



INVITATION TO BID

DO NOT SHIP BASED UPON THIS BID

Return this **SIGNED** form to:
Louisiana Tech University
Office of Purchasing
PO Box 3157
208 Keeny Circle, RM 408
Ruston, Louisiana 71272

Bid Number: 50012-657-27 **Bid Title:** Purchase of Natural Gas for the Power Plant

Bid Schedule:

Pre-Bid Conference:

N/A

Bid Submission Deadline / Opening:

August 3, 2026 @ 2:00 PM

Bidder agrees to comply with all conditions below and attached to this request.

Prices are to be complete and the FOB point is to be Louisiana Tech University unless otherwise specified.

Bidder Information: (Bidder to provide all required information)

(Full Company Name)

(Full Street or Mailing Address)

(City)

(State)

(Zip)

(Phone)

(Email)

(Fax)

(Company Quote Number if Applicable)

PRICES MUST BE FIRM FOR AT LEAST 30 DAYS FROM BID OPENING DATE

FAILURE TO SIGN BELOW IN INK SHALL DISQUALIFY BID

Typed or Printed Name / Title

Authorized Signature

The Louisiana Tech University Office of Purchasing is seeking SEALED BIDS for the following:

Purchase of Natural Gas for the Power Plant

* No bid bond is required for this solicitation *

** PLEASE NOTE THAT THIS FIRST PAGE AND ATTACHMENT F - BID RESPONSE WORKSHEET SHALL BE COMPLETED AND SIGNED. BIDS RETURNED WITHOUT SIGNATURES ON BOTH PAGES WILL BE DEEMED AS NON-RESPONSIVE **

See Attached Bid Specifications for additional details

ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING VIA MAIL OR IN PERSON.

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Louisiana Tech University is not responsible for any delays caused by the bidder's chosen means of delivery.

For questions regarding specifications, please contact the Office of Purchasing at 318-257-4205 or purchasing@latech.edu. Please ensure that the above bid number appears on all communications.

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items.

The Louisiana Tech University Office of Purchasing is now accepting Sealed Bid solicitations for Purchase of Natural Gas for the Power Plant.

Louisiana Tech University operates a co-generation power plant that supplies electricity and steam for heating and cooling in excess of 2,000,000 square feet of academic, research and dormitory space.

The University is requesting bids for the Purchase of Natural Gas delivered to the University Power Plant. Under normal operating conditions, Louisiana Tech operates a Solar 70 gas turbine with a heat recovery boiler. The gas pressure required at the gas turbine is 350 PSIG and low pressure gas is used for supplemental firing at the heat recovery boiler at 40 PSIG. At high steam demand one of two additional boilers can be brought on line requiring natural gas at 40PSIG to supply steam for campus heating and cooling.

There are currently two gas lines that can Supply Gas to the Power Plant. Delta Utilities (CenterPoint) has a line that can deliver gas at 40 PSIG. This gas line can supply fuel to the heat recovery boiler and to the additional boiler(s). Energy Transfer has a pipeline that can deliver gas at 350 PSIG. The University has no objection to bidder at bidder's expense installing a new gas line to the Power Plant. If this option is selected, the University will work with contractor on route selection and necessary easements.

The University has natural gas regulators in place to reduce 350 PSIG to the appropriate pressure for the supplemental firing in the heat recovery boiler or the two steam boilers. The University does NOT have the ability to increase or raise the pressure of gas to 350 PSIG. Should a bidder deliver gas for high pressure through the Delta Utilities (CenterPoint) distribution line or other new line at lower pressure, bidder will be required to place into service all equipment necessary to increase pressure of the gas to 350 psig. Bidder will also be responsible for maintenance and energy cost for this equipment.

For the purposes of this solicitation and resulting contract, the NYMEX Natural Gas Futures monthly settlement prices are the official closing prices for each month's contract, quotes in \$/MMBtu. These prices are set at the close of business day before the end of the month.

The University is requesting bids for the purchase of high pressure gas for consumption at the power plant. GAS IS TO BE CONTRACT ON A "FIRM" BASIS with a delivery point of 904 Hergot Avenue on the Louisiana Tech University campus in Ruston, Louisiana. Attachment A is the expected purchase quantity for the campus. The price of gas delivered to the campus will be based upon the first-of-the-month pricing for Louisiana / Southeast deliveries into Henry Hub plus an add-on cost provided by the bidder on the attached form.

- It is the intent of the University to NOT daily nominate and balance daily consumption for the Power Plant.
- If the bidder requires nomination of daily gas consumption at the Power Plant, it is assumed that the monthly nominated volume shown in Attachment B will be used for nomination and the volume will be divided equally by the number of days in each month.
- If nominating gas consumption is required, volumes in excess of the monthly quantity in Attachment B will be charged at the Daily Henry Hub mid point posting + the add-on cost provided by the bidder on the attached bid form. If for Holiday or other reason a daily mid-point is not published, the value for the most recent published date will be utilized.
- Volumes untaken will be credited back to the University at the Henry Hub Daily Midpoint minus the add-on cost provided by the bidder on the attached bid form. If for Holiday or other reason, a daily mid-point is not published, the value for the most recent published date will be utilized.

Base Bid is for gas provided to the Power Plant. As an alternate bid is incidental gas purchased at the following locations:

- Davison Athletic Center, 1454 W. Alabama Avenue, Ruston, LA,
- Joe Aillet Field House, 1450 W. Alabama Avenue, Ruston, LA
- Thomas Assembly Center, 1650 W. Alabama Avenue, Ruston, LA
- Integrated Engineering and Science Education Building, 418 Dan Reneau Drive, Ruston, LA

Other individual facilities connected to the Local Gas Distribution company may be added with mutual agreement between both parties of the contract. Contractor shall arrange for all transportation and delivery permits, billings and payment. The University will pay the cost of gas described in bid plus an additional cost per MMBTU.

NO OTHER FEE, TRANSACTION COST OR CHARGE MAY BE ADDED TO THE COST OF GAS OR THE MONTHLY INVOICE.

The University has the option to lock-in a portion of gas purchases for any combination of months remaining in the contract term by placing an offer to lock-in at a NYMEX Henry Hub trigger price specified by Louisiana Tech University. If the Henry Hub price on the NYMEX meets the trigger price within specified working days not to exceed 30, the lock-in prices will be established for the months and quantities specified. The cost of gas locked-in will be the offer cost plus an add-on cost provided by the bidders on the attached bid form. **No other fees, transaction cost or charges may be added to the cost of gas.** Any volume of gas consumed and not locked-in will be priced using the process for balancing daily volumes described immediately above.

Bidder awarded a contract from this solicitation is required to obtain all necessary permits and contracts for transportation. Louisiana Tech University will not enter into any other contract and will not be responsible for any fees or costs other than those described herein.

The bid will allow a one year contract with the possibility of two one-year renewals. Louisiana Tech makes no guarantee as to volume to be purchased. The successful Bidder must have in place capacity to supply 2,000 MMBTU of high pressure gas. Bidder is responsible, without additional compensation for supplying meters and any other equipment necessary to provide gas service at the appropriate pressure. Bidder is responsible for contracting and paying for the gas and transportation to the University point of consumption.

Gas Standards

- Gas delivered shall meet the tariff requirements of the delivery pipeline.
- Natural gas supplied under this contract shall be odorized in accordance with industry standards and regulations of the Louisiana Department of Natural Resources.
- The billing unit for the Natural Gas purchased shall be per MMBTU and the Heating Value of the gas delivered will be determined by the Standard Gas Chromatograph Method as defined by the American Gas Association. Gas samples for this procedure shall be collected daily on the Louisiana Tech side of the base metering station at the Tech Power Plant.

The composite of the daily gas samples for the monthly billing period shall be tested for BTU content by an independent testing laboratory and the test results shall be used for actual billing calculations. Copies of the test results shall accompany the monthly billings. Contractor shall bear all costs for these tests.

Measurement and measurement equipment shall meet all conditions and specifications as required by AGA Gas Measurement Report No. 3 with any subsequent amendments or revisions to which are mutually agreed to.

RESULTING CONTRACT

The bidder awarded the contract from this solicitation shall have no more than 30 days to execute the contract. The contract form shall be the NAESB Standard contract along with NAESB Special Provisions to contain necessary terms and conditions per this bid and resulting bid response.

REQUIRED TERMS to be included in Special Provisions to the NAESB Base Contract for Sale and Purchase of Natural Gas:

Taxes

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

Termination for Cause

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

Termination for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Confidentiality

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

Amendments

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Code Of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The

Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Vendors shall complete all pages of this Invitation to Bid, including the printed name and signature of the person submitting the quotation and pricing on the Schedule of Items page. Bid received without this information shall be deemed as non-responsive. Vendors are encouraged to include their own quote for an explanation of your proposed system, BUT this vendor quote shall not be a substitute for this completed Invitation to Bid Form.

Attachment A

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for the Power Plant
---------------------------------	---

The following is the expected consumption of gas for the period October 1, 2026 through September 30, 2027. The expected gas consumption is based upon the most typical twelve (12) month contract period.

	Projected Monthly MMBTU
September	53,172
October	48,153
November	48,418
December	48,912
January	51,024
February	47,257
March	47,568
April	49,753
May	51,270
June	51,344
July	51,518
August	49,634
	598,023

Attachment B

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for the Power Plant
---------------------------------	---

The following is the Monthly and Daily Volume assumed for nomination of gas for bid evaluation.

NOTE: THESE VOLUMES FOR NOMINATION MAY BE CHANGED IN THE CONTRACT OR BY AGREED WRITTEN ORDER.

	Nominated Monthly MMBTU	Nominated Daily MMBTU
September	30,000	1,000
October	35,000	1,129
November	29,000	967
December	33,000	1,065
January	35,000	1,129
February	32,000	1,143
March	34,000	1,097
April	33,000	1,100
May	31,000	1,000
June	33,000	1,100
July	34,000	1,097
August	34,000	1,097
	393,000	

Attachment C

Bid Number: 50012-657-27 **Bid Title:** Purchase of Natural Gas for the Power Plant

The following is an example of gas delivery at the Power Plant.

Day	Differential (In. H2O)	Pressure (psia)	Temp. (°F)	Flow Time (hrs)	Relative Density	Plate (inches)	Volume (Mcf)	Heating Value (Btu/scf)	Energy (MMBtu)
1	35.35	377.29	78.85	24.00	0.5982	1.5000	1,700.8	1020.91	1,736.4
2	34.72	377.23	78.48	24.00	0.5982	1.5000	1,681.4	1020.91	1,716.5
3	35.01	377.36	78.78	24.00	0.5982	1.5000	1,691.0	1020.91	1,726.3
4	35.00	377.53	78.98	24.00	0.5982	1.5000	1,692.8	1020.91	1,728.2
5	34.26	377.55	78.72	24.00	0.5982	1.5000	1,674.1	1020.91	1,709.1
6	34.82	377.52	78.76	24.00	0.5982	1.5000	1,688.7	1020.91	1,724.0
7	34.35	377.26	78.26	24.00	0.5982	1.5000	1,672.1	1020.91	1,707.0
8	34.30	377.06	77.87	24.00	0.5982	1.5000	1,669.7	1020.91	1,704.6
9	34.47	377.08	77.98	24.00	0.5982	1.5000	1,674.7	1020.91	1,709.8
10	34.84	377.13	77.98	24.00	0.5982	1.5000	1,685.8	1020.91	1,721.0
11	33.27	377.26	77.78	24.00	0.5982	1.5000	1,646.7	1020.91	1,681.2
12	33.18	377.41	77.80	24.00	0.5982	1.5000	1,647.4	1020.91	1,681.8
13	34.33	377.37	77.81	24.00	0.5982	1.5000	1,678.4	1020.91	1,713.5
14	34.46	377.03	77.13	24.00	0.5982	1.5000	1,674.1	1020.91	1,709.2
15	33.52	377.21	76.50	24.00	0.5982	1.5000	1,653.6	1020.91	1,688.2
16	32.55	378.25	75.92	23.97	0.5982	1.5000	1,631.8	1020.91	1,665.9
17	32.55	377.66	75.92	24.00	0.5982	1.5000	1,632.0	1020.91	1,666.1
18	31.99	377.84	75.94	24.00	0.5982	1.5000	1,615.3	1020.91	1,649.1
19	30.19	378.06	75.79	24.00	0.5982	1.5000	1,575.0	1020.91	1,607.9
20	31.65	378.08	75.59	24.00	0.5982	1.5000	1,612.2	1020.91	1,645.9
21	33.55	377.96	75.25	24.00	0.5982	1.5000	1,658.3	1020.91	1,693.0
22	34.20	377.94	75.25	24.00	0.5982	1.5000	1,675.3	1020.91	1,710.3
23	34.48	378.07	75.36	24.00	0.5982	1.5000	1,684.5	1020.91	1,719.7
24	34.41	377.95	75.23	24.00	0.5982	1.5000	1,683.2	1020.91	1,718.4
25	33.91	378.15	74.99	24.00	0.5982	1.5000	1,671.5	1020.91	1,706.4
26	33.65	378.36	75.34	24.00	0.5982	1.5000	1,666.4	1020.91	1,701.2
27	34.40	378.07	75.21	24.00	0.5982	1.5000	1,684.6	1020.91	1,719.8
28	35.37	377.90	75.23	24.00	0.5982	1.5000	1,707.1	1020.91	1,742.8
29	36.03	377.61	75.32	24.00	0.5982	1.5000	1,723.7	1020.91	1,759.8
30	36.65	380.04	75.42	24.00	0.5982	1.5000	1,745.7	1020.91	1,782.2
31	35.69	379.81	74.76	24.00	0.5982	1.5000	1,719.0	1020.91	1,755.0
Total	34.13	377.78	76.72	743.97	0.5982		51,816.9		52,900.5

Volume at 15.025 = 50,799.6 Energy = 52,900.5

Attachment D

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for the Power Plant
---------------------------------	---

The following is an example of Bill Calculation – Assumes the low bidder bid a monthly add-on of \$0.15 per MMBTU as published for Southeast Louisiana deliveries into Henry Hub.

The Henry Hub first-of-the-month pricing as published for Louisiana / Southeast was \$2.56 / MMBTU making the nominated volume to be invoiced at \$2.71 / MMBTU.

The table below shows the daily nomination and clearance based upon the daily midpoint for Henry Hub as published in Platts Gas Daily. In this month, the expected situation is that no gas was consumed below the daily nominated gas volume. If not nominating or balancing, all gas consumed will be billed at \$2.71 / MMBTU based upon an assumed bid for a monthly add-on of \$0.15 / MMBTU.

		MMBTU Nominated Volume	MMBTU Consumed	MMBTU Difference (Balance)	First of Month \$/MMBTU	Daily Midpoint \$/MMBTU	Cost of Nominated GAS Including \$0.10 Add-In	Cost of Balance GAS Including \$0.10 Add-In	TOTAL COST OF GAS
Fri	5/1/2026	1,000	1,736.40	736.40	\$2.710	\$2.780	\$2,810.00	\$2,120.83	\$4,930.83
Sat	5/2/2026	1,000	1,716.50	716.50	\$2.710	\$2.780	\$2,810.00	\$2,063.52	\$4,873.52
Sun	5/3/2026	1,000	1,726.30	726.30	\$2.710	\$2.780	\$2,810.00	\$2,091.74	\$4,901.74
Mon	5/4/2026	1,000	1,728.20	728.20	\$2.710	\$2.820	\$2,810.00	\$2,126.34	\$4,936.34
Tue	5/5/2026	1,000	1,709.10	709.10	\$2.710	\$2.980	\$2,810.00	\$2,184.03	\$4,994.03
Wed	5/6/2026	1,000	1,724.00	724.00	\$2.710	\$2.900	\$2,810.00	\$2,172.00	\$4,982.00
Thu	5/7/2026	1,000	1,707.00	707.00	\$2.710	\$2.850	\$2,810.00	\$2,085.65	\$4,895.65
Fri	5/8/2026	1,000	1,704.60	704.60	\$2.710	\$2.900	\$2,810.00	\$2,113.80	\$4,923.80
Sat	5/9/2026	1,000	1,709.80	709.80	\$2.710	\$2.900	\$2,810.00	\$2,129.40	\$4,939.40
Sun	5/10/2026	1,000	1,721.00	721.00	\$2.710	\$2.900	\$2,810.00	\$2,163.00	\$4,973.00
Mon	5/11/2026	1,000	1,681.20	681.20	\$2.710	\$2.970	\$2,810.00	\$2,091.28	\$4,901.28
Tue	5/12/2026	1,000	1,681.80	681.80	\$2.710	\$3.060	\$2,810.00	\$2,154.49	\$4,964.49
Wed	5/13/2026	1,000	1,713.50	713.50	\$2.710	\$3.030	\$2,810.00	\$2,233.26	\$5,043.26
Thu	5/14/2026	1,000	1,709.20	709.20	\$2.710	\$2.940	\$2,810.00	\$2,155.97	\$4,965.97
Fri	5/15/2026	1,000	1,688.20	688.20	\$2.710	\$3.040	\$2,810.00	\$2,160.95	\$4,970.95
Sat	5/16/2026	1,000	1,665.90	665.90	\$2.710	\$3.040	\$2,810.00	\$2,090.93	\$4,900.93
Sun	5/17/2026	1,000	1,666.10	666.10	\$2.710	\$3.040	\$2,810.00	\$2,091.55	\$4,901.55
Mon	5/18/2026	1,000	1,649.10	649.10	\$2.710	\$3.220	\$2,810.00	\$2,155.01	\$4,965.01
Tue	5/19/2026	1,000	1,607.90	607.90	\$2.710	\$3.120	\$2,810.00	\$1,957.44	\$4,767.44
Wed	5/20/2026	1,000	1,645.90	645.90	\$2.710	\$3.120	\$2,810.00	\$2,079.80	\$4,889.80
Thu	5/21/2026	1,000	1,693.00	693.00	\$2.710	\$3.230	\$2,810.00	\$2,307.69	\$5,117.69
Fri	5/22/2026	1,000	1,710.30	710.30	\$2.710	\$3.200	\$2,810.00	\$2,343.99	\$5,153.99
Sat	5/23/2026	1,000	1,719.70	719.70	\$2.710	\$3.200	\$2,810.00	\$2,375.01	\$5,185.01
Sun	5/24/2026	1,000	1,718.40	718.40	\$2.710	\$3.200	\$2,810.00	\$2,370.72	\$5,180.72
Mon	5/25/2026	1,000	1,706.40	706.40	\$2.710	\$3.200	\$2,810.00	\$2,331.12	\$5,141.12
Tue	5/26/2026	1,000	1,701.20	701.20	\$2.710	\$3.250	\$2,810.00	\$2,349.02	\$5,159.02
Wed	5/27/2026	1,000	1,719.80	719.80	\$2.710	\$3.280	\$2,810.00	\$2,432.92	\$5,242.92
Thu	5/28/2026	1,000	1,742.80	742.80	\$2.710	\$3.190	\$2,810.00	\$2,443.81	\$5,253.81
Fri	5/29/2026	1,000	1,759.80	759.80	\$2.710	\$3.490	\$2,810.00	\$2,727.68	\$5,537.68
Sat	5/30/2026	1,000	1,782.20	782.20	\$2.710	\$3.490	\$2,810.00	\$2,808.10	\$5,618.10
Sun	5/31/2026	1,000	1,755.00	755.00	\$2.710	\$3.490	\$2,810.00	\$2,710.45	\$5,520.45
		31,000	52,900.30	21,900.30			\$87,110.00	\$69,621.51	\$156,731.51

Attachment E

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for the Power Plant
---------------------------------	---

The following is Gas Consumption at Other Sites

	Assembly Center MMBTU 1650 W Alabama	Field House MMBTU 1450 W Alabama	Davison Athletic MMBTU 1450 W Alabama	Athletic Sub Total	IESB MMBTU 418 Dan Reneau
Jan 2024	1,670	470	344	2,483	1,273
Feb 2024	1,155	452	288	1,895	1,271
Mar 2024	1,241	432	313	1,985	1,321
Apr 2024	1,076	385	287	1,749	1,188
May 2024	931	322	156	1,409	1,016
Jun 2024	931	43	245	1,219	889
Jul 2024	961	57	258	1,276	823
Aug 2024	839	33	338	1,210	774
Sep 2024	987	56	345	1,388	1,060
Oct 2024	1,029	215	465	1,709	1,215
Nov 2024	1,179	266	460	1,905	1,326
Dec 2024	1,442	266	468	2,176	1,417
Total 2024	13,441	2,997	3,966	20,404	13,571
Jan 2025	1,593	234	373	2,200	1,222
Feb 2025	1,241	260	394	1,895	1,044
Mar 2025	1,250	239	460	1,949	1,126
Apr 2025	1,153	262	410	1,825	1,088
May 2025	1,158	135	390	1,683	1,065
Jun 2025	1,020	159	288	1,467	563
Jul 2025	962	45	305	1,312	674
Aug 2025	1,025	38	363	1,426	962
Sep 2025	995	89	303	1,387	996
Oct 2025	1,161	185	373	1,719	1,226
Nov 2025	1,379	165	403	1,947	1,158
Dec 2025	1,722	425	334	2,481	1,266
Total 2025	14,659	2,236	4,396	21,291	12,390

Attachment F

Bid Number: 50012-657-27

Bid Title: Purchase of Natural Gas for the Power Plant

Bid Response Worksheet

Vendors shall complete all pages of this Invitation to Bid, including the printed name and signature of the person submitting the proposal and pricing on the Bid Response Form for Pricing. Bids received without this information shall be deemed as non-responsive.

Base Bid: Delivered High Pressure Gas for Locked-In price based upon NYMEX Henry Hub price based upon offer hitting a trigger price plus \$ _____ per MMBTU.

Alternate Bid: Delivered High Pressure Gas consumed other than the quantity locked-in based upon the first-of-the-month pricing for Southeast Louisiana deliveries into Henry Hum for the month consumed plus \$ _____ per MMBTU with load balanced based upon the daily midpoint.

Alternate Bid: Gas consumed at other incidental locations as per bid specifications for the month consumed plus \$ _____ per MMBTU with load balanced based upon the daily midpoint.

Vendor Name: _____

Printed Officer Name: _____

Officer Signature: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.

The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.

The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

Attachment G

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for the Power Plant
---------------------------------	---

Example of letter requesting lock-in

July 1, 2026

Re: Natural Gas Purchase November 1, 2026 through **October 31, 2027**

Dear _____:

Pursuant to the terms of our bid and contract, Louisiana Tech University would like to 'lock-in' gas additional gas for the contract term November 1, 2026 to October 31, 2027 per the schedule below using a Henry Hub trigger price of **\$42.00** for the weighted average. This request is good until September 30, 2026. Per the terms of the contract, the delivered final cost of gas delivered to our power plant would be \$24.15 per MMBTU.

MONTH	VOLUME	\$/MMBTU
October-2026	15,000	\$2.00
November-2026	15,000	\$2.00
December-2026	15,000	\$2.00
January-2027	15,000	\$2.00
February-2027	15,000	\$2.00
March-2027	15,000	\$2.00
April-2027	15,000	\$2.00
May-2027	15,000	\$2.00
June-2027	15,000	\$2.00
July-2027	15,000	\$2.00
August-2027	15,000	\$2.00
September-2027	15,000	\$2.00

Please confirm the receipt of this request and forward confirmation as soon as the trigger price has been met. We look forward to working with you this new year.

Sincerely,

Associate Vice President for Facilities and Grounds

Attachment H

Bid Number: 50012-657-27	Bid Title: Purchase of Natural Gas for Power Plant
---------------------------------	---

The following pages contain a SAMPLE contract for the Base Contract for Sale and Purchase of Natural Gas.

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

PARTY A [INSERT COUNTERPARTY LEGAL ENTITY NAME]	PARTY NAME	PARTY B INSERT COUNTERPARTY LEGAL ENTITY NAME
	ADDRESS	
WWW. _____	BUSINESS WEBSITE	
	CONTRACT NUMBER	
	D-U-N-S® NUMBER	_____
☐ US FEDERAL: ☐ OTHER:	TAX ID NUMBERS	☒ US FEDERAL: 870307414 ☐ OTHER:
	JURISDICTION OF ORGANIZATION	
☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____	COMPANY TYPE	☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____
	GUARANTOR (IF APPLICABLE)	
Party is a producer, processor, fabricator, refiner, commercial user, or merchandiser of the Gas under this contract: ☐ Yes ☐ No ☐ Not Selected	PARTY TYPE CLASSIFICATION	Party is a producer, processor, fabricator, refiner, commercial user, or merchandiser of the Gas under this contract: ☐ Yes ☐ No ☒ Not Selected
CONTACT INFORMATION		
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	▪ COMMERCIAL	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	▪ SCHEDULING	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	CONTRACT AND LEGAL NOTICES	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	▪ CREDIT	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	▪ TRANSACTION CONFIRMATIONS	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
ACCOUNTING INFORMATION		
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____

ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____
-------------------------------	---------------------------	-------------------------------

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☐ Oral (default) OR ☒ Written	Section 10.2 Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default <u>Specified Transactions:</u> _____ _____
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ _____ Business Days after receipt	Section 10.3.1 Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer ☐ _____	
Section 3.2 Performance Obligation ☐ Cover Standard (default) OR ☒ Spot Price Standard	
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) ☐ Argus Natural Gas Americas VWA ☐ _____	Section 10.3.2 Other Agreement Setoffs ☐ Other Agreement Setoffs Apply (default) ☐ Bilateral (default) ☐ Triangular OR ☒ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	Section 15.5 Choice Of Law <u>UTAH</u>
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	Section 15.10 Confidentiality ☒ Confidentiality applies (default) OR ☐ Confidentiality does not apply
☒ Special Provisions: Number of sheets attached: <u>ONE</u>	
☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

[INSERT COUNTERPARTY LEGAL ENTITY NAME]	PARTY NAME	
By: _____	SIGNATURE	By: _____

[Insert Name]	<i>PRINTED NAME</i>	
[Insert Title]	<i>TITLE</i>	

DRAFT
for review purposes only

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an ECS transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by ECS, within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by ECS, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via ECS by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party by ECS or in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation; provided, for a Transaction Confirmation using NAESB WGQ Standard No. 6.4.2 dataset sent via ECS, the receiving party shall notify the sending party via ECS of receiving party's acceptance or dispute of the Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmation. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed, by ECS or in writing, by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 3.2 of the Base Contract, any and all transactions that the parties have entered into through an ECS transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an uncured failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable to the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "ECS" shall mean a secure electronic communication exchange of (i) this Contract, (ii) Transaction Confirmations, or (iii) invoices under Section 7. ECS may be performed using (a) encryption of the exchanged document, (b) encryption of the exchanged communication, (c) secured through a secure login with NAESB WGQ EBB/EDM, or (d) a facsimile sent through a secured fax server. ECS may be implemented by the parties or by using one or more third party service providers. It is the responsibility of each of the counterparties to ensure the selected third party service provider(s) communicates in a secure or encrypted manner.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that neither party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate

amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document transmitted by ECS, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.	
Cover Standard:	
3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.	

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed by ECS or in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed by ECS or in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu of Gas. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide the sender of the invoice a Notice of any dispute and supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rate" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit, and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to by ECS or in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7.3, provided that no payment required to be made pursuant to the terms of any Credit Support Obligation pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the physical or electronic addresses specified by ECS or in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be by ECS or in writing via a nationally recognized overnight courier service, first class mail or hand delivered; provided, however, a Notice pursuant to Section 10.2, 10.3 or 10.4 shall not be sent by ECS unless explicitly agreed to by the parties in a Special Provision.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notice by ECS shall be deemed to have been received at the time and day when received by the receiver's ECS mechanism. If the day on which such ECS is received is not a Business Day or is after five p.m. on a Business Day, then such ECS shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset of Guarantor. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement

transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party to its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather-related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation, unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price or Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass-through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed by ECS or in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREBY PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed. Provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any present or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall constitute to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by ECS or in writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract, by ECS or in writing, on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have agreed on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall

cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed by ECS or in writing by both parties.

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored in digital formats (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

The copyright in this Contract is owned by NAESB, and market participants are encouraged to review NAESB Copyright Policy and Companies with Access to NAESB Standards under the Copyright Policy posted by NAESB on its website at <https://www.naesb.org/pdf/copyright.pdf>. Please review this posting and if your company's name is not listed as having access, please obtain access by contacting the NAESB Office per the contact information in the Copyright Policy.

DRAFT
for review purposes only

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Email: _____ Instant Message (IM) and Carrier: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Email: _____ Instant Message (IM) and Carrier: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions: As condition precedent to the sale of the gas, Buyer must meet, in Seller's sole reasonable discretion, the creditworthiness provision in Section 10.1 as amended by Addendum A. This Transaction incorporates those Special Provisions to the Base Contract for Sale and Purchase of Natural Gas set forth on Addendum A, attached hereto and incorporated by this reference.		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

Addendum A

Special Provisions to NAESB Base Contract for Sale and Purchase of Natural Gas

Dated _____, 2024

By and Between

[COUNTERPARTY NAME]
and MOUNTAINWEST PIPELINE LLC

1. Section 1.1 is amended as follows:

The first sentence is amended by adding "pursuant to Section 32 of Part 1 or Section 16.5 of Part 3 of the General Terms and Conditions of Party B's Gas Tariff on file with the Federal Energy Regulatory Commission (FERC)" before the "," at the end of the sentence. The following sentence is inserted after the second sentence: "In addition, 'Party A' refers to the entity identified as such on page 1 of the Base Contract and 'Party B' refers to MountainWest Pipeline, LLC."

2. Section 4.3 is amended by replacing "imposition" with "incurrence" in the first sentence.

3. Section 10.1 is deleted in its entirety and replaced with the following:

10.1. Buyer must either satisfy the creditworthiness criteria set forth in paragraph 10.1(a) or provide the credit support as set forth in paragraph 10.1(b):

(a) Buyer shall be deemed "creditworthy" hereunder if its long-term unsecured debt securities, at the date of this gas sale, are rated at least BBB- by Standard & Poor's Corporation or its successor ("S&P") and at least Baa3 by Moody's Investor Service or its successor ("Moody's"), (either such rating, as applicable, a "Debt Rating"), without either Debt Rating being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook.

(b) If Buyer cannot meet the credit requirements of paragraph 10.1(a), Buyer must either: (i) make a cash deposit into Seller's account for the full amount of the purchase price of the gas; (ii) provide Seller with an irrevocable standby letter of credit for the full amount of the purchase price of the gas that is in a form and from a bank acceptable to Seller, in Seller's sole discretion; or (iii) provide Seller with an irrevocable, unconditional guarantee in a form acceptable to Seller in its sole discretion ("Guarantee") from a third party that is creditworthy under the requirements of paragraph 10.1(a) or otherwise acceptable to Seller in its sole discretion ("Guarantor") consistent with Section 8.1(a)(iv) of Part 1 of the General Terms and Conditions of Party B's FERC Gas Tariff, as amended, guaranteeing the performance and payment of all of Buyer's obligations under this Contract.

4. The first sentence of Section 11.2 is amended as follows:

Delete "and" after "acts of terror" and add "(vi) any other causes that are not reasonably in the control of the party claiming Force Majeure" after "Having jurisdiction".

5. By executing the Base Contract or any Transaction Confirmation, Party A acknowledges that all transactions under this Contract are required to be reported by Party B to FERC, that Party B's obligation to provide notice of disclosure pursuant to Section 15.10 is hereby satisfied, and that Party B is under no obligation to Party A pursuant to Section 15.10 to prevent or limit disclosure of the terms of any transaction under this Contract to FERC.