that it will receive such volumes.

Northern shall electronically initiate the confirmation process. At the end of each gas day, Northern should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Northern should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadlines.

Shipper shall deliver, or cause to be delivered, to Northern at the Point(s) of receipt on a uniform daily and hourly basis that quantity of natural gas that has been scheduled for transportation.

INTRADAY NOMINATIONS

An intraday nomination is a nomination electronically submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. The Evening, Intraday 1 and Intraday 2 Nomination Cycles constitute Northern's standard Intraday nomination opportunities. For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes in delivery points of scheduled gas. Intraday nominations may be used to nominate new market or supply. Intraday nominations do not roll over and are applicable to one (1) day only and must include an effective time. All nominations, including intraday nominations, will be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations will include an effective date and time. The interconnected parties will agree on the hourly flows of the intraday nomination. Intraday nominations do not replace the remainder of standing nominations. There is no need to re-nominate if intraday nomination modifies existing nomination.

Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. Northern will provide notice of the applicability and types of penalties to be effective the following gas day for any bumped volumes on its website by 3:00 p.m. prior to the gas day. During non-critical periods, daily penalties will be waived for bumped volumes on the date of the bump. Northern will provide a separate notice of bumping in the same manner in which Northern provides notice of operational flow orders. Northern will provide notification of bumped volumes through the scheduled quantities statement. Northern will also electronically communicate notice directly to bumped Shipper's in accordance with the grid-wide timeline for scheduled quantities. Northern shall provide affected parties with notification of bumping through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of bumping. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of bumping to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery. Penalties related to the bumped volume will be waived if notice has not been provided.

Intraday nominations from a Shipper's effective FDD, PDD or IDD accounts will be scheduled subject to the storage parameters and available throughput capacity. If feasible, nominations throughout the gas day will be recognized to the extent they can be scheduled and confirmed. For firm service any such intraday nomination may not result in Shipper exceeding its MDQ. Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the TI Rate Schedule.

Northern shall have the right at any time to limit acceptance of an intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Such limitations may include, but are not limited to, a requirement that a receipt and delivery point must be either both in the Field Area or both in the Market Area. Any such limitation shall be posted on Northern's website with its justification.

29. ALLOCATION OF CAPACITY

(a) Scheduling

Firm Throughput Services at Primary Points shall be scheduled first and shall be given the highest priority. Firm Throughput Service at Alternate Points shall be scheduled next, before interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

In the event capacity must be allocated on part or all of Northern's system, then on the respective part of Northern's system, Firm Throughput Services shall be given the highest priority for scheduling purposes. Therefore, Northern will schedule firm throughput customers' volumes in accordance with the provisions of Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the GENERAL TERMS AND CONDITIONS.

Northern will use shipper-provided path priorities and rankings when making reductions during the scheduling process, when the path priorities and rankings do not conflict with other provisions within Northern's tariff.

In the Market Area, in the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. In the Field Area, in the event more than one firm Shipper nominates the same alternate delivery point, the scheduling priority for the Shipper nominating within the contract path will be before the Shipper nominating outside the contract path. All within-the-path alternate delivery points will be scheduled on a pro rata basis; all outside-the-path alternate delivery points will be scheduled on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump TI Shippers at any time in accordance with Section 28, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff.

Intraday nominations from a Shipper's effective FDD, PDD or IDD accounts will be scheduled subject to the storage parameters and available throughput capacity. If feasible, nominations throughout the gas day will be recognized to the extent they can be scheduled and confirmed. For firm service any such Intraday nomination may not result in Shipper exceeding its MDQ. Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the TI Rate Schedule.

Northern shall have the right at any time to limit acceptance of a Intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Such limitations may include, but are not limited to, a requirement that a receipt and delivery point must be either both in the Field Area or both in the Market Area. Any such limitation shall be posted on Northern's Electronic Bulletin Board with its justification.

29. ALLOCATION OF CAPACITY

(a) Scheduling

Firm Throughput Services at Primary Points shall be scheduled first and shall be given the highest priority. Firm Throughput Service at Alternate Points shall be scheduled next, before flowing interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

In the event capacity must be allocated on part or all of Northern's system, then on the respective part of Northern's system, Firm Throughput Services shall be given the highest priority for scheduling purposes. Therefore, Northern will schedule firm throughput customers' volumes in accordance with the provisions of Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the "GENERAL TERMS AND CONDITIONS".

Northern will use shipper-provided path priorities and rankings when making reductions during the scheduling process, when the path priorities and rankings do not conflict with other provisions within Northern's tariff.

In the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump TI Shippers at any time in accordance with Section 28, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff. Bumped TI Shippers will retain flowing gas priority rights within the month when capacity becomes available if they continue nominating volumes at the point.

Intraday nominations from a Shipper's effective FDD, PDD or IDD accounts will be scheduled subject to the storage parameters and available throughput capacity. If feasible, nominations throughout the gas day will be recognized to the extent they can be scheduled and confirmed. For firm service any such Intraday nomination may not result in Shipper exceeding its MDQ. Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the TI Rate Schedule.

Northern shall have the right at any time to limit acceptance of a Intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Such limitations may include, but are not limited to, a requirement that a receipt and delivery point must be either both in the Field Area or both in the Market Area. Any such limitation shall be posted on Northern's website with its justification.

29. ALLOCATION OF CAPACITY

(a) Scheduling

Firm Throughput Services at Primary Points shall be scheduled first and shall be given the highest priority. Firm Throughput Service at Alternate Points shall be scheduled next, before flowing interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

In the event capacity must be allocated on part or all of Northern's system, then on the respective part of Northern's system, Firm Throughput Services shall be given the highest priority for scheduling purposes. Therefore, Northern will schedule firm throughput customers' volumes in accordance with the provisions of Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the "GENERAL TERMS AND CONDITIONS".

Northern will use shipper-provided path priorities and rankings when making reductions during the scheduling process, when the path priorities and rankings do not conflict with other provisions within Northern's tariff.

In the Market Area, in the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. In the Field Area, in the event more than one firm Shipper nominates the same alternate delivery point, the scheduling priority for the Shipper nominating within the contract path will be before the Shipper nominating outside the contract path. All within-the-path alternate delivery points will be scheduled on a pro rata basis; all outside-the-path alternate delivery points will be scheduled on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump TI Shippers at any time in accordance with Section 28, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff. Bumped TI Shippers will retain flowing gas priority rights within the month when capacity becomes available if they continue nominating volumes at the point.

GENERAL TERMS AND CONDITIONS

To the extent that capacity remains, Northern shall schedule TI, TF overrun, TFX overrun, VFT overrun, and LFT overrun on the basis of the nominated TI, TF overrun, TFX overrun, VFT overrun, and LFT overrun commodity path rate. For the purpose of allocating capacity, shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate.

Provided however, for purposes of determining scheduling priority, such nominated commodity rate shall include the associated upstream or downstream path rate for transactions nominating a pooling point.

GENERAL TERMS AND CONDITIONS

(a) Curtailment.

1) Interruptible Throughput. After volumes have been scheduled, Northern has the right to curtail receipts and/or deliveries of natural gas below the scheduled volume if the available capacity for such quantity is reduced as a result of force majeure or any operational consideration reasonably determined by Northern. Northern shall curtail all scheduled Overrun volumes and

scheduled volumes under Interruptible Throughput Service Agreements on the basis of the lowest path rate first.

2) Firm Services. In the event capacity must be allocated on part or all of Northern's system, Firm Throughput Services will be the last category to be curtailed. Such curtailment shall be allocated on a pro rata basis except as provided in Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the GENERAL TERMS AND CONDITIONS.

If Northern is experiencing a shortfall or excess in receipts which affect the operating integrity of its system, only until Northern is able to determine the Producer or Shipper who has failed to tender volumes equal to the volumes nominated and scheduled, Northern shall have the right, after providing as much advance notice as possible, to interrupt deliveries concerning the affected area as provided in the Receipt Point Supply Shortfall or Excess provisions of Section 19 of the GENERAL TERMS AND CONDITIONS of this Tariff.

(c) CARLTON RESOLUTION. Up to 250,000 MMBtu per day of gas is needed at Northern's interconnect with Great Lakes Gas Transmission Company at Carlton, Minnesota (Carlton) in order to meet firm Market Area requirements. The following tariff provisions are provided for in the Carlton Stipulation and Agreement of Settlement filed in Docket No. RP96-347 on October 28, 1996 (Settlement) and Docket No. RP01-382. Northern will reappraise the need for the 250,000 MMBtu/Day on an annual basis prior to the commencement of the heating season.

1. Allocation of Sourcing Requirement at Carlton. All firm Market Area entitlement existing as of November 1, 1996 with a term in effect through March 31, 1998, excluding Other Carlton Entitlement, entitlement of ANR Pipeline Company (ANR) and firm entitlement associated with the Coal Gasification Plant, currently in effect for the full five (5) months of the heating season (Sourcers) will be required to source volumes at Carlton in the amount shown on Schedule 1 of the Settlement, (and may be reallocated pursuant to Section 2 below).

   Carlton includes other operationally feasible receipt points that resolve the Carlton situation as determined by Northern may be utilized by Sourcers in place of Carlton.

   Other Carlton Entitlement, also shown on Schedule 1 of the Settlement, is entitlement held by shippers at Carlton above the current Carlton Resolution amount of 250,000.

   Any Sourcer may assign its rights (such as compensation) as well as its sourcing obligation to another shipper subject to notification to Northern two (2) work days in advance of such assignment.

2. Buyout. The Parties listed on Appendix B of the Carlton Settlement (Appendix B Parties) may elect to buy out of the sourcing obligation each year. The amount to be paid to buyout shall be equal to $0.083 for the heating season commencing November 1, 2001 through March 31, 2002 and $0.19 for each heating season thereafter times their daily sourcing obligation as set forth on Schedule 1, times 151 days for each Heating Season. The Appendix B Parties buying out of the obligation are required to notify Northern no later than August 1 each year. Sourcers on Schedule 1 will be updated annually for the limited purpose of reflecting any reallocation as a result of the Appendix B election using the entitlement currently stated on Schedule 1 (Schedule 1A). All dollars collected from Appendix B Parties will be reimbursed on a pro rata basis to the Sourcers and except for Appendix B Parties that have bought out, which will be as shown on Schedule 1A, based on their new Carlton Resolution Obligation as stated on Schedule 1A.

   ANR is required to pay a buyout amount equal to $0.0062 for the heating season commencing November 1, 2001 through March 31, 2002 and the Carlton Commodity Surcharge thereafter each year times its total contract MDQ of 86,512 MMBtu/Day times 151 days for each year that its contract is in effect. All dollars collected from ANR pursuant to this Section 2 will be reimbursed on a pro rata basis to the Sourcers except as provided in 4.(ii) based on their new Carlton Resolution Obligation as stated on Schedule 1, on or before June 1 of each year.

   The buyout costs described above will be billed monthly during the heating season to the respective Appendix B Party and ANR.

All dollars collected in this Section 2, including dollars related to the Carlton commodity surcharge in Section 4 hereof, will be recorded in a separate subaccount and will accumulate interest from the date collected as prescribed by the Commission in 18 CFR 154.501(d).

3. Receipt Point Realignment. As a result of the sourcing allocation described in Section 1 above, receipt point realignments will be required. The amount of receipt point capacity to be realigned to and away from Carlton will equal the difference between the respective Sourcer's current total Carlton primary receipt point capacity in effect on November 1, 1996 and the new allocated Carlton primary receipt point capacity for each Sourcer except the GS-T Customers as indicated on Appendix B. This realignment will not affect the Other Carlton Entitlements which are in excess of the current Carlton Resolution volumes and currently have Carlton as a primary receipt point.

   In no event will the receipt point realignment process cause the Market Area receipt point capacity under contract to increase, either at an individual point or in aggregate. The realignment of receipt points among the impacted shippers will consist of realigning of capacity between Carlton and three (3) other Market Area receipt points of Ventura, Demarcation and Trailblazer. Shippers realigning to Carlton must notify Northern of the volume to be reduced at Ventura, Demarcation and/or Trailblazer. To the extent Northern is not notified, Northern will pro rate the required reduction based on the shipper's current Ventura, Demarcation and Trailblazer capacity. In the event a shipper that must realign to Carlton holds neither Ventura, Demarcation nor Trailblazer capacity, then that shipper must give up its total required capacity realignment at some other effective Market Area receipt point south of Farmington. Those shippers realigning away from Carlton will move to Ventura, Demarcation, Trailblazer and any other effective Market Area receipt point on a pro rata basis based on the receipt point availability as a result of those shippers required to move to Carlton. Northern will provide the affected shippers revised Appendix A's to their contracts with an effective date of December 1, 1996.

4. Surcharge. All Market Area entitlement not identified in the Adjusted Current Peak Entitlement at Carlton on Schedule 1 (excluding Other Carlton Entitlement and ANR) including all other Market Area TF, TFX, VFT, LFT and TI will be subject to a Carlton Commodity Surcharge equal to $0.04 for volumes which flow. To the extent Northern is unable to charge the maximum commodity rate, Northern will discount the base commodity rate as allowed per the tariff first. Further, the Sourcers on Schedule 1 will remain Sourcers until the expiration of their contracts. Upon any rollover of such contracts, the entitlement in Schedule 1 will remain subject to the sourcing obligation and will not be subject to the Carlton Commodity Surcharge. Any entitlement for a shipper which is in addition to the entitlement reflected on Schedule 1, as well as any entitlement for an Other Carlton Shipper which is in addition to the entitlement reflected on Schedule 1 for Other Carlton Entitlement shippers, will be subject to the Carlton Commodity Surcharge.

   All Carlton Commodity Surcharge dollars will be reimbursed on a pro rata basis to Sourcers based on their new Carlton Resolution Obligation as stated on Schedule 1, including Appendix B Parties that exercise the buyout provision, on or before June 1 of each year. On or before July 1 of each year Northern will file a report with the Commission detailing the amounts reimbursed pursuant to Sections 2 and 4. The amount of Northern's reimbursement to each Sourcer shall be subject to Commission review and approval. Any Northern shipper or other party shall have the opportunity, after Notice by the Commission, to intervene and protest Northern's report related to the report period, including the appropriateness of the amounts which have been collected.

5. Bid Process. Beginning for the 1997-98 Heating Season and each year thereafter, each Sourcer on Schedule 1 will have the option to source its volumes at Carlton or to have its volumes included in the Bid Process, as described in Section 5.1, for another party to source. In the event any party(s) elects to have others source their Carlton Obligation, Northern will contract on an annual basis with Suppliers/Shippers ("Carlton Suppliers/Shippers") willing to assume any or all of the Carlton Obligation Volume included in the Bid Process.

4. Flow Orders. Northern needs the ability to call on volumes to flow at Carlton. The following operational requirements apply during the months of November through March for each year that the Carlton Resolution is in effect to the Carlton Supplier/Shippers, Sourcers and the Other Carlton Shippers Entitlement as applicable.

   An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

Northern has the right to require an increase or reduction of firm receipts at Carlton on a non-discriminatory basis for system integrity. The phrase, "for system integrity", means that Northern has the right to require, in resolving the Carlton problem, an increase or decrease of receipts at Carlton on a non-discriminatory basis in order for Northern to meet its contractual firm delivery obligations downstream of Farmington up to a maximum of 250,000 MMBtu/day as provided for under the Settlement. Northern will schedule the nominated volume in accordance with its tariff as further provided herein. In the event that an increase in flow is needed, Northern shall call on the volume on a pro rata basis. In the event Northern calls on the volume, Northern shall also require the Other Carlton Entitlement to flow an amount equal to the percentage of the volume Northern has called on to the Total Current Peak Entitlement on Schedule 1, times their primary receipt point capacity at Carlton. This Other Carlton Entitlement shall not be required to nominate or flow less than or more than the Shipper's market requirements and/or uses.

A Carlton Sourcer or Other Carlton Shipper with a delivery point downstream of Farmington may reduce its deliveries at that specific point and receive a concomitant reduction in its requirement to receive its specified level of volumes at Carlton provided such shipper's nomination is at an individual point/TBS level and the individual delivery point/market reduction is verifiable. To the extent a shipper has the right and utilizes zone nominations, if such shipper nominates to reduce its obligation by reducing deliveries to a qualified delivery point in the zone, all nominations for the respective zone must be at the individual point/TBS level. Verification of the market reduction will be via affidavit which may be provided by fax or electronically as part of the nomination process. In the event a shipper exercising this provision to reduce its Carlton requirements fails to correspondingly reduce its delivery point/market, such shipper shall pay a penalty of twenty-five dollars ($25.00) for each MMBtu of reduced Carlton requirement that does not have a concomitant reduction in delivery.

During the heating season, Northern will not reduce any nomination for firm receipts at Carlton for any Sourcer or Other Carlton Entitlement Shipper who has a verifiable market or use. Verification of such market or use may be provided by fax or electronically as part of the nomination process or otherwise in the daily routine.

When Northern requires an increase in firm receipts at Carlton, Northern will notify the appropriate parties to flow no later than twenty-four (24) hours prior to Northern's Timely Nomination deadline. When Northern requires a decrease in firm receipts at Carlton, Northern will notify the appropriate parties to decrease flow no later than twenty-four (24) hours prior to Northern's Timely Nomination deadline.

No Carlton Sourcer or Carlton Supplier/Shipper will be required to flow at Carlton for the purpose of allowing Northern to avoid curtailment, as defined in Northern's tariff, of TI service.

If, as a result of the operational flow requirements being invoked by Northern at Carlton, those shipper(s) for whom flow modifications were required, incur an imbalance penalty related solely to such flow change,
the imbalance penalty shall be waived.

If any Sourcer releases any portion of the Volume, the Carlton flow obligation and all other obligations follow the Volume. In addition, the primary receipt point may not be modified. A Carlton Supplier/Shipper may not release its obligation.

GENERAL TERMS AND CONDITIONS

In the event that any Sourcer or Carlton Supplier/Shipper fails to comply with Northern's flow requirements to increase or reduce firm receipts at Carlton, for any reasons other than force majeure on an upstream pipeline, such shipper shall pay a penalty of twenty-five dollars ($25.00) for each MMBtu that does not comply with Northern's flow requirements to increase or reduce. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this tariff.

All parameters described above for Other Carlton Entitlement, Sourcers or Carlton Supplier/Shippers will be outside of Northern's normal scheduling and curtailment parameters.

GENERAL TERMS AND CONDITIONS

During the heating season, Northern will not reduce any nomination for firm receipts at Carlton for any Sourcer or Other Carlton Entitlement Shipper who has a verifiable market or use. Verification of such market or use may be provided by fax or electronically as part of the nomination process or otherwise in the daily routine.

When Northern requires an increase in firm receipts at Carlton, Northern will notify the appropriate parties to flow no later than twenty-four (24) hours before nominations on Northern are due. When Northern requires a decrease in firm receipts at Carlton, Northern will notify the appropriate parties to decrease flow at least 24 hours prior to the time nominations are due to Northern.

No Carlton Sourcer or Carlton Supplier/Shipper will be required to flow at Carlton for the purpose of allowing Northern to avoid curtailment, as defined in Northern's tariff, of TI service.

If, as a result of the operational flow requirements being invoked by Northern at Carlton, those shipper(s) for whom flow modifications were required, incur an imbalance penalty related solely to such flow change, the imbalance penalty shall be waived.

If any Sourcer releases any portion of the Volume, the Carlton flow obligation and all other obligations follow the Volume. In addition, the primary receipt point may not be modified. A Carlton Supplier/Shipper may not release its obligation.

In the event that any Sourcer or Carlton Supplier/Shipper fails to comply with Northern's flow requirements to increase or reduce firm receipts at Carlton, for any reasons other than force majeure on an upstream pipeline, such shipper shall pay a penalty of twenty-five dollars ($25.00) for each MMBtu that does not comply with Northern's flow requirements to increase or reduce.

All parameters described above for Other Carlton Entitlement, Sourcers or Carlton Supplier/Shippers will be outside of Northern's normal scheduling and curtailment parameters.

Schedule No. 1

NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON RESOLUTION OBLIGATION

Company	1996 Total Current Peak Entitlement	Other Carlton Volumes	Adjusted Current Peak Entitlement	"Sourcer" New Carlton Resolution Obligation
Al-Corn Clean Fuels	1,200	1,200	0	0
Archer Daniels Midland Company	7,000		7,000	550
Armour Swift-Eckrich, Inc.	195		195	15
Ashland Petroleum	7,000	7,000	0	0
Austin Utilities	12,100		12,100	950
Black Hills Utility Holdings, Inc.	199,119	12,822	186,297	14,626
Cardinal IG	7,116		7,116	559
Cargill, Incorporated	11,500		11,500	903
Cargill, Incorporated (acquired from USES)	875		875	69
Cascade Municipal Utilities	1,050		1,050	82
Cedar Falls Utilities	12,200		12,200	958
CenterPoint Energy Minnesota Gas	792,778	3,043	789,735	61,999
Circle Pines Utilities	2,675		2,675	210
City of Duluth, MN	31,925		31,925	2,506
City of Everly (formerly in National Public Gas)	250		250	20
City of Fairbank, IA	450		450	35
City of Fremont, NE	10,000		10,000	785
City of Gilmore, IA	275		275	22
City of Hartley, IA	1,050		1,050	82
City of Hawarden, IA	1,803		1,803	142
City of Ponca, NE	340		340	27
City of Remsen, IA	1,184		1,184	93
City of Rolfe, IA	450		450	35
City of Round Lake, MN	125		125	10
City of Sac City, IA	1,200		1,200	94
City of Sanborn, IA	956		956	75
City of Sioux Center	1,800		1,800	141
City of Tipton, IA	1,700		1,700	133
City of Two Harbors, MN	2,761	331	2,430	191
City of Virginia, MN	4,000	1,654	2,346	184
City of Waukee	700		700	55
City of West Bend, IA	900		900	71
City of Whittemore, IA	475		475	37
Cleveland Cliffs Inc.	45,000	45,000		
Community Utility Company	900		900	71
Coon Rapids Municipal Utilities	860		860	68
Emmetsburg Municipal Gas Works	2,516		2,516	198
Eveleth Mines	4,000	4,000		
Flint Hills Resources, LP	35,000		35,000	2,748
Graettinger Municipal Gas	541		541	42
Greater Minnesota, Inc.	2,310	2,310	0	0
Great Plains Natural Gas Company	21,845	81	21,764	1,709
Guthrie Center Municipal Utilities	1,400		1,400	110
Harlan Municipal Utilities	2,610		2,610	205
Heartland Corn Products	300	45	255	20
Hibbing Public Utilities Commission	3,200	132	3,068	241
Hutchinson Utility Commission	17,253		17,253	1,354
Interstate Power and Light Company	191,891		191,891	15,065
Jo Carroll Energy, Inc. (NPP)	3,100		3,100	243
Lake Park Municipal Utilities	450		450	35
LSP Cottage Grove, L.P.	34,120		34,120	2,679

Schedule No. 1

NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON RESOLUTION OBLIGATION

Company	1996 Total Current Peak Entitlement	Other Carlton Volumes	Adjusted Current Peak Entitlement	"Sourcer" New Carlton Resolution Obligation
Madison Gas and Electric Company	56,219		56,219	4,413
Manilla Municipal Gas Department	500		500	39
Manning Municipal Gas Department	916		916	72
Metropolitan Utilities District	179,500		179,500	14,092
MidAmerican Energy Co.	10,000	0	10,000	786
MidAmerican Energy Company	390,119	0	390,119	30,626
Midwest Natural Gas, Inc.	13,839		13,839	1,086
Minnesota Energy Resources Corporation (from Aquila)	146,260		146,260	11,482
Minnesota Mining & Manufacturing Co.	400		400	31
National Public Gas Agency	900		900	70
New Ulm Utilities Commission	5,540		5,540	435
Nicor Gas Company	186,058		186,058	14,607
Northern States Power Company of Wisconsin	84,220	21,250	62,970	4,944
Northern States Power Company-Minnesota	393,938	32,198	361,740	28,398
Northwest Natural Gas Company	2,675		2,675	210
Northwestern Corporation	49,283		49,283	3,869
Osage Municipal Utilities	1,500		1,500	118
Owatonna Public Utilities	10,001		10,001	785
Preston Municipal Natural Gas Department	570		570	45
Rock County Electric Cooperative Assoc.	2,480		2,480	195
Rock Rapids Municipal Utilities	900		900	71
Semco Energy Gas Company	45,917		45,917	3,605
Sheehan's Gas Company	1,584		1,584	124
SourceGas Distribution, LLC	292		292	23
St. Croix Gas	7,600	761	6,839	537
Superior Water Light & Power	15,730	2,917	12,813	1,006
Terra Nitrogen Corporation	27,000		27,000	2,120
Town of Brooklyn	500		500	39
Town of Sabula	368		368	29
U.S. Energy Services	2,650		2,650	208
United States Steel Corporation	6,000	6,000		
U.S. Gypsum	6,500	6,500	0	0
Viroqua Gas Company	2,389		2,389	188
Watertown Municipal Utilities	6,000		6,000	471
Westbrook Light & Power	351		351	28
Wisconsin Electric Power Company	11,120		11,120	873
Wisconsin Gas L.L.C.	124,306	15,256	109,050	8,561
Wisconsin Power and Light Company	67,576		67,576	5,305
Woodbine Municipal Gas Systems	823		823	65
TOTAL UNITS	3,346,972	162,500	3,184,472	250,000

SCHEDULE NO. 1A

NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON VOLUMES SUBJECT TO FLOW OBLIGATIONS
FOR 2009/2010 HEATING SEASON

Company	Market Area Adjusted Peak Day Entitlement	"Sourcer" New Carlton Resolution Obligation	Other Carlton Obligation	Total Carlton Flow Obligation
Al-Corn Clean Fuels	0	0	90	90
Archer Daniels Midland Company	7,000	562		562
Austin Utilities	12,100	971		971
Black Hills Utility Holdings, Inc.	186,297	14,949	957	15,906
Cardinal IG	7,116	571		571
Cargill, Incorporated	12,375	993		993
CenterPoint Energy Minnesota Gas	789,735	63,370	227	63,597
City of Duluth	31,925	2,560		2,560
City of Everly	250	20		20
City of Fairbank	450	36		36
City of Fremont	10,000	802		802
City of Ponca, NE	340	27		27
City of Two Harbors, MN	2,430	195	25	220
City of Virginia	2,346	188	123	311
Cliffs Natural Resources, Inc.	0	0	3,357	3,357
Flint Hills Resources, LP	35,000	2,808		2,808
Great Plains Natural Gas Company	21,764	1,748	6	1,754
Hibbing Public Utilities Commission	0	0	10	10
Hutchinson Utility Commission	17,253	150		150
Interstate Power and Light Company	191,891	15,397		15,397
Jo Carroll Energy, Inc. (NPP)	3,100	249		249
LSP Cottage Grove, L.P.	34,120	2,738		2,738

Note: Reflects obligation after Appendix B customers' election to source or buyout.

Appendix B

MARKET AREA ENTITLEMENT - 1996
SOURCERS WITH OPTION TO BUYOUT

	Shipper Legal Entity Name	New Carlton Resolution Company Obligation
	Austin Utilities	950
*	Cascade Municipal Utilities	82
	Cedar Falls Utilities	958
*	Circle Pines Utilities	210
*	City of Gilmore, IA	22
	City of Hartley, IA	82
*	City of Hawarden,IA	142
*	City of Remsen, IA	93
*	City of Rolfe, IA	35
	City of Round Lake, MN	10
*	City of Sac City, IA	94
*	City of Sanborn, IA	75
	City of Sioux Center	141
*	City of Tipton, IA	133
*	City of Two Harbors, MN	191
*	City of Virginia, MN	184
*	City of Waukee	55
*	City of West Bend, IA	71
	City of Whittemore, IA	37
*	Community Utility Company	71
	Coon Rapids Municipal Utilities	68
*	Emmetsburg Municipal Gas Works	198
*	Graettinger Municipal Gas	42
*	Guthrie Center Municipal Utilities	110
	Harlan Municipal Utilities	205
	Hibbing Public Utilities Commission	241
	Hutchinson Utility Commission	1,354
*	Lake Park Municipal Utilities	35
*	Manilla Municipal Gas Department	39
	Manning Municipal Gas Department	72
	New Ulm Utilities Commission	435
	Northern States Power Company of Wisconsin (Natural Gas, Inc.)	291
	Northwest Natural Gas Company	210
	Osage Municipal Utilities	118
	Owatonna Public Utilities	785
	Preston Municipal Natural Gas Department	45
*	Rock Rapids Municipal Utilities	71
	St. Croix Gas	537
*	Semco Energy Inc., d/b/a Semco Energy Gas	314
*	Sheehan's Gas Company	124
	Superior Water Light & Power	1,006
*	Town of Brooklyn	39
*	Town of Sabula	29
	Watertown Municipal Utilities	471
	Westbrook Municipal Light & Power	28
*	Woodbine Municipal Natural Gas Systems	65
	TOTAL UNITS	10,568

* GST Customers not required to realign receipt points.

SCHEDULE NO. 1A

NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON VOLUMES SUBJECT TO FLOW OBLIGATIONS
FOR 2008/2009 HEATING SEASON

Company	Market Area Adjusted Peak Day Entitlement	"Sourcer" New Carlton Resolution Obligation	Other Carlton Obligation	Total Carlton Flow Obligation
Madison Gas and Electric Company	56,219	4,543		4,543
Metropolitan Utilities District	179,500	14,508		14,508
MidAmerican Energy Co.	10,000	808		808
MidAmerican Energy Company	390,119	31,530		31,530
Midwest Natural Gas, Inc.	13,839	1,119		1,119
Minnesota Energy Resources Corporation	146,260	11,821		11,821
Minnesota Mining & Manufacturing Co	400	32		32
National Public Gas Agency	900	72		72
Nicor Gas Company	186,058	15,039		15,039
Northern States Power Company-MN	361,740	29,235	2,402	31,637
Northern States Power Company-WI	62,970	5,089	1,585	6,674
Northwest Natural Gas Company	2,675	216		216
Northwestern Corporation	49,283	3,983		3,983
Rock County Electric Cooperative Assoc.	2,480	200		200
Semco Energy Gas Company	45,917	3,711		3,711
SourceGas Distribution, LLC	292	24		24
St. Croix Valley Natural Gas	0	0	57	57
Superior Water, Light & Power	0	0	218	218
Terra Nitrogen Corporation	27,000	2,182		2,182
U.S. Energy Services	2,650	214		214
U.S. Gypsum	0	0	485	485
United States Steel Corporation	0	0	448	448
Viroqua Gas Company	2,389	193		193
Wisconsin Gas, LLC	109,050	8,814	1,138	9,952
Wisconsin Power and Light Company	67,576	5,464		5,464
Entitlement of Sourcers that left Northern's System	22,473		995	
TOTAL UNITS	3,093,182	246,939	12,123	258,067

Note: Reflects obligation after Appendix B customers' election to source or buyout.

SCHEDULE NO. 1A

NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON VOLUMES SUBJECT TO FLOW OBLIGATIONS
FOR 2009/2010 HEATING SEASON

Company	Market Area Adjusted Peak Day Entitlement	"Sourcer" New Carlton Resolution Obligation	Other Carlton Obligation	Total Carlton Flow Obligation
Madison Gas and Electric Company	56,219	4,510		4,510
Metropolitan Utilities District	179,500	14,403		14,403
MidAmerican Energy Co.	10,000	802		802
MidAmerican Energy Company	390,119	31,303		31,303
Midwest Natural Gas, Inc.	13,839	1,110		1,110
Minnesota Energy Resources Corporation	146,260	11,736		11,736
Minnesota Mining & Manufacturing Co	400	32		32
National Public Gas Agency	900	71		71
Nicor Gas Company	186,058	14,931		14,931
Northern States Power Company-MN	361,740	29,025	2,402	31,427
Northern States Power Company-WI	62,970	5,053	1,585	6,638
Northwest Natural Gas Company	2,675	215		215
Northwestern Corporation	49,283	3,955		3,955
Osage Municipal Utilities	1,500	120		120
Rock County Electric Cooperative Assoc.	2,480	199		199
Semco Energy Gas Company	45,917	3,684		3,684
Sheehan's Gas Company	1,584	127		127
SourceGas Distribution, LLC	292	23		23
St. Croix Valley Natural Gas	6,839	549	57	606
Superior Water, Light & Power	0	0	218	218
Terra Nitrogen Corporation	27,000	2,167		2,167
Town of Sabula	368	30		30
U.S. Energy Services	2,650	213		213
U.S. Gypsum	0	0	485	485
United States Steel Corporation	0	0	448	448
Viroqua Gas Company	2,389	192		192
Wisconsin Gas, LLC	109,050	8,750	1,138	9,888
Wisconsin Power and Light Company	67,576	5,423		5,423
Entitlement of Sourcers that left Northern's System	22,473		995	
TOTAL UNITS	3,115,573	246,957	12,123	258,085

Note: Reflects obligation after Appendix B customers' election to source or buyout.

(d) Other Flow Orders. Northern and Shipper may agree to a contract specific receipt or delivery point flow requirement which could require receipts from or deliveries to the primary points under a Shipper's firm agreement in order to alleviate conditions on Northern's system that threaten the safe operations or system integrity or to maintain conditions on Northern's system that are required to maintain safe operations or system integrity. Northern and Shipper may agree to discount the transportation rate, provide a contribution in aid of construction, or other consideration consistent with the terms of Northern's FERC-approved tariff as the consideration for a contract specific flow order. Northern will post on its Internet website, under Transactional Reporting, applicable provisions and consideration provided under this provision.

(e) OBA GENERAL TERMS & CONDITIONS

If requested by a Shipper, Northern agrees that it will negotiate an Operational Balancing Agreement (OBA) with an entity that operates the facilities interconnecting with Northern or controls supplies entering Northern's system at interconnection point and/or receipt point(s) ("Operator"), as applicable. An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect. Such an OBA with Operator will be subject to the following conditions.

GENERAL TERMS AND CONDITIONS

1. Quantities nominated by Shipper are confirmed on a reliable basis by Operator;

2. Data Acquisition Systems or other monitoring equipment generally acceptable by industry standards exists at the interconnection point and/or receipt point(s);

3. Operator must meet the same credit worthiness standards as Shipper(s) for whom it is operating on behalf of;

4. Operator must possess sufficient quantities of gas for it to balance receipts and/or deliveries under the OBA.

An Operational Balancing Agreement may be subject to certain conditions as follows:

1. Any receipt point imbalance and scheduling penalties otherwise applicable to Shipper will be applicable to operator unless Northern maintains flow control equipment at the wellhead receipt or interconnection point(s) under the Operational Balancing Agreement.

2. Operator and Northern will negotiate in good faith to agree on a method of valuing imbalances based on market price indices. The method of valuing imbalances will be applied in a non-discriminatory manner. Nothing in this section is intended to restrict Northern's ability to either execute an Operational Balancing Agreement without market based imbalance evaluation or to terminate such an agreement for lack thereof. However, OBAs applicable to non-contiguous facilities shall be resolved by cash in/out.

30. BILLING THROUGHPUT QUANTITY

A. Single Shipper. The Billing Throughput Quantity ("BTQ") shall be the volumes actually delivered for a Shipper. For monthly billing purposes, the determination of the BTQ for a Shipper transporting gas under more than one Throughput Rate Schedule shall be in the following order (Default Order) unless agreed to otherwise by Northern and the Shipper prior to the close of business of such production month:

(1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TFX and LFT, if any;

(2) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TI and GS-T, if any;

(3) volumes delivered under Rate Schedule(s) TF in the following order: (i) scheduled overrun volumes, if any, and (ii) up to the MDQ's of the TF services.

B. Multiple Shippers. For billing purposes, to the extent Northern is transporting gas to a Point(s) of Delivery for more than one (1) Shipper, the Shipper shall cause the party receiving the gas for Shipper's account at such Point(s) of Delivery ("Receiving Party") to advise Northern of the priority between Shippers in which said Receiving Party will receive the other Shippers' scheduled gas. If Northern has not been advised of a priority, the Default Order in "A" above shall apply. Provided however, if the Receiving Party is also a TF Shipper, then, for billing purposes, gas being transported and delivered at the subject Point(s) of Delivery for the Receiving Party Shipper's TF Agreement shall be deemed to be the last transportation volumes scheduled through the meter (last-through-the-meter methodology) preceded by any other agreements in the Default Order unless agreed to otherwise by Northern and the Receiving Party prior to the close of business of the production month, or unless the Receiving Party has chosen to provide the measured volumes as stated below in paragraph E.

C. GS-T Receiving Party Shipper(s). For monthly billing purposes, the determination of the BTQ at a delivery point(s) where a GS-T Shipper is the Receiving Party shall be in the following order unless agreed to otherwise by Northern and the GS-T Receiving Party Shipper prior to the close of business of such production month:

(1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TFX and LFT, if any;

(2) volumes delivered under Rate Schedule(s) TF in the following order: (i) scheduled overrun volumes, if any, and (ii) up to the MDQ of the TF services, if any;

(3) volumes delivered under Rate Schedule(s) GS-T in the following order: (i) scheduled overrun volumes, if any, and (ii) up to the MDQ of the GS-T service, if any; and/or

(4) volumes, including overrun volumes, scheduled for delivery under Rate Schedule TI, if any.

D. In the event there is more than one service agreement under any rate schedule, for purposes of billing in (A), (B), and (C) above, the volumes shall be allocated pro-rata to each service agreement based on scheduled volumes, unless agreed to otherwise.

E. End-user(s) on Downstream Systems. The Receiving Party may choose to provide the measured volumes for the parties receiving gas downstream of the Point(s) of Delivery. Under this option, the Receiving Party will furnish Northern with measurement data for the end user prior to the close of business of the production month. In such event the end user shall be responsible for its resulting daily delivery variance charges, imbalances, and all other applicable throughput charges resulting from its measured volumes. The Receiving Party must provide reasonable notice to the end user and Northern of such arrangement prior to effectuation of such procedure.

GENERAL TERMS AND CONDITIONS

F. Third Party Storage Shipper(s). To the extent the volumes of natural gas to be transported for the Shipper have previously been transported under one of Northern's rate schedules to be delivered to a customer-owned or third-party leased storage facility, such volumes will be transported from the storage facility location to the Shipper's market area delivery point and will be charged the Field/Market TF, TFX or LFT reservation fee, if applicable, and the appropriate commodity rate as set forth in this Tariff.

G. Other Flowing Gas Allocations. Unless otherwise specifically provided for within these GENERAL TERMS AND CONDITIONS, and except at points that have an Operational Balancing Agreement (OBA) in effect, a pre-determined allocation (PDA) methodology of ranked, pro rata, percentage, swing or operator provided value will be agreed upon at the point. The upstream and downstream operators will provide the PDA methodology and contract rankings, if applicable, to the allocating party and/or the party performing the measurement function after or during confirmation and before the close of business of the production month. If the parties have not agreed upon a PDA methodology, or if a point is not covered by the last-through-the-meter methodology, as described above, and there is a dispute, then pro rata based upon confirmed nominations will be used as the default methodology. The party responsible for custody transfer (the party performing the measurement function) will provide the allocation.

GENERAL TERMS AND CONDITIONS

31. RECEIPT POINT SCHEDULING PENALTIES

If, at month's end, the sum of the actual daily quantities of natural gas received by Northern at all Points of Receipt for each Shipper's Throughput Service Agreement(s) varies from the sum of the quantities scheduled under each throughput service agreement during the respective month for transportation at all Points of Receipt, (either + or -) by greater than ten percent (10%), then Northern shall impose on a non-discriminatory basis a penalty equal to the Market Area TI rate per MMBtu for the difference between the sum of the actual total receipts during the month and the sum of the quantities scheduled for receipt during the respective month, less the tolerance level, except as provided below. Points in each Shipper's throughput Service Agreement(s) which are on Northern's contiguous mainline system may be aggregated for purposes of determining this penalty. Northern's contiguous mainline system refers to facilities which directly connect to, or are located on, Northern's mainline transmission system. Any penalty calculated that is less than five hundred dollars ($500) will be waived.

Shipper's actual and scheduled volumes, at points connected to Northern's contiguous mainline system, shall be aggregated at the Shipper level prior to determining variance.

In order to protect system integrity, Northern may, after giving shippers forty-eight hours notice, implement the penalty on a system level, or a specific mainline Point of Receipt. For purposes of this Section, "system level" shall mean any combination of two (2) or more compressor stations in the same geographical area. The monthly penalty will then apply at those designated point(s) for the remainder of the billing month, unless system integrity is no longer in jeopardy. Upon such determination, Northern will so notify Shippers and the penalty shall again apply on a Service Agreement basis from the date of such notice.

In the event of Receipt Point Supply Shortfall or Excess situations, as described on Sheet No. 227, a daily receipt point scheduling penalty may apply at each specific receipt point. The penalty will be $10.00 per MMBtu. In supply shortfall situations, the penalty will be assessed on the amount that actual receipts are less than scheduled receipts for the day, after a tolerance equal to the greater of 50 Mcf or seven percent (7%) of scheduled volumes has been applied. In supply excess situations, the penalty will be assessed on the amount that actual receipts are greater than scheduled receipts for the day, after a tolerance equal to the greater of 50 Mcf or seven percent (7%) of scheduled volumes has been applied.

Northern shall waive such penalty or portion thereof if such penalty was the result of a Force Majeure condition on Northern's system or Northern determines that it incorrectly scheduled the volumes. A force majeure situation not on Northern's system will not relieve Shipper of scheduling penalties except as set forth below. Written notification to Northern within forty-eight (48) hours (or as promptly as possible) of a verifiable force majeure on an upstream pipeline will result in waiver of the scheduling penalty for those volumes within such forty-eight (48) hour period. Any waiver will be applied on a nondiscriminatory basis.

Revenues associated with these penalties shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

Receipt point volumes which can be independently verified by Northern (verifiable receipt point volume) will not be subject to the monthly receipt scheduling penalty.

In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.

Receipt point volumes which can be independently verified by Northern (verifiable receipt point volume) will not be subject to the monthly receipt scheduling penalty.

32. BALANCING

Mandatory cash-out/in shall not apply to Operational Balancing Agreements (OBAs), except as provided on Sheet No. 264.

A. Definitions

(i) Volumetric Imbalance. Volumetric imbalance shall mean the volume difference between receipts and deliveries, without consideration of the dollar value of such volume but with consideration of the applicable fuel and unaccounted-for.

(ii) Dollar Valuation or Dollar Volume Imbalance. Dollar Valuation or Dollar Volume Imbalance shall be calculated by first determining the monthly Volumetric Imbalance and then multiplying it by the applicable Index Price (as defined below) for the same month.

B. Dollar Valuation

Northern and Shipper, or its Designee, shall receive and deliver thermally equivalent gas volumes as nearly as practicable at uniform hourly and daily rates of flow. Volume differences between monthly receipts and deliveries shall be accumulated and recorded in a Shipper account. Northern and Shipper shall manage monthly receipts or deliveries so that the account balance shall be kept as near to zero as practicable. Imbalances shall be valued on a dollar volume basis, which means that Northern will first determine the imbalance quantity for each month by legal entity on an MMBtu basis and then will determine a dollar value using the MMBtu quantity and the applicable Monthly Index Price, as tiered for imbalance level. Dollar Valuation will not apply to volumes that have been injected into or withdrawn from storage under the Monthly Imbalance-to-Storage provisions set forth in Subsection F. (iii) below.

C. Determination of Monthly Index Prices (MIPs)

The high, low and average Index Prices for the Market Area Index Price, the Field Area Index Price, and the Gulf Coast Index Price shall be determined each month using the quoted spot gas price at price discovery points on Northern's system as appearing in "Gas Daily," as provided below.

(i) Monthly Index Prices will be determined using a five-week period. The five-week period is defined as beginning on the first Tuesday of the calendar month for which the MIP is being established and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period.

(ii) Market Area Monthly Index Prices (Market Area MIP)

a. The High Market Area Monthly Index Price (High Market Area MIP) shall equal the arithmetic average of the highest average weekly price occurring within each five-week period at Northern-Demarcation and Northern-Ventura.

b. The Low Market Area Monthly Index Price (Low Market Area MIP) shall equal the arithmetic average of the lowest average weekly price within each five-week period at Northern-Demarcation and Northern-Ventura.

c. The Average Market Area Monthly Index Price (Average Market Area MIP) shall equal the arithmetic average of the five average weekly prices at Northern-Demarcation and Northern-Ventura.

(iii) Field Area Monthly Index Prices (Field Area MIP)

a. The High Field Area Monthly Index Price (High Field Area MIP) shall equal the arithmetic average of the highest average weekly price occurring within each five-week period at Panhandle, Tx - Okla and El Paso, Permian Basin.

b. The Low Field Area Monthly Index Price (Low Field Area MIP) shall equal the arithmetic average of the lowest average weekly price within each five-week period at Panhandle, Tx - Okla and El Paso, Permian Basin.

c. The Average Field Area Monthly Index Price (Average Field Area MIP) shall equal the arithmetic average of the five average weekly prices at Panhandle, Tx - Okla and El Paso, Permian Basin

(iv) Gulf Coast Monthly Index Prices (GC MIP)

a. The High Gulf Coast Monthly Index Price (High GC MIP) shall equal the arithmetic average of the highest average weekly price occurring within each five-week period at Florida Gas, zone 1 and Houston Ship Channel.

b. The Low Gulf Coast Monthly Index Price (Low GC MIP) shall equal the arithmetic average of the lowest average weekly price within each five-week period at Florida Gas, zone 1 and Houston Ship Channel.

c. The Average Gulf Coast Monthly Index Price (Average GC MIP) shall equal the arithmetic average of the five average weekly prices at Florida Gas, zone 1 and Houston Ship Channel.

Imbalance quantities will be dollar valued using the MIPs set forth above depending on whether the imbalance quantities were created in the Market Area, Field Area or the Gulf Coast Area.

If a price discovery point is eliminated or redefined by "Gas Daily," Northern will notify shippers via an Internet website posting. Northern will make a tariff filing to change MIP components.

Northern will electronically post, on or before the 15th day of the following month, the MIPs, including the tiered values, to be used for the previous calendar month.

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D. Tiering of MIPs

Except for Small Customers, the Market Area, Field Area, or Gulf Coast MIP is tiered based upon the monthly imbalance level of the legal entity, in accordance with the following schedule:

Imbalance Level*	Due Northern	Due Shipper
0% - 3%	HIGH MIP * 1.00	LOW MIP * 1.00
Greater than 3% up to 5%	HIGH MIP * 1.02	LOW MIP * 0.98
Greater than 5% up to 10%	HIGH MIP * 1.10	LOW MIP * 0.90
Greater than 10% up to 15%	HIGH MIP * 1.20	LOW MIP * 0.80
Greater than 15% up to 20%	HIGH MIP * 1.30	LOW MIP * 0.70
Greater than 20%	HIGH MIP * 1.40	LOW MIP * 0.60

*The imbalance level is determined by dividing the legal entity's monthly Volumetric Imbalance by its monthly deliveries. Such monthly deliveries shall exclude Shipper's deliveries under MPS agreements, solely for purposes of calculating Shipper's transportation imbalances percentage.

For any legal entity listed as a Small Customer on Sheet No. 510 of this Tariff, tiering shall be as set forth above, except the imbalance level and associated valuation applicable for the first tier of MIP * 1.00 is equal to the greater of 1,000 MMBtu or 3%.

The tier valuation factors listed above will be applied to the portion of the imbalance level which falls within each tier.

Delivery Point Operators shall have the ability to determine the imbalance level by an alternate method ("alternate imbalance level determination"), subject to the following:

If Northern is transporting gas to a Point(s) of Delivery which is within an Operational Zone and, billing of the last-through-the-meter methodology as described in Section 30 of the GENERAL TERMS AND CONDITIONS of this Tariff is employed, then the Delivery Point Operator's imbalance level shall be determined by dividing the operator's monthly volumetric imbalance by all volumes delivered to the point for the month that are subject to the last through-the-meter methodology, assuming prior to the beginning of any month Northern has been provided the legal entity(s) delivering to the Delivery Point Operator's Operational Zone for the month and that such volumes, for purposes of imbalance level determination, are to be used by the Delivery Point Operator. This alternate imbalance level determination will be used only when the Delivery Point Operator's monthly imbalance level exceeds 3%.

E. Applicability of MIPs

(i) To determine the Dollar Valuation of a Shipper's Volumetric Imbalance, the following factors are applicable:

(a) For Volumetric Imbalances where the Shipper's monthly deliveries exceed the Shipper's monthly receipts (Shipper owes Northern), the Dollar Valuation is calculated by multiplying the monthly Volumetric Imbalance by the "Due Northern" High Market Area, High Field Area, or Average Gulf Coast MIP, as tiered for the Shipper's imbalance level.

exceed

Dollar

Imbalance

Gulf

(b) For Volumetric Imbalances where the Shipper's monthly receipts the Shipper's monthly deliveries (Northern owes Shipper), the Valuation is calculated by multiplying the monthly Volumetric by the "Due Shipper" Low Market Area, Low Field Area, or Average Coast MIP, as tiered for the Shipper's imbalance level.

(c) For Volumetric Imbalances created at Northern's request for operational reasons, the Dollar Valuation is calculated by multiplying the Average Market Area, Average Field Area, or Average Gulf Coast MIP by the Volumetric Imbalance for the applicable month.

GENERAL TERMS AND CONDITIONS

(ii) To the extent a Shipper has multiple Throughput Service Agreements with Northern, the monthly Volumetric Imbalance for all Service Agreement(s) held by a single legal entity shall be accumulated and netted together prior to applying the tiered MIP and calculating the monthly Dollar Valuation.

F. Resolution of Imbalances

Each month, subject to mutual agreement by Northern and Shipper on a not unduly discriminatory basis, Northern and Shipper shall eliminate any Imbalance by using any combination of the four (4) resolution mechanisms set forth below. Imbalances will be posted on the 9th Business Day of the month. Shippers will have until the 12th Business Day of the month to access Northern's website to elect which imbalance resolution mechanism(s) they will use and the volumes associated with each mechanism.

Any volumes not designated to be resolved using either trading (for which final notification is due to Northern by the 17th business day), imbalance-to-storage or in-kind resolution will automatically be cashed out. Any residual imbalance volume remaining after trading, imbalance-to-storage or in-kind resolution methods will also be automatically cashed-out as further explained herein.

(i) Monthly Imbalance Trading. Each month, Shipper will have the opportunity to trade monthly imbalances with other eligible Shippers. All imbalance trading activity shall be in accordance with Subsection L. outlined below.

(ii) Monthly Cash-out/in. Each month, Northern will either invoice the Shipper pursuant to Section 8 of these General Terms and Conditions or credit the Shipper the Dollar Valuation amount of the Shipper's monthly imbalance, determined in accordance with Subsection E. (i) above.

(iii) Monthly Imbalance-to-Storage. Effective April 1, 2005, a Shipper's monthly imbalance may be resolved as an injection to, or withdrawal from, the Shipper's deferred delivery account(s), or the deferred delivery account of another shipper, subject to capacity availability and the terms of the Shipper's deferred delivery account. If the Shipper is utilizing an account of another Shipper an executed agreement between the transfer parties must be provided to Northern identifying the transfer parties and the transfer quantity at the time of the election.

When Shipper elects the imbalance to storage mechanism, Shipper must identify the applicable transportation and storage contracts and storage point to be used for billing purposes. The ability to use the imbalance to storage mechanism is subject to the storage parameters of the Shipper's or the transfer party's applicable deferred delivery agreement(s) (either FDD or IDD), and transportation provisions thereunder. Shippers will be charged all applicable storage, transportation, and fuel charges. For Shippers and/or transfer party with unused monthly transportation entitlement, the firm commodity rate shall apply. To the extent there is not sufficient unused monthly transportation entitlement, the overrun rate shall apply. For Shippers with unused monthly storage injection or withdrawal entitlement, the firm injection or withdrawal rate shall apply. The transportation fee for underdeliveries (storage injections) will be the applicable out-of-balance transportation rate. Storage inventories will be adjusted for the imbalance volume on the 14th business day of the month. Any residual imbalance as a result of the shipper's storage agreement will be cashed out at the applicable weekly high/low price of the production month.

(iv) In-kind Resolution. Effective June 1, 2005, in-kind payback may be used to resolve monthly imbalances after trading, up to the greater of 3% of the shipper's monthly scheduled volumes, or 1,000 MMBtu. Volumes resolved using other methods will not count toward the 3% limitation. The in-kind payback volumes must be scheduled in the calendar month after receipt of notification of the final imbalance amount that may be resolved through this in-kind process. The Shipper may nominate any amount of in-kind payback volumes by day. Northern

will attempt to schedule the imbalance payback volumes as requested, subject to storage or transportation-related allocations. Any residual volume remaining at the end of the payback month will be cashed out at the high/low weekly price of the payback month.

Shippers will schedule in-kind payback volumes on the transportation agreement of their choice. The transportation and storage scheduling priorities for in-kind resolution will follow the priority of the agreement scheduled. If Northern is allocating its storage services, in-kind payback volumes will have the same scheduling priority as Rate Schedules IDD and FDD overrun.

GENERAL TERMS AND CONDITIONS

I. [Reserved For Future Use]

J. Imbalance Statements.

The imbalance statement shall be rendered prior to or with the monthly initial invoice. Rendered is defined as postmarked, time-stamped, or delivered to the designated site.

Upon termination of the Throughput Service Agreement, any imbalances shall be cashed out/in within thirty (30) days from the date of termination.

K. Imbalance Value Reconciliation

Northern will continue to record to the System Levelized Account on a monthly basis, the effects of imbalance resolution, separately recorded by Cash and Liability including value from tiering the MIP, and revenues and expense related to the sale or purchase of gas volumes.

Northern shall annually make a filing with the Commission to recalculate the rate impact of the Cash portion of the System Levelized Account, which is a rate base account, and, if the rate impact is greater than $0.0001, reflect such change in accordance with the SLA Settlement Rate Method in Article I of the Stipulation and Agreement filed in November of 2001 in Docket Nos. RP01-76-000, RP01-382-000, RP01-396-000, and RP01-404-000, except that any rate adjustment made after June 1, 2003, shall reflect 100% of the actual 13-month Average Cash Balance and shall not be subject to the Cap.

The rate adjustment will be effective as set forth above each June 1. Northern will file the rate adjustment annually on May 1.

In the event the System Levelized Account balance is zero or less than zero at the end of any annual period, then the annual reconciliation shall be an increase or decrease as set forth above.

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J. Imbalance Statements.

The Imbalance statements shall be made available to the Shipper on the 9th business day of each month.

Upon termination of the Throughput Service Agreement, any remaining imbalances shall be cashed out/in within thirty (30) days from the date of termination.

K. Imbalance Value Reconciliation

For the production period commencing January 1, 2005, Northern will record the effects of Storage Encroachment Price Risk (SPR) previously called the System Levelized Account (SLA) on a monthly basis. Such effect shall be separately recorded by Cash and Liability or Asset, including the value from tiering the MIP, and revenues and expenses related to the sale or purchase of gas volumes, including the costs and revenues of managing operational storage purchase and sales obligations through the use of derivative instruments. Regardless of any accounting rule or principle that may apply, the changes in fair value of derivative instruments, if used to manage the SPR, may be included in the cost of service for ratemaking purposes, subject to all parties' rights to challenge on any grounds other than such accounting principles.

L. Imbalance Trading. Imbalance trading activity shall follow the steps outlined below. All imbalance trading will be on a volumetric basis.

(i) Effective February 1, 2005, by the ninth (9th) business day of the month following the month the imbalance occurred, Northern will automatically post on its website Shipper's volumetric imbalances (netted by legal entity) by type of imbalance. Northern will also post customer-provided information regarding their desire to trade, the volumes and price at which they want to trade and any other comments.

(ii) A Shipper may negotiate with other Shippers, or Shipper's agent, to trade the existing imbalances. An agent is allowed to trade imbalances on behalf of more than one shipper at the same time. Imbalances can be traded as long as they affect the same operational impact area, either "Market Area," "Field Area" or "Gulf Coast," consistent with the definition of the "Market Area," "Field Area" and Gulf Coast," as set forth in Section 32 C. above. There is no requirement that imbalances for trading must be incurred on the same day.

(iii) All Shippers will have until the close of the 17th business day of the month following the month the imbalance occurred to complete volumetric imbalance trading elected in (i) above.

(iv) Shippers must notify Northern at or prior to the close of the 17th business day via fax or e-mail of the volumes traded and the trading partners (all Shippers in the trade must notify Northern of the intent and the amount traded).

(v) Imbalance trades will be executed at no additional cost to the Shipper.

(vi) After the close of the 17th business day of the month following the month the imbalance occurred, Northern will calculate Shipper's final imbalance for the prior month's gas flow. Any residual imbalances net of trading and not resolved by other methods in accordance with the terms of this tariff will be cashed-in/out at the weekly high/low price for the production month.

(vii) Any discrepancies between trading Shippers' imbalance trade notifications to Northern will result in the trade not being confirmed and the volume remaining as an imbalance to both Shippers, which will be subject to resolution using cash-in/out. However, an initiating Shipper may cure any defect in its imbalance trade notification so long as the Shipper does so prior to the receipt of the trade confirmation. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming

trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Northern.

(viii) Trade Groups.

Effective June, 1, 2005 Shippers may form a trading group (Trade Group) to resolve imbalances. Trading groups must be composed of Shippers having like imbalances, i.e. Market Area imbalances, Field Area imbalances or Gulf Coast Area imbalances. Each Shipper must have executed an agreement with the other members of the Trade Group demonstrating their consent to trade imbalances. The minimum term of the trading agreement is a minimum of one year.

A Trade Group election form will be posted on the website to notify Northern of the Trade Group participants. Such notification must be received by June 1, 2005 for the June production month or by the first of the month for any production month thereafter.

Northern will continue to create imbalance statements for the individual trading parties in the currently accepted format and pursuant to the existing pricing provisions in the tariff by the 9th business day following the production month. Northern will administer the trading among the parties so that a net imbalance is created for the entire Trade Group each month.

The net imbalance will be priced at the applicable high/low weekly pricing with tiering and at the average weekly MIP. The amount by which the high/low weekly pricing with tiering exceeds the amount calculated using the average weekly MIP is the amount to be allocated to the individual Trade Group members. The allocation to each member will be based on each member's amount that would have been different from the average MIP with tiering had it been cashed-out individually. By the 12th business day following production month, Northern will provide an imbalance statement showing the cash-out amount for each individual party in the trading group at the average MIP less the allocated high/low amount. The net cashout amount will be settled by the 17th business day, with payment either made or received by Northern.

A shipper participating in a Trade Group cannot use the other imbalance resolution options provided in Northern's tariff.

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33. REALLOCATION:

No reallocations to the volumes received, transported or delivered by Northern shall be made unless the affected Shippers under the Throughput Service Agreements, the operator or its designee and Northern agree in writing to the reallocation within three (3) months from written notice from Northern of a proposed reallocation. The parties shall negotiate in good faith to reach such an agreement. Northern must receive written notice of a proposed reallocation within six (6) months of the initial month end allocation or no reallocations will be made.

This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision.

34. UNAUTHORIZED GAS:

"Unauthorized Gas" shall mean any volumes delivered to Northern from any receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern. Shipper may claim the unauthorized gas, provided that claim therefor shall have been made within six (6) months from the date such unauthorized gas entered Northern's system.

Any revenues received for Unauthorized Gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

When the gas is claimed by a Shipper to whom such gas is to be delivered, the Unauthorized Gas shall become an imbalance on an existing TF, TFX, VFT, LFT or TI Service Agreement. Shipper shall be charged the Daily Delvery Variance Charge on all unauthorized quantities without application of the tolerance level and the out-of-balance transportation rate for redelivery.

To claim Unauthorized Gas, the owner must submit written notice to Northern with verification of ownership.

Northern will maintain a log for review by the public showing the imbalance volume, dollar value and Shipper. Such log will be copied and mailed to anyone willing to pay copying and postage fees.

35. ANNUAL RATE ADJUSTMENT TO REFLECT
GAS RESEARCH INSTITUTE CHARGES (GRI)

Purpose. Northern has joined with other gas enterprises in the formation of, the participation in the activities of, and the financing of the Gas Research Institute ("G.R.I."), an Illinois not-for-profit corporation. G.R.I. has been organized for the purpose of sponsoring Research, Development and Demonstration ("RD&D") programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

Voluntary Contribution Mechanism. Shippers may voluntarily choose to contribute to GRI programs through a "check-the-box" mechanism on Shipper invoices. The "check-the-box" mechanism will permit shippers to specify the level of contribution and the project(s) or project area(s) to be funded at the time of the Shipper's contribution payment. Northern shall serve as voluntary collection agent for such collections and amounts collected pursuant to the "check-the-box" mechanism will not be considered part of pipeline rates.

Remittance to G.R.I. Northern shall remit to G.R.I., not later than fifteen (15) days after the receipt thereof, all dollars received by virtue of the Voluntary Contribution Mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the dollars received hereunder. Northern shall indicate to the GRI the amounts applicable to specific project(s) and project area(s), if so indicated by Shipper(s).

36. ANNUAL RATE ADJUSTMENT TO RECOVER FEDERAL ENERGY REGULATORY COMMISSION EXPENSES (ACA)

Purpose. This Section 36 describes the procedures by which Northern may revise its throughput rates annually pursuant to the provisions of 18 CFR 154.38(d)(6) of the Commission's Regulations to recover the annual charges assessed Northern by the Commission pursuant to Part 382 of its Regulations. Northern intends to recover these costs under these tariff provisions and not in a NGA Section 4 rate case.

Basis for the ACA Unit Charge. The Rate Schedules as set forth on the applicable Rate Sheets shall include an increment for the Annual

GENERAL TERMS AND CONDITIONS

Charge Adjustment ("A.C.A."). Such A.C.A. increment or unit charge shall be identical to that determined by the FERC and assessed against Northern. Such charge will be revised if and to the extent the assessment against Northern is revised.

Filing Procedure. Northern shall file the revised A.C.A. unit charge at least thirty (30) days prior to the effective date (which FERC Order No. 472 indicates will normally be October 1) and effectuate such rate adjustment unless, for good cause shown, a different effective date is allowed by valid Commission Order.

37. CHANGE IN MDQ

The MDQ shall be specified in the Throughput Service Agreement. Shipper may increase the MDQ (or the Total Aggregate MDQ if under a TF Agreement) under the Throughput Service Agreement only if Shipper is allocated receipt and delivery point capacity.

38. PRESSURE

Shipper shall deliver gas or cause gas to be delivered to Northern for transportation service on its transmission facilities at the Point(s) of Receipt at a pressure sufficient to allow the gas to enter Northern's transmission facilities as such pressure shall vary from time to time not to exceed the maximum allowable operating pressure. Northern shall have no obligation to provide compression or otherwise change its normal pipeline operations to enable Shipper to effectuate said deliveries to its transmission facilities. At each Point of Receipt and Point of Delivery, Shipper shall provide, or cause to be provided, equipment acceptable to Northern which will prevent over pressuring of Northern's pipeline. Unless otherwise mutually agreed to, delivery of natural gas transported by Northern to Shipper on Northern's transmission facilities shall be at such varying pressures as may exist under operating conditions in the pipeline of Northern at the delivery point(s) between Northern and Shipper and shall not be less than 50 pounds per square inch gauge pressure so far as practicable. The Shipper shall install, operate and maintain, at its own expense, such pressure-regulating devices as may be necessary to regulate the pressure of gas after delivery to Shipper.

Northern shall have no obligation, beyond the normal range of operation associated with its certificated or contractual delivery obligations, to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery.

39. FARM TAPS

To the extent Northern is transporting gas for a Shipper for delivery to farm taps (small volume sales measuring station taps or Right-of-Way Grantor taps), for administrative and billing purposes, Northern may aggregate such taps and shall deem volumes delivered for transportation to the applicable MID.

40. DELIVERY AND RECEIPT POINTS

Point(s) of Delivery. The Point(s) of Delivery for all gas transported under a Throughput Rate Schedule shall be at a mutually agreeable interconnection between Northern's facilities and the facilities of Shipper or Shipper's designee, and shall be specified on Appendix A to the Throughput Service Agreement.

Point(s) of Receipt. The Point(s) of Receipt for all gas transported under a Throughput Rate Schedule shall be at a mutually agreeable interconnection between Northern's facilities and the facilities of Shipper or Shipper's designee, and shall be referred to as Primary Receipt Point(s) or Alternate Receipt Points for firm throughput agreements.

GENERAL TERMS AND CONDITIONS

41. ESTIMATED FLOW

Upon request of Northern, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

GENERAL TERMS AND CONDITIONS

42. HARDSHIP REDUCTIONS

In conjunction with other reduction rights permitted under the terms of this Tariff, TF purchasers (TF or TFX) shall be entitled to reduce their level of firm entitlements for relief from hardship under the following terms:

a) In the event 1) that a firm industrial customer, including firm crop and grain drying customers of a TF Shipper that is being served with gas exclusively transported and delivered to TF Shipper by Northern on a firm basis, ceases receiving transported gas through TF Shipper and commences receiving gas directly from Northern, or from a party other than Northern where Northern sells the gas to or transports and delivers the gas to such other party for redelivery to such firm industrial customer on a firm basis, or 2) in the event the operations of the firm industrial customer are discontinued, then TF Shipper may reduce the Firm Entitlement of the Service Agreements, but only up to the amount of the contract quantity purchased by the firm industrial customer, provided that the TF Shipper and the firm industrial customer (if different from the TF Shipper) is not physically connected with, or is not being served and has not been served by, another pipeline, and provided further that the total annual reduction quantity under this or any other provision of this Tariff shall be limited on an annual basis to the greater of this hardship reduction or ten percent (10%) of the total aggregate MDQ of the TF Shipper's TF agreement.

The term "discontinued" as used in this section refers to the termination of operations of a firm industrial customer and the cessation of gas consuming operations by the firm industrial customer that is not a seasonal or temporary cessation. The determination of cessation of gas consuming operations shall be made based on verifiable information made available by the TF or TFX Shipper at the time of the hardship request.

GENERAL TERMS AND CONDITIONS

b) Such reduction is conditioned on Northern's reasonable verification that the firm industrial customer was and is being served exclusively by Northern on a firm basis. A hardship request may be submitted at any time prior to or after the actual loss of load provided the date on which the load was lost is specified.

A TF Shipper which is eligible for hardship relief shall submit to Northern an affidavit identifying the lost load(s), the date on which such load was lost, and the firm entitlement level associated with such lost load. The TF Shipper shall specify the level of service within each TF tier which should be reduced a result of the loss.

Northern shall reduce the level of service within each TF tier as specified by the TF Shipper to the first of the month following the date on which the load was lost if the hardship request was filed within thirty (30) days of such loss; otherwise, to the first of the month following the date on which its hardship request was actually filed.

c) To the extent that the firm industrial customer does not exclusively purchase or transport all volume from Northern, Northern will provide hardship relief on a prorata basis to its portion of all the TF Shippers firm requirements if the TF Shipper receives commensurate relief from all other pipelines. However, if Northern bypasses directly to a firm enduser of a TF Shipper, Northern will provide hardship relief equal to the firm quantity associated with such bypass.

d) Paragraphs a and b will also apply to a firm direct customer of Northern.

e) Pregranted abandonment authorization shall be in effect for reductions made pursuant to this Section 42.

Effective Date: 05/10/1996 Status: Effective
FERC Docket: RP96-207-000

First Revised Sheet No. 279 First Revised Sheet No. 279 : Effective
Superseding: Original Sheet No. 279

Sheet No. 279 is
Reserved for Future Use

Sheet No. 280 is
Reserved for Future Use

GENERAL TERMS AND CONDITIONS

44. QUALITY

All gas to be received from Shipper into the Northern pipeline system shall conform to the following specifications:

a) The gas shall be commercially free from objectionable odors, solid matter, dust, gums and gum-forming constituents, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators, or other appliances through which it flows.

b) Oxygen - less than or equal to 0.02% by volume.

c) Hydrogen sulfide - less than or equal to 1/4 grain/Ccf.

d) Total Sulphur - less than or equal to 20 grains/Ccf.

e) Carbon Dioxide - less than or equal to 1.0% by volume.

f) Water - less than or equal to 6 pounds/MMcf.

g) Heating Value - greater than or equal to 950 Btu/Cubic Foot.

h) The temperature shall be less than or equal to 120 degrees Fahrenheit.

If any gas received by Northern shall fail at any time to conform to the specifications set forth above, Northern may refuse to accept delivery pending correction by the other party. Northern may, on a basis that is not unduly discriminatory, elect to accept gas which fails to meet specifications.

PROCESSING

A Shipper on Northern's system shall have the option to: 1) receive a credit from Northern for liquid revenues, or 2) enter into a separate processing arrangement with a plant operator, pursuant to the provisions set forth in this Tariff.

Northern shall have the unconditional right to commingle gas received from any Shipper or source for transportation under this Tariff with gas received from other Shippers or sources. Northern's obligation under this Tariff shall be to deliver thermally equivalent volumes, less fuel, from the points of receipt to the points of delivery under the terms and conditions of the applicable Rate Schedules of this Tariff, and each party tendering gas to Northern shall recognize that gas delivered by Northern has been commingled from various sources and will not be the same molecules, or contain the identical constituents, as the gas received by Northern. No party tendering gas to Northern shall have the right to any particular constituent in the gas tendered, including but not limited to, liquids and liquefiable hydrocarbons while such constituents are entrained in the gas stream. However, in the event a Shipper or its designee elects to retain the right to process gas tendered to Northern, a Shipper or its designee which has contracted with any processing plant will be entitled to an agreed-upon share of plant products, revenue or other consideration, as the case may be, attributable to gas processed at a processing plant in accordance with the allocation methodology agreed to under subparagraph (a) or a Shipper or another party which has not contracted with any processing plant will be entitled to a share of the liquids revenues in accordance with the allocation methodology under subparagraph (b). Any Shipper may elect to retain the right or elect to appoint to its designee as the party with the right to process gas tendered to Northern for the removal of liquids and liquefiable hydrocarbons under the options set forth below. For the purposes of this Section, Shipper's designee may be any party designated by Shipper to Northern by written notice, (including but not limited to a working interest owner in a well from which Shipper purchases gas, a marketer, broker, or the operator of a gas processing plant) and such designee need not be a designee under Shipper's Service Agreement for any purpose such as nomination, scheduling, billing or payment.

Shipper or its designee must notify Northern in conjunction with the beginning of the month nomination for throughput of its election to retain the right to process gas tendered to Northern and the portion of the throughput quantity for which the election pertains. Such election shall remain in place for that calendar month and each month thereafter until a subsequent beginning of the month nomination has been made to modify or terminate. Upon such effective date, the election shall apply to gas which has been nominated to flow on Northern's system and is processed at a processing plant. Furthermore, Northern will not allow any person including another Shipper to divert gas offsystem if Northern or a Shipper which has the right to process the plant products has designated such gas for processing to a processing plant. However a Shipper, which has not elected in accordance herewith the right to process at a processing plant shall not be precluded from nominating volumes for transportation to a delivery point which is downstream of the physical point of receipt on Northern's system. In no event, however, is Northern required to allow processing by displacement. Shipper's election to process shall not result in throughput fuel and unaccounted for charges exceeding the charges which would have been incurred if the election to process had not been made.

Northern shall have the right to rely on the information provided by Shipper as to its processing rights absent information to the contrary. Shipper shall indemnify and hold Northern harmless from any claims by any party resulting from Northern's reliance on Shipper's information.

Where applicable, a party may select one of the following options:

(a) Processing Plants (Shippers with Processing Agreements). A Shipper or its designee which retains the right to process and tenders gas to Northern for transportation and processing through a processing plant shall be responsible for PVR and throughput charges associated with the processing of such gas.

The Shipper or its designee may directly contract with the processing plant for the processing of gas nominated and delivered to the inlet of the processing plant by Northern for the account of Shipper or its designee. In such event, the Shipper or its designee and the processing plant shall mutually agree to an allocation methodology for determining the plant products attributable to the gas for which Shipper or its designee has elected to retain the right to process under the separate contractual arrangement between the Shipper or its designee and the processing plant and for determining the plant products attributable to gas for which Northern retains the right to process.

(b) Processing Plants (Shippers without Processing Agreements - Strangers' Gas). To the extent no party has elected to retain the right to process gas it tendered to Northern, or a party elects to retain the right to process but has no agreement for processing at a processing plant, Northern may have such gas (strangers' gas) processed by a processing plant for the purpose of removing any plant products. In such event, Northern will credit revenues it receives from products that are extracted from the Shippers' gas by any processing plant with whom Northern has an arrangement for such extraction.

Northern shall place all such revenues in a processing account and shall distribute the revenues as follows: First, if prior to the beginning of each month, a party notifies Northern that it is claiming the right to process the volumes to be transported pursuant to a throughput service agreement that actually flow through the processing plant but for which the party does not have a processing arrangement with the processing plant, Northern will allocate the revenue received from the processing plant first to all notifying parties on a pro rata GPM basis. The notification will be made to Northern via the nomination process and will include an affidavit.

Second, the remainder of the revenues, after the revenues are allocated to the parties pursuant to the above paragraph, will be credited to the Field Area transportation commodity rates. Northern will file to reduce the Field Area transportation commodity rate for any accumulated revenues received from processing related to Strangers' gas when the annual total would result in the reduction of the currently effective Field Area commodity rates.

Prior to any allocation of revenue received from the processing plant, Northern will be reimbursed from such revenue each month an amount to cover the increased administrative costs associated with the allocation of the revenues.

In the event Northern is held liable for any revenues which have been allocated and distributed to any party in addition to any other remedy it may have, Northern shall have the right to reduce the amount of revenues to be distributed pursuant to the Field Area transportation commodity rate crediting methodology set forth above for future months by the amount paid by Northern for such liability including attorneys' fee and court costs.

Under each option set forth in (a) and (b) above, upon Northern's request, Shipper or its designee shall provide to Northern the GPM content of the gas tendered to Northern by Shipper or its designee at the Points of Receipt under Shipper's Service Agreement or information which Northern deems sufficient to calculate the theoretical GPM content of such gas for allocation purposes. Northern shall have the right to use reasonable means to ensure the accuracy of the information provided by Shipper or its designee. Also, under the option set forth in (a) above, Shipper or its designee may elect to replace PVR at the tailgate of the processing plants through Btu replacement or elect to nominate gas under Shipper's Service Agreement from Receipt Points to the inlet of the processing plant and separately nominate residue gas from the tailgate of the processing plant to the Delivery Points. Interruptible Throughput Agreements which provide for the transportation of PVR replacement quantities shall be accorded the same interruptible nomination and scheduling priority as the underlying interruptible throughput agreement associated with the volumes to be processed. However, if the PVR was transported to the plant via a firm throughput agreement then the PVR replacement volume to be transported pursuant to an interruptible agreement will be scheduled after all firm volumes but prior to other interruptible volumes. In the event Shipper or its designee elects to replace PVR through Btu replacement, Shipper or its designee shall be responsible for any charges on Northern's system incurred to transport the replacement volumes to the tailgate of the processing plant. Also, upon Northern's request, Shipper or its designee shall cause the processing plant, whether or not Shipper or its designee elects to replace Btu's, to provide Northern with the Mcf and Btu content of the residue gas attributable to the processing of Shipper's gas. After processing, all residue gas, and any Btu replacement gas tendered to Northern at the tailgate of a processing plant, must conform to the quality specifications of this Section 44 of the GENERAL TERMS AND CONDITIONS.

45. WARRANTY

In the event Northern does not have title to the gas being transported, Shipper warrants that Shipper at the time of delivery of gas to Northern will have good title to all such gas pursuant to contractual arrangements entered into prior to commencement of service, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever; provided, however, that pursuant to Section 44, of these General Terms and Conditions, Shipper or its designee may elect to retain the right to process such gas for the removal of liquids and liquifiable hydrocarbons, but in such instances Shipper warrants that it or its designee has good right to do so pursuant to contractual arrangements entered into prior to commencement of service. Shipper will indemnify Northern and save it harmless from all suits, actions, debts, liabilities, accounts, damages, costs, losses, and expenses (including attorneys' fees and court costs) arising out of the adverse claim of any person or persons claiming ownership of any interest in the gas or for any taxes, licenses, royalties, fees, or charges which are applicable prior to the time of delivery of such gas to Northern. In the event any adverse claim of any character whatsoever is asserted with respect to any of said gas, Northern shall have the right to suspend service under the Service Agreement until such time as Shipper's title or right to deliver is free from question.

46. CREDIT WORTHINESS

Prior to execution of a Service Agreement, providing for service under any Rate Schedule, a Shipper or a prospective shipper (hereinafter in this section jointly referred to as "Shipper") shall be required to establish creditworthiness with Northern. Northern shall not be required to: (i) execute a Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Northern's standards for creditworthiness; or (ii) initiate service to a Shipper who fails to meet Northern's standards for creditworthiness; or (iii) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at Northern's request, fails within a reasonable period to demonstrate creditworthiness.

For purposes herein, the determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper and Shipper's estimated financial strength as defined by a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Rating Group (Standard & Poor's), a rating of at least "Baa3" by Moody's Investors Service, Inc. (Moody's), or for Canadian Shippers not rated by Standard & Poor's or Moody's, a rating of at least "BBB(low)" by Dominion Bond Rating Service (Dominion) or a rating of at least "B++(low)" by Canadian Bond Rating Service (CBRS) (or their successors). To the extent Shipper is rated by multiple agencies, the lower rating applies. If Shipper is not rated by Standard & Poor's, Moody's, Dominion or CBRS, a determination of a Shipper's creditworthiness shall be based upon (i) the credit rating assigned to the Shipper's parent company (if the parent company is creditworthy it must provide a written guarantee in a form satisfactory to Northern), or (ii) a credit rating, as evaluated by Northern, based upon the level of service requested by Shipper and financial analysis criteria and ratios which are generally acceptable in the natural gas industry. If Northern determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, Dominion or CBRS, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and Northern, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural gas industry. In addition, to establish creditworthiness Shipper must: (i) confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors'

GENERAL TERMS AND CONDITIONS

45. WARRANTY

In the event Northern does not have title to the gas being transported, Shipper warrants that Shipper at the time of delivery of gas to Northern will have good title to all such gas pursuant to contractual arrangements entered into prior to commencement of service, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever; provided, however, that pursuant to Section 44, of these General Terms and Conditions, Shipper or its designee may elect to retain the right to process such gas for the removal of liquids and liquifiable hydrocarbons, but in such instances Shipper warrants that it or its designee has good right to do so pursuant to contractual arrangements entered into prior to commencement of service. Shipper will indemnify Northern and save it harmless from all suits, actions, debts, liabilities, accounts, damages, costs, losses, and expenses (including attorneys' fees and court costs) arising out of the adverse claim of any person or persons claiming ownership of any interest in the gas or for any taxes, licenses, royalties, fees, or charges which are applicable prior to the time of delivery of such gas to Northern. In the event any adverse claim of any character whatsoever is asserted with respect to any of said gas, Northern shall have the right to suspend service under the Service Agreement until such time as Shipper's title or right to deliver is free from question.

46. CREDIT WORTHINESS

Prior to execution of a Service Agreement, providing for service under any Rate Schedule, a Shipper or a prospective shipper (hereinafter in this section jointly referred to as "Shipper") shall be required to establish creditworthiness with Northern. Northern shall not be required to: (i) execute a Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Northern's standards for creditworthiness; or (ii) initiate service to a Shipper who fails to meet Northern's standards for creditworthiness; or (iii) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at Northern's request, fails within a reasonable period to demonstrate creditworthiness.

For purposes herein, the determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper and Shipper's estimated financial strength as defined by a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Rating Group (Standard & Poor's), a rating of at least "Baa3" by Moody's Investors Service, Inc. (Moody's), a rating of at least "BBB-" by Fitch Ratings (Fitch) (collectively "Minimum Rating"), and if Shipper is at the Minimum Rating, the Shipper's Short-Term and Long-Term Outlook or Credit Watch must be Stable or Positive from Standard & Poor's, Moody's and Fitch; or for Canadian Shippers not rated by Standard & Poor's, Fitch, or Moody's, a rating of at least "BBB(low)" by Dominion Bond Rating Service (Dominion) and the Canadian Shipper's Short-Term and Long-Term Outlook or Credit Watch is Stable or Positive from Dominion. To the extent Shipper is rated by multiple agencies, the lower rating applies. If Shipper is not rated by Standard & Poor's, Moody's, Fitch, or Dominion, a determination of a Shipper's creditworthiness shall be based upon (at the Shipper's election) (i) the credit rating assigned to the Shipper's parent company (if the parent company is creditworthy it must provide a written guarantee in a form satisfactory to Northern), or (ii) a credit rating, as evaluated by Northern, based upon the level of service requested by Shipper and financial analysis criteria and ratios which are generally acceptable in the natural

gas industry. If Northern determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, Fitch, or Dominion, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and Northern, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural gas industry. In addition, to establish creditworthiness Shipper must confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Northern's creditworthiness provisions shall not supersede applicable bankruptcy laws. Northern will provide Shipper written notice of the reasons it has been deemed non-creditworthy at the same time that Northern provides the notification to Shipper that it has been deemed non-creditworthy.

If a Shipper otherwise fails to establish or maintain creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of:

(a) any Firm Service Agreement:

(i) a written guarantee in a form satisfactory to Northern from a third party which is creditworthy as determined above;

(ii) an irrevocable standby letter of credit from a financial institution acceptable to Northern in an amount not to exceed a rolling 3 months (or, at Shipper's option, the highest 3 months) of reservation charges under the contract plus an amount equal to the highest monthly imbalance volume owed by shipper during the previous 12 months, valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period;

(iii) cash in the amount not to exceed a rolling 3 months (or, at Shipper's option, the highest 3 months) of reservation charges under the contract plus an amount equal to the highest monthly imbalance volume owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period; or

(iv) other security acceptable to Northern.

In the event Northern constructs new lateral facilities to accommodate a Shipper, Northern may require additional Security in an amount up to the Shipper's proportionate share in the cost of the facilities. In the event a Shipper defaults and its service is terminated, Northern shall mitigate damages from the default and reduce the Security retained from the defaulting Shipper through methods such as netting the difference between the highest net present value of any replacement contract entered into for the terminated capacity and the net present value of the remaining term of the defaulting Shipper's contract at the time of the default; or

(b) any Interruptible Service Agreement:

(i) a written guarantee in a form satisfactory to Northern from a third party which is creditworthy as determined above;

(ii) an irrevocable standby letter of credit from a financial institution acceptable to Northern in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery rate schedules, plus an amount equal to the highest monthly volume of imbalance owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period;

(iii) cash in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery rate schedules, plus an amount equal to the highest monthly volume of imbalance owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period; or

(iv) other security acceptable to Northern.

Security, as set forth in (a) and (b) above, is hereinafter referred to as "Security."

For purposes of cash Security under either (a) (iii) or (b) (iii) above, Shipper may designate an interest-bearing escrow account to be established and owned by Northern. Shipper shall be entitled to receive the interest on the cash Security held in the account.

For purposes of "Security" under this Section 46, the value of gas shall be based on an amount up to the highest of 1) the basis adjusted NYMEX futures price or the posted Midpoint Price for "Northern, demarc" as published in the Daily Price Survey of the "Gas Daily," whichever is applicable for the withdrawal period, 2) the average monthly basis adjusted NYMEX futures price during the next 12 calendar month period, or 3) the basis adjusted NYMEX futures price for the period of injection. In addition, the value of gas that may be included in Security shall be limited to: (i) the outstanding value of any gas loaned to a Shipper, and/or (ii) the value of the gas to be loaned for the upcoming month. This means that the Shipper shall provide such Security to Northern for the value of gas that has already been loaned and/or one month's value of storage gas to be loaned.

If the value of either imbalance gas or storage gas loaned to Shipper decreases after Security has been provided, Shipper may agree that Northern may continue to hold such Security. Additionally, security levels shall not be revised more than weekly

To permit Northern to conduct a creditworthiness review, a Shipper shall, upon request by Northern, render to Northern: (i) a completed credit application, and (ii) complete financial statements prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent principles. Upon requesting transportation service, Northern may require a Shipper to submit a completed credit

application unless it has previously submitted such to Northern within the last twelve (12) months. If a Shipper elects to provide an irrevocable standby letter of credit or cash Security, the completed credit application and financial statement requirement is waived by Northern.

Northern shall have the right to review a Shipper's creditworthiness on an ongoing basis and Shipper shall provide, upon Northern's request, updated financial statements periodically in order to determine the continuing creditworthiness of a Shipper. Shipper shall have at least 3 business days to respond to Northern's request for financial statements. Upon review of the Shipper's financial statements, Northern shall determine if the Shipper is creditworthy. If the Shipper is determined to be non-creditworthy, Northern may require Security as set forth herein. Shipper shall have at least 5 business days from Northern's written request to pay Northern for one month of service in advance. Shipper shall have at least 30 days to provide the next three (3) months of Security to continue service. If the Shipper fails to provide the required Security within these time periods, Northern may suspend service immediately. In addition, Northern will provide at least 30 days written notice to Shipper and the Commission that it will terminate service if the Shipper fails to provide the required Security.

Provided, however, Northern may limit a non-creditworthy Shipper's activity that would create or increase Northern's credit exposure to Shipper related to storage gas loans. Upon Shipper's providing financial assurance in a form acceptable to Northern in an amount equal to the outstanding value of any storage gas loaned to the Shipper and the value of any storage gas to be loaned, the Shipper may create or increase a storage loaned gas balance, up to the dollar value provided. The requirements set forth in the paragraph above shall continue to apply to suspensions and terminations of all service.

Shipper shall have the right to request that its credit status be reevaluated by Northern at any time. If the Security requirements are terminated and the Shipper previously had provided Northern cash Security, the Shipper may elect to have the security returned.

Northern may determine that a Shipper is no longer creditworthy if, in the reasonable opinion of Northern, a Shipper (or its guarantor) suffers a material adverse change (i.e., default on indebtedness, restatement of financials, non-payment) in its financial condition such that Shipper's ability to perform its obligations to Northern is materially impaired. If Shipper is no longer creditworthy, Northern may require financial statements and, when applicable, Security as set forth herein. Shipper shall have the right to demonstrate that the material adverse change has been remedied and request that Northern reevaluate the Shipper's creditworthiness to determine whether the Security requirements can be terminated.

If Shipper is unable to maintain creditworthiness and has not provided Security, any executed service agreement(s) may be terminated or suspended as set forth herein. Shipper is not responsible for reservation charges while service is suspended. If Shipper has defaulted under an agreement then, after providing 5 days written notice to Shipper to cure such default and Shipper's failure to cure such default, Northern shall net and/or setoff, as allowed by law, all positions (transportation, storage, imbalances, SBA, rate refunds, etc.) prior to settling outstanding account balances with the Shipper. For purposes of netting and/or setoff of obligations, gas balances shall first be dollar-valued based on the posted Midpoint Price for "Northern demarc" as published in "Gas Daily" for the most recent date available at the time the setoff occurs. Further, gas volumes loaned by Northern to Shipper and gas volumes held by Northern on behalf of the Shipper shall be considered mutual debts owed. Northern shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its system.

Northern will also consider a Small Customer's past payment record with Northern. Specifically, if a Small Customer is current with its payments to Northern, and has not been delinquent in paying its bills to Northern over the past twelve months (with good faith billing disputes excepted), the Small Customer shall be deemed to have met the creditworthiness standard with respect to new or existing transportation and storage contracts with Northern. For other Shippers, Northern shall consider such Shipper's past payment history as one of the factors in determining such Shipper's creditworthiness.

GENERAL TERMS AND CONDITIONS

47. CAPACITY RELEASE

A. Release Options. Any eligible Shipper, excluding certificated 7(c) and GS-T Shippers, may release firm throughput or FDD capacity under one of the following options, as applicable:

(i) Level I. Permanent Release of Firm Capacity. Capacity will be permanently released for the remaining term of the contract. All contract terms and points remain the same.

(ii) Level II. Temporary Release of Firm Capacity With No Recall.

(iii) Level III. Temporary Release of Firm Capacity with Recall. The released capacity is subject to recall based on limitations as stated in the Term Sheet by each Releasing Shipper. The nomination procedure must be adhered to.

(iv) Levels II and III.

(a) Releases for 31 days or less, releases of capacity for more than one year at the maximum tariff rates, releases to an asset manager (AMA), as defined by FERC regulations at 18 C.F.R. 284.8, or releases to a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8, are exempt from the advance posting and bidding requirements. However, the releasing shipper must provide the terms of such releases to Northern for informational posting purposes at the time of the release.

(b) No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the advance posting and bidding requirements set forth in this Section 47. Such releases must take effect within one year of the date that the pipeline is notified of the release.

(c) With the exception of releases to an AMA or to a participant in a state-required retail access program, releases for 31 days or less are not eligible for: (1) Extension or rollover without first complying with the advance posting and bidding requirements, or, (2) Re-release without posting to the same shipper until twenty-eight (28) days after the first release period has concluded.

The rate charged for a release for more than one year may not exceed the applicable maximum rate.

A Shipper with firm capacity in the Market Area may release its firm capacity only in the Market Area, subject to the availability of capacity in the Market Area. A Shipper with firm capacity in the Field Area may release its firm capacity only in the Field Area, subject to availability of capacity in the Field Area. Segmental releases may be requested. System Management Service (SMS) may be released along with the release of the corresponding throughput capacity.

Offers to release and bids, including pre-arranged releases, shall be posted upon receipt. A releasing shipper may request a later posting time for posting of such offer, and Northern will support such request insofar as it comports with the standard time line in Section 47.D. The acquiring shipper under a pre-arranged release must initiate confirmation of the release electronically.

B. Offers to Release. A Shipper desiring to release firm capacity, must post on Northern's website an offer to release capacity on a Term Sheet no more than twelve (12) months prior to the proposed date of the release unless the prearranged release is negotiated with a project-financed facility to facilitate its financing. An open bidding process will take place. The open bidding will take place for a period of time as specified in Section 47.D. Offers to release firm capacity and bids for released capacity must be complete before being posted.

A Term Sheet is valid only if completed in its entirety, as detailed below. The Term Sheet must include the quantity, term, minimum price, recall provisions, best offer standards, the details of any hourly take restrictions and any other applicable terms. Any best offer standard designated by the releasing Shipper must be objective, non-discriminatory and applicable to all potential acquiring Shippers. Releasing Shippers have the right to allow contingent bids, provided the provisions for such contingent bid(s) are provided in the Term Sheet.

GENERAL TERMS AND CONDITIONS

Rates specified by the releasing Shipper must include the reservation fee and all demand surcharges, as a total number or as stated separately. Releasing Shipper may specify dollars and cents or percentages of the maximum tariff rate in the denomination of bids. If SMS is being released, it must be so stated in the Term Sheet. A Shipper releasing capacity temporarily must also state in the Term Sheet if the acquiring Shipper will be permitted to amend the primary receipt and/or delivery points. All requested releases will be validated by Northern prior to execution of the agreement. Northern will post capacity wanted notices on the website for prospective Shippers.

C. Revocation of Offer to Release. Offers to release firm capacity shall be binding until written or electronic notice of withdrawal is received by Northern. The releasing Shipper may not revoke its posted release after the bid period ends. The releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

D. Open Season. After posting of the offer to release on the website, there will be an open season during which Northern will receive open bids for the released capacity. Bids will be posted as provided in Section E. below. The open bid must state whether the bidder is affiliated with the releasing Shipper. Offers will be posted for the following time periods:

A Shipper desiring to release firm capacity for one year or less, including pre-arranged releases, must post on Northern's website an offer to release capacity no later than 12:00 p.m. (CCT) on a Business Day. A Shipper desiring to release firm capacity for more than one year, including pre-arranged releases at less than maximum rates, must post on Northern's website an offer to release capacity no later than 12:00 p.m. (CCT) four Business Days before the award. For purposes of this Section 47, a Business Day is defined as the hours Northern has its business offices open between 8:00 a.m. one day and 8:00 a.m. the next day. The posting of a pre-arranged deal that is not subject to bid must be made by 10:30 a.m. (CCT) for the Timely cycle; 5:00 p.m. (CCT) for the Evening Cycle; 9:00 a.m. (CCT) for the Intraday 1 cycle; and 4:00 p.m. for the Intraday 2 cycle. Northern will accept and process uploads of capacity release offers from releasing shipper(s) (or its authorized third party service provider), provided the offer is received by Northern at its designated site no later than 15 minutes prior to the respective deadline specified above. Such received offer, if determined to be valid, should be posted as an Offer and should be available for bidding by the posted-by deadline and start of bidding time specified (for the received Business Day) as set forth above or the Releasing Shipper's specified Business Day (if later than the received Business Day).

After posting of the offer, there will be an open season during which Northern will receive open bids for the released capacity. For biddable releases that are one year or less in duration, the open season will end no later than 1:00 p.m. (CCT) on a Business Day. For biddable releases that are more than one year in duration, the open season will end no later than 1:00 p.m. (CCT) on the Business Day before timely nominations are due (open season is three Business Days). Northern will accept and process uploads of capacity release bids from potential acquiring shipper(s) (or its authorized third party service provider), provided the bid is time-stamped as leaving control of the bidder no later than the respective deadline set forth above and is received by Northern at its designated site no later than 15 minutes after such deadline. Such timely bid, if determined to be valid, should be evaluated by Northern for the purpose of identifying the winning bidder associated with the Offer upon which the bid was made.

There will be no extensions of the original bid period or the pre-arranged deal match period.

Northern must preapprove acquiring Shipper's creditworthiness.

GENERAL TERMS AND CONDITIONS

E. Bids. During the open season, a Shipper desiring to bid on released capacity must use Northern's website to post all valid bids, listing all pertinent terms and conditions of the valid bids. Valid bids shall be partially executed Service Agreements. Any acquiring Shipper must meet Northern's creditworthiness requirements pursuant to Section 46, of GENERAL TERMS AND CONDITIONS of this Tariff.

Bids for released capacity shall be binding until written or electronic notice of withdrawal is received by Northern. A bidder may not withdraw a bid for the released capacity after the bid period ends. Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.

Northern shall allocate available capacity to the best bid first and continue allocating until all offered capacity is awarded. Unless the releasing Shipper has specified otherwise, in the event equivalent bids are submitted, the capacity will be made available on a pro rata basis to the equal bidders. Should any one of the equal bidders veto the pro rata allocation of the capacity, Northern will conduct a lottery to select the winning bidder, who will then be allocated its requested capacity. The remainder will be available to the other bidder(s) on a pro rata basis, which may again trigger the veto/lottery selection process.

F. Determination and Posting of Best Offer; Awarding Capacity. At the close of the open season Northern will evaluate the bids and will determine which bid constitutes the best bid by determining the highest economic unit value unless the releasing Shipper has provided Northern an alternative best bid evaluation methodology. The releasing Shipper may designate one of the following options to determine the best bid: 1) highest rate; 2) net revenue and 3) present value. Other choices of bid evaluation methodology may be selected by the releasing shipper at the discretion of Northern. Northern will utilize a calculation based on rate, term and quantity to determine the highest economic unit value, utilizing the F.E.R.C. interest rate. The comparative economic unit value of each bid will be determined by calculating the Net Present Value (NPV) of each bid over the term of the bid, and then dividing by the quantity of the respective bid. The NPV calculation shall include only revenue generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse reservation rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse shippers. Northern's evaluation will be completed and the bid to be matched (for pre-arranged deals) or awarded will be communicated by 2:00 p.m. (CCT). Any match response is due by 2:30 p.m. (CCT) and the award will be posted on the website by 3:00 p.m. (CCT). A contract with the contract number will be issued within one hour of award posting, with nomination possible beginning at the next available nomination cycle for the effective date of the contract.

The above capacity release timelines, as set forth in this Section 47, are applicable to all parties; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered, 2) there are no special terms or conditions of the release and 3) one of the above listed best bid evaluation methodologies is selected. In the event the above conditions are not met, the transaction will be processed within three (3) business days or as soon as reasonably practicable, whichever is sooner.

A new service agreement(s) and contract number(s) will be issued for temporary released capacity. Permanently acquired capacity may be added to existing agreements if requested.

GENERAL TERMS AND CONDITIONS

G. Posting of Completed Release Transactions. Releases will remain posted for seven (7) days for informational purposes only, as follows:

(i) All releases at maximum rate(s), Level I permanent releases and Level II and III prearranged releases: the name of the Releasing Shipper, name of the Acquiring Shipper, price, quantity and term.

(ii) All other releases: the name of the Releasing Shipper, name of the Acquiring Shipper, the term, price, quantity, primary receipt and delivery point(s), whether subject to recall, whether the Acquiring Shipper is an affiliate of Northern or the Releasing Shipper, if known, and Releasing Shipper's best offer standard, if any.

H. Re-release. Re-releases will be allowed on the same terms and basis as the primary release (except as prohibited by the regulations).

I. Liability of Releasing Shipper on a Temporary Release.

For all temporary capacity releases, the Releasing Shipper will remain liable for the demand-related terms and conditions of the contract. Any other outstanding payments, imbalances or other liabilities accrued by the Acquiring Shipper will be the responsibility of the Acquiring shipper.

J. Rates

(i) Commodity Charge. Offers for released capacity must contain the maximum firm commodity charge, regardless of whether primary or alternate firm receipt and delivery points are utilized, unless Northern and the Acquiring Shipper agree to a discount.

(ii) Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit, the Releasing Shipper will receive a demand charge credit equal to the amount of throughput reservation charges received from the Acquiring Shipper less any marketing fee if applicable. Such credit will be on the invoice for the month of the release.

(iii) Marketing Fee. A negotiated marketing fee will be applicable when the Releasing or Acquiring Shipper agrees in advance to engage Northern's services and pay the fee.

(iv) Maximum One-Part Rate. The maximum one-part rate that may be charged to an Acquiring Shipper cannot produce daily revenue that exceeds the revenue that would have been produced by use of Northern's maximum demand and commodity charges on a daily basis.

(v) Maximum Two-Part Rate. The maximum two-part rate that a Releasing Shipper may charge cannot exceed Northern's maximum demand and commodity charges.

K. Billing.
For TF or TFX capacity, Northern shall directly bill the Acquiring Shipper the agreed to rate for the released capacity, as well as any applicable usage charges and penalties plus a marketing fee, if applicable. The Releasing Shipper will be billed at the contractual transportation rates, plus a marketing fee, if applicable. The Releasing Shipper will be credited in the same billing month with all demand-related revenues received from the Acquiring Shipper. Any amounts credited shall be limited to demand-related revenues received from the Acquiring Shipper.

L. Termination of Contract.
(i) For Non-Payment by the Releasing Shipper. Northern may elect to terminate an Acquiring Shipper's service agreement upon 30 days written notice of such termination to an Acquiring Shipper, under the following conditions:

a. The Releasing Shipper has failed to pay in accordance with Section 8 of the GENERAL TERMS AND CONDITIONS of this tariff; and

b. The Acquiring Shipper does not agree to pay the lower of (a) the Releasing Shipper's contract rate, or (b) the maximum tariff rate for the service for the remainder of the Acquiring Shipper's contract. However, in the event that the Releasing Shipper is paying Northern a contract rate above the maximum tariff rate because such a rate was needed to justify the economics of a capital project, and the Acquiring Shipper agreed to pay the Releasing Shipper a rate above the maximum tariff rate, then Northern may terminate the Acquiring Shipper's contract if the Acquiring Shipper does not agree to continue to pay the rate it agreed to pay the Releasing Shipper.

c. Northern shall notify the Releasing and Acquiring Shipper simultaneously upon determining that the Releasing Shipper is in default.

d. Northern may simultaneously provide written notices to the Releasing Shipper that its contract will be terminated and to the Acquiring Shipper of the rate it must agree to pay in order to retain the capacity.

e. In no event will the rate charged the Acquiring Shipper be higher than the rate charged the Releasing Shipper.

(ii) For Non-Payment by Acquiring Shipper. If the Acquiring Shipper does not make full payment of all amounts billed to it by Northern within ten (10) days of the date of invoice, Northern shall notify the Acquiring Shipper in writing, and copy the Releasing Shipper, advising that if default continues for a thirty (30) day period from such invoice date, the Service Agreement may be terminated; provided, however, Acquiring Shipper may avoid termination by providing Northern with good and sufficient indemnity bond. If Acquiring Shipper fails to remedy non-payment within such thirty (30) day period, the Service Agreement between Northern and the Acquiring Shipper may be terminated, and the Releasing Shipper shall immediately be able to again release such capacity.

(iii) Due to Lack of Creditworthiness. Northern may elect to terminate an Acquiring Shipper's service agreement upon 30 days written notice of such termination to an Acquiring Shipper, under the following conditions:

a. The Releasing Shipper has failed to maintain creditworthiness and has been provided written notice that its contract will be terminated in accordance with Section 46 of the GENERAL TERMS AND CONDITIONS of this tariff; and

b. The Acquiring Shipper does not agree to pay the lower of (a) the Releasing Shipper's contract rate, or (b) the maximum tariff rate for the service for the remainder of the Acquiring Shipper's contract. However, in the event that the Releasing Shipper is paying Northern a contract rate above the maximum tariff rate because such a rate was needed to justify the economics of a capital project, and the Acquiring Shipper agreed to pay the Releasing Shipper a rate above the maximum tariff rate, then Northern may terminate the Acquiring Shipper's contract if the Acquiring Shipper does not agree to continue to pay the rate it agreed to pay the Releasing Shipper.

c. Northern shall notify the Releasing and Acquiring Shipper simultaneously upon determining that the Acquiring Shipper is not creditworthy.

d. Northern may simultaneously provide written notices to the Releasing Shipper that its contract will be terminated and to the Acquiring Shipper of the rate it must agree to pay in order to retain the capacity.

e. In no event will the rate charged the Acquiring Shipper be higher than the rate charged the Releasing Shipper.

M. Tiers.
Any capacity released temporarily must retain its tier identification (TF12 or TF5), if applicable. Realignment of TF5 and TF12 quantities are permitted for permanent releases, provided no violation of either the Releasing or Acquiring Shipper's limitation on TF5 capacity of thirty percent (30%) or the grandfathered percentage, whichever is greater, unless the system's TF5 capacity in the aggregate remains at thirty percent (30%).

N. Reserved for future use.

O. Recall of Released Capacity.

Subject to the terms of the release, the Releasing Shipper may recall released capacity as provided below. Recalls of capacity release transactions shall be subject to Elapsed Prorata Capacity (EPC). EPC means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity. Reputting by the Releasing Shipper shall be as agreed upon by the Acquiring Shipper and the Releasing Shipper. The deadline for notifying Northern of a reput is 8:00 a.m. to allow for timely nominations to flow for the next Gas Day.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity at each of the NAESB Nomination grid cycles by providing notice to Northern by the following times for each cycle:

(i) Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 8:00 a.m. on the day that Timely Nominations are due;

(b) Northern should provide notification to all affected Replacement Shippers of such recall no later than 9:00 a.m. on the day that Timely Nominations are due (CCT);

(ii) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 3:00 p.m. on the day that Evening Nominations are due (CCT);

(b) Northern should provide notification to all affected Replacement Shippers of such recall no later than 4:00 p.m. on the day that Evening Nominations are due (CCT);

(iii) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 5:00 p.m. on the day that Evening Nominations are due (CCT);

(b) Northern should provide notification to all affected Replacement Shippers of such recall no later than 6:00 p.m. on the day that Evening Nominations are due (CCT);

(iv) Intraday 1 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 7:00 a.m. on the day that Intraday 1 Nominations are due (CCT);

(b) Northern should provide notification to all affected Replacement Shippers of such recall no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (CCT); and

(v) Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 2:30 p.m. on the day that Intraday 2 Nominations are due (CCT);

(b) Northern should provide notification to all affected Replacement Shippers of such recall no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (CCT).

For recall notification provided to Northern prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Northern should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to Northern after 5:00 p.m. and prior to 7:00 a.m., Northern should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (CCT).

When a Releasing Shipper with recall rights desires to recall its capacity during an Intra-Day cycle, Northern's capacity release system will indicate to such Shipper the capacity available for recall based upon the EPC. Therefore, the Releasing Shipper's recall notification to Northern would reflect the adjusted total released capacity entitlement.

Northern shall not be obligated to deliver in excess of the total daily contract quantity of the release.

The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC.

When capacity is recalled, it may not be reput for the same Gas Day.

48. Daily Delivery Variance Charges (DDVC)

A. General

Shippers are required to take actual daily volumes at their delivery point(s) as close to daily scheduled volumes as possible. In the event that actual daily volumes vary from daily scheduled volumes, Shippers are subject to Daily Delivery Variance Charges (DDVC), after a tolerance has been considered (except as provided below in System Overrun Limitation).

There are five (5) types of DDVC's: a Positive DDVC, a Positive/Critical Day DDVC, a Negative DDVC, a Punitive DDVC and a Punitive/Critical Day DDVC. The rate for each is set forth on Sheet No. 53.

Also, see Rate Schedule SMS of this tariff, "System Management Service".

B. Positive DDVC. In the absence of an SOL or Critical Day being called (as described below), the Positive DDVC shall apply under the following conditions:

For TF, TFX, VFT and LFT

1) If daily volumes scheduled at the delivery point are less than the MDQ, the Positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point, up to a level equal to the MDQ plus five percent (5%) of the MDQ.

2) If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the first five percent (5%) of the daily scheduled volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point.

3) If the Shipper has subscribed to service under Rate Schedule SMS, the Positive DDVC, as determined in 1) and 2) above, will apply to volumes in excess of the scheduled volume plus the five percent (5%) tolerance plus the SMS Contract Quantity (SMSQ).

4) The tolerance level for Small Customers in 1) and 2) above shall be the greater of five percent (5%) of all scheduled volumes at the point or 650 MMBtu.

The Positive DDVC level for Small Customers is as follows: if daily volumes scheduled at the delivery point are less than the MDQ, the positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance level of the greater of five percent (5%) of scheduled volumes at the point or 650 MMBtu, up to a level equal to the MDQ plus the greater of five percent (5%) of the MDQ or 650 MMBtu. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the greater of the first five percent (5%) of the daily scheduled volumes or 650 MMBtu in excess of all daily volumes scheduled at the point plus a tolerance of the greater of five percent (5%) or scheduled volumes or 650 MMBtu at the point.

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1) The Positive DDVC shall apply to the first five percent (5%) of daily scheduled volumes at each delivery point which are in excess of the scheduled volumes at the point plus a tolerance of five percent (5%) of the scheduled volumes at the point. The tolerance for Small Customers is the greater of five percent of all scheduled volumes at the point or 650 MMBtu.

The Positive DDVC level for Bypassing Small Customers is as follows: if daily volumes scheduled at the delivery point are less than the MDQ, the positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance level equal to the Bypassing Small Customer's MDQ. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to an amount equal to the Bypassing Small Customer's MDQ plus a tolerance of the Bypassing Small Customer's MDQ at the point.

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1) The Positive DDVC shall apply to the first five percent (5%) of daily scheduled volumes at each delivery point which are in excess of the scheduled volumes at the point plus a tolerance of five percent (5%) of the scheduled volumes at the point. The tolerance for Small Customers who have not bypassed Northern's system is the greater of five percent of all scheduled volumes at the point or 650 MMBtu. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ.

48. Daily Delivery Variance Charges (DDVC)

C. Negative DDVC. Unless an SOL has been called (as described below), the Negative DDVC shall apply to the daily volumes at each delivery point which are less than the sum of all daily volumes scheduled at the point, after a tolerance of five percent (5%) of all daily volumes scheduled at the point has been considered. The tolerance for Small Customers who have not bypassed Northern's system is the greater of five percent (5%) of all daily volumes scheduled at the point or 650 MMBtu. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ. If Shipper has subscribed to service under Rate Schedule SMS, the Negative DDVC applies only to the actual volumes taken that are less than the scheduled volumes, less the sum of the tolerance and the SMSQ.

D. Punitive DDVC. The Punitive DDVC shall apply to the daily volumes at each delivery point that are in excess of the Positive DDVC level as determined above.

E. System Overrun Limitation (SOL). In the event that the pipeline system operating integrity is in jeopardy, an SOL may be called for all or part of the SMS entitlement above MDQ. When an SOL is in effect SMS may not be available above the MDQ. Any decision by Northern to call an SOL will also involve a decision on the level of SMS service that would be authorized above MDQ. If SMS is offered, Northern will post on its website the percentage of SMS that may be utilized above the MDQ, ranging from 0-100%. The website posting of available SMS service levels will be made concurrently with the SOL declaration. If throughput overrun has been scheduled during an SOL, SMS is available below the scheduled level, but the five percent (5%) tolerance will not apply above the Shipper's MDQ (including any overrun volumes scheduled) before the Positive or Punitive DDVC's apply. However, Small Customer and Bypassing Small Customer tolerances and positive DDVC levels as set forth in paragraph B.4 above apply at all times, even when an SOL is called. In addition, when an SOL is in effect, if the sum of the scheduled volume on all of Shipper's firm and interruptible Throughput Service Agreements is equal to or greater than the Shipper's MDQ and no SMS is being authorized above the MDQ, then the tolerance is not available above the MDQ level. However, in such case, SMS is available up to the Shipper's MDQ. Further, Small Customers and Bypassing Small Customers retain their use of tolerance and positive DDVC levels as set forth in paragraph B.4 above, and SMS on SOL or Critical Days, and Small Customers and Bypassing Small Customers are not subject to the foregoing limitation.

An SOL may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by branchline, operational zone, Market/Field Area, and up to the entire system, in that order. Northern will post the SOL on the website no later than 3:00 p.m. CST of the gas day for which SOL has been called. Northern will determine the operating status of the pipeline system using the following criteria: weather forecast; system conditions-line pack, overall projected pressures at monitored locations and storage conditions; facility status-horsepower utilization and availability; and overall send-out projections and availability. In the event any or all of these criteria cause Northern's operating condition to severely deteriorate, a Critical Day may be called in Northern's sole discretion.

F. Critical Day. Northern shall have the right to post a Critical Day notice in order (i) to alleviate conditions which threaten the integrity of its pipeline system, (ii) to maintain pipeline operations at the pressures required to provide an efficient and reliable firm transportation service to Shippers, and (iii) to maintain its pipeline system in balance for the foregoing purposes. A Critical Day may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by a branchline, operational zone, Market/Field Area, and up to the entire system, in that order. When possible, Northern will limit the Critical Day notice to the offending Shipper(s). The following events and/or operational variables could cause Northern to issue or end a Critical Day:

(i) weather forecast;
(ii) system conditions including line pack;

(iii) overall projected pressures at monitored locations;
(iv) storage conditions; and
(v) facility status including horsepower utilization and availability.

Before issuing a Critical Day notice, an SOL Day will be posted. Prior to posting a Critical Day notice, subject to timing and availability, Northern will use its operating tools to attempt to alleviate the operational concern. Such tools include line pack, operational storage, Carlton Resolution, LNG, and System Balancing Agreements (SBA).

1. Notice. Northern will post the Critical Day notice on its website no later than two and one-half (2 1/2) hours prior to the NAESB Grid Cycle nomination deadlines for the Critical Day Gas Day. The Critical Day will remain in affect for the remainder of the Gas Day. Northern will post a new notice for each subsequent Gas Day, as applicable. The notice will contain the following information:

   (i) The affected area;
   (ii) Offending Shipper(s), if known, subject to the Critical Day;
   (iii) The day and time that the Critical Day will become effective;
   (iv) The operational variables for the following: line pack and projected long/short gas;
   (v) Weather forecasts; and
   (vi) Demarc and MIP prices.

2. Reporting. Northern will post on its Internet website within a reasonable period of time following the conclusion of the Critical Day, a report describing the conditions that required the issuance and the termination of the Critical Day.

3. Critical Day DDVCs. In the event Northern calls a Critical Day, the determination of the volumes subject to Positive DDVC and Punitive DDVC are as set forth above in this Section, and no tolerance will apply above the Shipper's MDQ (including any overrun volumes scheduled) before DDVC's apply. However, the rates such Positive volumes and Punitive volumes are charged shall be the Positive/Critical Day DDVC rates and Punitive/Critical Day DDVC rates, respectively. The first two percent (2%) of Positive/Critical Day DDVC volumes are charged $15/MMBtu and the next three percent (3%) are charged $22/MMBtu. The Punitive/Critical Day DDVC rates are also charged at two (2) levels: Level I shall apply to the five percent (5%) of the daily volumes at each delivery point that are in excess of the Positive/Critical DDVC level, and Level II shall apply to any excess volumes above Level I. However, Small Customer and Bypassing Small Customer tolerances and positive DDVC levels as set forth in paragraph B.4 above apply at all times, even when a Critical Day is called. Small Customer and Bypassing Small Customer Positive/Critical DDVC levels are $15/MMBtu for the greater of the first 2%, or 260 MMBtu, and $22/MMBtu for the greater of the next 3%, or 390 MMBtu. In addition, when an Critical Day is in effect, if the sum of the scheduled volume on all of Shipper's firm and interruptible Throughput Service Agreements is equal to or greater than the Shipper's MDQ, then the tolerance is not available above the MDQ level. However, in such case, SMS is available up to the Shipper's MDQ. Further, Small Customers and Bypassing Small Customers retain their use of tolerance and positive DDVC levels as set forth in paragraph B.4 above, and SMS on SOL or Critical Days, and Small Customers are not subject to the foregoing limitation. In the event Northern posts a Critical Day notice to be effective during the IntraDay 1 or IntraDay 2 nomination cycle, Northern will only impose penalties resulting from a Critical Day prospectively. However, should a Critical Day be called during an Intraday 2 nomination cycle, Northern will only apply the Critical Day penalty charges to shippers who reduce their nominations in the Intraday 2 cycle, but still take volumes in excess of the reduced nomination.

G. SOL or Critical Day at a Point or Branchline. When an SOL or Critical Day is called at individual point(s) or on a branchline(s) and the affected Shipper(s) have nominated and scheduled volumes at a zone level, the DDVC variance will be the difference between the individual point MDQ as set forth on Appendix B of their Service Agreement and the actual deliveries for each point in the affected area. Small Customers retain their use of tolerance and positive DDVC levels as set forth in paragraph B.4 above and SMS when an SOL has been called to a point or Branchline level and Small Customers are not subject to the foregoing limitation.

H. System Underrun Limitation (SUL). In the event that the pipeline system operating integrity is in jeopardy, an SUL may be called. When an SUL is in effect SMS is available below the throughput scheduled and SMS is available above the scheduled level, however, no five percent (5%) tolerance will apply below the Shipper's scheduled volume before the positive DDVC's apply. However, Small Customer's tolerance and Negative DDVC levels as set forth in paragraph C. above apply at all times, even when an SUL is called.

An SUL may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by branchline, operational zone, Market/Field Area, and up to the entire system, in that order. Northern will post the SUL on the website no later than twenty-seven (27) hours prior to the gas day for which SUL will be called. Northern will determine the operating status of the pipeline system using the following criteria: weather forecast; system conditions-line pack, overall projected pressures at monitored locations and storage conditions; facility status-horsepower utilization and availability; and overall send-out projections and availability.

On an SUL day, Northern has the right to require Shippers whose scheduled quantities will contribute to the SUL situation to source their gas at other receipt points on Northern's system. A Shipper will not be required to source their gas at other receipt points if Northern is able to verify and confirm that such Shipper's scheduled quantities are not contributing to the SUL situation. Northern will require Shippers to move in the following order:

1. TI Shippers
2. Firm Shippers utilizing Alternate receipt point(s)
3. Firm Shippers with multiple Primary receipt points on their contract
4. Firm Shippers with a single Primary receipt point on their contract.

Shippers must be within their MDQ. Shippers will be required to move on a pro rata basis within each of the four (4) categories listed above.

Any Shipper required to utilize a different receipt point as stated above, will not be subject to DDVCs for any day that Shipper is required by Northern to move to a different receipt point.

GENERAL TERMS AND CONDITIONS

I. Revenues associated with DDVC charges shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

J. In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.

K. Northern reserves the right to waive DDVC's in a not unduly discriminatory manner. In the event Northern calls a Critical or SOL Day, negative DDVCs for the affected area will be waived. In the event Northern calls an SUL day, positive and punitive DDVCs for the affected area will be waived.

L. Northern shall provide affected parties with notification of Critical Days through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Critical Days. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of Critical Days to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.

M. DDVCs for non-telemetered zones. In compliance with Section 28 of the "GENERAL TERMS AND CONDITIONS" of this tariff, DDVCs will not apply to a non-telemetered Operational Zone nomination unless the zone nomination fails to reflect the nomination quantity calculated by the load forecasting formula or a Branchline SOL or curtailment has been called.

49. No-Notice Obligation

Pursuant to Order No. 636, et seq., Northern is obligated to provide to previously existing firm sales customers a no-notice throughput service. Northern will meet this obligation through its System Management Service (SMS).

50. System Balancing Agreement (SBA)

SBA's are agreements between a supplier and Northern that will provide volumes for balancing on Northern's system. The SBA provider may be any qualified LDC, producer, supplier or Shipper. Northern will contract with the SBA provider and the SBA provider will, at Northern's direction, move gas to and from Northern's pipeline system by creating a positive or negative imbalance on the SBA agreement. Northern will not purchase, take title to or sell the gas provided under the SBA's. SBA fees to fulfill the overall SBA requirements will be as agreed to between SBA providers and Northern.

GENERAL TERMS AND CONDITIONS

I. Revenues associated with DDVC charges shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

J. In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.

K. Northern reserves the right to waive DDVC's in a not unduly discriminatory manner. In the event Northern calls a Critical Day, negative DDVCs for the affected area will be waived.

L. Northern shall provide affected parties with notification of Critical Days through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Critical Days. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of Critical Days to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.

49. No-Notice Obligation

Pursuant to Order No. 636, et seq., Northern is obligated to provide to previously existing firm sales customers a no-notice throughput service. Northern will meet this obligation through its System Management Service (SMS).

50. System Balancing Agreement (SBA)

SBA's are agreements between a supplier and Northern that will provide volumes for balancing on Northern's system. The SBA provider may be any qualified LDC, producer, supplier or Shipper. Northern will contract with the SBA provider and the SBA provider will, at Northern's direction, move gas to and from Northern's pipeline system by creating a positive or negative imbalance on the SBA agreement. Northern will not purchase, take title to or sell the gas provided under the SBA's. SBA fees to fulfill the overall SBA requirements will be as agreed to between SBA providers and Northern.

Effective Date: 04/01/1995 Status: Effective
FERC Docket: RP95-185-000
First Revised Sheet No. 293 First Revised Sheet No. 293 : Effective
Superseding: Original Sheet No. 293

Sheet Nos. 293 through 295 are Reserved for Future Use

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52. RIGHT OF FIRST REFUSAL

Shippers holding firm Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months may exercise the Right of First Refusal. Such agreements are not subject to pregranted abandonment provided notice is given as described herein. A Shipper may agree to waive its Right of First Refusal at any time. Firm Service Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, retain the Right of First Refusal; however, any such grandfathered service agreement must extend at maximum rates for twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months in order to retain its Right of First Refusal beyond the extended term. Any Shipper with a contract having Right of First Refusal who wishes to extend their contract at maximum rates for a term of at least five (5) years, can be extended without exercising the Right of First Refusal process or posting. A firm Shipper may elect to retain a portion of its capacity, subject to the Right of First Refusal process and have Northern's pregranted abandonment authority apply to the remainder of the capacity.

The Right of First Refusal will not be applicable to interim service agreements for entitlement associated with (1) expansion projects as set forth in Section 26 of this Tariff, and (2) capacity that is already under contract for a future period subject to the following conditions:

a) The future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future;
b) the bids must have been evaluated on a net present value basis; and
c) the future capacity must have been awarded to the Shipper providing the highest net present value bid.

The process for exercising the Right of First Refusal is as follows:

1) Notice

Northern will provide no more than nine (9) months, and no less than eight (8) months advance written notice of pending contract expiration to firm Shippers with contract terms of one (1) year or more. Shippers must give written notice to Northern within sixty (60) days of the date of Northern's notification to Shipper that it wishes Northern to post its capacity to begin the Right of First Refusal process.

Failure by the Shipper to give Northern the notice specified in this section will result in the automatic abandonment of the entitlement and the Shipper's right to the subject capacity at the end of the contract term will cease. Shipper may waive its right to participate in the Right of First Refusal process which will result in automatic abandonment of the entitlement upon the termination of the contract.

2) Bidding Process

Subsequent to Northern's receipt of the Shipper's Right of First Refusal notice described in Section 1) above, Northern will post the designated capacity on its website in order to solicit bids for the capacity. Northern will post any availability of throughput capacity under Right of First Refusal as separate and distinct from generally available throughput capacity. However, Northern may post any availability of Firm Deferred Delivery (FDD) capacity, including FDD capacity available under Right of First Refusal, in a single aggregate posting with the type of capacity identified, e.g., generally available or Right of First Refusal.

A Bidder desiring to obtain the posted capacity must submit a bid to Northern, in accordance with Section 3) below, within forty-five (45) days of the posting to participate in the Right of First Refusal process.

If the tendered bids are less than maximum rate and if Northern is willing to accept less than maximum rates, Northern will utilize an iterative bidding process. Each bid will be posted on the website and each iteration's best offer will be posted on the website for informational purposes, along with the name of the highest bidder. In subsequent iteration(s), bidders will have five (5) days to respond to Northern after a posting; thereafter, after each bidding period, Northern will have up to five (5) business days to perform an analysis to determine the best offer as described in Section 4) below. The bidding process must be completed three (3) months before the end of the existing contract term.

If any bid submitted by a bidder is subsequently withdrawn, any new bids submitted by such bidder for the same capacity or path(s) must be at a higher rate.

Northern will have the right to reject, on a non-discriminatory basis, any bid not at the maximum rate.

3) Contents of Bid

Service Agreements, corresponding to the Shipper's bid, will be required and must contain the price, term, amount of capacity desired and primary receipt and delivery points.

When any Shipper bids the maximum rate, such Shipper is only required to bid up to the maximum rate for its requested receipt and delivery points, not the maximum rate which may apply to different receipt and delivery points which could be charged for such service.

Multiple bids for transportation capacity, defined as different bids made for different portions of the total capacity, will be permitted.

Bidders for FDD capacity may submit bids on one or more packages of FDD capacity; provided, however, bidders may submit only one bid per package. In the event that bidder submits bids on more than one FDD package, then bidder must prioritize its bids and indicate a minimum and maximum total cycle quantity desired.

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4) Best Offer

Northern will determine which bid constitutes the best offer by determining the highest economic unit value (per dekatherm of capacity) to Northern. A calculation based on rate, term and quantity will be used to determine the highest economic unit value, utilizing the FERC interest rate. The comparative economic unit value of each bid will be determined by calculating the Net Present Value (NPV) of the incremental revenues of each offer over either the term of the offer or five (5) years, whichever is less, and then dividing by the quantity of the respective bid. However, if the bid is at maximum rate and the term is more than five (5) years, the entire term will be considered in determining the economic unit value. The best bid will be the bid with the highest net present value (NPV). The NPV is the discounted cash flow of incremental revenues per dekatherm to Northern for service. Incremental revenues are those revenues above and beyond the current revenues which Northern already receives from reservation charges being paid prior to the bid period. Northern will utilize the NPV calculation based on rate, term and quantity to determine the highest incremental revenues per dekatherm. The NPV calculation shall include only revenues generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse reservation rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse shippers.

For purposes of determining the best bid and allocating capacity, shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate.

In the event equivalent offers are submitted, the capacity will be made available on a pro rata basis to the equal bidders. Should any one of the equal bidders veto their pro rata allocation of the capacity, Northern will then conduct a lottery to select the winning bidder, who will then, if the bid is not matched under Section 5) below, be allotted its requested capacity. The remainder of said capacity, if any, will be available to the other equal bidder(s) on a pro rata basis, which will again trigger the veto/lottery selection process.

In the event that Northern is conducting an open season for generally available FDD capacity at the same time as the FDD Right of First Refusal process, Northern will allocate bids at maximum rates first to generally available FDD capacity and then on a pro rata basis to FDD Right of First Refusal capacity. Northern will include in the posting the allocation parameters for bids at less than maximum rates. In no event will Northern be required to enter into an Agreement at less than maximum rates.

Northern will post the name of the winning bidder on the website for a period of no less than five (5) work days. The winning bidder must execute a Service Agreement within fifteen (15) days of Northern's tender thereof.

5) Match

A. Firm Transportation Service:

The original firm Shipper shall have the option to execute a firm Service Agreement which exactly matches the rate and term of the bid constituting the highest economic unit value to Northern. The highest rate that the original firm shipper must match if it wishes to continue its service arrangement is the maximum tariff rate. The original firm Shipper need only match the quantity bid if the quantity bid is less than the quantity offered under Section 1 above. Northern will notify the original firm Shipper within five (5) work days of the best offer it must match by tendering to such Shipper a Service Agreement. The Service Agreement must be executed by the original firm Shipper within fifteen (15) days of Northern's tender thereof. Northern is not required to accept an offer at less than the maximum rate.

B. Firm Deferred Delivery (FDD) Service:

The original FDD Shipper shall have the option to execute a FDD Service Agreement which exactly matches the rate and term of the bid constituting the highest economic unit value to Northern, subject to the following. The original Shipper is not required to match the quantity offered. The highest rate that the original FDD shipper must match if it wishes to continue its service arrangement is the maximum tariff rate.

1. Northern will notify the original FDD Shipper within five (5) work days of the close of the bidding process of the various bids received for its capacity.

2. The original Shipper must provide written notice to Northern within fifteen (15) days of the date of Northern's notification as to which of the prioritized bids the original Shipper is willing to match. The original Shipper may not be required to match all bids. In the event bids received on the Shipper's capacity are for a quantity that is less than the Shipper's capacity, then the original Shipper must include in the notice to Northern a statement of its commitment to continue service for the capacity for which there were no bids. Such notice to Northern shall be binding upon the original Shipper.

3. Northern will determine the best offer(s) that the original Shipper must match based on the priority provided to Northern by bidders.

4. Upon tendering a Service Agreement for the best offer, such Service Agreement must be executed by the original FDD Shipper within fifteen (15) days. Northern is not required to accept an offer at less than the maximum rate.

6) No Bids

Where there are no competing bids for the capacity and the original firm Shipper agrees to pay the maximum rate, service may be contracted for any term the original firm Shipper chooses. Northern is not required to accept an offer at less than the maximum rate. If Northern rejects a bid at less than the maximum rate, the original Shipper may receive continued service at the maximum rate unless a negotiated rate is agreed to by Northern and the original Shipper. The original firm Shipper must execute the Service Agreement within fifteen (15) days of Northern's tender thereof.

53A. PERIODIC RATE ADJUSTMENT (PRA) - FUEL

1. Purpose and Applicability: This Section 53 establishes a Fuel PRA mechanism for the purpose of annually deriving the Market Area and Field Area FUEL PERCENTAGES and the UNACCOUNTED-FOR PERCENTAGE as set forth on Tariff Sheet No. 54 and Sheet Nos. 61-64, applicable to all Throughput Rate Schedules included in Northern's F.E.R.C. Gas Tariff, including TF, TFX, VFT, LFT, GS-T and TI.

2. Definitions.

(a) Fuel. Fuel consists of fuel burned and company used fuels: compressor, heater, dehydrate, actuators, un-metered, blow-down and purge.

(b) Throughput. Throughput is the actual volumes received, inclusive of fuel and unaccounted-for, from the respective receipt points on Northern's system.

3. The methodologies used to derive the Field Area "Field Fuel Percentage" (MIDs 1-16B), Field Area "M/L Fuel Percentage" (MIDs 1-7 and MIDs 8-16B), Market Area "M/L Fuel Percentage" (MID 17) and Unaccounted-For are as follows:

Field Area "Field Fuel Percentages" (MIDs 1-16B to MIDs 1-16B)

The Field Fuel Percentages are based upon the actual fuel consumed, as defined in Section 2.(a) above, at field compressor facilities on Northern's system. The actual fuel consumed at these designated field compressor facilities, as measured and defined in Northern's measurement reporting system, is (1) aggregated by each MID, (2) summed for the twelve-month period ending March 31, as adjusted for known and measurable changes, and (3) divided by the total throughput applicable to Field Fuel in each MID for the same annual period. Only those volumes which have been received upstream or at a field fuel facility are subject to a Field Fuel Percentage.

Field Area "M/L Percentages" (MIDs 1-7 and MIDs 8-16B)

Northern has established two Field Area M/L Fuel Recovery Sections. Fuel Section 1 consists of MIDs 1 through 7. Fuel Section 2 consists of MIDs 8 through 16B. In addition there is a third mainline fuel rate for the Market Area (MID 17) which is referred to as Market MID or Fuel Section 3 for purposes herein. To calculate the M/L Fuel Percentages, Northern determines a fuel retention percentage for each such Fuel Section and then combines the individual fuel retention percentages for such Fuel Section into fuel retention percentages for each MID to MID transaction, subject to the methodology described below.

(a) The individual fuel retention percentage for each Fuel Section is derived as follows (i) the actual fuel consumed in such Fuel Section during the twelve-month period ending March 31 each year ("PRA Period") as adjusted for changes which are known and measurable with reasonable accuracy, is divided by (ii) the actual throughput for such Fuel Section during the same twelve-month period. Each adjustment to the actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.

(b) The actual fuel consumed for each PRA Period for each Fuel Section is the fuel consumed in the facilities located in the geographic boundaries of such Fuel Section.

(c) Subject to the other provisions as described in Paragraph (e) below, the actual throughput for each Fuel Section for each PRA Period is determined as follows:

(i) The throughput for Fuel Section 1 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in Fuel Section 1 (Section 1 to Section 1); (2) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in any other Fuel Section (Section 1 to Section 2 and Market MID); and (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered to any delivery point in Fuel Section 1 (Section 2 and Market MID to Section 1).

(ii) The throughput for Fuel Section 2 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 2 and delivered to any delivery point in Fuel Section 2 (less volumes received in MID 16A at POI 1707 and delivered at MID 16B) (Section 2 to Section 2); (2) all transportation volumes received at any receipt point in Fuel Section 2 (except receipts set forth in Paragraph B of Sheet No. 54A) and delivered at any delivery point in Fuel Section 1 (Section 2 less exceptions to Section 1); (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered at any delivery point in Fuel Section 2 (Section 1 or Market MID to Section 2) (except receipts received at any receipt point in Fuel Section 1 and delivered to the points set forth in Paragraph C of Sheet No. 54A); and (4) all transportation volumes received at any receipt point in Fuel Sections 1 or 2 and delivered at any delivery point in Fuel Section 3 (less volumes received at MID 16B and delivered to MID 17) (Sections 1 or 2 to Market MID).

(iii) The throughput for Fuel Section 3 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 3 and delivered at any delivery point in Fuel Section 3 (Market MID to Market MID) and (2) all transportation volumes received at receipt points in any other Fuel Section and delivered at any delivery point in Fuel Section 3 (Sections 1 or 2 to Market MID).

(d) Subject to the Other Provisions as described in Paragraph (e) below, the individual fuel retention percentages as determined above for each Fuel Section shall be combined as follows to determine the fuel retention percentages for each MID to MID transaction:

(i) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 or 3 to any delivery point in any MID in Fuel Sections 1 shall be the derived fuel retention percentage for Fuel Section 1. (Section 1 or 3 to Section 1).

(ii) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 to any delivery point in any MID in Fuel Section 2 (except as defined in Section 53A.3(c)(ii)), or from any receipt point in any MID in Fuel Sections 2 (except as defined in Section 53A.3(c)(ii)) to any delivery point in any MID in Fuel Section 1, shall be the sum of: (1) the derived fuel retention percentage for Fuel Section 1, and (2) the derived fuel retention percentage for Fuel Section 2. (Section 1 to Section 2 and Sections 2 (less exceptions) to Section 1).

(iii) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 2 or 3 to any delivery point in any MID in Fuel Section 2 shall be the derived fuel retention percentage for such Fuel Section 2. (Sections 2 or 3 to Section 2).

(iv) The fuel retention percentage for each transaction from any receipt point in MID 17 (Fuel Section 3) to any delivery point in MID 17 shall be the derived fuel retention percentage for Fuel Section 3. (Market to Market).

(v) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 to any delivery point in MID 17 (Fuel Section 3) shall be the sum of (1) the derived fuel retention percentage for Fuel Section 1, plus (2) the derived fuel retention percentage for Fuel Section 2, plus (3) the derived fuel retention percentage for Fuel Section 3. (Section 1 to Market MID).

(vi) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 2 to any delivery point in MID 17 (Fuel Section 3) shall be the sum of: (1) the derived fuel retention percentage for Fuel Section 2; plus (2) the derived fuel retention percentage for Fuel Section 3. (Section 2 to Market MID).

(e) Other Provisions:

(i) For transactions where gas is received at MID 16B and delivered to any delivery point in MID 17, the fuel retention percentage shall be the derived fuel retention percentage for Fuel Section 3.

(ii) In recognition of all to and through transactions where gas is nominated and scheduled for delivery first to the Bushton inlet at POI 1708 in MID 16A and then subsequently delivered to other delivery points on Northern's system, the UAF will be deducted from the deliveries to the Bushton inlet (POI 1708) and the fuel shall be zero from the Bushton outlet at POI 1707 in MID16A to MID16B.

(iii) Throughput on transactions that is not assessed fuel shall not be included in the throughput that is used to calculate the fuel retention percentages.

(iv) Northern shall determine at the time of filing its PRAs, based on its system configuration and operational experience whether mainline compression was used in connection with transactions involving certain MIDS. At the time of filing, Northern will provide a full explanation of any changes in system configuration and operational experience related to the use of mainline compression, and parties will have the right to challenge any proposed changes in the PRA filing.

Market Area "M/L Fuel Percentage" (Mid 17)

The Market Area M/L fuel calculation is one Fuel Percentage applicable to all of Northern's Market Area receipts. All fuel consumed at facilities in the Market Area is aggregated for the applicable season, as adjusted for known and measurable changes, and divided by all throughput received into the Market Area over the same time period.

FDD Storage Fuel

The FDD Storage Fuel calculation is one Fuel Percentage applicable to FDD volumes injected during the Injection Period. The FDD Storage Fuel Percentage is calculated by dividing the applicable twelve-month actual storage fuel, as provided for in the PRA Settlement, by the projected FDD Storage injections during the Injection Period.

Unaccounted-For (UAF)

The Unaccounted-for percentage is calculated by dividing the twelve-month actual unaccounted-for gas for the respective twelve-month period ending December 31, by the throughput for the same twelve-month period. UAF is not collected for transportation from any receipt point in any MID to the delivery point at MID 16B.

4. True-up Mechanism

(i) Mainline

Docket Nos. RP97-275-002 and TM97-2-59-000 provided that during any period, or any portion of any period, that the Mainline fuel retention percentages are derived by using the PRA Settlement Averaging Methodology, Northern shall true-up the Mainline fuel on a MID to MID basis. However, pursuant to the Settlement in Docket Nos. RP98-203, et al., the MID-to-MID true-up has been converted to a Fuel Section true-up in the Field Area. The Field Area contains two (2) Fuel Sections consisting of MIDs 1-7 and MIDs 8-16b. Therefore, for the period commencing June 1, 1999, Northern will true-up mainline fuel as follows:

Northern shall compare the fuel retained for the applicable winter or summer season or annual time period with the actual fuel consumed for the same period for each of the two (2) Field Area sections and the Market Area MID derived fuel percentages to determine the Fuel Adjustment Amount for each fuel percentage. The actual fuel consumed shall be calculated using the same rules and procedures utilized in calculating the Field Area ML Fuel Percentages. The Fuel Adjustment Amount will be divided by the applicable Field section or Market MID throughput to determine each Fuel Adjustment Percent to be added to each Mainline Field section or Market MID fuel retention percentage for the applicable winter or summer season or annual period beginning the following winter or summer season or annual period. Under-retainage will result in a positive Fuel Adjustment Amount. Over-retainage will result in a negative Fuel Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year the Adjustment Amount for the prior year is first added to the actual fuel retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the fuel retained will be compared to the fuel consumed. A zero percentage will be used for any section or MID fuel percentage that is derived to be less than zero.

(ii) Field

Northern shall compare the volume of Field fuel retained for the most recent twelve (12) months ended December 31 with the volume of Field fuel consumed for the same period on a MID-by-MID basis to determine the Fuel Adjustment Amounts on a MID-by-MID basis. Each MID's Fuel Adjustment Amount will be divided by the applicable MID throughput to determine the Fuel Adjustment Percent to be added to each Field MID fuel retention percentage for the period beginning the subsequent April 1. To the extent a Field MID retention percentage is zero, a Fuel Adjustment Amount will not be applicable to that MID retention factor. Under-retainage will result in a positive MID Fuel Adjustment Amount. Over-retainage will result in a negative MID Fuel Adjustment Amount. For purposes of determining the Adjustment Amounts for years subsequent to the initial year of the PRA, the applicable MID Adjustment Amount for the prior year is first added to the applicable MID actual fuel retained for the prior year. To determine the Adjustment Amounts for the subsequent year, the balance of the applicable MID fuel retained will be compared to the applicable MID fuel consumed. A zero percentage will be used for any MID fuel percentage that is derived to be less than zero.

(iii) FDD Storage

Northern shall annually compare the volume of FDD Storage fuel retained for the most recent twelve (12) months ended December 31 with the volume of actual FDD Storage fuel for the same period to determine the Adjustment Amount. The FDD Storage Adjustment Amount will be divided by the applicable injection volumes to determine the FDD Storage Adjustment Percent to be added to the FDD Storage retention percentage for the period beginning the subsequent April 1. Under-retainage will result in a positive Adjustment Amount. Over-retainage will result in a negative Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year, the Adjustment Amount for the prior year is first added to the actual FDD Storage fuel retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the FDD Storage fuel retained will be compared to the actual FDD Storage fuel.

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(iv) Unaccounted-For

Northern shall annually compare the volume of Unaccounted-for retained for the most recent twelve (12) months ended December 31 with the volume of actual Unaccounted-for for the same period to determine the Unaccounted-for Adjustment Amount. The Unaccounted-for Adjustment Amount will be divided by the applicable throughput to determine the Unaccounted-for Adjustment Percent to be added to the Unaccounted-for retention percentage for the period beginning the subsequent April 1. Under-retainage will result in a positive Adjustment Amount. Over-retainage will result in a negative Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year of the PRA, the Adjustment Amount for the prior year is first added to the actual Unaccounted-for retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the Unaccounted-for retained will be compared to the actual Unaccounted-for.

5. PRA Filing. Northern will file to change the fuel and UAF retained percentages as provided herein. For Market Area mainline fuel, Northern will file each February 1 for the Summer Season mainline fuel to be effective the following April 1; Northern will file each May 1 for the Winter Season mainline fuel to be effective the following November 1. Furthermore, Northern will post on its website by December 1 of each year an estimated Market Area Summer Season mainline fuel to be effective the following April 1. Northern will file each February 1 for the Field Area, Storage and UAF retained percentages to be effective the following April 1. Northern shall not make changes to the fuel rate methodology except as permitted by the Stipulation and Agreement of Settlement in Docket Nos. RP03-398-000, et al. In addition, in the event of a change to the makeup of the Field Area sections in a PRA or Section 4 or Section 5 filing, the effectiveness of the fuel retention percentages derived therefrom shall be prospective only. For in-kind fuel reimbursement procedures, fuel rates will be made effective only at the beginning of the month.

53B. PERIODIC RATE ADJUSTMENT (PRA) - ELECTRIC COMPRESSION POWER COSTS

1. Purpose and Applicability: This Section 53B establishes an electric compression power costs PRA mechanism for the purpose of annually deriving the Market Area and Field Area electric compression commodity rates as set forth on Tariff Sheet No. 54, applicable to all Throughput Rate Schedules included in Northern's F.E.R.C. Gas Tariff, including TF, TFX, VFT, LFT, GS-T and TI, as may be revised from time to

time. 2. Definitions.

(a) Electric Compression Power Costs. The costs of electric power used in the operation of any new electric horsepower compression installed after October 1, 1998.

(b) Throughput. Throughput is actual throughput in the Market Area or Field Area for the 12-month period ending March 31 each year.

3. The methodology used to derive the Market Area and Field Area electric compression commodity rates is as follows:

Field Area Electric Compression Commodity Rate

The Field Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in 2.(a) above, for electric compressors installed in the Field Area. The actual Electric Compression Power Costs for these Field Area Compression facilities will be summed for the twelve-month period ending March 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Field Area Throughput, as defined in 2.(b) above, to determine the applicable commodity rate to be set forth on Sheet No. 54. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.

Market Area Electric Compression Commodity Rate

The Market Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in 2.(a) above, for compressors installed in the Market Area. The actual Electric Compression Power Costs for these Market Area Compression facilities will be summed for the twelve-month period ending March 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Market Area Throughput, as defined in 2.(b) above, to determine the applicable commodity rate to be set forth on Sheet No. 54. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.

4. Effective Date. The Field Area and Market Area electric compression commodity rates will be applicable beginning June 1, 1999 and each annual period thereafter.

5. True-up Mechanism. Northern shall annually compare the amount of Electric Compression Power Costs collected via the Market Area and the Field Area commodity rates for the most recent twelve (12) months ended March 31 with the amount of actual Electric Compression Power Costs for the Market Area and the Field Area for the same period to determine the Market Area and the Field Area Adjustment Amounts. The Adjustment Amounts will be divided by the applicable Market Area and Field Area Throughput to determine the Market Area and Field Area Adjustment rates to be added to the Market Area and the Field Area electric compression commodity rates for the period beginning the subsequent June 1. Under-collection will result in a positive Adjustment Amount. Over-collection will result in a negative Adjustment Amount.

For purposes of determining the Adjustment Amounts for the Market Area and the Field Area for years subsequent to the initial year of the electric compression power PRA, the Adjustment Amount for the prior year is first added to the actual Market Area or Field Area Electric Compression Power Costs for the prior year. To determine the Adjustment Amount for any subsequent year, the cumulative balance of any Market Area or Field Area Electric Compression Power Costs collected will be compared to the actual cumulative balance of the Market Area and Field Area Electric Compression Power Costs, plus any applicable interest, determined in accordance with Section 154.501(d) of the Commission's Regulations. Northern shall maintain a separate subaccount (Account No. 182.3 or 254) for purposes of tracking the differences between its actual Electric Compression Power Costs and its actual collections under this PRA. For purposes of this PRA, any refunds or surcharges related to these Electric Compression Power Costs shall be accounted for in the period in which Northern receives such refund or pays such surcharge.

6. PRA Filing. On February 1 Northern will file annually to change the Market Area and Field Area electric compression commodity rates effective each April 1, in accordance with this Section 53B, together with supporting documentation. Such documentation shall include identification of the electric powered compression covered by this PRA and the Electric Compression Power Costs for each such compressor. If Northern seeks recovery of any Electric Compression Power Costs from billings that Northern has allocated among various facilities, including electric powered compression, Northern shall identify and support its allocation method.

54. DISCOUNTING

A. ORDER OF DISCOUNTING

Subject to the tariff limitations pursuant to the applicable minimum and maximum rates, the discounting of rates shall be done in the following order:

1. Base Tariff rate.

2. Carlton Surcharge, as provided in Section 29(c)4 of these General Terms and Conditions.

B. TYPES OF DISCOUNTS

From time to time Shipper and Northern may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Northern may provide a specific discounted rate:

(1) to certain specified quantities under the Service Agreement;
(2) if specified quantity levels are actually achieved or with respect to quantities below a specified level;
(3) to production reserves committed by the Shipper;
(4) during specified time periods;
(5) to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas; or
(6) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported);
(7) to provide that if one rate component which was equal to or within the applicable maximum and minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Northern's maximum rates and/or minimum rates, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to the rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable; or
(8) based on a formula including, but not limited to, published index prices for specific receipt or delivery points or other agreed-upon pricing reference points for price determination. Any service agreement containing such a discount will identify what rate component (i.e. reservation charge or usage charge or both) is discounted and any formula will produce a reservation rate per unit of contract demand.
(9) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the maximum rate for a separate service provided under another rate schedule.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

55. OFF-SYSTEM SERVICES

From time to time, Northern may enter into transportation and/or storage agreements with other upstream or downstream third party entities. In the event that Northern acquires capacity on a third party entity, Northern will use such capacity for operational reasons or to render service to Shippers on the acquired capacity pursuant to Northern's FERC Gas Tariff and subject to Northern's approved rates, as such tariff and rates may change from time to time. For use of the capacity which Northern has acquired on third party facilities, the "shipper must hold title" requirement is waived on the acquired capacity.

56. SEGMENTATION OF CAPACITY

Segmentation may be accomplished in Northern's Market and Field Areas by submitting a request in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

A. MARKET AREA

1. A Shipper utilizing firm transportation service under Rate Schedules included in Northern's F.E.R.C. Gas Tariff may request, subject to the limitations set forth below, to segment its Market Area contractual firm entitlement into two segments as follows:

   a. A Segmentation Point shall be established for Market Area capacity and shall be the Market Area Segmentation Point and Market Area Segmentation Deferred Delivery Point. These segmentation points are only valid for nominations on the segmented contracts. A Shipper's segmented entitlement will be separated into two separate service agreements, one for the Access Segment and another for the Delivery Segment.

   b. Access Segment: The "Access Segment" shall be from the Shipper's Primary Receipt Point, excluding non-physical pooling points, to the applicable Segmentation Point. The Access Segment MDQ shall be limited to the available MDQ in the Shipper's service agreement. Alternate physical receipt points shall be available within MID 17. The Access Segment shall use the applicable Segmentation Point as its delivery point. Volumes delivered to the Segmentation Point shall not be subject to otherwise-applicable commodity rates or mainline fuel charges.

   c. Delivery Segment: The "Delivery Segment" shall be from the Market Area Segmentation Point to the Shipper's Primary Delivery Point. The Delivery Segment shall be limited to the available MDQ in the Shipper's Service Agreement, and shall be subject to all applicable transportation rates and charges provided thereunder. The Delivery Segment shall use the Market Area Segmentation Point as its receipt point.

2. All nominations for both the Access and Delivery Segments must be balanced at the Market Area Segmentation Point during each nomination cycle. Shipper may exercise virtual segmentation rights for its own use by making a nomination to utilize the Market Area Segmentation Point; or by posting and releasing capacity pursuant to the terms of Section 47 of the GENERAL TERMS AND CONDITIONS. Segmented firm service agreements shall be treated as all other firm agreements under this Tariff for purposes of nominations and scheduling, except that deliveries to and receipts from the Market Area Segmentation Points shall have an alternate scheduling priority.

56. SEGMENTATION OF CAPACITY

Segmentation may be accomplished in Northern's Market and Field Areas by submitting a written request in accordance with Section 26, "Requests for Throughput Service" and Section 27, "Information Required for a Valid Request" of the GENERAL TERMS AND CONDITIONS of this tariff.

A. MARKET AREA

1. A Shipper utilizing firm transportation service under Rate Schedules included in Northern's F.E.R.C. Gas Tariff may request, subject to the limitations set forth below, to segment its Market Area contractual firm entitlement into two segments as follows:

   a. A Segmentation Pooling Point shall be established for Market Area capacity and shall be the MID 17 Segmentation Pooling Point. A Shipper's segmented entitlement will be separated into two separate service agreements, one for the Access Segment and another for the Delivery Segment.

   b. Access Segment: The "Access Segment" shall be from the Shipper's Primary Receipt Point, excluding non-physical pooling points, to the applicable Segmentation Pooling Point. The Access Segment MDQ shall be limited to the available MDQ in the Shipper's service agreement. Alternate receipt points shall be available within MID 17. The Access Segment shall use the applicable Segmentation Pooling Point as its delivery point. Volumes delivered to the Segmentation Pooling Point shall not be subject to otherwise-applicable commodity rates or mainline fuel charges.

   c. Delivery Segment: The "Delivery Segment" shall be from the MID 17 Segmentation Pooling Point to the Shipper's Primary Delivery Point. The Delivery Segment shall be limited to the available MDQ in the Shipper's Service Agreement, and shall be subject to all applicable transportation rates and charges provided thereunder. The Delivery Segment shall use the MID 17 Segmentation Pooling Point as its receipt point.

2. All nominations for both the Access and Delivery Segments must be balanced at the MID 17 Segmentation Pooling Point during each nomination cycle. Shipper may exercise virtual segmentation rights for its own use by making a nomination to utilize the MID 17 Segmentation Pooling Point; or by posting and releasing capacity pursuant to the terms of Section 47 of the GENERAL TERMS AND CONDITIONS. Segmented firm service agreements shall be treated as all other firm agreements under this tariff for purposes of nominations and scheduling, except that deliveries to and receipts from the MID 17 Segmentation Pooling Points shall have an alternate scheduling priority.

B. FIELD AREA -

A Shipper utilizing firm transportation service under TF and TFX Rate Schedules included in Northern's F.E.R.C. Gas Tariff may, subject to the limitations set forth below, segment its Field Area contractual firm entitlement.

1. Northern shall grant Field Area segmentation if the criteria listed below are met. If the Field Area segmentation involves the release of capacity, the requirements of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff must be satisfied.

2. General Criteria for Segmentation in Northern's Field Area. The following criteria for segmentation have been established to ensure that segmentation is provided to the greatest extent possible without detriment to, or degradation of, any Shipper's service.

   a. The boundary between MID 7 and MID 8, hereinafter referred to as the MID 7B Segmentation Point, shall be established for purposes of Field Area segmentation. An associated MID 7B Segmentation Point Deferred Delivery location shall also be established.

   b. Field Area segmentation will be permitted as long as the Shipper's existing contract has a primary receipt point located south of the MID 7B Segmentation Point and a primary delivery point located north of the MID 7B Segmentation Point (or vice-versa).

   c. The segmented MDQ shall be limited to the available MDQ on the Shipper's service agreement. The Shipper will retain its existing contract, and the same MDQ assigned to both the Shipper's primary receipt point(s) south of the MID 7B Segmentation Point and the primary delivery point(s) north of the MID 7B Segmentation Point will be available to the Shipper in both the south and north segments, respectively. Shipper nominations that are at or below the MDQ in the segment will be scheduled on a primary or alternate basis. Shipper nominations that exceed the MDQ in the segment will be scheduled on an interruptible basis. Furthermore, nominations within the segment that are scheduled on an alternate basis will be designated as Alternate 1 (for nominations within the path) or Alternate 2 (for nominations outside the path).

   d. Shipper may realign primary receipt or delivery point(s), subject to capacity availability, other than the MID 7B Segmentation Point. This includes segmented contracts acquired under capacity release.

   e. To the extent it is operationally feasible and subject to subpart 2(d), a segmented transaction consisting of a backhaul and a forwardhaul nominated to the same point will be permitted to the extent capacity is available at the delivery point. The forwardhaul and backhaul delivered to the same point can exceed the MDQ of the original agreement.

   f. All original contract provisions regarding rates apply to the segmented contracts. The reservation charge will be billed on the contract(s) as agreed to by Northern and the Shipper. The commodity rates and fuel use and unaccounted for will be billed on the contracts that have been nominated during the month.

   g. If a contract segment is released, Northern's capacity release tariff provisions will apply, including all provisions for rates and billing.

B. FIELD AREA -

A Shipper utilizing firm transportation service under TF and TFX Rate Schedules included in Northern's F.E.R.C. Gas Tariff may request, subject to the limitations set forth below, to segment its Field Area contractual firm entitlement, excluding receipt and delivery points located in the Bushton Universe. For this Section 56, the Bushton Universe is defined as all receipts of gas that can physically flow through the Bushton Plant and all delivery points located on the pipeline that are physically upstream of the Bushton Plant. Such gas is subject to processing either pursuant to individual processing agreements or Northern's Strangers' Gas Processing Agreement as provided in Section 44 of the GENERAL TERMS AND CONDITIONS. Segmentation requests must be made no less than 20 days prior to the day on which Shipper desires the segmentation to be effective. Provided, however, Northern shall use reasonable efforts to accommodate Shipper if a request for segmentation is made less than 20 days before the desired effective date.

1. Northern shall grant Field Area segmentation requests if the criteria listed below are met. If the Field Area segmentation request involves the release of capacity, the requirements of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff must be satisfied.

2. General Criteria for Segmentation in Northern's Field Area. To maintain the integrity and reliability of Northern's operationally complex Field Area transmission system, the following criteria for segmentation have been established to ensure that segmentation is provided to the greatest extent possible without detriment to, or degradation of, any Shipper's service.

   a. At a minimum, the point of receipt or the point of delivery on each segmented contract must be the same as Shipper's primary receipt or primary delivery point on its currently effective service agreement.

   b. Field Area segmentation capacity shall be limited to the available MDQ in the Shipper's service agreement.

   c. Segmented points must be physical points on Northern's system (i.e., pooling points cannot be segmented).

   d. Segmentation is permitted in any direction of flow; however, segmentation requests for flow that is opposite to the primary receipt-to-delivery contract path must first request to realign the existing primary receipt and delivery point to provide for the change in direction of flow.

   e. Segmentation is subject to the availability of capacity and existing contractual obligations, including those relying on displacement of capacity, at and between the new points of receipt and/or delivery established as a result of segmentation.

   f. The thermal content of Field Area segmented points must be no less than the thermal content of gas received at the primary points(s) of receipt under the Shipper's Throughput Service Agreement for segments downstream of the Bushton Plant.

B. FIELD AREA -

A Shipper utilizing firm transportation service under TF and TFX Rate Schedules included in Northern's F.E.R.C. Gas Tariff may, subject to the limitations set forth below, segment its Field Area contractual firm entitlement.

1. Northern shall grant Field Area segmentation if the criteria listed below are met. If the Field Area segmentation involves the release of capacity, the requirements of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff must be satisfied.

2. General Criteria for Segmentation in Northern's Field Area. The following criteria for segmentation have been established to ensure that segmentation is provided to the greatest extent possible without detriment to, or degradation of, any Shipper's service.

   a. The boundary between MID 7 and MID 8, hereinafter referred to as the MID 7B Segmentation Point, shall be established for purposes of Field Area segmentation. An associated MID 7B Segmentation Point Deferred Delivery location shall also be established.

   b. Field Area segmentation will be permitted as long as the Shipper's existing contract has a primary receipt point located south of the MID 7B Segmentation Point and a primary delivery point located north of the MID 7B Segmentation Point (or vice-versa).

   c. The Shipper will retain its existing contract, and the same MDQ assigned to both the Shipper's primary receipt point(s) south of the MID 7B Segmentation Point and the primary delivery point(s) north of the MID 7B Segmentation Point will be available to the Shipper in both the south and north segments, respectively. Shipper nominations that are at or below the MDQ in the segment will be scheduled on a primary or alternate basis. Shipper nominations that exceed the MDQ in the segment will be scheduled on an interruptible basis. Furthermore, nominations within the segment that are scheduled on an alternate basis will be designated as Alternate 1 (for nominations within the path) or Alternate 2 (for nominations outside the path).

   d. To the extent it is operationally feasible and subject to subpart 2(d), a segmented transaction consisting of a backhaul and a forwardhaul nominated to the same point will be permitted to the extent capacity is available at the delivery point. The forwardhaul and backhaul delivered to the same point can exceed the MDQ of the original agreement.

   e. All original contract provisions regarding rates apply to the segmented contracts. The reservation charge will be billed on the contract(s) as agreed to by Northern and the Shipper. The commodity rates and fuel use and unaccounted for will be billed on the contracts that have been nominated during the month.

   f. If a contract segment is released, Northern's capacity release tariff provisions will apply, including all provisions for rates and billing.

Sheet No. 305B is Reserved for Future Use

3. Implementation of Segmentation in the Field Area. The following contracting and allocation of capacity provisions are required to accommodate Field Area segmented transactions in keeping with the criteria enumerated above.

   a. In the event Shipper has a Field Area TF or TFX Throughput Service agreement with multiple primary receipts and delivery points, Shipper must first amend its original agreement to provide for multiple agreements containing either only one primary receipt point and/or one primary delivery point. The sum of the MDQs of the primary receipt and delivery points on these agreements must equal the MDQ of primary receipt and delivery points of the currently effective service agreement. Shipper may then further amend these agreements to provide for a segmented agreement.

   b. A Shipper nominating under a segmented agreement may only nominate points of receipt and delivery on its segmented agreement.

   c. Field Area segmented capacity shall have an alternate scheduling priority, that is, after primary point capacity and before interruptible point capacity. Such segmented capacity shall be allocated on a pro rata basis with other alternate point nominations. However, Shippers nominating the primary points on a segmented agreement will maintain their primary point scheduling priority at those points.

   d. If the Shipper's nominations on a Field Area segmented agreement exceed the capacity on such agreement, then the amount nominated above such capacity will be nominated on an interruptible basis.

   e. The segmented agreement with the primary delivery point will be billed the contractual reservation charges and reservation surcharges under the original agreement. Commodity charges, commodity surcharges and fuel and unaccounted for will be assessed on the agreement on which the volumes are scheduled. The segmented agreement with the primary receipt point will be billed only commodity changes, commodity surcharges, and fuel and unaccounted for, as appropriate.

   f. To the extent it is operationally feasible, a segmented transaction consisting of a backhaul and a forwardhaul to the same point may be permitted to the extent capacity is available at the delivery point. Such transactions would be scheduled on an alternate basis.

4. After approval, the right to segment in Northern's Field Area can only be suspended under the following circumstances:

   a. A system operational concern requiring an SOL/SUL/Critical Day notice affecting the segmented transaction (the suspension would be for the term of the SOL/SUL/Critical Day).

   b. Changed Field Area capacity demands on the system that would impair the ability to continue the segmented transaction. Such changes could be the result of facility changes, incremental firm contract requirements, changes to other operational criteria such as gas quality or necessary receipt/delivery pressures.

   Northern will provide the Field Area segmenting Shipper at least a 10-day notice in advance of a suspension of segmentation. However, for the suspensions required for SOL/SUL/Critical Day periods, the notice period will be the same as required for SOL/SUL/Critical Days.

C. Control of Segmentation. In addition to the criteria established in this Section 56, Northern reserves the right at any time to control or restrict segmentation when, in Northern's sole discretion, such segmentation would result in a degradation of service or pose a threat to the sound operation of Northern's system. Such control or restriction may be necessary to ensure that critically sourced gas is available when and where it is needed during times of normal, as well as critical, operations. Such control will be exerted through the issuance of SOL/SUL/Critical Day notices.

57. PENALTY AND DDVC REVENUE CREDITING MECHANISM

1. Crediting Mechanism

a. In March of each year, Northern will credit all penalty and DDVC revenues collected that exceed the representative level of penalty revenue reflected in the design of the currently effective base tariff rates, including interest per the Commission's regulations, during the prior contract year (November through October) to shippers as described below. Northern will add the credit to shippers' April invoices. If a shipper is no longer a customer of Northern, then the shipper will receive payment by check. Northern will not issue a check for shipper credits totaling less than $50 for the year.

2. Allocation Method

a. Daily Delivery Variance Charges and Curtailment Penalty. DDVC charges (positive, negative, punitive & critical) collected pursuant to Section 48, penalties collected pursuant to Section 19.A.2, and Section 19.A.5 of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible shippers as follows: Shippers who are subject to daily delivery variance charges (Shippers who take the swing at delivery points on Northern's system) will receive an allocated portion of the DDVC dollars collected. Northern will prorate the DDVC dollars based on a weighted value equal to the total annual scheduled volume at the delivery points that are subject to DDVCs where each shipper takes the swing, multiplied by a percent equal to 100% minus the percent of the total DDVC dollars paid by each shipper for the year. Volumes at pooling points and points subject to Operator Balancing Agreements are not subject to DDVCs.

b. Receipt Point and Supply Shortfall and Excess Penalties. Receipt Point and Supply Shortfall and Excess penalties collected pursuant to Section 31 of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible shippers as follows: Shippers that operate contiguous, onshore receipt points that do not have an Operator Balancing Agreement (OBA) will receive a credit. Northern will prorate the receipt point penalty dollars based on a weighted value equal to the total annual scheduled volume at the receipt points operated by the shipper, multiplied by a percent equal to 100% minus the percent of the total receipt point and supply shortfall penalty dollars paid by each shipper.

c. Carlton Penalty. Penalties collected pursuant to Section 29(c) of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to Carlton Sourcers as follows: each will receive an allocated portion of the Carlton Penalty dollars collected. Northern will prorate the Carlton Penalty dollars based on a weighting value equal to the total Carlton Resolution flow obligation of the Carlton Resolution shipper multiplied by a percentage equal to 100% minus the percent of the total Carlton Resolution penalty dollars paid by the shipper for the year.

d. Unauthorized Gas. The value of unauthorized gas remaining in Northern's system will be credited to firm and interruptible shippers in accordance with the following:

i. The value of unauthorized gas remaining in Northern's system under Section 34 of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible shippers, prorated according to each shipper's total deliveries for the month in which the gas was determined to be Unauthorized Gas.

ii. The value of gas invoiced to the shipper in excess of 100% of the index price, or the value of the gas remaining in Northern's system under Section 9 of the PDD Rate Schedule and Sections 4 (paragraph c) and 5 of the IDD Rate Schedule will be credited to firm deferred delivery shippers, according to each FDD shipper's total cycle quantity.

iii. The value of unauthorized gas remaining in Northern's system will be determined by multiplying the applicable Monthly Index Price (MIP), as set forth in Section 32.C., for the applicable month, by the total quantity of gas remaining in the system.

e. PDD Rollover Charge. Rollover Charges collected pursuant to Rate Schedule PDD will be credited to the preferred deferred delivery shippers according to each PDD shipper's

total cycle quantity.

57. PENALTY AND DDVC REVENUE CREDITING MECHANISM

1. Crediting Mechanism

a. In March of each year, Northern will credit all penalty and DDVC revenues collected that exceed the representative level of penalty revenue reflected in the design of the currently effective base tariff rates, including interest per the Commission's regulations, during the prior contract year (November through October) to shippers as described below. Northern will add the credit to shippers' April invoices. If a shipper is no longer a customer of Northern, then the shipper will receive payment by check. Northern will not issue a check for shipper credits totaling less than $50 for the year.

2. Allocation Method

a. Daily Delivery Variance Charges and Curtailment Penalty. DDVC charges (positive, negative, punitive & critical) collected pursuant to Section 48 and penalties collected pursuant to Section 19.A.2. of the GENERAL TERMS AND CONDITIONS of this tariff will be credited to firm and interruptible shippers as follows: Shippers who are subject to daily delivery variance charges (Shippers who take the swing at delivery points on Northern's system) will receive an allocated portion of the DDVC dollars collected. Northern will prorate the DDVC dollars based on a weighted value equal to the total annual scheduled volume at the delivery points where each shipper takes the swing, multiplied by a percent equal to 100% minus the percent of the total DDVC dollars paid by each shipper for the year.

b. Receipt Point and Supply Shortfall and Excess Penalties. Receipt Point and Supply Shortfall and Excess penalties collected pursuant to Section 31 of the GENERAL TERMS AND CONDITIONS of this tariff will be credited to firm and interruptible shippers as follows: Shippers that operate contiguous, onshore receipt points that do not have an Operator Balancing Agreement (OBA) will receive a credit. Northern will prorate the receipt point penalty dollars based on a weighted value equal to the total annual scheduled volume at the receipt points operated by the shipper, multiplied by a percent equal to 100% minus the percent of the total receipt point and supply shortfall penalty dollars paid by each shipper.

c. Carlton Penalty. Penalties collected pursuant to Section 29(c) of the GENERAL TERMS AND CONDITIONS of this tariff will be credited to firm and interruptible shippers as follows: All Market Area shippers will share any Carlton penalty dollars, prorated according to each shipper's total Market Area deliveries for the month in which the penalty was incurred.

d. Unauthorized Gas. The value of unauthorized gas remaining in Northern's system will be credited to firm and interruptible shippers in accordance with the following:

i. The value of unauthorized gas remaining in Northern's system under Section 34 of the GENERAL TERMS AND CONDITIONS of the tariff will be credited to firm and interruptible shippers, prorated according to each shipper's total deliveries for the month in which the gas was determined to be Unauthorized Gas.

ii. The value of gas invoiced to the shipper in excess of 100% of the index price, or the value of the gas remaining in Northern's system under Section 9 of the PDD Rate Schedule and Section 5 of the IDD Rate Schedule will be credited to firm deferred delivery shippers, according to each FDD shipper's total cycle quantity.

iii. The value of unauthorized gas remaining in Northern's system will be determined by multiplying the applicable Monthly Index Price (MIP), as set forth in Section 32.C., for the applicable month, by the total quantity of gas remaining in the system.

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58. CROSS-REFERENCE FOR TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

See actual tariff sheet referenced for entire provision.

Tariff Sheet No(s).	Rate Schedule/General Terms & Conditions	Provision
101, 116	TF, TFX	Subject to the terms of this paragraph, a Shipper may select the full requirements option...
104, 119, 125C, 127, 142, 167	TF, TFX, LFT, GS-T, FDD, CS-1	Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.
104, 119, 142	TF, TFX, FDD	Northern and Shipper may agree to include ROFR rights...
105, 119, 142	TF, TFX, FDD	Northern and Shipper may agree to reduction rights...
110, 125, 125F 133	TF, TFX, LFT, TI	Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory...
115	TF	...daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis...unless Northern and Shipper agree in writing to a different allocation...
125A	LFT	Unless otherwise mutually agreed, Northern will notify shippers 26 hours prior to a Limited Day...
135	FDD	Unless otherwise mutually agreed, Shipper shall not be allowed to change between options within a cycle year, and Shipper must maintain the same max FDD Account Balance and the same Max Daily Withdrawal Storage Quantity.
138	FDD	If operationally feasible, Northern may agree to retain any quantities remaining in the FDD account after the withdrawal period for a subsequent period.
141, 142C, 147	FDD/PDD/IDD	When the Ogden storage point is used, the shipper must use the same type of service to transport to and from the storage point, unless agreed to otherwise by Northern...
142A	PDD	...Northern may, on a not unduly discriminatory basis, agree with the Shipper on a termination fee...

See actual tariff sheet referenced for entire provision.

Tariff Sheet No(s).	Rate Schedule/General Terms & Conditions	Provision
151	SF	Purchaser may elect to use Northern as agent..to perform functions mutually agreed to.
212	GTC	Upon request, Northern will offer to negotiate with a Delivery Point Operator, on a not unduly discriminatory basis, how Northern will manage the quality of gas delivered to the Delivery Point Operator...
226	GTC	Unless Northern and Shipper mutually agree to limit hourly takes to less than 6.3% for incremental entitlement,...
226	GTC	In the Field Area, Northern and Shipper may mutually agree to hourly takes of 4.16% of the new or extended entitlement at the delivery point,...
264	GTC	Contract flow orders...
275	GTC	Unless otherwise mutually agreed to, delivery of natural gas...shall be at such varying pressures as may exist...
288	GTC	Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit...
297	GTC	A Shipper may agree to waive its ROFR at any time...
297	GTC	The ROFR will not be applicable...

Sheet Nos. 310 through 399 are Reserved for Future Use

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX, LFT, & GS-T Rate Schedules)
[Attach applicable Appendices]

Date: _____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX, LFT, & GS-T Rate Schedules)
[Attach applicable Appendices]

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No.: _____

Term: From_____ to _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

_____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:	Payments to Designated Depository:
Northern Natural Gas Company	Northern Natural Gas Company
[Information]	[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX, LFT, & GS-T Rate Schedules)
[Attach applicable Appendices]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
Fax No.:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.:_____
Amendment No.:_____ [if applicable]

Appendix A
Firm Throughput Service Agreement
TF Rate Schedule

Shipper:_____

Term:_____through_____

Contract Volumes (Dth):

_____

	[Volume]				
FIELD	_____	[Month From]	_____	[Month To]	_____
	_____	[Month From]	_____	[Month To]	_____
MARKET	_____	[Month From]	_____	[Month To]	_____

_____

Maximum Daily Quantities (Dth):
_____

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12B	_____	_____
TF12V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
			_____	_____	.....	_____
		Total Receipts				
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
			_____	_____	.....	_____
		Total Deliveries				

Contract No.:_____
Request No.:_____
Amendment No.:_____

Appendix A
Firm Throughput Service Agreement
TF Rate Schedule

Shipper:_____

Term:_____

Contract Volumes (Dth):

MARKET	_____	Month From	_____	Month To	_____
	_____	Month From	_____	Month To	_____
FIELD	_____	Month From	_____	Month To	_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TF12 B	_____	_____
TF12 V	_____	_____
TF5	_____	_____
TFF	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH)

R/D TYPE	POI # 1/(MIDS)	Point Description	Jan	Feb		Dec
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
			_____	_____	.....	_____
		Total Receipts				
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
			_____	_____	.....	_____
		Total Deliveries				

1/ [WHERE APPLICABLE] PURSUANT TO THE GLOBAL SETTLEMENT, SHIPPER MAY NOT AMEND ITS PRIMARY DELIVERY POINT UNDER TFF SERVICE FOR THE TERM OF THE TF SERVICE AGREEMENT. THE SOLE DELIVERY POINT FOR ALL TFF SERVICE IS F/M DEMARCATION. HOWEVER, TO FACILITATE NOMINATIONS, THE TFF SHIPPER MAY NOMINATE DIRECTLY TO THE ULTIMATE DELIVERY POINT AND NEED NOT NOMINATE THE INTERMEDIATE DELIVERY AND RECEIPT AT F/M DEMARCATION.

Page ____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.: _____
Amendment No.:_____[if applicable]

Appendix B [or B-1]
Firm Throughput Service Agreement
[insert proper rate schedule] Rate Schedule
(TF, TFX, LFT, & GS-T Rate Schedules)

Delivery Point Listing

Shipper:_____

Term:_____through_____

DELIVERY POINT DESCRIPTION: [organized by Zone and/or Master Meter]

		MAXIMUM VOLUMES (DTH)			
POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]		Dec (Volume)
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)	_____	_____	.....	_____

Page ____of_____

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP07-330-000

Fourth Revised Sheet No. 402 Fourth Revised Sheet No. 402 : Pending
Superseding: Third Revised Sheet No. 402

Contract No.:_____
Request No.: _____
Amendment No.:_____[if applicable]

Appendix B
Throughput Service Agreement
[insert proper rate schedule] Rate Schedule
(TF, TFX, LFT, & GS-T Rate Schedules)

Delivery Point Listing

Shipper:_____

Term:_____

DELIVERY POINT DESCRIPTION:

		MAXIMUM VOLUMES (DTH)			
POI#	Delivery Points Served	Jan	Feb		Dec
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)	_____	_____	.....	_____

Page ____of_____

[WHERE APPLICABLE]

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Northern Natural Gas Company
Amendment to [insert proper rate schedule] [Throughput, as applicable] Service Agreement
(TF, TFX, LFT, GS-T, CS-1, TI, SMS, MPS, IDD, PDD, & FDD Rate Schedules)

Shipper Name: _____ Date:_____

Contract No.: _____ (Agreement)

[If applicable] Amendment No.:_____

[When applicable - Related Segmented Firm Throughput Service Agreement Contract Nos.:_____
(Insert Applicable Contract No. References) _____ _____ _____ _____]

The above-referenced Agreement is amended [if applicable, for the period [insert amendment start date] through [insert amendment end date] as follows:

or

[If applicable; for background purposes - not to include binding consideration] Whereas clauses as necessary. [If Whereas Clause] NOW THEREFORE, the Agreement is amended [[if applicable] for the period [insert amendment start date] through [insert amendment end date]] as follows:

[If applicable] This Amendment supersedes {insert amendment(s) or agreement(s) or that all amendments or agreements are being superseded}.

[Applicable paragraphs not necessarily in this order.]

1. [If applicable - rate and/or surcharge provisions] (may be in multiple paragraphs)

2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]

3. [If applicable - Information related to miscellaneous amendments such as changes to the shipper name, subpart, notice information, and/or replacing or deleting provisions]

4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP07-330-000

Sixth Revised Sheet No. 403 Sixth Revised Sheet No. 403 : Pending
Superseding: Fifth Revised Sheet No. 403

[WHERE APPLICABLE]

NORTHERN NATURAL GAS COMPANY
Amendment to [insert proper rate schedule] Service Agreement
(TF, TFX, LFT, GS-T, TI, SMS, MPS, IDD, PDD, & FDD Rate Schedules)

Shipper Name: _____ Date:_____

Contract No.: _____ (Agreement)

[If applicable] Amendment No.:_____

[When applicable - Related Segmented Firm Throughput Service Agreement Contract Nos.:_____
(Insert Applicable Contract No. References) _____ _____ _____ _____]

The above-referenced Agreement is amended [if applicable, for the period [insert amendment start date] through [insert amendment end date] as follows:

or

[If applicable; for background purposes - not to include binding consideration] Whereas clauses as necessary. [If Whereas Clause] NOW THEREFORE, the Agreement is amended [[if applicable] for the period [insert amendment start date] through [insert amendment end date]] as follows:

[If applicable] This Amendment supersedes {insert amendment(s) or agreement(s) or that all amendments or agreements are being superseded}.

Applicable paragraphs not necessarily in this order.

1. [rate provisions]

2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]

3. [If applicable] In addition to the above rates, Shipper shall pay [include applicable surcharges or all FERC approved] surcharges applicable to service hereunder as of the effective date of this amendment [and any other surcharge(s) which are made effective after the effective date of this amendment and applicable to the service provided hereunder].

4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

7. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] TF12 Base/Variable Restatement

1. Pursuant to Northern's FERC Gas Tariff, Fifth Revised Volume No. 1, Rate Schedule TF, Section 8, Sheet Nos. 114 and 115, Shipper's MDQ for TF12 Base entitlement and TF12 Variable entitlement have been adjusted in accordance with the Appendix "A" attached hereto.

2. Shipper represents that the volumes that were delivered to Shipper's FDD, PDD or IDD Service Agreement(s) during the summer period are or will be ultimately delivered to the Shipper's Town Border Stations or delivery points under this Agreement.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

1. Effective from _____ to _____, the MDQ of the Agreement is reduced from

   _____ to _____.

[FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

The effective date of this Amendment is _____.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY	[SHIPPER NAME]
By:	By:
Title:	Title:
Date:	Date:

[WHERE APPLICABLE]

NORTHERN NATURAL GAS COMPANY
Amendment to [insert proper rate schedule] Service Agreement
(TF, TFX, LFT, GS-T, TI, MPS, SMS, IDD, PDD, & FDD Rate Schedules)

7. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] TF12 Base/Variable Restatement

1. Pursuant to Northern's FERC Gas Tariff, Fifth Revised Volume No. 1, Rate Schedule TF, Section 8, Sheet Nos. 114 and 115, Shipper's MDQ for TF12 Base entitlement and TF12 Variable entitlement have been adjusted in accordance with the Appendix "A" attached hereto.

2. Shipper represents that the volumes that were delivered to Shipper's FDD, PDD or IDD Service Agreement(s) during the summer period are or will be ultimately delivered to the Shipper's Town Border Stations or delivery points under this Agreement.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

1. Effective from _____ to _____, the MDQ of the Agreement is reduced from

   _____ to _____.

[FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

The effective date of this Amendment is _____.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY	SHIPPER NAME
By:	By:
Title: Vice President of Marketing	Title:
Date:	Date:

Effective Date: 02/21/2009 Status: Effective
FERC Docket: RP09-232-000

Fourth Revised Sheet No. 404 Fourth Revised Sheet No. 404
Superseding: Third Revised Sheet No. 404

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.:_____
Amendment No.:_____ [if applicable]

Appendix A
Firm Throughput Service Agreemnet
[insert proper rate schedule] Rate Schedule
[TFX, LFT, & GS-T Rate Schedules]

Shipper: _____

Term: _____through_____

Contract Volumes (Dth):

_____

[Volume]

FIELD _____ [Month From] _____ [Month To]_____
MARKET _____ [Month From] _____ [Month To]_____

_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[LFT - ONLY Maximum Number of Limited Days:_____]

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

R/D	POI #/MIDS	Point Description	Jan	Feb		Dec
			[VOLUME]	[VOLUME]		[VOLUME]
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts				
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries				

Page___of_____

Contract No.:_____
Request No.:_____
Amendment No.:_____ [if applicable]

Appendix A
Firm Throughput Service Agreemnet
[insert proper rate schedule] Rate Schedule
[TFX, LFT, & GS-T Rate Schedules]

Shipper: _____

Term: _____

Contract Volumes (Dth):

MARKET AREA [Month From]_____[Month To]_____
FIELD AREA [Month From]_____[Month To]_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[LFT - ONLY Maximum Number of Limited Days:_____]

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH)

R/D TYPE	POI # (MIDS)	Point Description	Jan [VOLUME]	Feb [VOLUME]	.....	Dec [VOLUME]
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts				
_____	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries				

Page___of_____

Sheet No. 405 is Reserved for Future Use

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Segmented Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF or TFX Rate Schedules)
[Attach applicable Appendices]

Date:_____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

[For Market Area Segmented Agreements, Access/Delivery, as applicable]
Contract No.: _____

Related (Insert Applicable References) Contract No. _____

Term: From_____ To _____

This Agreement is entered into as a result of Shipper's request to segment Contract No._____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing. The primary point(s) must be the same as the primary point(s) of the underlying base contract, except that [the primary receipt point shall be the MID 17 Segmentation Point (on a Delivery Segment contract) or the primary delivery point shall be the MID 17 Segmentation Point (on an Access Segment contract), as applicable]. The provisions of the underlying base contract are applicable to this Agreement unless otherwise agreed to by the parties in writing. The MDQ shall be limited to the available MDQ on the Shipper's base service agreement.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A. [Delivery Segment - and if necessary, Appendix B].

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Segmented Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF or TFX Rate Schedules)
[Attach applicable Appendices]

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

[For Market Area Segmented Agreements, Access/Delivery, as applicable]
Contract No.: _____

Related (Insert Applicable References) Contract No. _____

Term: From_____ To _____

This Agreement is entered into as a result of Shipper's request to segment Contract No._____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing. The primary point(s) must be the same as the primary point(s) of the underlying base contract, except that [the primary receipt point shall be the MID 17 Segmentation Point (on a Delivery Segment contract) or the primary delivery point shall be the MID 17 Segmentation Point (on an Access Segment contract), as applicable]. The provisions of the underlying base contract are applicable to this Agreement unless otherwise agreed to by the parties in writing. The MDQ shall be limited to the available MDQ on the Shipper's base service agreement.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A. [Delivery Segment - and if necessary, Appendix B].

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement including both segmented and un-segmented contract components, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

This Agreement [as amended] including both segmented and un-segmented contract components, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:	Payments to Designated Depository:
Northern Natural Gas Company	Northern Natural Gas Company
[Information]	[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Segmented Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF or TFX Rate Schedules)
[Attach applicable Appendices]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
Fax No.:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Fourth Revised Sheet No. 408 Fourth Revised Sheet No. 408
Superseding: Third Revised Sheet No. 408

(Placement on page, number of pages, format, capitalization and font my vary)

Contract No.:_____
Request No.:_____
Amendment No.: _____[if applicable]

Appendix A
Segmented Firm Throughput Service Agreement
TFX Rate Schedule

Shipper: _____

Term: _____through_____

Contract Volumes (Dth):

[Volume]

MARKET _____ [Month From] _____ [Month To] _____
[Month From] _____ [Month To] _____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan	Feb		Dec
			[VOLUME]	[VOLUME]		[VOLUME]
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts				
D	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....	_____
		TOTAL DELIVERIES	_____	_____		

DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan	Feb		Dec
			[VOLUME]	[VOLUME]		[VOLUME]
R	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....	_____
		Total Receipts				
_____	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		TOTAL DELIVERIES	_____	_____		

Contract No.:_____
Request No..:_____
Amendment No.: _____[if applicable]

Appendix A
Segmented Firm Throughput Service Agreement
TFX Rate Schedule

Shipper: _____

Term: _____

Contract Volumes (Dth):

MARKET AREA	[Month From]	_____	[Month To]	_____
FIELD AREA	[Month From]	_____	[Month To]	_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH)

ACCESS SEGMENT

R/D TYPE	POI # (MIDS)	Point Description	Jan [VOLUME]	Feb [VOLUME]		Dec [VOLUME]
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts				
D	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....	_____
		TOTAL DELIVERIES	_____	_____		

DELIVERY SEGMENT

R/D TYPE	POI # (MIDS)	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
_____	_____	_____	_____	_____	_____
R		MARKET AREA SEGMENTATION POINT			
		Total Receipts			
D					
D					
D					
		Total Deliveries			

Page___of_____

Second Revised Sheet No. 408A Second Revised Sheet No. 408A
Superseding: First Revised Sheet No. 408A

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.: _____
Amendment No.:_____ [if applicable]

Appendix B (or B-1)
Segmented Throughput Service Agreement [Applicable to Delivery Segment Only]
TFX Rate Schedule

Delivery Point(s) Listing

Shipper: _____

Term: _____through_____

DELIVERY POINT DESCRIPTION: (organized by Zone and/or Master Meter)

MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]	.....	Dec [Volume]
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)				

Page _____ of _____

First Revised Sheet No. 408A First Revised Sheet No. 408A : Pending
Superseding: Original Sheet No. 408A

Contract No.:_____
Request No..:_____
Amendment No.:_____ [if applicable]

Appendix B
Segmented Throughput Service Agreement [Applicable to Delivery Segment Only]
TFX Rate Schedule

_____Delivery Point(s) Listing

Shipper: _____

Term: _____

DELIVERY POINT DESCRIPTION:

MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan	Feb	.....	Dec
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)				

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.:_____
Amendment No.:_____ [if applicable]

Appendix A
Segmented Firm Throughput Service Agreement
TF Rate Schedule

Shipper:_____

Term:_____through_____

Contract Volumes (Dth):

MARKET	[Volume]	[Month From]	[Month To]
	_____	[Month From]_____	[Month To]_____
	_____	[Month From]_____	[Month To]_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12 B	_____	_____
TF12 V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]	.....	Dec [Volume]
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....	_____
		Total Deliveries	_____	_____		

DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
___	_____	_____	_____	_____		_____
		MARKET AREA SEGMENTATION POINT				
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries	_____	_____	.....	_____

Contract No.:_____
Request No.:_____
Amendment No.:_____[if applicable]

Appendix A
Segmented Firm Throughput Service Agreement
TF Rate Schedule

Shipper:_____

Term:_____

Contract Volumes (Dth):

MARKET	[Volume]		
	_____	[Month From]_____	[Month To]_____
	_____	[Month From]_____	[Month To]_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TF12 B	_____	_____
TF12 V	_____	_____
TF5	_____	_____
TFF	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH)

ACCESS SEGMENT

R/D TYPE	POI # (MIDS)	Point Description	Jan	Feb	.....	Dec
_____	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....	_____
		Total Deliveries	_____	_____		

DELIVERY SEGMENT

R/D TYPE	POI # (MIDS)	Point Description	Jan	Feb	.....	Dec
_____	_____	_____	_____	_____	.....	_____
		MARKET AREA SEGMENTATION POINT				
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries	_____	_____	.....	_____

Page ____of_____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.:_____
Amendment No.:_____ [if applicable]

Appendix B [or B-1]
Segmented Firm Throughput Service Agreement [Applicable to Delivery Segment Only)
TF Rate Schedule

Delivery Point(s) Listing

Shipper:_____

Term:_____through_____

DELIVERY POINT DESCRIPTION:

MAXIMUM VOLUMES (DTH) [organized by Zone and/or Master Meter]

POI#	Delivery Points Served	Jan	Feb	.....	Dec
		[Volume]	[Volume]		[Volume]
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)				

Page ____of_____

Contract No.:_____
Request No.:_____
Amendment No.:_____[if applicable]

Appendix B
Segmented Throughput Service Agreement [Applicable to Delivery Segment Only)
TF Rate Schedule

_____Delivery Point(s) Listing

Shipper:_____

Term:_____

DELIVERY POINT DESCRIPTION:

_____MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan	Feb	.....	Dec
_____	_____	_____	____	.....	_____
		_____	_____	.....	_____
		_____	_____	.....	_____
		_____	_____	.....	_____
Total(s)					

Page ____of_____

SHEET NOS. 410 THROUGH 425 ARE
RESERVED FOR FUTURE USE

Firm Throughput Service Agreement
Rate Schedule TFX

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No: _____

Term: From_____ To _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other: _____

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

APPENDIX A CR# _____

FIRM THROUGHPUT SERVICE AGREEMENT
TFX RATE SCHEDULE

SHIPPER:

	MARKET AREA	FIELD AREA
CONTRACT MDQ:	_____	_____

DATE: SUPERSEDES APPENDIX DATED:

MAXIMUM DAILY QUANTITIES:

	MARKET AREA	FIELD AREA
TFX	_____MMBTU PER DAY	_____MMBTU PER DAY

PART I.
RECEIPT AND DELIVERY POINT LEGAL DESCRIPTIONS AND VOLUMES

RP/DP TYPE	POI # (MIDS)	POINT DESCRIPTION	PERIOD
RP	_____	_____	_____
RP	_____	_____	_____
RP	_____	_____	_____
		TOTAL RECEIPTS	0
DP	_____	_____	_____
DP	_____	_____	_____
		TOTAL DELIVERIES	0

Limited Firm Throughput Service Agreement
Rate Schedule LFT

Shipper's Name and Address for Notices and Invoices: Date: _____
_____
_____
Attn:_____

E-Mail Address:_____

Address for Invoice (If different from above)
_____
_____

Attn:_____

Contract No: _____

Term: From_____ To _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other: _____

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Limited Firm Throughput Service Agreement
Rate Schedule LFT

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

E-Mail Address:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No: _____

Term: From_____ To _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other: _____

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

APPENDIX A CR# _____

FIRM THROUGHPUT SERVICE AGREEMENT
LFT RATE SCHEDULE

SHIPPER:

	MARKET AREA	FIELD AREA
CONTRACT MDQ:	_____	_____

DATE: SUPERSEDES APPENDIX DATED:

MAXIMUM DAILY QUANTITIES:

	MARKET AREA	FIELD AREA
LFT	_____MMBTU PER DAY	_____MMBTU PER DAY

MAXIMUM NUMBER OF LIMITED DAYS:_____

PART I.
RECEIPT AND DELIVERY POINT LEGAL DESCRIPTIONS AND VOLUMES

RP/DP TYPE	POI # (MIDS)	POINT DESCRIPTION	PERIOD
RP	_____	_____	_____
RP	_____	_____	_____
RP	_____	_____	_____
		TOTAL RECEIPTS	0
DP	_____	_____	_____
DP	_____	_____	_____
		TOTAL DELIVERIES	0

APPENDIX A CR# _____

FIRM THROUGHPUT SERVICE AGREEMENT
LFT RATE SCHEDULE

SHIPPER:

	MARKET AREA	FIELD AREA
CONTRACT MDQ:	_____	_____

DATE: SUPERSEDES APPENDIX DATED:

MAXIMUM DAILY QUANTITIES:

	MARKET AREA	FIELD AREA
LFT	_____MMBTU PER DAY	_____MMBTU PER DAY

MAXIMUM NUMBER OF LIMITED DAYS:_____

PART I.
RECEIPT AND DELIVERY POINT LEGAL DESCRIPTIONS AND VOLUMES

RP/DP TYPE	POI # (MIDS)	POINT DESCRIPTION	PERIOD
RP	_____	_____	_____
RP	_____	_____	_____
RP	_____	_____	_____
		TOTAL RECEIPTS	0
DP	_____	_____	_____
DP	_____	_____	_____
		TOTAL DELIVERIES	0

Sheet Nos. 416 through 423 are
Reserved for Future Use

Sheet Nos. 416 through 423 are
Reserved for Future Use

Firm Throughput Service Agreement
Rate Schedule GS-T

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No: _____

Term: From_____ To _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other: _____

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

APPENDIX A CR# _____

FIRM THROUGHPUT SERVICE AGREEMENT
GS-T RATE SCHEDULE

SHIPPER:

	MARKET AREA	FIELD AREA
CONTRACT MDQ:	_____	_____

DATE: SUPERSEDES APPENDIX DATED:

MAXIMUM DAILY QUANTITIES:

MARKET AREA	FIELD AREA
_____MMBTU PER DAY	_____MMBTU PER DAY

PART I.
RECEIPT AND DELIVERY POINT LEGAL DESCRIPTIONS AND VOLUMES

RP/DP TYPE	POI # (MIDS)	POINT DESCRIPTION	PERIOD
RP	_____	_____	_____
RP	_____	_____	_____
RP	_____	_____	_____
		TOTAL RECEIPTS	0
DP	_____	_____	_____
DP	_____	_____	_____
		TOTAL DELIVERIES	0

Sheet Nos. 426 through 430 are
Reserved for Future Use

FIRM THROUGHPUT SERVICE AGREEMENT
Rate Schedule GS-T
Page 4 of 6

SECTION 3. TERMINATION

3.1 Notwithstanding the "Term" set forth in paragraph 3 on the face of this Agreement, this Agreement shall terminate upon written notice by Northern to Shipper within forty-five (45) days from the effective date of this Agreement if Northern determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations; provided, however, Shipper shall have (5) work days from the date of the notice to correct the information to keep the agreement in effect.

3.2 Termination of this Agreement shall not relieve Northern and Shipper of the obligation to correct any volume imbalances hereunder or Shipper to pay money due hereunder to Northern.

SECTION 4. GENERAL

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule GS-T and the "GENERAL TERMS AND CONDITIONS" contained in Northern's FERC Gas Tariff, as may be revised from time to time.

4.2 Northern's Rate Schedule GS-T and the "GENERAL TERMS AND CONDITIONS" set forth in Northern's FERC Gas Tariff, as may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Northern may file and seek Commission approval under Section 4 of the Natural as Act ("NGA") at any time and from time to time to change any rates, charges or other provisions set forth in Rate Schedule GS-T and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

SECTION 5. NOTICES

5.1 Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States Mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on the face of this Agreement and to Northern when sent to the following:

Accounting Matters:	Northern Natural Gas Company P.O. Box 1188 Houston, Texas 77251-1188 ATTENTION: Customer Service
All Notices:	Northern Natural Gas Company P.O. Box 1188 Houston, Texas 77251-1188 ATTENTION: Customer Service
Payments:	Northern Natural Gas Company Citibank, N.A. 399 Park Avenue Account No. 4049-8026 New York, New York 10043

APPENDIX A CR# _____
PART I PAGE 1

FIRM THROUGHPUT SERVICE AGREEMENT
GS-T RATE SCHEDULE

SHIPPER:

	MARKET AREA	FIELD AREA
CONTRACT MDQ:	_____	_____

DATE: SUPERSEDES APPENDIX DATED:

MAXIMUM DAILY QUANTITIES:

	MARKET AREA	FIELD AREA
GS-T	_____MMBTU PER DAY	_____MMBTU PER DAY

PART I.
RECEIPT AND DELIVERY POINT LEGAL DESCRIPTIONS AND VOLUMES

RP/DP TYPE	POI # (MIDS)	POINT DESCRIPTION	PERIOD
RP	_____	_____	_____
RP	_____	_____	_____
RP	_____	_____	_____
		TOTAL RECEIPTS	0
DP	_____	_____	_____
DP	_____	_____	_____
		TOTAL DELIVERIES	0

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 8-005

First Revised Sheet No. 430 First Revised Sheet No. 430 : Effective
Superseding: Original Sheet No. 430

APPENDIX A
PART II

CR#_____

PAGE 1

FIRM THROUGHPUT SERVICE AGREEMENT
GS-T RATE SCHEDULE

RATES AND CHARGES

COMMODITY RATES:

RP POI (MID)	DP POI (MID)	GS-T RATE PER MMBTU	OVERRUN PER MMBTU	FUEL %	GRI
_____	_____			_____	___
_____	_____			_____	___
_____	_____			_____	___
_____	_____			_____	___
_____	_____			_____	___
_____	_____			_____	___

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Interruptible Throughput Service Agreement
Rate Schedule TI

Date:_____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contact No.:_____

Term: From_____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Maximum Daily Quantity: _____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Any valid delivery or receipt point on Northern's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule TI.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible on-behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Interruptible Throughput Service Agreement
Rate Schedule TI

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No.: _____

Term: From_____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Maximum Daily Quantity: _____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Any valid delivery or receipt point on Northern's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule TI.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible on-behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:	Payments to Designated Depository:
Northern Natural Gas Company	Northern Natural Gas Company
[Information]	[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Interruptible Throughput Service Agreement
Rate Schedule TI

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
FAX No._____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank:_____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

[Company
Logo]

POWERPAK ADDENDUM
TO
(TF/TFX/TI) THROUGHPUT SERVICE AGREEMENT

Related Throughput Service Agreement, Contract No. _____

Related Deferred Delivery Service Agreement, Contract No._____

[when applicable] Transaction No.:_____

Term: _____through_____

Unit Rate: _____/DTH. All rates will be set forth in the applicable service agreements for the term of the PowerPak option. The unit rate includes any applicable Annual Charge Adjustment. In addition, Shipper shall provide fuel use and unaccounted for in accordance with Northern's FERC Gas Tariff.

[If applicable] In order to receive the rate stated above, Shipper shall (i) deliver volumes on its Related Throughput Service Agreement from the receipt point(s) to the delivery point(s) listed in the Related Deferred Delivery Service Agreement, (ii) withdraw volumes on its Related Deferred Delivery Service Agreement, and (iii) transport the same volumes on its Related Throughput Service Agreement to the delivery point(s).

All other terms and conditions of the respective service agreements are applicable.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP07-330-000
Third Revised Sheet No. 432 Third Revised Sheet No. 432 : Pending
Superseding: Second Revised Sheet No. 432

POWERPAK ADDENDUM
TO
(TF/TFX/TI) THROUGHPUT SERVICE AGREEMENT

Related Throughput Service Agreement, Contract No. _____

Related Deferred Delivery Service Agreement, Contract No._____

[when applicable] Transaction No.:_____

Term: _____

Unit Rate: _____DTH. All rates will be set forth in the applicable service agreements for the term of the PowerPak option. The unit rate includes any applicable Annual Charge Adjustment. In addition, Shipper shall provide fuel use and unaccounted for in accordance with Northern's FERC Gas Tariff.

[If applicable] In order to receive the rate stated above, Shipper shall (i) deliver volumes on its Related Throughput Service Agreement from the receipt point(s) to the delivery point(s) listed in the Related Deferred Delivery Service Agreement, (ii) withdraw volumes on its Related Deferred Delivery Service Agreement, and (iii) transport the same volumes on its Related Throughput Service Agreement to the delivery point(s).

All other terms and conditions of the respective service agreements are applicable.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

SHEET NOS. 433 THROUGH 440 ARE RESERVED FOR FUTURE USE

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Date: _____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to _____

Firm Storage Quantity (FSQ) - Maximum FDD Account Balance Quantity:_____Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No.: _____

Term: From_____ To _____

Firm Storage Quantity (FSQ) - Maximum FDD Account Balance Quantity:_____Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
FAX No:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Firm Deferred Delivery Service Agreement
Rate Schedule FDD

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.: _____
Amendment No.:_____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____through_____

Shipper: _____

Firm Storage Quantity (FSQ): Dth

Storage Points:

_____

Option: 3-Step Option

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*	November	*	*
July	*	*	December	*	*
August	*	*	January	*	*
September	*	*	February 1-14	*	*
October	*	*	February 15-28	*	*
			March	*	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page _____ of _____

Contract No.:_____
Request No.: _____
Amendment No.:_____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agmeement
Rate Schedule FDD

Term: _____

Shipper: _____

Firm Storage Quantity (FSQ): (Dth)

Storage Points:

_____

Option: [applicable STEP option]

Account Balance Parameters:

Injection Period

Shipper's account balance may not be greater than * on August 31.

Withdrawal Period

Shipper's account balance may not be less than * on January 31.

Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ
June	*	*
July	*	*
August	*	*
September	*	*
October	*	*

Withdrawal Period		
Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
November	*	*
December	*	*
January	*	*
February	*	*
March	*	*
April	*	*
May	Overrun (Interruptible)	Overrun (Interruptible)

* Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____through_____

Shipper:_____

Firm Storage Quantity (FSQ): Dth Storage Points:

Option: Gas-In-Place Option _____

Account Balance Parameters:

Injection Period

Shipper's account balance may not be greater than * on August 31.

Withdrawal Period

Shipper's account balance may not be less than * on January 31.

Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ
40% or less of FSQ	* +900 per 100,000 of GIP in excess of 0	*
40% or more but less than 80% of FSQ	* +150 per 100,000 of GIP in excess of *	*
80% or more of FSQ	*	*

Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
75% or more of FSQ	*	*
Less than 75% but more than 25% of FSQ	* +550 per 100,000 of GIP in excess of *	*
25% or less of FSQ	* +3,670 per 100,000 of GIP in excess of 0	*
April May	* Overrun (Interruptible)	* Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

APPENDIX A FOR GAS IN-PLACE OPTION

APPENDIX A
FIRM DEFERRED DELIVERY SERVICE AGREEMENT
FDD RATE SCHEDULE

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Term: _____

Shipper:_____

Firm Storage Quantity (FSQ): (Dth) Storage Points:

Option: Gas In-Place Option _____

Account Balance Parameters:

Injection Period

Shipper's account balance may not be greater than * on August 31.

Withdrawal Period

Shipper's account balance may not be less than * on January 31.

Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
40% or less of FSQ	* +900 per 100,000 of GIP in excess of 0	*	75.0% or more of FSQ	*	*
40.0% or more but less than 80% of FSQ	* +150 per 100,000 of GIP in excess of *	*	less than 75% but more than 25% of FSQ	* +550 per 100,000 of GIP in excess of *	*
80.0% or more of FSQ	*	*	25% or less of FSQ	* +3,670 per 100,000 of GIP in excess of 0	*
			April May	* Overrun (Interruptible)	* Overrun (Interruptible)

* Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual quantity offered.

Page _____ of _____

Contract No._____

FDD CONSOLIDATION AGREEMENT

This Agreement entered into on this _____day of_____, is by and among _____, various FDD Shippers who execute this or an identical agreement (Shipper(s)), if applicable, _____ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Agreements) with Northern; and

WHEREAS, Agent/Operator and Shippers wish to consolidate the FDD Agreements for purposes of nominating, scheduling, balancing and invoicing; and

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, Agent/Operator, Northern and Shippers hereby agree as follows:

1. This Agreement shall be given a firm FDD service agreement contract number which shall be utilized when making all nominations and scheduling service.

2. So long as a Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under this Agreement and neither Shipper nor Agent/Operator will nominate under Shipper's individual Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).

3. Shipper's Service Agreement shall maintain an inactive status during the time period Shipper is a party to this Agreement. A Shipper must provide written notice to Northern at least ten (10) days prior to the end of a month to withdraw as a party to this Agreement (Notice to Terminate). Such withdrawal will be effective the first day of the next month. The Notice to Terminate must represent that the agent has consented and must inform Northern of the distribution of Shipper's account balance information, including the volumes, the storage points associated with the volumes and the type of transportation service used to inject the volumes into the storage account.

4. Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's Service Agreement and this Agreement.

FDD CONSOLIDATION AGREEMENT

This Agreement entered into on this _____day of_____, _____, is by and among _____, various FDD Shippers who execute this or an identical agreement between (Shipper(s)), _____ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Agreements) with Northern; and

WHEREAS, Agent/Operator and Shippers wish to consolidate the FDD Agreements for purposes of nominating, scheduling, balancing and invoicing; and

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, Agent/Operator, Northern and Shippers hereby agree as follows:

1. This Agreement shall be given a firm FDD service agreement contract number which shall be utilized when making all nominations and scheduling service.

2. So long as a Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under this Agreement and neither Shipper nor Agent/Operator will nominate under Shipper's individual Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).

3. Shipper's Service Agreement shall maintain an inactive status during the time period Shipper is a party to this Agreement. A Shipper must provide written notice to Northern at least ten (10) days prior to the end of a month to withdraw as a party to this Agreement (Notice to Terminate). Such withdrawal will be effective the first day of the next month. The Notice to Terminate must represent that the agent has consented and must inform Northern of the distribution of Shipper's account balance information, including the volumes, the storage points associated with the volumes and the type of transportation service used to inject the volumes into the storage account.

4. Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's Service Agreement and this Agreement.

5. _____ agrees that it shall be liable to Northern for all nominations and payments due under this Agreement, subject to good faith dispute resolution.
6. Each month Northern shall provide _____ with a consolidated invoice that will contain no individual Shipper data. _____ will pay such invoice as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). The rates for FDD service shall be Northern's maximum Tariff rates, or market-based-rates, unless otherwise agreed in writing.
7. By participating in the Agreement, Shippers recognize that they are waiving certain rights they may have pursuant to Northern's Tariff, including the right to nominate under their individual Service Agreements, the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.
8. This Agreement shall become effective _____ and shall continue in full force and effect until terminated in accordance herewith.
9. Nothing herein relieves Shippers of their obligations under their respective Service Agreements, including, but not limited to, balancing and paying invoices as principals under the Service Agreements.
10. Shippers will execute separate identical Agreements to evidence their agreement to participate in this Agreement.
11. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN	AGENT/OPERATOR
NORTHERN NATURAL GAS COMPANY	[AGENT/OPERATOR NAME]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

SHIPPER

[SHIPPER NAME]

_____

By:_____

Title:_____

Date:_____

Northern Contract No._____

5. _____ agrees that it shall be liable to Northern for all nominations and payments due under this Agreement, subject to good faith dispute resolution.
6. Each month Northern shall provide _____ with a consolidated invoice that will contain no individual Shipper data. _____ will pay such invoice as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). The rates for FDD service shall be Northern's maximum Tariff rates unless otherwise agreed in writing.
7. By participating in the Agreement, Shippers recognize that they are waiving certain rights they may have pursuant to Northern's Tariff, including the right to nominate under their individual Service Agreements, the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.
8. This Agreement shall become effective _____ and shall continue in full force and effect until terminated in accordance herewith.
9. Nothing herein relieves Shippers of their obligations under their respective Service Agreements, including, but not limited to, balancing and paying invoices as principals under the Service Agreements.
10. Shippers will execute separate identical Agreements to evidence their agreement to participate in this Agreement.
11. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN	AGENT/OPERATOR
NORTHERN NATURAL GAS COMPANY	[AGENT/OPERATOR NAME]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

SHIPPER

[SHIPPER NAME]

_____

By:_____

Title:_____

Date:_____

Northern Contract No._____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.:_____
Request No.: _____
Amendment No.:_____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agmeement
Rate Schedule FDD

Term: _____through_____

Shipper: _____

Firm Storage Quantity (FSQ): Dth

Storage Points:

_____

Option: 4-Step Option

Account Balance Parameters:

Injection Period

Shipper's account balance may not be greater than * on August 31.

Withdrawal Period

Shipper's account balance may not be less than * on January 31.

Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period

Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ
June	*	*
July	*	*
August	*	*
September	*	*
October	*	*

Withdrawal Period

Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
November	*	*
December	*	*
January	*	*
February	*	*
March	*	*
April	*	*
May	Overrun (Interruptible)	Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page _____ of _____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary}

Preferred Deferred Delivery Service Agreement
Rate Schedule PDD

Date: _____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to_____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Informaton]

Preferred Deferred Delivery Service Agreement
Rate Schedule PDD

Shipper's Name and Address for Notices and Invoices: Date: _____
_____
_____
Attn:_____

Address for Invoice (If different from above)

_____
_____

Attn:_____

Contract No: _____

Term: _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable rate schedule on file with the Commission unless otherwise agreed to by the parties in writing.

Other: _____

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
Fax No.:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "GENERAL TERMS AND CONDITIONS" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Preferred Deferred Delivery Service Agreement
Rate Schedule PDD

Shipper's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No.: _____

Term: _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable rate schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

_____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

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All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn:_____
Fax No.:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Preferred Deferred Delivery Service Agreement
Appendix A
Rate Schedule PDD

Base Contract No.:_____
Transaction No.:_____
Amendment No. _____ [If applicable]
Deal Date:_____
Date Confirmation Sent:_____

Shipper Name: _____
Shipper Contact: _____ Fax No.: _____
Account Manager: _____ Phone No.: _____

I. Contract Total Quantity (CTQ): _____ Dth

II.

			Daily Injection		Daily Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____
_____	____	_____	_____	_____	_____	_____	_____

III. INVENTORY AND MONTHLY PARAMETERS

POI #	Name	DRN #	Min	Max	Date Range
_____	____	_____	_____	_____	_____
_____	____	_____	_____	_____	_____

			Monthly Injection		Monthly Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____
_____	____	_____	_____	_____	_____	_____	_____

IV. Rates

Injection Charge: _____
Withdrawal Charge: _____
Total Monthly Inventory Charges: _____
Capacity Fee: _____
Annual Rollover Charge:_____
Total Transaction Rate: _____

[If applicable - Replacing Confirmation] This Confirmation, as amended, supersedes all previous confirmations applicable to this Transaction.

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Northern Account Manager listed above at [Fax _____]. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Shipper regardless of whether executed by Shipper.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP00-404-007

First Revised Sheet No. 444 First Revised Sheet No. 444 : Superseded
Superseding: First Revised Sheet No. 443

PREFERRED DEFERRED DELIVERY SERVICE AGREEMENT
APPENDIX A

Rate Schedule PDD

Base Contract No.: _____

Transaction No.: _____

Deal Date: _____

Date Confirmation Sent:_____

Shipper Name: _____

Shipper Contact: _____ Fax No.: _____

Account Manager: _____ Phone No.: _____

I. Contract Total Quantity (CTQ): _____

II. Preferred Daily Quantity (PDQ): _____

			Daily Injection		Daily Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____

III. Maximum Total Quantity (MTQ): _____

INVENTORY BALANCE

POI #	Name	DRN #	Min	Max	Date Range
_____	____	_____	_____	_____	_____

			Monthly Injection		Monthly Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____

IV. Rates

_____

Injection Charge: _____
Withdrawal Charge: _____
Total Monthly Inventory Charges: _____
Capacity Fee: _____
Total Transaction Rate: _____

If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's tariff as revised from time to time unless otherwise agreed in writing.

V. OTHER PROVISIONS: _____

NNG Account Manager: _____ Customer Signature: _____

Fax Number: _____

PREFERRED DEFERRED DELIVERY SERVICE AGREEMENT
APPENDIX A

Rate Schedule PDD

Base Contract No.: _____

Transaction No.: _____

Amendment No:_____[If applicable]

Deal Date: _____

Date Confirmation Sent:_____

Shipper Name: _____

Shipper Contact: _____ Fax No.: _____

Account Manager: _____ Phone No.: _____

I. Contract Total Quantity (CTQ): _____ Dth

II. Preferred Daily Quantity (PDQ): _____ Dth

			Daily Injection		Daily Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____

III. Maximum Total Quantity (MTQ): _____

INVENTORY BALANCE

POI #	Name	DRN #	Min	Max	Date Range
_____	____	_____	_____	_____	_____

			Monthly Injection		Monthly Withdrawal		
POI #	Name	DRN #	Min	Max	Min	Max	Date Range
_____	____	_____	_____	_____	_____	_____	_____

IV. Rates

_____

Injection Charge: _____
Withdrawal Charge: _____
Total Monthly Inventory Charges: _____
Capacity Fee: _____
Annual Rollover Charge:
Total Transaction Rate: _____

[If applicable - Replacing Confirmation] This Confirmation, as amended, supersedes all previous confirmations applicable to this Transaction.

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Northern Account Manager listed above at [Fax _____]. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be

binding and enforceable against Shipper regardless of whether executed by Shipper.

If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's FERC Gas Tariff as revised from time to time unless otherwise agreed in writing [except as provided below].

V. Other Provisions [paragraph number and order may vary]

1. [If applicable - other rate and additional storage point provisions]

2. [If applicable - termination fee provisions]

3. [If applicable] The intent is for the inventory balance in Shipper's storage account to be zero on [insert date] of each year. Any remaining [positive/negative] inventory balance on [insert date] shall be [withdrawn/injected] [evenly/_____] from [insert date range] of that year subject to [injection/withdrawal] capacity availability.

4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

[If applicable - Amendment does not replace Confirmation] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

NNG Account Manager | Customer Signature

_____ _____

Fax Number: _____

If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's FERC Gas Tariff as revised from time to time unless otherwise agreed in writing [except as provided below].

V. OTHER PROVISIONS:

1. [If applicable - other rate provisions]

2. [If applicable - termination fee provisions]

3. [If applicable] The intent is for the inventory balance in Shipper's storage account to be zero on [insert date] of each year. Any remaining [positive/negative] inventory balance on [insert date] shall be [withdrawn/injected] [evenly/_____] from [insert date range] of that year subject to [injection/withdrawal] capacity availability.

4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

[If applicable - Amendment does not replace Confirmation] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

NNG Account Manager: _____ Customer Signature: _____

Fax Number: _____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font my vary)

Interruptible Deferred Delivery Service Agreement
Rate Schedule IDD

Date: _____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Deferred Quantity:_____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

Interruptible Deferred Delivery Service Agreement
Rate Schedule IDD

Shipper's Name and Address for Notices and Invoices: Date: _____

_____
_____
Attn:_____

Address for Invoice (If different from above)

_____
_____

Attn:_____

Contract No.: _____

Term: From_____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Deferred Quantity:_____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable rate schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address:_____
_____
Attn: _____
FAX No._____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AMD CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Interruptible Deferred Delivery Service Agreement
Rate Schedule IDD

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AMD CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Northern Natural Gas Company	Shipper
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font my vary)

Firm Deferred Delivery Service Agreement
Rate Schedule FDD
2008 Market-Based Rate Expansion

Date:_____

Shipper's Name and Address for Notices:
_____
_____
ATTN:_____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to_____

Firm Storage Quantity - Maximum FDD Account Balance Quantity: _____ Dth

Through _____ the rates and charges for services under this Agreement shall be as follows:

Reservation Charge - The reservation charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Capacity Charge - The capacity charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Injection Charge - The injection charge per Dth shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. The injection charge in the Withdrawal Period shall equal _____.

Withdrawal Charge - The withdrawal charge per Dth shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Fuel - The FDD storage fuel rate shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Rollover Charge - The rollover charge per Dth shall be equal to _____, and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. [If applicable - Provided, however, through _____, the rollover charge per Dth shall be equal to _____ for any volume less than or equal to _____ of the contract FSQ on May 31 of each year.]

Authorized Overrun Charge - The authorized overrun charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

[if applicable - Other Rate Provisions]

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Any contingencies set forth in a precedent agreement executed by Northern and Shipper shall continue in effect until the earlier of the date set forth in the precedent agreement or the in-service date of the facilities to be constructed to provide the service hereunder.

Shipper has a right of first refusal as described in Section 52 of the General Terms and Conditions of Northern's FERC Gas Tariff for the capacity herein, subject to any rate authority applicable at that time.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (Imaged Documents). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records, and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:	Payments to Designated Depository:
Northern Natural Gas Company	Northern Natural Gas Company
[Information]	[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same. Provided, however, the reservation and capacity charges shall not be revised, except as provided in the rate paragraph hereof.

NORTHERN NATURAL GAS COMPANY	[SHIPPER NAME]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Sheet Nos. 449 through 451 are
Reserved for Future Use

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

SYSTEM MANAGEMENT SERVICE AGREEMENT

This System Management Service Agreement ("Agreement") by and between Northern Natural Gas Company ("Northern") and _____ _____ ("Shipper"), covering daily variances between volumes scheduled at delivery points and volumes actually taken at the delivery points under the Throughput Service Agreement listed on Appendix "A," which is attached hereto and incorporated by reference ("Corresponding Throughput Service Agreement"), is entered into in accordance with the following terms and conditions:

CONTRACT NO.:_____

SMS CONTRACT QUANTITY (SMSQ): _____ DTH/day

TERM: This Agreement shall become effective on _____ and shall have a term ending on_____.

RATE: Shipper shall pay Northern each month for System Management Service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule SMS, or any effective superseding Rate Schedule on file with the Commission.

SYSTEM MANAGEMENT SERVICE AGREEMENT

This System Management Service Agreement ("Agreement") by and between Northern Natural Gas Company ("Northern") and _____, _____ ("Shipper"), covering daily variances between volumes scheduled at delivery points and volumes actually taken at the delivery points under the Throughput Service Agreement listed on Appendix "A," which is attached hereto and incorporated by reference ("Corresponding Throughput Service Agreement"), entered into in accordance with the following terms and conditions:

CONTRACT NO.:_____

SMS CONTRACT QUANTITY (SMSQ): _____ DTH/day

TERM: This Agreement shall become effective on _____ and shall have a term ending on_____.

RATE: Shipper shall pay Northern each month for System Management Service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule SMS, or any effective superseding Rate Schedule on file with the Commission.

Shipper's Name and Address for Notices: Shipper's Name and Address for Invoices:
_____ _____
_____ _____
ATTN:_____ ATTN:_____

This Agreement supersedes and cancels the following System Management Service Agreement(s) between the parties hereto: _____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

ADDITIONAL TERMS AND CONDITIONS: The additional Terms and Conditions and Appendix "A" attached hereto are incorporated herein by reference and made a part of this Agreement.

[FOR SMS CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

This Agreement constitutes a contract with Northern Natural Gas Company subject to the Terms and Conditions and Appendix "A" attached hereto.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By: _____	By: _____
Title: _____	Title: _____
Date:_____	Date:_____

Shipper's Name and Address for Notices:

_____

_____

Shipper's Name and Address for Invoices:

_____

_____

This Agreement supersedes and cancels the following System Management Service Agreement(s) between the parties hereto: _____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

ADDITIONAL TERMS AND CONDITIONS: The additional Terms and Conditions and Appendix "A" attached hereto are incorporated herein by reference and made a part of this Agreement.

[FOR SMS CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

This Agreement constitutes a contract with Northern Natural Gas Company subject to the Terms and Conditions and Appendix "A" attached hereto.

Northern Natural Gas Company	[Shipper]
By: _____	By: _____
Title: _____	Title: _____
Date:_____	Date:_____

TERMS AND CONDITIONS

SECTION 1. MAXIMUM DAILY QUANTITY

The Daily SMS Contract Quantity (SMSQ) shall be the maximum positive or negative variance that Shipper may vary between daily scheduled and actual quantities of natural gas delivered to the delivery points under the Corresponding Throughput Service Agreement without being subject to Delivery Point Variance Charges. The SMSQ for each delivery point is set forth on Appendix A.

SECTION 2. TERMINATION

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Northern.

SECTION 3. GENERAL

3.1 This Agreement in all respects shall be subject to the applicable provisions of Rate Schedule TF, TFX, LFT, and GS-T and the "GENERAL TERMS AND CONDITIONS" contained in Northern's FERC Gas Tariff, as may be revised from time to time.

TERMS AND CONDITIONS

SECTION 1. MAXIMUM DAILY QUANTITY

The daily SMS Contract Quantity (SMSQ) shall be the maximum positive or negative variance that Shipper may vary between daily scheduled and actual quantities of natural gas delivered to the delivery points under the Corresponding Throughput Service Agreement without being subject to Delivery Point Variance Charges. The SMSQ for each delivery point is set forth on Appendix"A."

SECTION 2. TERMINATION

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Northern.

SECTION 3. GENERAL

3.1 This Agreement in all respects shall be subject to the applicable provisions of Rate Schedule TF, TFX, LFT, and GS-T contained in Northern's FERC Gas Tariff, as may be revised from time to time.

3.2 The applicable provisions of Northern's Rate Schedule SMS and the GENERAL TERMS AND CONDITIONS set forth in Northern's FERC Gas Tariff, as may be revised from time to time, are hereby incorporated by reference and made a part hereof.

3.3 An SMS Shipper may release SMS, either permanently or temporarily, subject to the applicable provisions of Section 47 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff.

3.4 Northern may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions of the SMS Rate Schedule and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

SECTION 4. NOTICES

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address

3.2 The applicable provisions of Northern's Rate Schedule SMS and the "GENERAL TERMS AND CONDITIONS" set forth in Northern's FERC Gas Tariff, as may be revised from time to time, are hereby incorporated by reference and made a part hereof.

3.3 An SMS Shipper may release SMS, either permanently or temporarily, subject to the applicable provisions of Section 47 of the "GENERAL TERMS AND CONDITIONS" of Northern's FERC Gas Tariff.

3.4 Northern may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions of the SMS Rate Schedule and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

SECTION 4. NOTICES

4.1 Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address

set forth on the face of this Agreement and to Northern

when sent to the following:

Accounting Matters: Northern Natural Gas Company

Address: _____

_____

_____

All Notices: Northern Natural Gas Company

Address: _____

_____

_____

Payments: Northern Natural Gas Company

Address: _____

_____

_____

set forth on the face of this Agreement and to Northern when sent to the following:

Accounting Matters: Northern Natural Gas Company

_____

_____

_____

All Notices: Northern Natural Gas Company

_____

_____

_____

Payments: Northern Natural Gas Company

_____

_____

_____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____[if applicable]

Appendix A

System Management Service Agreement

Shipper: _____

Term:_____through_____

Corresponding Throughput Service Agreement No.:_____

SMS Contract Quantity:_____Dth/day

POI #	Delivery Point	Daily SMS Contract Quantity (Dth)

Total _____

Contract No.: _____
Request No.: _____
Amendment No.: _____[if applicable]

Appendix A

System Management Service Agreement

Shipper: _____

Term:_____

Corresponding Throughput Service Agreement No.:_____

SMS Contract Quantity:_____Dth/day

POI #	Delivery Point	Daily SMS Contract Quantity (Dth)
	Total	

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

MID Pooling Service Agreement
Rate Schedule MPS

Date:_____

Pooling Customer's Name and Address for Notices:

_____
_____
ATTN:_____

Pooling Customer's Name and Address for Invoices:

_____
_____
ATTN:_____

Contract No.: _____

Term: From_____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

MID Pooling Point(s):

Rates shall be Northern's maximum rates and charges as set forth in Rate Schedule MPS in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Pooling Customer when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP07-330-000
Fourth Revised Sheet No. 458 Fourth Revised Sheet No. 458 : Pending
Superseding: Third Revised Sheet No. 458

MID Pooling Service Agreement
Rate Schedule MPS

Pooling Customer's Name and Address for Notices and Invoices: Date: _____

_____

_____

Attn:_____

Address for Invoice (If different from above)

_____

_____

Attn:_____

Contract No.: _____

Term: From_____ To _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

MID Pooling Point(s):

Rates shall be Northern's maximum rates and charges as set forth in Rate Schedule MPS in effect from time to time under the applicable rate schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Pooling Customer when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
_____
_____
_____

Attn: _____
Fax No.:_____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Pooling Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Pooling Customer's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[POOLING CUSTOMER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

MID Pooling Service Agreement
Rate Schedule MPS

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Pooling Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Pooling Customer's right to protest the same.

Northern Natural Gas Company	Pooling Customer
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Sheet No. 459 is Reserved for Future Use

Sheet No. 459A is Reserved for Future Use

Sheet No. 460 is Reserved for Future Use

(Placement on page, number of pages, format, capitalization and font may vary)

Compression Services Agreement
Rate Schedule CS-1

Date: _____

Shipper's Name and Address for Notices:
_____
_____
ATTN: _____

Shipper's Name and Address for Invoices:
_____
_____
ATTN:_____

Contract No: _____

Term: From _____ to _____

Rates shall be Northern's maximum rates and charges in effect from time to time under Rate Schedule CS-1 unless otherwise agreed to by the parties and set forth in Exhibit A.

The Exhibit A Volume and applicable time period shall be set forth in Exhibit A.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
_____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alternation, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY	[SHIPPER]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

(Placement on page, number of pages, format capitalization and font may vary)

EXHIBIT A
COMPRESSION SERVICE AGREEMENT
CS-1 Rate Schedule

Shipper: _____

Term: _____through_____

Volumes

Exhibit A Volume:

Period	MDQ/day
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Fees:

Compression fee:

_____ per Dth

Compression fee - Additional Gas Volumes

_____ per Dth

Receipt Point Pressure Minimum_____psig [When operationally required by Northern]

Delivery Point Pressure Minimum_____psig

Sheet No. 463 Sheet No. 463 : Suspended

Sheet Nos. 463 through 478 are Reserved for Future Use

Sheet Nos. 479 through 485 are Reserved For Future Use

OPERATIONAL BALANCING AGREEMENT

Page 2 of 7

WHEREAS, Operator and Northern desire to establish the method of resolving differences that may occur between the total quantities of gas scheduled [for receipt or delivery by Operator from or to Northern at the Interconnection Point(s)/ for delivery to Northern at the Receipt Point(s)] and the actual quantities measured.

NOW THEREFORE, Operator and Northern agree that such over- or under-deliveries at the [Interconnection/Receipt Point(s)] be handled in the following manner subject to the provisions of Paragraph 7 included herewith:

1. Confirmation of Nominations

Prior to the first day of each month and each day thereafter during the month, the parties shall reconcile and confirm in writing [the nominations received by each from shippers for whom the parties deliver or receive gas at the Interconnection Point(s)/the quantities nominated by each of the shippers for whom Operator controls gas supplies delivered to Northern]. Any changes to such confirmed nominations shall be effective only if agreed to in writing by both parties. A summary of the total confirmed nominations must be completed and signed by both parties as soon as practical after the end of the month. Such written communication shall be substantially in the form set out on the attached Exhibit 2 or in any other form agreeable to the parties.

2. Allocation of Quantities

The parties intend that the quantities actually delivered [and received] each day at the [Interconnection/Receipt Point(s)] will equal the confirmed nominations.

OPERATIONAL BALANCING AGREEMENT

Each party will allocate the quantities which are to be delivered and received at the [Interconnection/Receipt Point(s)] among each party's respective shippers pursuant to the confirmed nominations. Any differences between the actual physical flow and the sum of the confirmed nominations is the "Imbalance", and will be the responsibility of the parties to eliminate on a continuous basis.

3. Adjustment to Operational Imbalance

On a daily basis, measured quantities shall be estimated for use in determining the estimated Imbalance at the [Interconnection/Receipt Point(s)]. The parties shall agree on the daily level of adjustment to physical flow of gas during each delivery month required to reasonably control the estimated Imbalance.

The physical flow at the [Interconnection/Receipt Point(s)] for each month will be determined and communicated by the party which operates the measurement facilities to the other party in writing as soon as possible, but in no case later than the tenth (10th) workday of the month following the month of delivery. Any Imbalance shall be corrected in a manner agreed to within thirty (30) days of the date the Imbalance is confirmed in writing by the parties or within such longer period of time agreed upon by the parties.

4. Capacity Constraints

In the event that a capacity constraint or a force majeure event, as defined in Northern's tariff, occurs which results in curtailment of quantities through the [Interconnection/Receipt Point(s)], the party on whose system the constraint has occurred shall determine any reallocation of quantities to its respective shippers. Any changes in allocation shall be confirmed in writing in the form set forth in Exhibit 2 or in any other form agreeable to the parties. If the capacity constraint occurs at the [Interconnection/Receipt Point(s)], the party which operates the measurement facilities at such point(s) shall be deemed to have the constraint on its pipeline system.

5. Measurement

All quantities of gas hereunder shall be reported in MMBtu, which shall be determined by multiplying each Mcf of gas received and delivered by the dry heating value thereof. Any gas received and delivered to correct the Imbalance shall be adjusted for variations in BTU content. Measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in the effective F.E.R.C. Gas Tariff of the party operating the measurement facilities at the [Interconnection/Receipt Point(s)].

6. Term

This Agreement shall be effective _____, and shall continue on a monthly basis until cancelled by either party

OPERATIONAL BALANCING AGREEMENT

upon forty-eight (48) hours prior written notice. Any remaining Imbalance shall be corrected within thirty (30) days after the final Imbalance is agreed to in writing by the parties or within such longer period of time agreed to by the parties.

7. Other Provisions: (To be applied in a non-discriminatory manner).

The parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

Accepted and agreed to this _____ day of _____, _____.

NORTHERN NATURAL GAS COMPANY

By: _____

Title: _____

Accepted and Agreed to This _____ Day of _____, _____

By:_____

Title: _____

OPERATIONAL BALANCING AGREEMENT

Page 6 of 7

EXHIBIT 1

LIST OF [INTERCONNECTION/RECEIPT] POINTS

to

OPERATIONAL BALANCING AGREEMENT

Between

NORTHERN NATURAL GAS COMPANY

and _____

Dated _____

POI No.	Northern Meter No.	Operator Meter No.	Point Description

EXHIBIT 2

CONFIRMING NOMINATIONS FOR _____, _____

OPERATIONAL BALANCING AGREEMENT

BETWEEN

NORTHERN NATURAL GAS COMPANY

and _____

Name of [Interconnection/Receipt] Point:_____

NORTHERN Meter No._____Operator Meter No. _____

Preparer's Name _____ Phone Number ( )_____

Effective Date of this Statement _____Date Prepared_____

Northern to [receive/deliver] [to/from]_____:

Shipper Name & Contract No.	[Current/Previous] Nominations	Confirmed Nomination	Amount of [Difference/ Change]

Operational Imbalance as of _____is_____MMBtu of gas

owed _____by_____. This imbalance shall be

corrected in accordance with the following plan:

_____

_____

_____

_____

Confirmed:

NORTHERN NATURAL GAS COMPANY

By: _____

Date:_____

Confirmed:

_____

By: _____

Date:_____

Sheet Nos. 486 and 487 are Reserved for Future Use

ELECTRONIC COMMUNICATION AGREEMENT

5. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Hot Tap Telecommunications Network and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.

6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.

7. There are other written agreements in place between the parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both parties. This agreement shall be governed and construed in accordance with the laws of the STATE OF TEXAS, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.

8. Any notice provided for in this agreement shall be in writing and shall be considered as having been given if sent by facsimile, delivered personally or if mailed by United States mail postage prepaid, to the following addresses, respectively.

To Northern:	Northern Natural Gas Company	Customer
	P.O. Box 3330	_____
	Omaha, NE 68103-0330	_____
	Attn:_____	Attn:_____
	Phone:_____	Phone:_____
	Fax:_____	Fax:_____

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the _____ day of _____, 199__.

Accepted and agreed to this _____ day of _____, 19_____.

NORTHERN NATURAL GAS COMPANY

By:_____

Title:_____

Accepted and agreed to this _____ day of _____, 19_____.

CUSTOMER

By:_____

Title:_____

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

Sheet Nos. 490 and 491 are Reserved for Future Use

EXHIBIT "A"

AFFIDAVIT TO VERIFY WELLHEAD PROCESSING RIGHTS

PLANT:_____

TRANSPORT CONTRACT #	GATHERING CONTRACT #	WELL NAME	POI #	METER #	VOLUME

Effective Date: 10/28/2002 Status: Effective
FERC Docket: GT02- 45-000

First Revised Sheet No. 492 First Revised Sheet No. 492 : Effective
Superseding: Original Sheet No. 492

NON-CONFORMING AGREEMENTS

Name(s)/Agreement Description	Rate Schedule	Agreement Date	Date Filed
Dynegy Parties, Northern, and Kern River Gas Transmission Company/ (Master Netting and Setoff Agreement and Parent Guaranty Agreement)	N/A	9/5/02	9/25/02

SHEET NOS. 493 THROUGH 509 ARE
RESERVED FOR FUTURE USE

NORTHERN NATURAL GAS COMPANY
SMALL CUSTOMER LISTING

MARKET AREA SMALL CUSTOMERS 1/

Austin Utilities
* Brooklyn, City of
* Cascade Municipal Utilities
Cedar Falls, City of
* Circle Pines Utilities
dba, Centennial Utilities
Coon Rapids Municipal Utilities
* Community Utility Company
(Crum, Lloyd V. Jr.)
* Emmetsburg Municipal Gas Works
Fremont Department of Utilities
* Gilmore City, City of
* Graettinger Municipal Gas
* Guthrie Center Municipal Utilities
Harlan Municipal Utilities
* Hawarden Municipal Utilities
Hibbing Public Utility Commission
Hutchinson Utilities Commission
* Lake Park Municipal Utilities
* Lyons, NE, City of
* Manilla Municipal Gas Department
Manning Municipal Gas Department
* Midwest Natural Gas, Inc.
Muny Natural Gas (Viroqua)
* National Public Gas Agency
(Nebraska Public Gas Agency)
New Ulm Public Utilities Commission
Northwest Natural Gas Company
dba, Gorham's Inc.
Osage Municipal Utilities
Owatonna Public Utilities
* Ponca, City of
Preston Municipal Gas Department
* Remsen Municipal Utilities
* Rock Rapids Municipal Utilities
* Rolfe Municipal Gas
Round Lake, City of
* Sabula, City of
* Sac City, City of
* Sanborn Municipal Gas Utility
* Sheehan's Gas Company
Sioux Center Municipal Natural Gas Utility
St. Croix Valley Natural Gas Company Inc.
dba, St. Croix Gas
Superior Water Light & Power
* Tipton, City of
* Two Harbors, City of
* Virginia Public Utilities
Watertown Municipal Utilities
* Waukee, City of
* West Bend, City of
Westbrook Light and Power
Western Gas Utilities Inc.
Whittemore, City of
* Woodbine Municipal Natural Gas System

FIELD AREA SMALL CUSTOMERS 1/

City of Iraan
West Texas Gas Company
Southern Union Gas Company
PNM Gas Services (Gas Co. of New Mexico)

* - Denotes customers eligible for GS-T transportation service.

1/ Pursuant to Stipulation and Agreement of Settlement filed May 7, 1993, in Docket Nos. RS92-8, RS92-1, et al., as modified in Docket No. RP98-203.

NORTHERN NATURAL GAS COMPANY
SMALL CUSTOMER LISTING

MARKET AREA SMALL CUSTOMERS 1/

Austin Utilities
* Brooklyn, City of
* Cascade Municipal Utilities
Cedar Falls Municipal Gas Utility
* Circle Pines Utilities
dba, Centennial Utilities
Coon Rapids Municipal Utilities
* Community Utility Company
(Crum, Lloyd V. Jr.)
* Emmetsburg Municipal Gas Works
Fremont Department of Utilities
* Gilmore City, City of
dba, Gilmore City Municipal Gas System
* Graettinger Municipal Gas
* Guthrie Center Municipal Utilities
Harlan Municipal Utilities
* Hawarden Municipal Utilities
Hibbing Public Utility Commission
Hutchinson Utilities Commission
* Lake Park Municipal Utilities
* Lyons, NE, City of
* Manilla Municipal Gas Department
Manning Municipal Gas Department
* Midwest Natural Gas, Inc.
Muny Natural Gas (Viroqua)
* National Public Gas Agency
(Nebraska Public Gas Agency)
New Ulm Public Utilities Commission
Northwest Natural Gas Company
dba, Gorham's Inc.
Osage Municipal Utilities
Owatonna Public Utilities
* Ponca, City of
Preston Municipal Gas Department
* Remsen Municipal Utilities
* Rock Rapids Municipal Utilities
* Rolfe Municipal Gas
Round Lake, City of
* Sabula, City of
* Sac City, City of
* Sanborn Municipal Gas Utility
* Sheehan's Gas Company
Sioux Center Municipal Natural Gas Utility
St. Croix Valley Natural Gas Company Inc.
dba, St. Croix Gas
Superior Water Light & Power
* Tipton, City of
* Two Harbors, City of
* Virginia Public Utilities
Watertown Municipal Utilities
* Waukee, City of
* West Bend, City of
Westbrook Light and Power
Western Gas Utilities Inc.
Whittemore, City of
* Woodbine Municipal Natural Gas System

FIELD AREA SMALL CUSTOMERS 1/

City of Iraan
West Texas Gas Company
Southern Union Gas Company
PNM Gas Services (Gas Co. of New Mexico)

* - Denotes customers eligible for GS-T transportation service.

1/ Pursuant to Stipulation and Agreement of Settlement filed May 7, 1993, in Docket Nos. RS92-8, RS92-1, et al., as modified in Docket No. RP98-203.