

Schedule No. AGTC-1

AGGREGATION GENERAL TERMS AND OPERATING CONDITIONS

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/s/ Tarin Slayton

Paralegal



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AGGREGATION GENERAL TERMS AND OPERATING CONDITIONS

1. **DEFINITIONS:** The following terms and abbreviations, when used in these General Terms and Operating Conditions (Rate Schedule No. AGTC-1), the Rate Schedules, and the Service Agreements (Agreements), shall have the following meaning:
- 1.1 "Aggregation Pool" shall mean the customer group aggregated to meet the requirements of the Core Aggregation Gas Transportation Program.
 - 1.2 "BTU" shall mean British Thermal Unit.
 - 1.3 "Core Aggregator" or "Aggregator" or "Supplier" shall mean the Montana Public Service Commission (Commission) licensed party on whose behalf Utility provides Core Aggregation Services.
 - 1.4 "Core Aggregation Service" shall mean natural gas supply service provided by Supplier to customers needing Utility's system to transport the natural gas.
 - 1.5 Cubic foot of gas" shall mean that quantity of gas, which, at a temperature of 60° Fahrenheit and at pressure of 14.9 pounds per square inch absolute, occupies 1 cubic foot.
 - 1.6 "Day" shall mean a period of 24 consecutive hours, beginning and ending at 8:00 a.m. Mountain Time.
 - 1.7 "Default Supply" shall mean NorthWestern Energy's Energy Supply Department, which purchases gas on behalf of Utility's customers.
 - 1.8 "Dekatherm" shall mean 1,000,000 BTUs.
 - 1.9 "Gas" shall mean natural gas of the quality specified in Section 2 hereof.
 - 1.10 "Gross heating value" shall mean the number of BTUs in a cubic foot of gas as calculated from a gas analysis obtained by gas chromatography. The heating value shall be calculated by summation of the heating values determined by GPA standard 2145. The heating value shall be calculated on a dry basis at a temperature of 60 degrees Fahrenheit and a pressure of 14.9 pounds per square inch absolute.
 - 1.11 "Load Profiling" shall mean a process that utilizes typical customer load shapes to estimate the supply needs of customers without telemetering.

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- 1.12 "Maximum Daily Delivery Quantity (MDDQ)" shall mean the maximum quantity of gas, after adjustments for compressor station fuel and line losses and other unaccounted for gas, if applicable, which Utility shall deliver to Core Customers or Supplier, or for Supplier's account, at the Point(s) of Delivery on any day. The Utility's Transmission Service Agreements with Shippers contractually establish MDDQs for Shippers. The Utility's gas transmission planning function establishes the MDDQs annually for Core Service.
- 1.13 "Maximum Daily Receipt Quantity (MDRQ)" shall be the MDDQ that Utility has contracted to receive at the Point(s) of Receipt on behalf of Supplier, including the compressor station fuel, line losses and other unaccounted for gas for any particular day.
- 1.14 "MCF" shall mean 1,000 cubic feet of gas and shall be measured as set forth in Section 4 hereof.
- 1.15 "Month" shall mean a period extending from the beginning of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.
- 1.16 "Point(s) of Delivery" shall mean point(s) where Utility delivers gas for the account of Supplier.
- 1.17 "Point(s) of Receipt" shall mean point(s) where Utility receives gas for the account of Supplier.
- 1.18 "Primary Point(s) of Receipt" shall mean those point(s) designated as Primary in the Service Agreement where Supplier is entitled to firm service.
- 1.19 "Psia" shall mean pounds per square inch absolute.
- 1.20 "Psig" shall mean pounds per square inch gauge.
- 1.21 "Secondary Point(s) of Receipt" shall mean points other than Primary Point(s) of Receipt where Utility receives gas for the account of Supplier for transportation under a Service Agreement.
- 1.22 "Used and Unaccounted For" (U&UAF) shall mean volumes associated with standard operating procedures in the delivery of gas.
- 1.23 "Utility" shall mean NorthWestern Energy.

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Any capitalized term used in this Schedule No. AGTC-1, which term is not defined in this Section, shall have the meaning set forth in NorthWestern Energy's Natural Gas Tariff Rule 1 or Schedule No. GTC-1.

QUALITY OF GAS:

2.1 General Standards: Gas delivered to Utility shall be merchantable natural gas, at all times complying with the following quality requirements:

- A. Gas shall be in its natural state as produced, including all hydrocarbon constituents therein contained except liquid or liquefiable hydrocarbons removed by Supplier. Supplier shall also have the right to remove nonhydrocarbon constituents. Supplier may enrich the gas to the extent required to meet the gross heating requirement set forth in paragraph "B" below, and may subject the gas, or permit the gas to be subjected, to compression, cooling, cleaning, dehydration and other processes. If Supplier is transferring gas to Utility transmission line directly, provisions must be made by Supplier to odorize the gas to the requirements set forth in the Department of Transportation publication CFR Title 49 Part 192.625.
- B. The gross heating value of gas delivered to Utility shall not be less than 900 BTUs per cubic foot, and shall not be more than 1,200 BTUs per cubic foot. Utility may reject receipt of gas having a gross heating value of less than 900 BTUs per cubic foot or more than 1,200 BTUs per cubic foot. Acceptance of gas not meeting this gross heating value requirement shall not constitute a waiver of Utility's right to reject receipt of nonconforming gas.
- C. Gas shall be merchantable and usable by the ultimate consumers without further treatment. In particular, the gas received by Utility hereunder at the Point(s) of Receipt shall be commercially free of dust, gum, gum-forming constituents, gasoline, other objectionable substances, and other solid or liquid matter that may become separated from the gas during transportation or storage and shall conform to the following specifications:

- 1. Dust, rust or other solids None
- 2. Carbon dioxide Not more than 2% by volume
- 3. Oxygen Not more than 10 parts per million or .001% by volume
- 4. Hydrogen sulfide Not more than 1/4 grain per 100 cubic feet

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| 5. Total sulfur | Not more than 2.0 grains per 100 cubic feet |
| 6. Temperature | Not more than 120° Fahrenheit. |
| 7. Water vapor | Not more than 4 pounds of water vapor per 1,000,000 cubic feet of gas |
| 8. Hydrocarbons | None liquefiable at temperatures in excess of 15 (Fahrenheit at pressures up to 1,200 psig. |
| 9. Nitrogen | Not more than 15% by volume |

D. Unless otherwise agreed, Utility shall not be required to receive at any Point of Receipt gas that is of a quality inferior to that required by a third party at any Point of Delivery.

2.2 Utility's Option to Treat: Utility, at its option, may refuse to accept delivery of any gas not meeting the quality specifications set out in this Section. Thereafter, Supplier shall have the right to conform the gas to the above specifications. If Supplier does not elect to conform the gas to the specifications, then Utility may, at its option, accept gas tendered by Supplier which does not meet the specifications above, treat the gas to conform it to the specifications and charge Supplier for the actual cost of such treating, including, but not limited to, capital costs, O&M, fuel and shrinkage. Any Supplier tendering non specification gas shall indemnify Utility for any injury, damage, loss or liability caused by the delivery of such gas, except to the extent Utility knowingly and willingly accepts such non specification gas.

2.3 Hydrogen Sulfide: At Utility's sole discretion, Utility may install, at Supplier's expense, a properly operating hydrogen sulfide monitoring device (H2S monitor) that is capable of curtailing any deliveries to Utility of gas containing hydrogen sulfide in excess of 1/4 grain per 100 cubic feet (4 ppm).

PRESSURE:

3.1 Pressure at the Point(s) of Receipt: Supplier shall cause the gas to be tendered at the Point(s) of Receipt at a pressure sufficient to enter Utility's system, provided Supplier shall not, except with the agreement of Utility, be permitted to tender the gas at any Point of Receipt at a pressure in excess of the pressure specified for that Point of Receipt as set forth in the Agreement. If Supplier can supply gas at a higher pressure than the design of the pipeline system, Utility shall install, as a part of the equipment required under Section 4.3 below, pressure limiting devices to ensure the maximum allowable operating pressure (MAOP) of the pipeline shall not be exceeded.

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9. WARRANTIES:

9.1 Eligibility:

- A. Any Supplier transporting or storing gas on Utility's system warrants for itself, its successors and assigns that all gas delivered to Utility for service shall be eligible for the requested service under applicable rules, regulations or orders of the appropriate regulatory authority.
- B. Supplier shall indemnify Utility and save it harmless from all demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorney fees incurred enforcing this indemnity obligation or defending a third party claim) and regulatory proceedings, arising from breach of these representations and warranties.

9.2 Title: Supplier warrants title to all gas delivered by it to Utility. Supplier and Utility warrant that each has the right to deliver and redeliver the gas, and that such gas is free from liens and adverse claims of every kind. Supplier shall indemnify and save Utility harmless against all loss, damage, claims and expense of every character with respect to gas delivered by it on account of royalties, taxes, payments, liens or other charges arising before or created upon delivery of the gas.

9.3 Firm Delivery: Supplier represents that gas supplies necessary to cover the maximum firm peak day requirement as represented by the total MDDQ plus U&UAF in the Agreement shall be supplied on a firm basis. The firmness of such gas supplies shall be reviewed by the Commission upon complaint.

10. RESPONSIBILITY FOR GAS:

Utility shall be deemed to be responsible for all gas from the time that such gas is received by it at the Point(s) of Receipt to the time that it is delivered at the Point(s) of Delivery. Utility shall not be liable for any loss arising from or out of the services it provides while such natural gas is in its control, or for any other cause, except for gross or willful negligence of Utility's employees. Whether Utility has violated this standard of care shall be established by the relevant natural gas industry business practice, specifically the applicable Pipeline and Hazard Material Safety Administration policies and regulations.

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11. TERMINATION:

11.1 Termination of Agreement:

- A. Utility's obligation to provide, and Supplier's contractual right to receive, service shall terminate on the earlier of: (a) the date provided in the applicable Agreement for the termination of service; or (b) the date on which Utility determines, on a nondiscriminatory, basis to cease transporting gas.
- B. The Agreement between an Aggregator and Utility can be terminated if Aggregator fails to issue payment to Utility within seven (7) days of issuance of a past due notice, or if Utility receives any notification that Aggregator has filed or will be filing any type of bankruptcy, or closing its business.
- C. Utility reserves the further right to unilaterally terminate or temporarily suspend service if Utility, in the reasonable exercise of its sole discretion, determines that such service is injurious to the physical operation of any Utility facilities or if Aggregator does not comply with any provisions contained in this Rate Schedule or Agreement. Aggregator shall not be entitled to transportation service under the Agreement or otherwise, subsequent to the effective date of any termination hereunder.

11.2 Commission Action: Agreement may be terminated or renegotiated as to the applicable terms at any time by Supplier or Utility, each in their sole discretion, if the Commission or the FERC, whichever is applicable, determines that the rates or fees per dekatherm as provided in the Agreement are not in accordance with the Commission's or the FERC's regulations or governing statutes, or are not fair and equitable to all parties.

11.3 Non-Performance: Utility may terminate the Agreement if Supplier is charged balancing penalties for failure to meet the daily confirmed nominations imposed by Utility 3 times in the first year of the Agreement, or 5 times during the life of the Agreement, or if Supplier does not comply with any provisions contained in this Rate Schedule, the Agreement, or Commission licensing provisions.

11.4 Termination of Customer Enrollment Form:

- A. The Customer Enrollment Form shall remain in effect unless any of the following occurs:

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1. After initial contract term, any party provides 30-day advance written notice of cancellation to Utility and/or the other parties;
 2. Any party goes out of business;
 3. Customer is no longer receiving service at the meter location;
 4. Aggregator cancels service to Customer for Customer's failure to pay for service provided by Aggregator under the Program by sending written notice of cancellation to Utility and Customer;
 5. Utility cancels service to Aggregator for Aggregator's failure to pay for service provided by Utility or for other breach of Contract by sending written notice of cancellation to Aggregator and Customer, pursuant to Section 8. D. below;
 6. Aggregator, Customer or Utility files for or is forced into bankruptcy proceedings;
or
 7. Change in Utility's tariff rate schedules that materially affect the rights of the parties.
- B. Customer shall have 45 days from the date of the cancellation notice by Aggregator in which to join another Aggregation Pool or return to Utility's Core Service. If the Agreement between Aggregator and Utility is canceled and Customer continues to receive service at its meter location, Customer shall be served by Utility's Core Service and billed in accordance with the tariffs currently being exercised to supply other Customers of such service, until Customer elects another Aggregator.
- C. Customers shall remain responsible to Utility for any charges incurred by their Aggregator(s) associated with the Program prior to the effective date of service termination.
- D. Supplier shall not be entitled to transportation service under the Agreement or otherwise, after the effective date of any termination.

12. LIABILITY OF PARTIES:

Utility and Supplier each assume full responsibility and liability for the maintenance and operation of its respective properties and equipment and shall indemnify and save harmless the other party from all liability and expense due to any and all damage, claims or actions, including injury or death of persons, arising from any act or accident in connection with installation, presence, maintenance and operation of the property and equipment of the indemnifying party save and except such damage, claim or action caused by the negligence of the party otherwise to be indemnified hereunder.

13. TAXES:

Supplier shall pay, or cause to be paid, all production (including ad valorem-type production taxes), gathering, delivery, sales, severance, or other excise taxes or assessments upon the gas delivered by.

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Supplier to Utility that are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly. Supplier shall be responsible for all taxes imposed upon the transportation of the gas to be transported, and shall reimburse Utility for any such taxes incurred by or assessed to Utility.

14. TRANSMISSION CAPACITY ALLOCATION:

Utility shall allocate, and Supplier shall accept, a portion of Transmission Capacity for each Aggregation Pool based on the estimated annual load of such Aggregation Pool. Allocations are Customer specific, and shall follow Customer if Customer changes Suppliers. Transmission Capacity shall be equal to 1.01% of the Estimated Annual Load of the Aggregation Pool. In circumstances where actual data and/or load information exist, Utility, Customer, or Supplier may present such evidence and propose to change the Transmission Capacity Allocation for a specific pool. Utility, in its sole discretion, shall determine if a change in the Transmission Capacity Allocation is warranted.

15. NOMINATIONS AND MARKET AND SUPPLY BALANCING:

15.1 Nominations: Nominations for core aggregation receipts and deliveries are performed similarly to other nominations placed on Utility's transmission system.

- A. Each week Utility shall provide month-to-date usage information that will be used to determine the appropriate nominations for balancing purposes.
- B. At its discretion, Utility may modify receipt nominations to balance storage inventories, adjust for weather variations, or for other operational reasons. At no time shall the receipt nomination exceed the aggregated pool's MDDQ plus fuel U&UAF unless mutually agreed to by Utility and Supplier. During Critical Operating Times, the receipt nominations shall default to the aggregated pool's MDDQ plus any fuel reimbursement, less the aggregated pool's storage MDDQ.

15.2 Monthly Imbalances:

- A. Cumulative monthly imbalance volumes (difference between required receipt volume and actual receipt volumes), expressed as a percentage of required receipts of ten percent (10%) or less, shall be carried forward to the Aggregation Pool's storage inventory, net of storage U&UAF.
- B. Cumulative Imbalances Greater than 10%: Cumulative monthly imbalance volumes expressed as a percentage of required receipts, of greater than 10% shall be treated as Cash Out Volumes, or may be carried forward to the Aggregation Pool's storage inventory at the discretion of Utility. In the event such imbalances are carried forward to storage inventory,

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- 15.7 Imbalances With Other Parties: Utility shall not be responsible for eliminating any imbalances between Supplier and any third party.
- 15.8 Balancing Upon Termination: Upon termination of the Agreement, any existing cumulative imbalance shall be eliminated by the delivery of gas at the earliest practicable date, not to exceed 30 days following such termination. If at the end of the 30-day period an imbalance exists, the imbalance will be resolved in accordance with the Cash Out Volume procedure set forth in Section 15.2.
- 15.9 Default Supply Exclusion: Default Supply shall not be subject to the Core Aggregation provisions of this Section.
16. STORAGE:
- 16.1 Storage Inventory Requirements: Each year, for each Aggregation Pool, Supplier shall be required to have in storage the following percentages of their full Storage Capacity requirements: on September 1, 75% of full requirements; on November 1, 100% of full requirements; and on February 1, 30% of full requirements. If Supplier fails to meet the storage capacity requirements set forth herein, Utility at its discretion may apply the Cash Out provision to volumes below the storage targets and volumes above 100% of the Allocated Storage Capacity. The applicable Cash Out price shall be determined from the target date to the immediately preceding target date. For example, the lowest and the highest prices from February 1 through September 1 shall apply to September 1 Cash Out transactions.
- 16.2 Allocation of Capacity and Deliverability: Utility shall allocate, and Supplier shall accept, a portion of storage capacity and storage deliverability for each Aggregation Pool based on the estimated annual load of such Aggregation Pool. Allocations are Customer specific, and shall follow Customer if Customer changes Suppliers.
- A. Storage Deliverability Allocation: Storage Deliverability shall be equal to 57.17% of Customer's allocated Transmission Capacity.
- B. Storage Capacity Allocation: Storage Capacity shall be equal to 74 days of Storage Deliverability.
- 16.3 Default Supply Exclusion: Default Supply shall not be subject to the Core Aggregation provisions of this Section.

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17. SERVICE AGREEMENT:

- 17.1 Firm Receipt Capacity: Aggregator shall be required to designate Primary Point(s) of Receipt equal to the Aggregation Pool's transmission MDDQ, plus U&UAF, less Storage MDDQ. The firmness of such gas supplies shall be reviewed by the Commission upon complaint.
- 17.2 Forms: Supplier shall enter into a contract with Utility utilizing Utility's appropriate standard form of Core Aggregation Transportation Service Agreement (Agreement).
- 17.3 Term: The term of the Agreement shall be agreed upon between Supplier and Utility at the time of the execution thereof.
- 17.4 Miscellaneous: Utility reserves the right to tailor Agreements to individual needs of Supplier and Utility at the time of the Agreement; however, any specific Agreement requirements shall not unduly discriminate against or unnecessarily restrict access to any Supplier.
- 17.5 Modification: Subject to Commission approval, Utility shall have the right at any time and from time to time to amend, modify or cancel any and all of the provisions of this Rate Schedule without liability to or consent from any Supplier.
- 17.6 Further Conditions: Transportation and storage service shall be subject to such further conditions as are contained in the Agreement.
- 17.7 Customer Elections: Customer shall give Utility written notice 45 days prior to returning to Core Service. Customer can return to Core Service only after receipt of a minimum of 12 months of Core Aggregation Service or for the reasons set forth in Section 11.4 B and must stay on Core Service for a minimum of 12 months before returning to Core Aggregation Service. If Customer elects to switch Suppliers providing Core Aggregation Service, notice shall be given to the Utility 5 days prior to Customer's billing date, for the switch to be effective for Customer's next billing period.
- 17.8 Default Supply Exclusion: Default Supply shall not be subject to the Core Aggregation provisions of this Section.

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18. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY:

18.1 Priority 1 - Firm Transportation and Storage Service: Utility shall supply service first to its firm Suppliers, firm Shippers, and Core Customers. If full service cannot be provided, i.e., firm curtailments are necessary at Utility's interconnection, Utility shall provide service on a pro rata. Firm transportation and storage services and firm Suppliers shall be treated on a pro rata basis with Core Customers for purposes of allocating available capacity, except that Utility shall have the right to deviate from this procedure when, in its sole discretion, it is necessary to do so to mitigate threats to the public health and safety.

18.2 Capacity Allocation, Process, and Cost Recovery:

A. Allocation: If the demand for new firm capacity as determined by the Long Term Planning process set forth in Section 18.7(B) of Schedule GTC-1, which includes but is not limited to receipt point capacity, transmission capacity, distribution capacity, and storage deliverability and capacity, is greater than the available capacity, the available capacity shall be allocated on a pro rata basis between firm Transportation, and Core Aggregators bases on the applicable MDDQs Existing firm capacity and deliverability under active Core Aggregation, Transportation and Storage service agreements shall not be affected by this provision.

B. Process to Request Additional Capacity and Cost Recovery: If the demand for new firm capacity as determined through the Long Term Planning process in Section 18.7(B) of Schedule No. GTC-1 requires additional firm capacity on the upstream side of Utility's interconnections, and Suppliers are unable to procure this firm upstream capacity for themselves, they will provide written notice to Utility and request that Utility procure upstream capacity on their behalf. Upon receipt of such written notice, Utility, in addition to adding the required infrastructure on its own transmission system, will make best efforts to either procure the requested capacity or assign some of its own capacity through a bidding process to the requesting Suppliers. The amount of upstream capacity to be procured and/or assigned will be negotiated with requesting Suppliers and documented in the applicable transmission and storage service agreements. Suppliers will have the opportunity to request which interconnections they prefer to have their gas procured and/or assigned from; however, once the interconnections have been selected, they cannot be changed unless approved by Utility. If the Long Term Planning process in Section 18.7(B) of Schedule No. GTC-1 requires additions to Utility's infrastructure, any costs associated with adding new transmission or storage infrastructure on Utility's transmission system will be collected from customers through the normal rate making process. Utility's costs for procuring and/or assigning upstream capacity or increasing storage deliverability, if applicable, will be recovered from the Suppliers for which the service is procured and/or assigned. Depending on the specific circumstances these costs will be directly assigned to Suppliers or allocated on a pro rata basis based on applicable

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MDDQs and will be invoiced to Suppliers on a monthly basis. If these costs are procured on behalf of the Suppliers or assigned to the Suppliers, these transactions will be subject to NorthWestern Energy's credit policy, which may require Supplier to post the appropriate amount of collateral.

18.3 Miscellaneous:

- A. Shipper and Utility shall collaborate in making receipt and delivery adjustments, if possible, which may be necessary to protect life, health and safety.
- B. Upon expiration of the Agreement, Shipper's Service Date will terminate.

19. STANDARDS OF CONDUCT:

Utility shall comply with the Standards of Conduct set forth in Rate Schedule No. GTC-1.

20. MISCELLANEOUS PROVISION:

- 20.1 Requests for Services: Requests for Core Aggregation Transportation Service shall be submitted, in writing, and shall provide the required information utilizing the Customer Enrollment Form. The Default Supplier shall not be required to meet the requirements of this Section.

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- 20.2 Creditworthiness: Utility shall not be required to perform or to continue service on behalf of any Supplier who is or may become insolvent or has not demonstrated creditworthiness by providing the following information:
- C. Audited financial statements of Supplier or its guarantor for the two (2) most recent preceding years that show acceptable financial strength as determined by Utility in its sole discretion.
 - D. Current Senior unsecured long-term ratings from Standard and Poor's or Moody's ratings agencies.
 - E. Such other documentation as Utility shall reasonably request in connection with the service being requested.
 - F. If Utility has determined Supplier is not creditworthy based on information provided above, Supplier may receive service if Supplier provides a cash deposit, letter of credit, or creditworthy guarantor for such service in an amount equal to the cost of performing the maximum level of service requested by Supplier for a four (4) month period.
 - G. A Letter of Credit form must be acceptable to Utility and issued by a U.S. commercial bank or a foreign bank with a U.S. branch office. Such bank shall have a Moody's credit rating of at least "A3" and a Standard and Poor's credit rating of at least "A-".
 - H. Default Supply Exclusion: The Default Sshall not be required to meet the requirements of this Section.
- 20.3 Waiver of Default: No waiver by either party of any default by the other in the performance of any provisions of an executed Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.
- 20.4 Assignability: An executed Agreement shall bind and inure to the respective successors and assigns of the parties, but no assignment shall release either party from such party's obligations without the written consent of the other party, which consent shall not be unreasonably withheld.
- 20.5 Effect of Headings: The headings used throughout this Rate Schedule, Rate Schedules to which they apply and the executed Agreements are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any section nor to be deemed in any way to qualify, modify or explain the effects of any such terms or provisions.

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- 20.6 Further Conditions: Transportation and storage services shall be subject to such further conditions as are contained in the Agreement.
- 20.7 Miscellaneous:
- A. Utility shall not be required to perform or continue service on behalf of any Supplier that fails to comply with the terms contained in this Rate Schedule.
 - B. Aggregator shall not be entitled to receive service if Aggregator is not current in its payments to NorthWestern Energy for natural gas or electric utility service, or any charge, rate or fee authorized by the Commission for authorized services; provided, however, if the amount not current pertains to a bona fide dispute, including, but not limited to, force majeure claims relating to transportation or storage of gas, Aggregator shall be entitled to receive or continue to receive service if Aggregator posts a bond satisfactory to Utility to cover the payment due Utility.
 - C. If any penalty, that would otherwise be applicable under these provisions, is a direct consequence of any action or failure to take action by Utility, or the failure of any facility under Utility's control, or an event of force majeure as defined in this Rate Schedule, said penalty shall not apply.
 - D. Supplier warrants that it will not take any actions that would subject Utility to the jurisdiction of FERC, the Department of Energy or any successor government agency; provided, however, that service in accordance with Utility's Order 63 certificate will not be considered a breach of this warranty.

SERVICE AND RATES SUBJECT TO COMMISSION JURISDICTION: All rates and service conditions under this Rate Schedule are governed by the rules and regulations of the Public Service Commission of Montana and are subject to revision as the Commission may duly authorize in the exercise of its jurisdiction.

