121/ For the period 04/01/2011 through 03/31/2012, Shipper shall pay a total daily rate for the contract MDQ equal to a base rate of 0.03/DTH/day plus the arithmetic value obtained from the formula ((X) times (Y) plus (A) times (B) times (C)) where (X) = the Midpoint price from "Gas Daily" Northern, Demarc minus the Midpoint price from "Gas Daily" NGPL, Amarillo receipt minus 0.03 but in no event less than zero, (Y) = 0.65, (A) = The Midpoint price from"Gas Daily" at Northern, Ventura minus the Midpoint price from "Gas Daily" Northern, Demarc but in no event less than zero; (B) = the targeted % of primary to alternate (P to A) and alternate to primary (A to P) volumes scheduled through Oakland for the Timely Nomination Cycle as posted for each gas day, except in the event of another mainline group allocation between Demarc and Ventura: and (C) = 0.50. In the event of another mainline group allocation between Demarc and Ventura, (B) shall equal the greater of (i) the targeted % of P to A and A to P volumes scheduled through the applicable mainline group(s) between Demarc and Ventura for the Timely Nomination Cycle for each gas day or (ii) the % of actual volumes scheduled on this contract to the delivery points included in the Oakland Allocation Group during the timely Nomination Cycle. The monthly rate will be the sum of all daily rates from the formula above.

In addition to the above $\operatorname{rate}(s)$, Shipper shall provide any applicable fuel use and unaccounted for.

The rate stated herein is applicable to the receipt and (or) delivery points (POI) listed. Shipper agrees that if any other receipt or delivery points are used either on a primary or alternate basis, the rates set forth herein will not be applicable and Shipper shall pay the higher of the rate set forth above or Northern's maximum tariff rates for the entire contract MDQ for the day any points not listed are used.

In addition to the above rate(s), Shipper shall pay (a) the FERC-approved Carlton surcharge, if applicable, and (b) all FERC-approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

123/ For the period 11/01/2011 through 10/31/2024, Shipper shall pay Northern's maximum rates and charges plus all applicable surcharges in effect from time to time. These rates are subject to redetermination in accordance with the methodology in Paragraph B.4. of the Letter Agreement dated February 15, 2006.

Shipper shall reimburse Northern for the costs of the construction of all required facilities by paying a rate for the incremental capacity derived from Northern's cost of service associated with the new facilities. The cost of service rates for such facilities as are assigned to be the responsibility of Shipper will be determined using the methodology used for Exhibit N of certificate filings as provided in 18 C.F.R. §157.14 (a) (16) (ii) which currently states that the costs shall be classified in accordance with the Commission's Uniform System of Accounts for Natural Gas Companies, including the annual depreciation, depletion, taxes, utility income, and resulting rate of return on net investment in gas plant including working capital. The return on common equity, the overall return, or pre-tax return, as appropriate, will reflect the last approved (not proposed) percentage return established for Northern in a Section 4 general rate case at the FERC.

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