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**FARM TAP
INTERCONNECT AGREEMENT**

BETWEEN

NORTHERN NATURAL GAS COMPANY

AND

MIDAMERICAN ENERGY COMPANY

This Interconnect Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2017, by and between Northern Natural Gas Company, a Delaware corporation (“Northern”) and MidAmerican Energy Company, an Iowa corporation (“MidAmerican”). Northern and MidAmerican are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Northern owns and operates an interstate natural gas transmission pipeline subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission;

WHEREAS, MidAmerican is an electric and natural gas public utility subject to the jurisdiction of the South Dakota Public Utilities Commission;

WHEREAS, MidAmerican currently provides certain natural gas services to Farm Tap Customers in South Dakota and will begin on or about January 1, 2018, providing certain natural gas service to additional Farm Tap Customers in South Dakota currently receiving similar natural gas service from NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern");

WHEREAS, the Parties believe it is appropriate to delineate and coordinate their respective responsibilities, as MidAmerican will be providing certain services to Farm Tap Customers with facilities that are in proximity to Northern’s Facilities; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, Northern and MidAmerican hereby agree as follows:

Section 1. Definitions

1.1 “Agreement” means this Interconnect Agreement between Northern and MidAmerican.

1.2 “Effective Date” means January 1, 2018.

1.3 “Farm Tap” means the delivery tap on the Northern Facilities through which natural gas is delivered into the Farm Tap Distribution System.

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1.4 “Farm Tap Customer(s)” means the party receiving natural gas, currently or in the future, from a Farm Tap Distribution System.

1.5 “Farm Tap Distribution System(s),” for the purposes of this Agreement, means a customer-owned pipeline system (including, without limitation, the Three-way valve and odorization facilities) immediately downstream of the Northern Facilities that extends to deliver natural gas to the Farm Tap Customer.

1.6 “FERC” means the Federal Energy Regulatory Commission.

1.7 “GT&C” means the General Terms and Conditions of Northern’s FERC Gas Tariff, as revised from time to time.

1.8 “Law” means all applicable federal, state, and local laws, regulations, codes, orders, ordinances and good utility practice.

1.9 “Northern Facilities” means the Northern-owned natural gas transmission pipeline, tap, riser, valves, meter, regulators and connections upstream of the inlet side of the Three-way valve.

1.10 “Northern’s Tariff” means Northern’s FERC Gas Tariff, as revised from time to time.

1.11 “Three-way valve” means the mechanical device on a Farm Tap Distribution System through which natural gas is (i) received on the inlet side from Northern Facilities, i.e., the point of connection between the Northern Facilities and the Farm Tap Distribution Facilities, (ii) exposed to odorant contained in the odorant tank and (iii) allowed to flow further downstream to the Farm Tap Customer.

Section 2. Northern Facilities

2.1 Northern shall operate and maintain the Northern Facilities in accordance with applicable Law, Northern’s operating procedures and the provisions of Northern’s Tariff. Northern will be responsible for the costs associated with the operation and maintenance of the Northern Facilities.

2.2 Gas will be delivered by Northern to the connection between the Northern Facilities and the Farm Tap Distribution Facilities pursuant to Northern’s Tariff.

2.3 Northern has no responsibility for the operation or maintenance of any connection, facility or equipment downstream of the Northern Facilities.

2.4 Northern hereby grants MidAmerican access to the Northern Facilities as necessary for maintenance of odorization facilities, meter reading and any other purpose in the reasonable discretion of MidAmerican. MidAmerican may close Northern’s inlet valve when said action is deemed appropriate by MidAmerican for safety or nonpayment by Farm Tap Customer. MidAmerican will notify Northern of such closure as soon as practicable.

Section 3. Gas Utility Service

3.1 MidAmerican acknowledges and agrees it is a public utility under South Dakota Law and the gas utility service provided to Farm Tap Customers is provided in its capacity as a public utility and not in any way for, or on behalf of, Northern.

3.2 MidAmerican will inform Northern of the actual or estimated volume delivered to each Farm Tap on the fourth (4th) business day following the end of each calendar month. MidAmerican will read the meters in the manner and at the frequency deemed appropriate by MidAmerican's operating standards and will provide the actual meter reads to Northern at least annually.

Section 4. Term

4.1 This Agreement will be effective as of the Effective Date, and, except as provided in this Agreement, will remain in full force and effect thereafter for the life of the Northern Facilities.

4.2 This Agreement may be terminated by mutual agreement of the Parties; provided, however, agreement shall not be unreasonably withheld.

Section 5. Assignment

This Agreement will be binding upon and inure to the benefit of MidAmerican and Northern and its successors and assigns.

Section 6. Choice of Law, Jurisdiction, and Waiver of Jury Trial

6.1 This Agreement and performance hereunder are subject to all valid Laws.

6.2 AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

6.3 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 7. Notices

Any notices required by this Agreement will be in writing and addressed to:

- (a) If to MidAmerican:
MidAmerican Energy Company

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Attn: Senior Vice President and General Counsel
666 Grand Avenue, Suite 500
Des Moines, IA 50306
(515) 242-4398

- (b) If to Northern:
Northern Natural Gas Company
Attn: Vice President and General Counsel
1111 So. 103rd Street
Omaha, NE 68124
Fax No.: (402) 398-7426

Section 8. Liability and Indemnification

8.1 Northern will defend, indemnify and save harmless MidAmerican, its affiliated companies (except Northern) and officers, directors, shareholders, employees, subsidiaries, agents and other representatives from and against liabilities, losses, claims, damages, penalties, causes of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) claimed from or against MidAmerican caused or resulting from the negligence or willful misconduct of Northern in the performance of its obligations under this Agreement and in the ownership, construction, operation or maintenance of the Northern Facilities.

8.2 MidAmerican will defend, indemnify and save harmless Northern, its affiliated companies (except MidAmerican) and officers, directors, shareholders, employees, subsidiaries, agents and other representatives from and against liabilities, losses, claims, damages, penalties, causes of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) claimed from or against Northern caused or resulting from the negligence or willful misconduct of MidAmerican in the performance of its obligations under this Agreement and in the provision of gas utility service to Farm Tap Customers.

8.3 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

8.4 In the event a claim is threatened or filed against either Party ("Indemnified Party") for which the other Party ("Indemnifying Party") is obligated to indemnify the Indemnified Party under the terms of this Agreement, the Indemnified Party will promptly notify the Indemnifying Party of such claim and will not settle such claim without the prior written consent of the Indemnifying Party. Participation by either Party in the defense of any claim or suit, for which the other Party may be found liable, will not constitute a waiver of either Party's rights to indemnification hereunder.

Section 9. Miscellaneous

9.1 Each provision of this Agreement will be considered severable so that if any one provision or clause conflicts with or may not be given full effect because of applicable law, this will not affect any other provisions which can be given effect without the conflicting provision or clause.

9.2 No waiver by a Party of any one or more defaults by the other Party in the performance of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

9.3 This Agreement may be executed by Northern and MidAmerican in counterparts, each of which when signed will be deemed an original, but all of which together will constitute one and the same instrument.

9.4 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

9.5 Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (“Imaged Documents”). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither Party will contest the admissibility of Imaged Documents as evidence in any proceeding.

IN WITNESS WHEREOF, Northern and MidAmerican have executed this Agreement effective as of the date first above written.

NORTHERN NATURAL GAS COMPANY

MIDAMERICAN ENERGY COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____