

- 49/ For the period 03/01/2009 through 10/31/2018, Shipper shall pay a base reservation rate equal to an annual average rate of \$0.2200/DTH/day, inclusive of surcharges, and a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as revised from time to time; plus:

Whenever Shipper utilizes Demarcation as a alternate receipt point, one or a combination of the following; as applicable, to reflect Shipper's actual gas purchase costs on any given day, on all volumes actually receipted by Shipper at Demarcation for service under this Agreement:

- i. For volumes purchased on a daily basis, fifty percent (50%) of the difference between the daily "Gas Daily" Index prices at the Ventura and Demarcation pricing points on Northern,
- ii. For volumes purchased and base loaded for the month, fifty percent (50%) of the difference between the "Inside FERC" First of the Month Index prices at the Ventura and Demarcation pricing points on Northern.

Shipper shall provide Northern the applicable index price(s) subject to reasonable verification by Northern. This sharing mechanism is only applicable when the Ventura price is higher than the Demarcation price; or

Whenever Shipper uses an alternate receipt point other than Demarcation, fifty-percent (50%) of the difference between the daily prices at the alternate receipt point and the daily "Gas Daily" Index price at the Ventura pricing point on Northern on all volumes actually receipted by Shipper at the alternate receipt point for service under this Agreement. This sharing mechanism is only applicable when the Ventura price is higher than the alternate receipt point. For purposes of determining the daily price at the alternate receipt point other than Demarcation, Northern and Shipper will agree to utilize Shipper's actual gas purchase costs at the alternate receipt point as provided by Shipper and subject to reasonable verification by Northern.

In addition, as provided for in Northern's FERC Gas Tariff, Shipper shall provide any applicable fuel use and unaccounted-for, and shall pay any applicable electric compression charge and the Carlton commodity surcharge.

With the exception of alternate deliveries to Mankato #1A, during the months of November through March, the rates above are applicable to the Alternate Delivery Points listed for ultimate consumption at Shipper's other facilities provided Shipper is unable to use the capacity at the Primary Delivery Point due to Shipper's operational reasons; however, the rate shall not be applicable for more than thirty (30) days during each November through March period. With the exception of Mankato #1A, during the months of April through October, the rates are applicable to the Alternate Delivery Points listed for ultimate consumption at Shipper's other facilities without regard whether the capacity can be used at the Primary Delivery Point.

For alternate delivery to the Mankato #1A TBS, the rates above will apply plus Shipper shall pay Northern an additional amount as follows:

- i. During the months of November through March, an amount equal to \$0.25/DTH multiplied by the DTH of gas delivered during the month.
- ii. During the months of April through October, an amount equal to \$0.10/DTH multiplied by the DTH of gas delivered during the month.

To the extent Shipper utilizes Demarcation as an alternate receipt point for delivery to Mankato #1A, then the additional amount above will not apply to this volume. However, Northern will continue to collect additional amounts through the provisions of paragraphs 2b through 2d.

To the extent Shipper uses Demarcation as an alternate receipt point for delivery to Mankato #1A and Shipper is allocated and subsequently sources gas from another receipt point in Northern's Market Area, then the additional amount above will not apply on the allocated volume that is scheduled from another receipt point.

The provisions of this paragraph shall be effective through March 31, 2010. This date may be extended from year to year thereafter upon mutual agreement of the parties by an amendment hereto, which agreement shall not be unreasonably withheld.

If the capacity is scheduled at (1) an Alternate Delivery Point but not in accordance with paragraphs f. and g., or (2) at an alternate delivery point not listed below, Shipper shall pay Northern an additional \$0.2500/DTH/day for the entire month for each DTH of service used at an Alternate Delivery Point not in accordance with the above, or at another alternate delivery point.