

147/ For the period 11/01/2013 through 03/31/2016, Shipper shall pay a volumetric reservation rate equal to \$0.80/Dth multiplied by the daily quantities delivered pursuant to this Agreement during the months of November through March (winter). However, Northern shall receive a minimum of \$400,000 in revenue from reservation and commodity charges, SMS charges, authorized overrun and IDD revenues for each winter season under this Agreement. Northern shall have the unilateral right with 60 days advance written notice to convert this volumetric entitlement to maximum tariff rates. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to no less than 500 Dth/day by providing Northern written notice within 30 days of Northern's notice. Such reduction will be effective at Shipper's election as of the date of Shipper's written notice or 60 days following the date of Northern's notice.

In addition, Shipper shall (i) pay a commodity rate equal to the maximum commodity rate provided in Northern's FERC Gas Tariff as revised from time to time, (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC-approved surcharges applicable to the service provided hereunder.

In consideration for the above rates, all gas transportation services for Shipper's Plants shall be provided for under this Agreement. If another agreement is used to serve these markets, the rates granted herein shall be terminated for any month in which another agreement is used and Northern's maximum rate will apply. Shipper's use of fuel oil is not precluded herein.

The negotiated 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 Northern's maximum tariff rates will apply for the entire contract each season that any points not listed are used.

149/ For the period 03/01/2014 through 03/31/2014, the total daily rate for the Contract MDQ shall be the MDQ multiplied by the arithmetic value obtained from the formula $((X) \text{ minus } (Y) \text{ minus } ((A) \text{ times } (Y)))$ (rate) where (X) = the Midpoint price from "Gas Daily" Northern, demarc; (Y) = minus the Midpoint price from "Gas Daily" Waha receipt plus \$0.09; (A) = 0.0244. However, in no event will the daily rate be less than zero. The monthly rate will be the sum of all daily rates from the formula above.

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 (or) delivery points (POI) listed. Shipper agrees that if any receipt or delivery points not listed are used either on a primary or alternate basis, the rates set forth above will not be applicable and Shipper shall pay the higher of the rates set forth above or Northern's maximum tariff rates each day for any quantities received or delivered at any points not listed. In addition, Shipper can receive up to 5,000 Dth/day at both the DCP Fullerton Plant (POI 36511) and the DCP Spraberry Plant (POI 2689) for deliveries to NNG FIELD/MKT DEMARCATION -16B (POI 37654) at the rates set forth above.