

Shipper Name: Tenaska Marketing Ventures
Contract No.: 132668
Rate Schedule: TFX
Term of Negotiated Rate: 12/01/2022 through 10/31/2024
Non-conforming Agreement: No
Winter Quantity Dth/day: 20,000
Summer Quantity Dth/day: 20,000
Receipt Points: Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

During the winter months of November through March:

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, 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; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

During the summer months of April through October:

The total daily charge for the contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, 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; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

Shipper's charges 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, 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 \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 rates set forth above, any Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.