

**Viking Gas Transmission Company
Non-Conforming and Negotiated Rate
Agreements
Tariff**

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Tariff - Non-Conforming and Negotiated Rate Agreements

FERC GAS TARIFF
NON-CONFORMING AND NEGOTIATED RATE AGREEMENTS
OF
VIKING GAS TRANSMISSION COMPANY
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should be Addressed to:

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Viking Gas Transmission Company
Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 16	10.2	Non-Conforming
Northern States Power Company	AF0554	10.3	Negotiated Rate
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
Reserved for Future Use		10.8	
Reserved for Future Use		10.9	
Concord Energy, LLC	VR1133	10.10	Negotiated Rate

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: November 1, 2023

Tariff Record Title: Wisconsin Gas LLC Agreement AF0059

Option Code: A

Other Information: Part 10.1, version 9.0.0 superseding version 8.0.0

Agreement # AF0059
Amendment # 29**VIKING GAS TRANSMISSION COMPANY
AMENDMENT TO FIRM TRANSPORTATION AGREEMENT**

This Amendment # 29 is entered into as of this 15th day of February, 2023, by and between Viking Gas Transmission Company, hereafter referred to as "Company," and Wisconsin Gas LLC, hereafter referred to as "Shipper."

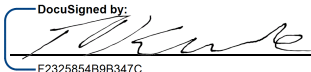
WHEREAS, Company and Shipper have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0059) effective November 1, 2003, as amended, hereafter referred to as "Agreement"; and

WHEREAS, Company and Shipper agree to extend the term of the Agreement for five (5) years through October 31, 2028 at Company's Tariff Category 3 maximum monthly reservation rate; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2023, the existing provisions of the Agreement and Exhibits A-1 and A-2 shall be deleted in their entirety and replaced with the provisions set forth in the Firm Transportation Agreement under Rate Schedule FT-A and Exhibits A-1 and A-2 dated February 15, 2023, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

Viking Gas Transmission CompanyBy: 
F2325854B9B347C...Name: T.D. EuresteTitle: Vice President - Natural Gas PipelineDate: 3/10/2023Legal
Approval**Wisconsin Gas LLC**By: 
Daniel Krueger (Mar 2, 2023 10:28 CST)Name: Daniel KruegerTitle: EVPDate: Mar 2, 2023
JD
KAB
TS
srm

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0059) is entered into this 15th day of February, 2023, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Wisconsin Gas LLC, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

Issued: February 1, 2016
Effective: April 1, 2016

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

N/A

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge – N/A
- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty

Issued: February 1, 2016

Effective: April 1, 2016

(30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A-1 and A-2 attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A-1 and A-2 attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

VIKING Gas Transmission Company

FERC Gas Tariff

Volume No. 1

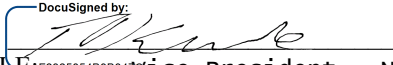
Part 9.10

Firm Transportation Agreement (FT-A)


v. 8.0.0 superseding v. 7.0.0

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: 
TITLE: Vice President - Natural Gas Pipeline

SHIPPER: WISCONSIN GAS LLC

BY: 
TITLE: EVP

Legal
Approval

DS


Issued: February 1, 2016
Effective: April 1, 2016

Viking Gas Transmission Company
 FERC Gas Tariff
 Volume No. 1

Part 9.10
 Firm Transportation Agreement (FT-A)
 v. 8.0.0 superseding v. 7.0.0

EXHIBIT A-1 1/
 TO FIRM TRANSPORTATION AGREEMENT
 DATED February 15, 2023

BETWEEN
 WISCONSIN GAS LLC
 AND
 VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement
 with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	
Emerson	33973	13,505 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Daily Quantity	Minimum Pressure
Blackbrook	288050	319 Dth/day	500
Boyceville	28689	378 Dth/day	500
Cadott	28694	744 Dth/day	500
Chili	288047	163 Dth/day	500
South Colfax	28692	14 Dth/day	500
Dresser	28789	58 Dth/day	500
Greenwood	28667	1 Dth/day	500
ANR Marshfield	28872	0 Dth/day	500
Chisago Zn2	179031	0 Dth/day	500
Wheeler	362793	1,679 Dth/day	500
Wilson	1400841	5,869 Dth/day	500
Wisc Gas Marshfield	288051	4,280 Dth/day	425

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059

Issued: February 1, 2016
 Effective: April 1, 2016

Viking Gas Transmission Company
FERC Gas Tariff
Volume No. 1

Part 9.10
Firm Transportation Agreement (FT-A)
v. 8.0.0 superseding v. 7.0.0

EXHIBIT A-2 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED February 15, 2023

BETWEEN
WISCONSIN GAS LLC
AND
VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement
with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	
St. Vincent	174672	19,960 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Daily Quantity	Minimum Pressure
Blackbrook	288050	471 Dth/day	500
Boyceville	28689	558 Dth/day	500
Cadott	28694	1,099 Dth/day	500
Chili	288047	241 Dth/day	500
South Colfax	28692	20 Dth/day	500
Dresser	28789	85 Dth/day	500
Greenwood	28667	2 Dth/day	500
ANR Marshfield	28872	0 Dth/day	500
Chisago Zn2	179031	0 Dth/day	500
Wheeler	362793	2,482 Dth/day	500
Wilson	1400841	8,676 Dth/day	500
Wisc Gas Marshfield	288051	6,326 Dth/day	425

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059

Issued: February 1, 2016
Effective: April 1, 2016

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: November 1, 2024

Tariff Record Title: Wisconsin Gas LLC Agreement AF0022

Option Code: A

Other Information: Part 10.2, version 5.0.0 superseding version 4.0.0

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0554) is entered into this 16th day of November, 2023, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Northern States Power Company, a Minnesota Corporation, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

Company is adding an additional compressor unit at the VGT Angus Compressor Station, making modifications at the VGT Angus Compressor station and modifying the existing turbine unit at the VGT Ada Compressor Station. Company will construct, own, and operate these facilities.

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge – N/A
- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty (30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A and B attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

DocuSigned by:

BY: Charles M. Kelley
E7982675688B4A0...
TITLE: Senior Vice President, Natural Gas Pipelines



SHIPPER: NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION

BY: John T Welch
Digitally signed by John T Welch
Date: 2023.11.20 11:20:41 -06'00'
TITLE: John Welch

VP Commercial Operations
Xcel Energy Services Inc
Authorized Signatory for Northern States Power
Company, a Minnesota corporation

EXHIBIT A- 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED November 16, 2023

BETWEEN
NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION
AND
VIKING GAS TRANSMISSION COMPANY

Effective from the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities
with the term ending the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the
Facilities 2/

Transportation Quantity: 30,000 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
Emerson	39973	30,000

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Fargo	15225	30,000

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED N/A.

Agreement No. AF0554

EXHIBIT B
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities and continuing until the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the Facilities. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

☒ (i) at a rate of \$9.4290 /Dth; or

☐ (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of %/Dth; or

☐ (iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

☐ (i) at a rate of \$ /Dth; or

☒ (ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The negotiated reservation rate is \$9.4290 Dth/month (\$0.3100 Dth/day) for the Primary Term.

SUPERSEDES EXHIBIT B DATED: N/A

Agreement No. AF0554

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: April 22, 2022

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 10.4, version 12.0.0 superseding version 11.0.0

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements Tariff

Record Proposed Effective Date: September 1, 2020

Tariff Record Title: American Crystal Sugar Company Agreement AF0357

Option Code: A

Other Information: Part 10.5, version 6.0.0 superseding version 5.0.0

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0357) is entered into this 3rd day of May, 2019, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and American Crystal Sugar Company, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

Issued: February 1, 2016
Effective: April 1, 2016

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge -
- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty (30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

Issued: February 1, 2016
Effective: April 1, 2016

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

TW

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: *Don Lowe*
TITLE: DIRECTOR

gus

SHIPPER: AMERICAN CRYSTAL SUGAR COMPANY

BY: *Teresa Warner*
TITLE: VP of Finance

EXHIBIT A- 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED May 3, 2019

BETWEEN
AMERICAN CRYSTAL SUGAR COMPANY
AND
VIKING GAS TRANSMISSION COMPANY

Effective from the later of (i) September 1, 2020, or (ii) the in-service date of the facilities to be constructed at the
Donaldson Firm Primary Delivery Point for each year of the Agreement
with the term ending five years after the start of service. 2/

Transportation Quantity: 960 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
Emerson	33973	960

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Donaldson	880030	960

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

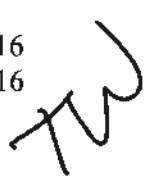
Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED N/A.

Agreement No. AF0357

Issued: February 1, 2016
Effective: April 1, 2016



eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: June 13, 2022

Tariff Record Title: Northern States Power Company, a Minnesota Corporation Agreement AF0360

Option Code: A

Other Information: Part 10.6, version 3.0.0 superseding version 2.0.0

Agreement # AF0360

Amendment # 1

**VIKING GAS TRANSMISSION COMPANY
AMENDMENT TO FIRM TRANSPORTATION AGREEMENT**

This Amendment # 1 is entered into as of this 10th day of March, 2022, by and between Viking Gas Transmission Company, hereafter referred to as "Company," and Northern States Power Company, a Minnesota Corporation, hereafter referred to as "Shipper."

WHEREAS, Company and Shipper have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0360) effective November 1, 2022, hereafter referred to as "Agreement"; and

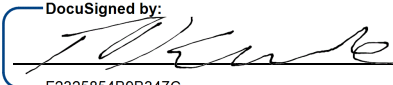
WHEREAS, Company and Shipper agree to reduce Shipper's Transportation Quantity from 32,000 Dekatherms/day to 22,000 Dekatherms/day effective November 1, 2022; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2022, the existing provisions of the Exhibit A to the Agreement shall be deleted in their entirety and replaced with the provisions set forth in the Exhibit A to the Firm Transportation Agreement under Rate Schedule FT-A dated March 10, 2022, attached hereto. Further, except as modified and attached hereto, the Agreement's terms and conditions are in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.


Viking Gas Transmission Company

By: 
F2325854B9B347C...

Name: T.D. Eureste

Title: Vice President - Natural Gas Pipeline

Date: 4/4/2022

DocuSigned by:


**Northern States Power Company,
a Minnesota Corporation**

By: Richard Derryberry 
Digitally signed by Richard Derryberry
Date: 2022.04.01 11:00:27 -06'00'

Name: Richard Derryberry

Title: Director, Gas Supply & Planning
Xcel Energy Services Inc

Date: Authorized Signatory for Northern States Power Company, a Minnesota corporation

EXHIBIT A- 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED March 10, 2022

BETWEEN
NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION
AND
VIKING GAS TRANSMISSION COMPANY

Target effective dates from November 1, 2022 through October 31, 2027 for each year of the Agreement
with the term ending October 31, 2027 2/ 3/

Transportation Quantity: 22,000 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	Minimum Pressure 4/
ANR Marshfield	28872	22,000	700 psi

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Grand Forks	15274	22,000

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

3/ Notwithstanding the target effective date above, service shall commence on the first calendar day of the month following the date that the upstream facilities are available to provide the minimum pressures required for the services at the receipt points as listed above and such service commences for the Shipper. The parties anticipate completion of the upstream facilities necessary to commence services by November 1, 2022. The parties will use commercially reasonable efforts to coordinate with each other regarding the applicable start of service. The five year term will begin as of the actual start of service. Because service is dependent upon

regulatory approvals by the Federal Energy Regulatory Commission (FERC) and the completion of upstream facilities, the services under this Exhibit A shall be subject to termination by Shipper if the upstream facilities project fails to receive all necessary approvals including FERC approval by April 1, 2022. If the upstream facilities are completed to provide service at the minimum pressures above, but Shipper's upstream service has not commenced within one hundred eighty (180) days of such completion, Company may terminate the Service Agreement, this Exhibit A and the services hereunder.

4/ The parties acknowledge that the services described under this Exhibit A are dependent on minimum pressures received from the upstream pipeline at the ANR interconnect. As set forth in Part 8, Section 8.1 of the General Terms and Conditions it is the Shipper's responsibility to deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s). The failure to deliver gas at the minimum pressures above, will not relieve Shipper from its payment obligations for the services described in this Exhibit A.

SUPERSEDES EXHIBIT A DATED October 14, 2020.

Agreement No. AF0360

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: November 20, 2020

Tariff Record Title: Northern States Power Company, a Wisconsin Corporation Agreement AF0359

Option Code: A

Other Information: Part 10.7, version 2.0.0 superseding version 1.0.0

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0359) is entered into this 14th day of October, 2020, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Northern States Power Company, a Wisconsin Corporation, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

None

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge – N/A
- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty (30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

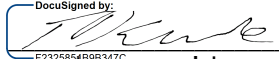
ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

DocuSigned by:

BY: 

TITLE: Vice President - Natural Gas Pipeline



SHIPPER: NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION

BY: **John Welch**  Digitally signed by John Welch
Date: 2020.10.15 12:11:36 -06'00'

TITLE: Vice President, Commercial Operations

Xcel Energy Services Inc

Authorized Signatory for Northern States Power
Company, a Wisconsin corporation

EXHIBIT A- 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED October 14, 2020

BETWEEN
NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION
AND
VIKING GAS TRANSMISSION COMPANY

Target effective dates from November 1, 2022 through October 31, 2027 for each year of the Agreement
with the term ending October 31, 2027 2/ 3/

Transportation Quantity: 8,000 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	Minimum Pressure 4/
ANR Marshfield	28872	8,000	700 psi

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Eau Claire	28693	8,000

Displacement Service: Yes ☐ No ☒

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

3/ Notwithstanding the target effective date above, service shall commence on the first calendar day of the month following the date that the upstream facilities are available to provide the minimum pressures required for the services at the receipt points as listed above and such service commences for the Shipper. The parties anticipate completion of the upstream facilities necessary to commence services by November 1, 2022. The parties will use commercially reasonable efforts to coordinate with each other regarding the applicable start of service. The five year term will begin as of the actual start of service. Because service is dependent upon

regulatory approvals by the Federal Energy Regulatory Commission (FERC) and the completion of upstream facilities, the services under this Exhibit A shall be subject to termination by Shipper if the upstream facilities project fails to receive all necessary approvals including FERC approval by April 1, 2022. If the upstream facilities are completed to provide service at the minimum pressures above, but Shipper's upstream service has not commenced within one hundred eighty (180) days of such completion, Company may terminate the Service Agreement, this Exhibit A and the services hereunder.

4/ The parties acknowledge that the services described under this Exhibit A are dependent on minimum pressures received from the upstream pipeline at the ANR interconnect. As set forth in Part 8, Section 8.1 of the General Terms and Conditions it is the Shipper's responsibility to deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s). The failure to deliver gas at the minimum pressures above, will not relieve Shipper from its payment obligations for the services described in this Exhibit A.

SUPERSEDES EXHIBIT A DATED N/A.

Agreement No. AF0359

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: February 15, 2025

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 10.8, version 7.0.0 superseding version 6.0.0

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: February 15, 2025

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 10.9, version 5.0.0 superseding version 4.0.0

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: February 15, 2025

Tariff Record Title: Concord Energy, LLC Agreement VR1133

Option Code: A

Other Information: Part 10.10, version 2.0.0 superseding version 1.0.0

MISSION COMPANY

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

Rate Schedule PAL

COMPANY: Viking Gas Transmission Company

COMPANY'S ADDRESS: ONEOK Plaza

100 West 5th Street

Tulsa, Oklahoma 74103

BUYER: Concord Energy, LLC

BUYER'S ADDRESS: 1408 Wazee Street

Address Line 2:

P. O. Box:

City: Denver

State/Prov: CO

Zip Code: 80202

TYPE OF AGREEMENT: Parking

PARK AND LOAN (PAL) SERVICE OPTIONS:

Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum PAL Quantity Dekatherms	Daily *** Rate per Dekatherm	Parking Point	Lending Point
1) Buyer Nominated Parking/Lending Service (NPL) * <input type="checkbox"/>								
2) Buyer Requested Term Parking/Lending Service (RPL) ** <input checked="" type="checkbox"/> 02/15/2025 02/16/2025 02/17/2025 02/18/2025 10,000 .27890000 Chisago Zn1 PAL								
3) Company Offered Parking/Lending Service (OPL) ** <input type="checkbox"/>								
4) Buyer Authorized Automatic Parking/ Lending Service (APL) * <input type="checkbox"/>								

Ratable Schedule: Yes

* Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

** Maximum PAL Quantity available during the term of the Exhibit A.

*** If this Exhibit A is at a Negotiated Rate, see description below.

Description of Negotiated Rate:

The negotiated rate is based on a revenue sharing percentage of 80% VGT / 20% Concord for sales by Concord Energy, LLC. The PAL Agreement includes a minimum of \$0.2789 daily rate per Dth with a minimum guaranteed total revenue of \$8,367 over the term of the agreement.

This Exhibit A is made and entered into as of February 14, 2025.

Agreement No. VR1133

Dealbook No. 1987

Index

Tariff - Non-Conforming and Negotiated Rate Agreements, v.5.0.0, Effective 4/22/2022

Part 10.0 - Summary of Non-Conforming and Negotiated Rate Agreements, v.34.0.0, Effective 2/15/2025

Part 10.1 - Wisconsin Gas LLC Agreement AF0059, v.9.0.0, Effective 11/1/2023

Part 10.2 - Wisconsin Gas LLC Agreement AF0022, v.5.0.0, Effective 11/1/2024

Part 10.3 - Northern States Power Company Agreement AF0554, v.16.0.0, Effective 12/1/2023

Part 10.4 - Reserved for Future Use, v.12.0.0, Effective 4/22/2022

Part 10.5 - American Crystal Sugar Company Agreement AF0357, v.6.0.0, Effective 9/1/2020

Part 10.6 - NSP Company, a Minnesota Corporation Agreement AF0360, v.3.0.0, Effective 11/1/2022

Part 10.7 - NSP Company, a Wisconsin Corporation Agreement AF0359, v.2.0.0, Effective 11/20/2020

Part 10.8 - Reserved for Future Use, v.7.0.0, Effective 2/15/2025

Part 10.9 - Reserved for Future Use, v.5.0.0, Effective 2/15/2025

Part 10.10 - Concord Energy, LLC VR1133, v.2.0.0, Effective 2/15/2025