

<u>Shipper Name:</u>	ETC Marketing, Ltd.
<u>Contract No.:</u>	142070
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	10/01/2024 through 08/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	33,000
<u>Summer Quantity Dth/day:</u>	33,000
<u>Receipt Points:</u>	ETC Sonora-Benedum Plants, ETC Martin County
<u>Delivery Points:</u>	Atmos Spraberry, Enterprise Texas Pipeline Spraberry, GCX Spraberry, Whistler Pipeline-Spraberry

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by (i) \$5.7102/Dth during the summer months (April through October), and (ii) \$10.2807/Dth during the winter months (November through March) (Rates) and shall include all applicable surcharges.

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 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 1 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 charge for each of the following: (i) \$0.40/Dth/day for deliveries to points located in MIDs 1 through 16A; and (ii) a charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery. 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 MDQ, at the rates set forth above, either (1) any Field Area receipt point located in MIDs 8 through 16B for delivery to primary and alternate points listed in the Agreement; 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 6.

Shipper may realign primary receipt point entitlement between ETC Sonora-Benedum Plants (POI #506) and ETC Martin County (POI #78949) without an impact to the Rates. If any other 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 Rates set forth above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.