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FORMS OF SERVICE AGREEMENTS

MIDWESTERN GAS TRANSMISSION COMPANY  
FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-A or FT-GS

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-A or FT-GS to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

- 3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

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#### ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE 6 - RATES FOR SERVICE

- 6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule (FT-A or FT-GS) and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.
- 6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

#### ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

#### ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

#### ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

#### ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued

All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

#### ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

#### ARTICLE 12 - TERM OF AGREEMENT

- 12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through\_\_\_\_\_. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.
- 12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

#### ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE 14 - SUCCESSORS AND ASSIGNS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 15 - GENERAL

- 15.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change and Shipper has been notified of Company's agreement to such change.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none so state) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-A or FT-GS

Issued: June 30, 2010  
Effective: June 30, 2010

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_.

Transportation Quantity: \_\_\_\_\_ Dth/day

Transportation Path:

Receipt Point: \_\_\_\_\_ Delivery Point: \_\_\_\_\_.

Recourse Rate: Maximum Rate 1/ \_\_\_\_\_.

Discounted Rate: 1/ \_\_\_\_\_.

Rate Type: 2/ \_\_\_\_\_.

Quantity: \_\_\_\_\_.

Quantity Level: \_\_\_\_\_.

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_.

Contract: Discounted Monthly Reservation Rate per Dth \_\_\_\_\_.

Discounted Daily Commodity Rate per Dth \_\_\_\_\_.

Point: Receipt Point \_\_\_\_\_.

Delivery Point \_\_\_\_\_.

Point to Point: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_.

Zone: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_.

Relationship: \_\_\_\_\_.

Rate Component: \_\_\_\_\_.

Index Price Differential \_\_\_\_\_.

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

Billing Commencement Date of this Exhibit A is \_\_\_\_\_.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-B

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-B to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement, in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

- 3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 3.2 Shipper may request a change to the Receipt Point and/or Delivery Point provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

#### ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE 6 - RATES FOR SERVICE

- 6.1 Transportation Charge - The rates, charges and surcharges, including compensation for system fuel and losses, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-B and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees, surcharges, or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.
- 6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in (a) the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or (b) form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any rights it may have with respect thereto.

#### ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

- 7.1 As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point and prior to delivery of such gas to or for the account of Shipper at the Delivery Point, Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.
- 7.2 Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

#### ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

#### ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference, and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

#### ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

#### ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

#### ARTICLE 12 - TERM

12.1 This Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through\_\_\_\_\_. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in

accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.

- 12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.
- 12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made as set forth in Section 6 of the General Terms and Conditions of Company's FERC Tariff.

#### ARTICLE 13 - NOTICES

Any notice, request, demand, statement or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE 14 - SUCCESSORS AND ASSIGNS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

#### ARTICLE 15 - GENERAL

- 15.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change and Shipper has been notified of Company's agreement to such change.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none so state) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-B

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_

Transportation Quantity: \_\_\_\_\_ Dth/day

Transportation Path:

Receipt Point: \_\_\_\_\_ Delivery Point: \_\_\_\_\_

Recourse Rate: Maximum Rate 1/ Yes \_\_\_\_\_ No \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_

Rate Type: 2/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Monthly Reservation Rate per Dth \_\_\_\_\_

Discounted Daily Commodity Rate per Dth \_\_\_\_\_

Point: Receipt Point \_\_\_\_\_

Delivery Point \_\_\_\_\_

Point to Point: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Zone: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component: \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ \_\_\_\_\_ (\$/Dth)

This Exhibit A is made and entered into as of \_\_\_\_\_ 20\_\_\_\_.

Billing Commencement Date of this Exhibit A is \_\_\_\_\_.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
FIRM TRANSPORTATION AGREEMENT (Conditional)  
Rate Schedule FT-C

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-C to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

- 3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

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#### ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE 6 - RATES FOR SERVICE

- 6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-C and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.
- 6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

#### ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s),

Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

#### ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

#### ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

#### ARTICLE 10 - REGULATION

- 10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

#### ARTICLE 11 – WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any

warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

#### ARTICLE 12 - TERM OF AGREEMENT

- 12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through \_\_\_\_\_. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.
- 12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

#### ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE 14 - SUCCESSORS AND ASSIGNS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

#### ARTICLE 15 - GENERAL

- 15.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change and Shipper has been notified of Company's agreement to such change.

- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none - so state) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT (Conditional)  
Rate Schedule FT-C

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_

Transportation Quantity: \_\_\_\_\_ Dth/day

Transportation Path:

Receipt Point: \_\_\_\_\_ Delivery Point: \_\_\_\_\_

Recourse Rate: Maximum Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_

Rate Type: 2/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Monthly Reservation Rate per Dth \_\_\_\_\_

Discounted Daily Commodity Rate per Dth \_\_\_\_\_

Point: Receipt Point \_\_\_\_\_

Delivery Point \_\_\_\_\_

Point to Point: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Zone: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component: \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

Billing Commencement Date of this Exhibit A is \_\_\_\_\_.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
FIRM TRANSPORTATION AGREEMENT (Conditional)  
Rate Schedule FT-D

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-D to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

- 3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

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#### ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE 6 - RATES FOR SERVICE

- 6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-D and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.
- 6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

#### ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s),

Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

#### ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

#### ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

#### ARTICLE 10 - REGULATION

- 10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

#### ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any

warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

#### ARTICLE 12 - TERM OF AGREEMENT

- 12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through\_\_\_\_\_. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.
- 12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

#### ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE 14 - SUCCESSORS AND ASSIGNS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

#### ARTICLE 15 - GENERAL

- 15.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has

submitted a request for change and Shipper has been notified of Company's agreement to such change.

- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none so state) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT (Conditional)  
Rate Schedule FT-D

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_

Transportation Quantity: \_\_\_\_\_ Dth/day

Transportation Path:

Receipt Point: \_\_\_\_\_ Delivery Point: \_\_\_\_\_

Recourse Rate: Maximum Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_

Rate Type: 2/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Monthly Reservation Rate per Dth \_\_\_\_\_

Discounted Daily Commodity Rate per Dth \_\_\_\_\_

Point: Receipt Point \_\_\_\_\_

Delivery Point \_\_\_\_\_

Point to Point: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Zone: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component: \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

Billing Commencement Date of this Exhibit A is \_\_\_\_\_.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

MIDWESTERN GAS TRANSMISSION COMPANY  
INTERRUPTIBLE TRANSPORTATION AGREEMENT  
Rate Schedule IT

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of the premises and the mutual agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

If on any day after executing this Agreement, Company determines that capacity exists in its pipeline system to transport all or a portion of Shipper's maximum interruptible quantity as stated on the attached Exhibit A, then Shipper shall be entitled to tender and deliver to Company at each of Shipper's Receipt Point(s) specified on Company's Informational Postings web site the quantity of gas which Company has determined as available for Receipt Point(s) for such days. Company shall deliver an Equivalent Quantity of gas to Shipper at any Delivery Point(s) specified on Company's Informational Postings web site in accordance with Subsection 2.1 of Rate Schedule IT-1.

ARTICLE 3 - RECEIPT POINTS AND DELIVERY POINTS

Receipt Points and Delivery Points: All Receipt Points and Delivery Points specified on Company's Informational Postings web site shall be available for transportation under this Agreement. Priority of transportation service to such points shall be determined pursuant to Subsection 3.7 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s) and at the Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

- 5.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's effective Rate Schedule IT and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided to the contrary in this Agreement, Shipper shall pay Company the applicable maximum rate(s) and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff and in Rate Schedule IT. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 5.2 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates, charges, terms and conditions applicable to service pursuant to Company's Rate Schedule IT, (b) Company's Rate Schedule IT and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff applicable to Rate Schedule IT, as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.
- 5.3 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the FERC or any other agency in connection with the retention of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company. Further, Shipper agrees to be responsible for, and pay all amounts relating to, all other incidental charges in accordance with the terms and conditions of Company's effective Rate Schedule IT and the General Terms and Conditions in Company's FERC Gas Tariff.

#### ARTICLE 6 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

#### ARTICLE 7 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced time to time.

#### ARTICLE 8 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are incorporated herein by reference and made a part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with Company's

Rate Schedule IT, the Rate Schedule IT shall govern unless the relevant provision is inconsistent with Company's General Terms and Conditions.

#### ARTICLE 9 - TERM OF AGREEMENT

- 9.1 This Agreement shall become effective \_\_\_\_\_, and shall continue in full force until \_\_\_\_\_ and month-to-month thereafter. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.
- 9.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.
- 9.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

#### ARTICLE 10 - REGULATION

This Agreement shall be subject to all applicable United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Article 9.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

#### ARTICLE 11 - NOTICE

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE 12 - GENERAL

- 12.1 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change and Shipper has been notified of Company's agreement to such change.
- 12.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

- 12.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.
- 12.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option. If the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF SHIPPER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
INTERRUPTIBLE TRANSPORTATION AGREEMENT  
Rate Schedule IT-1

EXHIBIT A 1/

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

Direction of Flow: \_\_\_\_\_(south to north or north to south)

Maximum Interruptible Quantity: \_\_\_\_\_/day 2/

Recourse Rate: Maximum Rate 3/ \_\_\_\_\_

Discounted Rate: 3/ \_\_\_\_\_

Rate Type: 4/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Daily Reservation Rate per Dth \_\_\_\_\_

Discounted Daily Commodity Rate per Dth \_\_\_\_\_

Point: Receipt Point \_\_\_\_\_

Delivery Point \_\_\_\_\_

Point to Point: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Zone: Receipt Point \_\_\_\_\_ to Delivery Point \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 3/ No \_\_\_\_\_ Yes \_\_\_\_\_(attach explanation of rate)

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_\_.

1/ Company's Receipt Points and Delivery Points are posted on Company's Informational Postings web site and are hereby incorporated by reference and made part of this Agreement.

2/ Nominations of gas quantities will be limited to the lesser of Shipper's Transportation Quantity or the quantity specified for a given Receipt Point and Delivery Point on Company's System.

3/ An applicable ACA charge will be included in the Shipper's monthly invoice.

4/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

MIDWESTERN GAS TRANSMISSION COMPANY  
PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into at Tulsa, Oklahoma as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "Buyer."

WHEREAS, Buyer desires to engage Company to provide interruptible park and loan service; and

WHEREAS, Company desires to provide interruptible park and loan service to Buyer;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

On any day after the Commencement of Service Date on the Exhibit(s) A attached hereto, Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity set forth in the Exhibit(s) A attached hereto at a Parking Point. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

On any day after the Commencement of Service Date on the Exhibit(s) A attached hereto, Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity set forth in the Exhibit(s) A attached hereto at a Lending Point. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit(s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

#### Article 7 - Term

Where no Exhibit(s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit(s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit(s) A.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

#### Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

#### Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person

whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Buyer shall initiate a request for interruptible park and loan service by executing and delivering to Company one or more Exhibit(s) A. Upon execution by Company, Buyer's Exhibit(s) A shall be incorporated in and made a part hereof.

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF BUYER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
 PARK AND LOAN ("PAL") AGREEMENT

EXHIBIT A TO PARK AND LOAN ("PAL") AGREEMENT

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
 100 West 5th Street  
 Tulsa, Oklahoma 74103

BUYER -

BUYER'S ADDRESS -

PARK AND LOAN (PAL) SERVICE OPTIONS:

	<u>Buyer Check Option</u>	<u>Commencement of Service Date</u>	<u>Termination of Service Date</u>	<u>Maximum PAL Quantity Dekatherms</u>	<u>Daily Rate per Dekatherm</u>	<u>Parking Points</u>	<u>Lending Points</u>
1) Buyer Nominated Parking/Lending Service (NPL)*	_____	_____	_____	_____	_____	Nominated	All Points
2) Buyer Requested Term Parking/Lending Service (RPL)**	_____	_____	_____	_____	\$ _____	_____	_____
3) Company Offered Parking/Lending Service (OPL)**	_____	_____	_____	_____	\$ _____	_____	_____
4) Buyer Authorized Automatic Parking/ Lending Service (APL)*	_____	_____	_____	_____	\$ _____	_____	All Points

\*Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

\*\*Maximum PAL Quantity available during the term of the Exhibit A.

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_\_.

MIDWESTERN GAS TRANSMISSION COMPANY  
SUPPLY AGGREGATION SERVICE AGREEMENT  
Rate Schedule SA

THIS AGREEMENT is made and entered into as of \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Aggregator." Company and Aggregator shall collectively be referred to herein as the "Parties."

ARTICLE 1  
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Company's Rate Schedule SA, Company agrees to permit Aggregator to aggregate nominated quantities of gas, under any of Company's transportation rate schedules, at a Supply Aggregation Point (SA Point) pursuant to Rate Schedule SA.

ARTICLE 2  
CHARGES FOR SUPPLY AGGREGATION SERVICE

- 2.1 IMBALANCE CHARGES - Commencing upon the date of execution hereof, any charges related to imbalances at the physical point(s) served by the SA Point shall be paid by Aggregator to Company in accordance with Company's Rate Schedules SA, LMS-PA and LMS-MA as well as the General Terms and Conditions of Company's FERC Gas Tariff.
- 2.2 CHANGES IN CHARGES - Aggregator agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the charges applicable to service pursuant to Company's Rate Schedule SA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules or this Agreement. Company agrees that Aggregator may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE 3  
INVOICING AND PAYMENTS

Company shall bill and Aggregator shall pay all charges in accordance with Sections 5 and 6, respectively, of the General Terms and Conditions of Company's Gas Tariff.

ARTICLE 4  
RATE SCHEDULES, GENERAL TERMS AND CONDITIONS  
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference, and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable

Rate Schedule, then the terms and conditions of the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

ARTICLE 5  
REGULATION

This Agreement shall be subject to all applicable lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE 6  
TERM

- 6.1 This Agreement shall be effective as of \_\_\_\_\_ and shall remain in force and effect on a month to month basis thereafter unless this contract is terminated as hereinafter provided. This Agreement may be terminated by either Company or Aggregator upon 30 days prior written notice to the other.
- 6.2 Any portion of this Agreement necessary to resolve imbalances under this Agreement as required by the Rate Schedules SA, LMS-PA, LMS-MA and the General Terms and Conditions of Midwestern's Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Company notifies Aggregator of such imbalance no later than twelve months after the termination of this Agreement.
- 6.3 This Agreement will terminate automatically in the event Aggregator fails to pay the entire amount of any bill for service rendered by Company hereunder in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

ARTICLE 7  
NOTICE

Notices shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 8  
ASSIGNMENTS

- 8.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.
- 8.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 9  
MISCELLANEOUS

- 9.1 The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to the doctrines governing choice of law.
- 9.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 9.3 Unless otherwise expressly provided in this Agreement or Company's Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Aggregator has submitted a request for change and Aggregator has been notified of Company's agreement to such change. Such modifications or supplements shall be set forth on Exhibit A attached to this Agreement.

ARTICLE 10 - OTHER PROVISIONS

(If none so state) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGGREGATOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

120109

MIDWESTERN GAS TRANSMISSION COMPANY  
SUPPLY AGGREGATION SERVICE AGREEMENT

EXHIBIT "A"

DATED \_\_\_\_\_, \_\_\_\_\_

BETWEEN

MIDWESTERN GAS TRANSMISSION COMPANY

AND

\_\_\_\_\_

SA Point	DRN Number	
_____	_____	
Point(s)	DRN Number	Predetermined Ranking(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(This Exhibit A supersedes and cancels Exhibit A dated \_\_\_\_\_ to the Supply Aggregation Agreement dated \_\_\_\_\_.)

The effective date of this Exhibit A is \_\_\_\_\_.

120109



MIDWESTERN GAS TRANSMISSION COMPANY  
THIRD PARTY BALANCING (TPB) AGREEMENT  
RATE SCHEDULE TPB

This Agreement (the "Agreement") is made and entered into at Tulsa, Oklahoma as of \_\_\_\_\_, 20\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company", and \_\_\_\_\_, hereinafter referred to as "Balancing Provider".

WHEREAS, Balancing Provider desires to engage Company to provide this balancing service; and

WHEREAS, Company desires to provide this balancing service to Balancing Provider.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Points Under Agreement

The physical interconnection point(s) of receipt and delivery of gas and the Variable Load Point, and the Balanced Point are as designated in Exhibit(s) A, attached hereto. Balancing Provider shall authorize Company to deliver a quantity of gas up to Balancing Provider's Maximum Balancing Quantity at a Variable Load Point, as set forth in Exhibit(s) A attached hereto. Company shall receive and deliver gas in accordance with the applicable terms and conditions of Rate Schedule TPB.

Article 2 - Rates

The rate for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule TPB unless otherwise agreed to by the parties and set forth in the Exhibit A of this Agreement.

Article 3 - Payments

Balancing Provider shall pay Company each month the applicable rate for this service multiplied by the applicable number of days in the calendar month multiplied by the Maximum Balancing Quantity as specified in Exhibit A of this Agreement. Balancing Provider shall make payments to Company in accordance with Rate Schedule TPB, other applicable terms and provisions of this Agreement, and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Change in Tariff Provisions

Upon notice to Balancing Provider, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreements as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Balancing Provider may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 5 - Cancellation of Prior Agreements

When this TPB Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

#### Article 6 - Term of Agreement

This Agreement shall become effective \_\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_. Service rendered pursuant to this Agreement shall automatically be abandoned upon termination of this Agreement.

Termination of this Agreement shall not relieve Company and Balancing Provider of the obligation to correct any Imbalances hereunder, or Balancing Provider to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

#### Article 7 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Balancing Provider thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Balancing Provider in the Courts of any other State, Province or country.

At the Company's request, the Balancing Provider shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to this Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Balancing Provider.) If said agent ceases to act as a process agent within Oklahoma on behalf of Balancing Provider, the Balancing Provider shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

#### Article 8 - Other Provisions

- 8.1 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to existing customers of Company.
- 8.2 Prior to initiation of service, Balancing Provider shall provide Company with any information required by the FERC, as well as all information identified in Company's General Terms and Conditions and as set forth in Rate Schedule TPB.

Article 9 - Exhibit A of Agreement, Rate Schedules and  
General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

MIDWESTERN GAS TRANSMISSION COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NAME OF BALANCING PROVIDER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
THIRD PARTY BALANCING AGREEMENT  
RATE SCHEDULE TPB

EXHIBIT A TO THIRD PARTY BALANCING SERVICE AGREEMENT

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza  
100 West 5th Street  
Tulsa, Oklahoma 74103

BALANCING PROVIDER -

BALANCING PROVIDER'S ADDRESS -

Name of Balanced Point: \_\_\_\_\_ Company DRN \_\_\_\_\_

Name of Variable Load Point: : \_\_\_\_\_ Company DRN \_\_\_\_\_

Name of Physical Point(s) Comprising Balanced Point:

	Flow Control	Company DRN
_____	Yes____No____	_____
_____	_____	_____
_____	_____	_____

Maximum Balancing Quantity: \_\_\_\_\_ Dth/day

Daily Rate: Maximum Rate \_\_\_\_\_/Dth  
Discounted Rate \_\_\_\_\_/Dth

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

MIDWESTERN GAS TRANSMISSION COMPANY  
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights  
released pursuant to Section 21 of the  
General Terms and Conditions of this Tariff)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between  
MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter called "Company," and  
\_\_\_\_\_ hereinafter variously called "Bidder" or "Replacement Shipper."  
Company and Bidder or Replacement Shipper shall be referred to collectively herein as "Parties."

WHEREAS, Company owns and operates an interstate natural gas transmission system and provides transportation service for third-party Shippers on such system;

WHEREAS, Company's Tariff on file with the Federal Energy Regulatory Commission (FERC) permits firm transportation Shippers under Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D to release some or all of their transportation rights under the terms and conditions presented in the Tariff;

WHEREAS, Bidder desires to submit Bids for transportation rights released by one or more firm Shippers and Company's Tariff requires Bidder to enter into this Released Transportation Service Agreement as a pre-condition to the submission of any such Bids; and

WHEREAS, Company is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - RELEASED TRANSPORTATION RIGHTS

- 2.1 In the event transportation rights are released to Bidder, Company shall prepare and submit to Bidder an Exhibit R-1 setting forth the Release Quantity, applicable receipt and delivery points, the rates to be paid for service using released rights and any special terms and conditions applicable to such released transportation rights, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Company's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

#### ARTICLE 3 - GOVERNING TERMS AND CONDITIONS

- 3.1 This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Company's Tariff, including, without limitation, Section 21 of the General Terms and Conditions thereof, the Governing Rate Schedule and special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations to this Agreement and Company's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D and the applicable provisions of Company's Tariff shall be subject to all obligations thereof.
- 3.2 With respect to the Release Quantity, Replacement Shipper shall have all of the rights and obligations of "Shipper" and Company shall have all of the rights and obligations of "Company" under the firm transportation agreement between Releasing Shipper and Company listed on Exhibit A.
- 3.3 Company expressly reserves all rights granted to it by Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D and the applicable provisions of its Tariff to file at the FERC and place into effect unilaterally such changes as Company deems necessary or desirable from time-to-time in the rates, charges, terms, and conditions applicable to service under the Tariff or Rate Schedule(s) FT-A, FT-B, FT-C or FT-D, in order to assure Company just and reasonable rates, charges, and terms and conditions of service.

#### ARTICLE 4 - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other Party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

#### ARTICLE 5 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either Party of any of its rights hereunder, except for transfers pursuant to the release program set forth in Company's Tariff, shall be made without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. No such consent of Company or Replacement Shipper shall be required when an assignment by Replacement Shipper or Company is the result of, and part of, a corporate acquisition, merger or reorganization. Nothing contained herein shall prevent either Party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness and either Party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under this Agreement. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated. Upon request of either Party, the other Party shall acknowledge in writing any permitted assignment described herein and the right of any permitted assignee (and any assignee upon enforcement of any assignment made as security for indebtedness) to enforce this Agreement against such other Party, and shall also deliver such certificates, copies of corporate documents and opinions and counsel as may be reasonably requested by such permitted assignee relating to such Party, this Agreement and any other matters relevant thereto. No permitted assignment shall relieve the assigning Party from any of its obligations under this Agreement. Replacement Shipper hereby confirmed that the rights of Company under this agreement that may be assigned include any right given or reserved to Company in the Agreement to consent to any assignment or transfer by Replacement Shipper of its rights and obligations thereunder.

#### ARTICLE 6 - GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Agreement shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

#### ARTICLE 7- REPLACEMENT SHIPPER'S INDEMNIFICATION

- 7.1 Replacement Shipper recognized that its rights to transportation service hereunder are solely those rights released by Releasing Shipper. The Replacement Shipper agrees that it will indemnify Company against any claims or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Company in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Company harmless for any action taken by Company in reliance upon the nominations, scheduling instructions, or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Company shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Company's sole opinion conflicts with communications or instructions received by Company from the Releasing Shipper (or its agents) or with the terms of Company's Tariff.
- 7.2 Replacement Shipper agrees to indemnify Releasing Shipper against any claim or suit of any kind by Company, its successor or assigns, or by a third party arising from any action taken by a Replacement Shipper under this Released Transportation Agreement.

#### ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1 No waiver by any Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default of defaults, whether of a like or of a different character.
- 8.2 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 8.3 As to all matters of construction and interpretation, this agreement shall be interpreted by the laws of the state of Oklahoma, without regard to its conflict of laws provisions.
- 8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the Parties only if agreed upon by both Parties hereto in a written instrument or by an electronic contract form which expressly refers to this Agreement.
- 8.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change and Shipper has been notified of Company's agreement to such change.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

\_\_\_\_\_  
(Replacement Shipper)

MIDWESTERN GAS TRANSMISSION COMPANY  
(Company)

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

MIDWESTERN GAS TRANSMISSION COMPANY  
EXHIBIT R-1  
to the  
Released Firm Transportation Agreement  
between Midwestern Gas Transmission Company (Company)  
and \_\_\_\_\_ (Replacement Shipper)  
Dated \_\_\_\_\_

Release Quantity: \_\_\_\_\_ Bid Rate: \_\_\_\_\_  
Governing Rate Schedule: \_\_\_\_\_ Term: \_\_\_\_\_  
Releasing Shipper: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Receipt Point \_\_\_\_\_ DRN \_\_\_\_\_

Delivery Point \_\_\_\_\_ DRN \_\_\_\_\_

Additional Conditions of Release: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

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