

233/ For the period 04/01/2019 through 10/31/2019, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula  $[(X \text{ minus } (Y \text{ divided by } B)) \text{ times } C]$ , where (X) = the Midpoint price from "Gas Daily" Northern, demarc; (Y) = the average of the Midpoint prices from "Gas Daily" for Southern Star and Waha; (B) = 1.0 less the applicable Section 2 Field Area fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc); and (C) = 0.14286. However, in no event will  $[(X \text{ minus } (Y \text{ divided by } B))]$  be less than zero for any individual component of the index locations used in Y. The monthly charge will be the sum of all daily charges from the formula above.

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 in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to a different point. If no such point is available, then Shipper will not pay more for services than if reservation charge credits would have applied pursuant to Northern's FERC Gas Tariff.

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. For any delivered quantities on any day from receipt points located in MIDs 1 through 7, Shipper shall also pay the higher of an additional (1) \$0.40/Dth/day charge or (2) a daily charge per dekatherm equal to the Midpoint price of "Gas Daily" Panhandle, Tx.-Okla. less the Midpoint price of "Gas Daily" El Paso, West Texas, except for quantities delivered to Demarc or Demarc Deferred Delivery above the Demarc MDQ, Shipper shall also pay the higher of an additional (i) Northern's maximum tariff rate or (ii) the "Gas Daily" spread between Midpoints for Demarc and El Paso, West Texas. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.20/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 receipt point listed below for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Rate calculated above, for any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement.

At any time prior to 04/30/2019 (Negotiation Period), Northern and Shipper shall negotiate in good faith on a rate, quantity and term for a successive contract extension for 20,000 Dth/day from the receipt point of SUPERIOR HEMPHILL CO PLANT (POI 79048) for delivery to NNG FIELD/MKT DEMARCATION -16B (POI 37654). If Shipper and Northern are unable to negotiate an agreed upon rate, quantity and term before the end of the Negotiation Period, the Agreement will be rolled over by Northern tendering an amendment to extend the Agreement for a five year period at a rate equal to the arithmetic value obtained from the formula  $[(X \text{ minus } (Y \text{ divided by } B)) \text{ times } C]$ , where (X) = the Midpoint price from "Gas Daily" Northern, demarc; (Y) = the average of the Midpoint prices from "Gas Daily" for Southern Star and Waha; (B) = 1.0 less the applicable Section 2 Field Area fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc); and (C) = 1.0. However, in no event will  $[(X \text{ minus } (Y \text{ divided by } B))]$  be less than Northern's maximum rates for any individual component of the index locations used in Y (Amendment). The monthly charge will be the sum of all daily charges from the formula above. Shipper will have 30 calendar days from Northern's tender to execute and return the Amendment to Northern. If Shipper does not execute the Amendment, this Agreement is terminated effective 10/31/2019.