

- 163/ For the period 11/01/2014 through 10/31/2024, if Shipper uses (not as a result of an oversight or scheduling error) any delivery point other than the (i) St. Ansgar IA #1 (POI 3818) town border station on a primary basis; (ii) Zone ABC-Black Hills (POI 60228) for ultimate redelivery to the St. Ansgar IA #1 on a primary basis; or (iii) Ogden Def. Delivery Point for ultimate redelivery to the St. Ansgar IA #1 on an alternate basis, Shipper shall pay a reservation fee equal to two times Northern's maximum reservation rate for the entire contract MDQ for the month that any other points are used.
- 165/ For the period 01/01/2015 through 01/31/2015, the total daily rate for the Contract MDQ shall be the MDQ multiplied by the arithmetic value obtained from the formula  $[(X \text{ minus } (Y \text{ divided by } A))]$  (rate) where (X) = the Midpoint price from "Gas Daily" Northern, demarc; (Y) = the average of the Midpoint prices from "Gas Daily" (i) Waha and (ii) Panhandle, Tx-Okla., and (iii) ANR, Okla; plus \$0.03; and (A) = 0.975. 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 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 the entire contract MDQ for the month that any points not listed are used.

In the event of a realignment of any of the entitlement under this Agreement, Shipper shall pay the higher of Northern's maximum rates or the rates generated using the formula set forth above where formula component (Y) is equal to the lower of the "Gas Daily" Midpoint prices at: (i) Waha; (ii) El Paso, Permian; (iii) ANR, Okla.; (iv) NGPL, Midcontinent; or (v) Panhandle, Tx.-Okla. for the realigned entitlement for the remaining term of the Agreement.

For the Gas Day 01/08/2015, the primary firm receipt entitlement at the Regency Hemphill Plant (POI #71394) and Regency Spearman Residue (POI #78924) is increased and the primary firm receipt entitlement at OASIS/NNG Waha (POI #62148) is decreased and the realignment rate paragraph immediately above is not applicable to the realigned quantities.