For the period 11/01/2015 through 3/31/2016, the total daily rate for the Contract MDQ shall be the arithmetic value obtained from the formula [("X" minus ("Y" divided by "A")) times "B"] (rate) where "X" = the Midpoint price from "Gas Daily" Northern, demarc; "Y" = the average of the Midpoint prices from "Gas Daily" at (i) Waha; (ii) NGPL, Midcontinent; plus \$0.02; and (iii) ANR, Okla; plus \$0.02; "A"=0.975; and "B" = 0.85. 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 the event of an outage on Northern (including, but not limited to, Force Majeure) that is declared prior to the nomination deadline for the timely cycle that impacts the primary points set forth herein, the daily rates set forth above for each day of the outage shall be amended as follows: "Y" shall equal the Midpoint price from "Gas Daily" at (i) Waha for primary receipt points in MIDS 1-7 and (ii) the average of NGPL, Midcontinent plus \$0.02 and ANR, Okla plus \$0.02; for primary receipt points in MIDS 8-16. However, the rate for each impacted primary point shall be reduced to \$0.00 for any Designated Quantity unless the Designated Quantity is ultimately scheduled during the Gas Day. Designated Quantity shall mean the higher of (1) or (2) as hereinafter set forth: (1) any nominated quantity at the primary receipt point that is allocated on the timely cycle due to the outage or (2) a quantity provided to Shipper by Northern in writing, at its sole discretion, for each primary point for any day of the outage. Any changes after the nomination deadline for the timely cycle to the Designated Quantity provided by Northern in (2) above must be agreed to by Shipper. For any Designated Quantity that is ultimately scheduled, the primary rate for the MIDS location as described in this paragraph will apply to the respective location of the scheduled Designated Quantity. During the outage, Shipper shall have the best efforts obligation to nominate the Designated Quantity from the primary receipt point or an alternate receipt point in the Field Area to the primary delivery point.

In the event of an outage on Northern (including, but not limited to, Force Majeure) that is declared after the nomination deadline for the timely cycle for a Gas Day that results in a curtailment of scheduled volumes in this Agreement, the formula for the daily rates set forth above for that Gas Day shall be amended as follows: "Y" shall equal the Midpoint price from "Gas Daily" at (i) Waha for scheduled receipt volumes in MIDS 1-7 and (ii) the average of NGPL, Midcontinent plus \$0.02 and ANR, Okla plus \$0.02; for scheduled receipt volumes in MIDS 8-16. Shipper shall have the obligation to leave nominations for scheduled volumes in place for future nomination cycles during the affected Gas Day. The daily rate for any unscheduled volumes for the affected Gas Day as a result of the outage shall be reduced to zero.

The rates set forth above are applicable to the receipt and delivery points (POI) listed. Shipper agrees that, except as provided above, 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 Northern's maximum tariff 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) NGPI, Midcontinent; or (v) Panhandle, Tx.-Okla. for 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. each day for the realigned entitlement for the remaining term of the Agreement, unless otherwise agreed to by Northern.

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