

322/ For the period 11/01/2020 through 3/31/2021, 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  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } C \text{ times } S]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.0098; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (C) = 0.19903; and (S) = 0.984314. However, when calculating the "Rate," in no event will  $[D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)]$  be less than zero. 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, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. 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 located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage at the Rate set forth above.

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; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.