

<u>Shipper Name:</u>	Eco-Energy Natural Gas, LLC
<u>Contract No.:</u>	135827
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	15,000
<u>Summer Quantity Dth/day:</u>	15,000
<u>Receipt Points:</u>	Vaquero Caymus Plant Pecos Co, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	El Paso/NNG Plains 26 Del, OneOk Westex Reeves, El Paso/NNG Waha, Agua Blanca Pecos Co

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.35/Dth (Rate) multiplied by the applicable number of days in the month 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 Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points 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) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B, and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred 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 any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del. 26 (POI 2618), or 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set 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.