

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX & GS-T Rate Schedules)
[Attach applicable Appendices]

Date: _____

Shipper's Name and Address for Notices

Shipper's Name and Address for Invoices:

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.]

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.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment

(or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX 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: _____

[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, GS-T, TI, SMS, MPS, ILD, IDD, PDD, & FDD Rate Schedules)

Date: _____

Shipper Name: _____

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 revenue, 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, Seventh Revised Volume No. 1, Part 7, Section 1 - Rate Schedule TF, Subpart H, 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 _____.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

1. Governing law; Jurisdiction; Consent to Suit.
 - a. As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
 - b. Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.
 - c. Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints

_____{agent name}, _____{agent full address}
as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

d. Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX 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
By:
Title:
Date:

[SHIPPER NAME]
By:
Title:
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
 [insert proper rate schedule] Rate Schedule
 [TFX & GS-T Rate Schedules]

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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	_____	_____	_____

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 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] _____
	_____	[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	_____	_____	_____

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 & 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 ____