

Shipper Name: Eco-Energy Natural Gas, LLC
Contract No.: 138211
Rate Schedule: TFX
Term of Negotiated Rate: 04/01/2024 through 10/31/2024
Non-conforming Agreement: No
Winter Quantity Dth/day: 0
Summer Quantity Dth/day: 50,600
Receipt Points: Vaquero Caymus Plant Pecos Co, Brownfield Pool, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: Brownfield Pool, NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.95; and (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.15 then "P" will be equal to 0.4941. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above. In the event the fuel percentage changes for deliveries to Demarc from Fuel Section 1, Northern and Shipper will mutually agree to negotiate, in good faith, to adjust the associated formula components and total MDQ affected by such change.

Shipper's charges in paragraphs above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.20/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Brownfield Pooling Point at the Rate set forth in paragraphs above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth in paragraphs above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 25,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.