

THIRD AMENDMENT TO MASTER AGREEMENT

Aggregator: Village of Greenhills
Supplier: Interstate Gas Supply, Inc.
Master Agreement: Master Agreement to Provide Certified Natural Gas Services to a Governmental Aggregator, dated January 31, 2011
Date: _____, 2015

In consideration of the mutual promises below, Aggregator and Supplier agree to modify their Master Agreement, but only to the extent set forth in this Amendment.

1. This Amendment constitutes the "mutual written agreement of both Aggregator and Supplier" (as contemplated in Section 3.1 of the Master Agreement) to extend the duration of the Master Agreement, with all modifications under this Amendment, to an additional term beginning with Duke's April 2016 billing period and terminating at the end of Duke's March 2018 billing period.
2. The first sentence of Section 5.1.1 of the Master Agreement is hereby deleted and replaced by: "Supplier's monthly charges shall appear on the Duke invoice and shall be for all natural gas supplied at a price to be determined by the Nymex price for gas multiplied by the applicable Duke BTU conversion rate for that month plus \$0.092 per Ccf."
3. The third sentence of Section 5.1.1 of the Master Agreement is hereby deleted and replaced by: "For example, unless Triggered otherwise, the price to appear on the Customer invoice from Duke for April would be the closing Nymex price of gas on March 15th multiplied by the applicable Duke BTU conversion rate for April plus \$0.092 per Ccf."

All other terms and conditions stated in the original Master Agreement continue in full force and effect.

AGREED:

Aggregator:
VILLAGE OF GREENHILLS

Supplier:
INTERSTATE GAS SUPPLY, INC.

Name:
Title:

Name:
Title: