

SPECIAL PROVISIONS TO BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

The following Special Provisions are applicable to the Base Contract for Sale and Purchase of Natural Gas between the Minerals Management Service and

_____ dated _____.

The following Special Provisions are in lieu of the corresponding numbered paragraphs contained in the Base Contract. The Special Provisions contained herein take precedence over any general terms and conditions contained in the Base Contract. Any conflict between the Special Provisions and the general terms and conditions contained in the Base Contract shall be resolved in favor of the Special Provisions.

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. For resolution of imbalance charges, refer to the applicable Invitation for Offer (IFO) - MMS Gas Sales Offer Sheet (Exhibit A), which provides pipeline-specific information regarding MMS arrangements for the transportation of RIK gas. Under no circumstances shall Seller be responsible for imbalance charges related to services nominated downstream of the point of delivery.

7.5. If Buyer fails to pay amounts when due the Buyer must pay interest to Seller on the underpaid value at the rate prescribed in 30 U.S.C. 1721(a) and corresponding regulations at 30 CFR 218.54. Updated rates are at www.mrm.mms.gov/reportingservices/interest.htm.

8.2. Seller represents, but does not warrant, 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 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Buyer agrees to indemnify Seller and save Seller harmless from all claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said gas or other charges thereon which attach after title passes to Buyer. The Seller does not agree to indemnify the Buyer in any way.

10.1. If the Seller has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the Buyer (including, without limitation, the occurrence of a material change in the creditworthiness of the Buyer), Seller may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

10.2. In the event the Buyer or its guarantor defaults by: (i) making an assignment or any general arrangement for the benefit of creditors; (ii) filing 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 becoming bankrupt or insolvent (however evidenced); (iv) being unable to pay its debts as they fall due; (v) having a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) failing to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) failing 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; or (viii) not having paid any amount due the Seller hereunder on or before the second Business Day following written Notice that such payment is due each an ("Event of Default"); then the Seller 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 Seller shall have the right, by Notice to the Buyer, 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 or that are, in the reasonable opinion of the Seller, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, 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.

10.5 This paragraph does not apply to Minerals Management Service (MMS) contracts.