

MIDWESTERN GAS TRANSMISSION COMPANY  
AGENCY AUTHORIZATION AGREEMENT

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Contract Holder" and \_\_\_\_\_, DUNS # \_\_\_\_\_, hereinafter referred to as "Agent."

WITNESSETH:

WHEREAS Contract Holder has rights and obligations under certain contracts with Company;

WHEREAS Contract Holder has expressed its desire to transfer certain rights and obligations, pursuant to one or more of the above referenced agreements, to Agent;

NOW THEREFORE, Contract Holder, Company, and Agent agree as follows:

1. Party Level Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below and entered into between Contract Holder and Company pursuant to Company's Tariff.

Please select from the following functions:

- (1) Right to Create New Contracts and Create Amendments: Agent is authorized to enter into new contracts with Company on behalf of the Contract Holder. Agent is authorized to freely amend the contracts, including, but not limited to the right to change primary receipt or delivery points. Access to all applicable contract reports is provided to Agent.
- (2) Right to Release Capacity: Agent is authorized to release capacity to third parties on a short-term or long-term basis for a term which may exceed the term of this Agency Authorization Agreement. Contract Holder and Agent understand and agree that it is Contract Holder's responsibility to determine whether Agent is authorized to release capacity for a term which exceeds the term of the Agency Authorization Agreement. Access to all applicable capacity release reports is provided to Agent.
- (3) Right to Bid on Released Capacity: Agent is authorized to Bid on released capacity and to create a new contract in the event Agent obtains the released capacity. Access to all applicable release reports is provided to Agent.
- (4) Right to Confirm: Agent is authorized to confirm all nominations and view Scheduled Quantity for interconnecting party reports at the following points/location codes: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Access to all applicable confirmation reports is provided to Agent.

2. Contract Level Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below for the following contracts: \_\_\_\_\_

- (1) Right to Nominate: Agent is authorized to nominate for above contracts on behalf of the Contract Holder quantities of gas up to the Total Quantity per Contract. Access to all applicable nomination reports is provided to Agent.
- (2) Rights on Invoices: For above contracts, Agent will receive all invoices for payment, including all supporting documentation.

Contract Holder and Agent also understand and agree that Agent is required to comply with all provisions of the Contract(s) and of Company's FERC Gas Tariff governing the transportation, storage, supply aggregation and/or balancing of gas.

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3. This Agency Authorization Agreement shall be executed pursuant to Section 24 of the General Terms and Conditions of Company's FERC Gas Tariff.
4. Indemnity: Company will rely on communications and actions of Agent for all specified purposes related to the specified Contracts above. Contract Holder agrees to indemnify and hold Company harmless against any and all claims arising from Company's actions in reliance on communications with Agent. Agent agrees to indemnify and hold Company harmless against any and all claims that are brought by Contract Holder against Company and that arise from or relate to this Agency Authorization Agreement or the Contracts, provided, however, nothing herein shall relieve Company of liability for its own negligence.
5. Term: The term of this Agreement shall be for a term beginning \_\_\_\_\_ and will continue in full force thereafter unless terminated by Agent, Contract Holder or Company by written notice from any Party to all other Parties two (2) Business Days prior to the effective date of the termination.
6. Regulation: This Agreement shall be subject to all applicable 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 or authorization is not so obtained or continued.
7. Waiver: No waiver by any Party of 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 different character.
8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Oklahoma without regard to choice of law doctrine that refers to the laws of another jurisdiction.
9. Conflicts: In the event of a conflict between the provisions of this Agreement and the General Terms and Conditions of Company's FERC Gas Tariff, the General Terms and Conditions shall govern.
10. The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this agreement may not be assigned.

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

Contract Holder: \_\_\_\_\_

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

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

Agent: \_\_\_\_\_

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

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

Midwestern Gas Transmission Company

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

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