

[Company
Logo]

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

Preferred Deferred Delivery Service Agreement
Rate Schedule PDD

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

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
[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.

[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]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Company
Logo]

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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: _____
Account Manager: _____

I. Contract Total Quantity (CTQ): _____ Dth

II. Daily Injection Daily Withdrawal

POI #	Name	Min	Max	Min	Max	Date Range
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

III. INVENTORY AND MONTHLY PARAMETERS

POI #	Name	Min	Max	Date Range
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Monthly Injection Monthly Withdrawal

POI #	Name	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 return to [insert email] or Fax to [insert 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
