

**TEXAS TECH UNIVERSITY
BOX 43165
LUBBOCK, TEXAS 79409-3165**

CONFIRMATION-MASTER "FIRM" PURCHASE/SALE AGREEMENT GOVERNS

Name of Seller: WTG Gas Marketing, Inc.
Address of Seller: 211 N. Colorado Street, Midland, Texas 79701

This Confirmation shall confirm the Transaction agreed to on the date hereof and binding between WTG Gas Marketing, Inc. ("Seller") and Texas Tech University at Lubbock, Texas ("Buyer") regarding the purchase and sale of Gas on the following terms. University to purchase and receive (Buyer) and Customer to sell and deliver (Seller).

TYPE OF GAS: Firm

DCQ (IN MMBTUS): Sufficient MMBtu's to satisfy full Gas Requirements of Buyer

DELIVERY POINT: Natural gas pipeline interconnection of Northern Natural Gas Company and PowerTex/Adobe, Hockley County, Texas on Northern's KV Lines (POI#36-383) with Texas Tech University Delivery Points: Central Plant #1; Central Plant #2; Museum; Ranch Heritage; International Culture Center; and Main Campus meter (located adjacent to Plant #1), located in the City of Lubbock, in Lubbock County, Texas, or at such other point or point(s) as the parties hereto may mutually agree in writing (the "Delivery Point(s)").

PERIOD OF DELIVERY: November 1, 2009 through October 31, 2011 (2-year term)

CONTRACT PRICE (PER MMBTU): Monthly Index price per MMBtu as it appears in the first publication for the applicable month of Inside F.E.R.C.; Gas Market Report in the Section "Market Center Spot – Gas Prices" for West Texas Waha plus \$0.01 cents per MMBtu for the term of the contract.

Fixed Price Conversions: If Buyer desires to lock in a fixed price, Buyer shall notify Seller five (5) days prior to the close of the NYMEX settlement day of such desire. The Buyer has the option to fix the WAHA plus price for the desired quantity not to exceed the Contract Quantity and term at a mutually agreeable price, which shall be based on the then current NYMEX market and WAHA Basis Swap market plus the contracted adder. The Buyer has the right, but not the obligation, to "trigger" multiple months' prices; however if the Buyer chooses not to trigger a fixed price the price shall be the Contract Price as set forth in the Transaction Confirmation.

Utility Transportation: This price does not include transportation charges from Power-Tex/Adobe (MarkWest) utility for service from the Citygate to the campus.

Gas Balancing: Daily variances will be settled with the following pricing mechanism. Consumption above the daily average for the month shall be priced at WAHA Gas Daily, Daily price for that day plus \$ 0.01. Consumption below the daily average for the month shall be credited back to Tech at WAHA Gas Daily, Daily price for that day plus \$ 0.00.

This Confirmation is being provided pursuant to and in accordance with the MASTER "FIRM" PURCHASE/SALE AGREEMENT between Seller and University and constitutes part of and is subject to all of the provisions thereof. University does hereby adopt this letterhead, including the address, as its signature in respect of the identification of University and the authentication by University of this Firm Confirmation. Any objection of Seller to this Confirmation must be made by written notice to University on or before the Confirm Deadline.

Received and accepted this 1st day of October 2009.

Texas Tech University

WTG Gas Marketing, Inc.

By: _____
Brenda Bullard, P.E

By: _____
Authorized Officer

Title: Associate Managing Director

Title: _____

Date: _____

Date: _____

Attachment B
PP/OP 05.09
1/29/2010