

CURRENTLY EFFECTIVE RATE SCHEDULES AND  
STATEMENT OF OPERATING CONDITIONS OF  
MID CONTINENT MARKET CENTER, L.L.C.

SUBJECT TO THE JURISDICTION OF  
THE FEDERAL ENERGY REGULATORY COMMISSION

Effective October 1, 2020

version 1.1.0

eTariff Information

Tariff Submitter: Mid Continent Market Center, L.L.C.

FERC Tariff Program Name: FERC NGPA Gas Tariff

Tariff Title: Mid Continent Market Center

Tariff Record Proposed Effective Date: October 1, 2020

Tariff Record Title: Mid Continent Market Center, L.L.C. SOC Revisions

Option Code: A

Other Information: NGPA Section 311 Rate Certification

MID CONTINENT MARKET CENTER, L.L.C.'S  
STATEMENT OF  
CURRENT EFFECTIVE RATES

Current Rates

Pursuant to section 284.123(b)(1)(ii) of the Commission's regulations, Company has elected to base its rates for firm and interruptible transportation service under Section 311 of the Natural Gas Policy Act on the rates authorized by the Kansas Corporation Commission in Docket No. 02-KGSG-495-MER.

Firm Transportation Service: FT

|                      |             |                           |                        |
|----------------------|-------------|---------------------------|------------------------|
| <u>Maximum Usage</u> | <u>LUFG</u> | <u>Authorized Overrun</u> | <u>MDQ Reservation</u> |
| \$0.1350 per Dth     | 1.47%       | \$0.3352 per Dth          | \$6.0896 per Dth       |

Interruptible Transportation Service: IT

|                      |             |
|----------------------|-------------|
| <u>Maximum Usage</u> | <u>LUFG</u> |
| \$0.3352             | 1.47%       |

Title Transfer

|                               |
|-------------------------------|
| <u>Maximum Title Transfer</u> |
| \$0.0050 per Dth              |

**Mid Continent Market Center, L.L.C.**  
**Statement of Operating Conditions**  
**for Transportation Services**

Mid Continent Market Center, L.L.C. (“Transporter”), an intrastate natural gas pipeline, respectfully files this Statement of Operating Conditions for Transportation Service, in compliance with Section 284.123(e) of the Federal Energy Regulatory Commission’s (“Commission”) Regulations. 18 C.F.R. § 284.123(e). Transporter is authorized to engage in transportation service under the Commission’s Regulations promulgated to implement Section 311(a)(2) of the Natural Gas Policy Act (“NGPA”), 15 U.S.C. § 3371(a)(2). Transporter will provide firm and interruptible transportation service to Qualified Shippers, as that term is defined herein, under the provisions of Transporters’ Tariff, this Statement of Operating Conditions, and the Transportation Service Agreement executed between Transporter and such Qualified Shipper.

I.

Description of Transporter

Transporter operates natural gas transmission and storage facilities in Kansas and is a natural gas public utility under Kansas law and regulated by the Kansas Corporation Commission (“KCC”). Customers that take transportation service under Section 311 of the NGPA will be referred to as “Interstate Shippers.” Customers that take transportation service other than under Section 311 of the NGPA will be referred to as “Intrastate Shippers.” Any transportation service provided by Transporter shall be consistent with and shall not infringe upon Transporter’s status as a public utility under Kansas law and shall not subject Transporter

to the Commission's jurisdiction under the Natural Gas Act ("NGA").

## II.

### Qualified Shippers

Transporter shall only render Interstate Transportation Service to shippers which qualify for transportation service under the Commission's Regulations in 18 C.F.R. § 284.224 ("Qualified Shippers").<sup>1</sup> In addition to the other conditions contained in this Statement of Operating Conditions, Interstate Transportation Service provided by Transporter is available only to Qualified Shippers which enter into a mutually acceptable Transportation Service Agreement with Transporter. If, in the opinion of Transporter's counsel, the status of a shipper as a Qualified Shipper is in doubt, then such shipper must apply for and receive a nonappealable, final ruling from the FERC or its successor agency affirming the status of such shipper as a Qualified Shipper prior to the commencement of Interstate Transportation Service by Transporter for such shipper.

## III.

### Capacity Availability, Scheduling, Allocation and Curtailment

#### A. Capacity Availability

1. Interstate Transportation Service shall be conditioned upon the availability of sufficient capacity to perform the transportation service on a first come, first served basis without detriment or disadvantage to other firm shippers entitled to receive service at the time of the request. During the term of any purchase of such capacity, Interstate Transportation Service shall not be subordinated,

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<sup>1</sup> Interstate Transportation Service is only available to parties which meet the "on behalf test" set out in 18 C.F.R. § 284.122 of the Commission's Regulations.

interrupted, or curtailed because of new Interstate Shippers or new Intrastate Shippers. Such transportation service shall not be subordinated, interrupted, or curtailed by any interruptible shipper. Capacity made available to Interstate Shippers shall be made available on a non-discriminatory basis and shall be allocated or curtailed in the manner described in Sections III.B. and III.C., herein.

2. Any additional capacity added to Transporter's system due to changes in facilities or operations ("New Capacity") shall be offered on a nondiscriminatory basis to any shipper. During the term of any purchase of such New Capacity, Interstate Transportation Service using such New Capacity shall not be subordinated, interrupted, or curtailed because of new Interstate Shippers or new Intrastate Shippers. Such transportation service shall not be subordinated, interrupted, or curtailed by any interruptible shipper. Capacity made available to Interstate Shippers shall be made available on a non-discriminatory basis and shall be allocated or curtailed only in the manner described in Section III.B. and III.C., herein.
3. Because the capacity in Transporter's system varies from area to area and from time to time, capacity available for Interstate Transportation Service shall be determined in each case based upon the shipper's requested points of receipt and delivery and upon the timing and duration of such requests. Transporter reserves the right to refuse to provide Interstate Transportation Service to any Qualified Shipper in the event Transporter determines that such transportation service would be detrimental to Transporter's operations or inconsistent with Transporter's obligations to provide firm interstate and intrastate service at the

time the request is received. The criteria applied to determine the availability of capacity to serve newly requested Interstate Transportation Service shall be the same criteria applied to determine the availability of capacity to serve newly requested intrastate transportation service of a similar type.

4. Capacity shall be made available in the following order and manner:

a. Capacity shall be made available to firm shippers on a first come, first served basis according to the date Transporter receives the request for transportation service.

b. Requests for transportation service submitted to Transporter which are presented at the same time and for the same price shall be satisfied from available capacity on a pro rata basis according to the volumes requested. However, if Transporter receives requests for transportation service which are submitted at the same time but at different prices, Transporter shall allocate capacity first to the request for transportation service at the higher price. Any remaining capacity shall then be allocated to the lower priced request for transportation service.

B. Scheduling and Allocations

Scheduling and allocation of capacity shall be performed in accordance with Section 8 of Transporter's General Terms and Conditions for Service, effective on July 1, 2002, a copy of which is attached hereto as Exhibit A and is incorporated by reference as part of this Statement of Operating Conditions. Capacity shall be scheduled and allocated in the following order and manner:

1. Qualified Firm Interstate Shippers and Qualified Firm Intrastate Shippers shall

receive first priority for scheduling and allocating capacity. No interruptible shipper shall have priority in scheduling or allocating of capacity over any Qualified Firm Interstate Shipper or Qualified Firm Intrastate Shipper.

2. Qualified Firm Interstate Shippers and Qualified Firm Intrastate Shippers scheduling transportation service at primary receipt and delivery points shall have first priority over transportation service scheduled or requested at secondary receipt and delivery points.

### C. Curtailment

Transporter shall the right to curtail or discontinue transportation service, in whole or in part on all or a portion of its system from time to time and at any time Transporter determines it is desirable or necessary to make modifications, repairs or operating changes to its system. With respect to shippers affected by such curtailments, Transporter shall curtail all interruptible transportation service before curtailing firm transportation service. Transporter shall follow the same curtailment procedure in a force majeure situation to the extent practicable; however, Transporter reserves the right to curtail any customer during emergency situations caused by force majeure conditions in order to ensure the safe and reliable operation of its system. Such curtailments or discontinuation of transportation service shall be implemented in accordance with section 10 of Transporter's General Terms and Conditions for Gas Service, effective on July 1, 2002, a copy of which is attached hereto as Exhibit A and is incorporated by reference as part of this Statement of Operating Conditions.

IV.

Receipt and Delivery Points

Transportation of gas for Interstate Shippers shall be subject to availability of acceptable receipt and delivery points on Transporter's system, and consistent with the terms and conditions of the applicable Transportation Service Agreement. Transporter shall retain operational control over receipts into its system at all times.

V.

General Terms and Conditions for Transportation Service

Interstate Transportation Service shall be conducted according to the provisions of this Statement of Operating Conditions, including Transporter's General Terms and Conditions for Service, effective July 1, 2002, a copy of which is attached hereto as Exhibit A and is incorporated by reference as part of this Statement of Operating Conditions, and the Transportation Service Agreement.

VI.

Changes to this Statement of Operating Conditions

Transporter reserves the right to add, delete, or modify conditions in the Statement of Operating Conditions at any time upon thirty (30) days notice to Interstate Shippers receiving or entitled to receive Interstate Transportation Service at the time of such change. Such thirty (30) day notice may be dispensed with if exigent circumstances require that a change in operating conditions occur to ensure the safe and reliable operation of Transporter's system. In the event that Transporter makes a change in its operations which results in this Statement of Operation Conditions no longer reflecting Transporter's operating practices, Transporter will amend this



Statement of Operating Conditions and will file such revised Statement of Operating Conditions with the Commission no later than thirty (30) days after commencement of the change in operations. A copy of the revised Statement of Operating Conditions will be furnished to Interstate Shippers receiving or entitled to receive Interstate Transportation Service at the time of such amendment who request a copy of such amended Statement of Operating Conditions.

## VII.

### Right to Terminate Transportation Service

Transporter shall have the right to terminate and abandon transportation service upon the expiration of the contractual term of each individual transportation service agreement. Transporter shall have the right to refuse transportation service or to terminate transportation service if Transporter becomes aware that such transportation service would cause Transporter to become subject to the Commission's jurisdiction under the NGA. Transporter shall also have the right to terminate transportation service in the manner and for the reasons set forth as the basis for such termination in Transporter's General Terms and Conditions of Service, attached hereto as Exhibit A, including if Transporter determines on a nondiscriminatory basis to cease providing transportation service pursuant to Section 311 of the NGPA.

## VIII.

### Subject to Regulatory Interpretation

In the event any part of this Statement of Operating Conditions conflicts with or violates the rules, regulations, or order of any Commission or governmental or regulatory body, such part shall be deemed void, but shall not affect the remaining provisions of this Statement of Operating Conditions. Transporter shall not be liable to any party with a Transportation Service Agreement

subject to this Statement of Operating Conditions that loses priority status or any other rights hereunder due to issuance of any laws, order, or regulations by a judicial, governmental, or administrative body as affects this Statement of Operating Conditions.

## IX.

### Conflicts and Authority of Statement

This Statement of Operating Conditions and the incorporated Tariff takes precedence over and replaces conflicting language in any of Transporter's Transportation Service Agreements and amendments, unless such language specifically states that it is an exception to language in the Statement of Operating Conditions or the incorporated Tariff. If this Statement of Operating Conditions or the incorporated Tariff is excepted in any Transportation Service Agreement, then language in such agreement shall govern, but only to the extent the language is in conflict.

**THE STATE CORPORATION COMMISSION OF KANSAS  
MID CONTINENT MARKET CENTER, INC.**

(Name of Issuing Utility)

INDEX NO. \_\_\_\_\_

SCHEDULE GT&C

KANSAS

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet \_\_\_\_\_

which was filed \_\_\_\_\_

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 77 Sheets

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

MID CONTINENT  
MARKET CENTER, INC.

Commission File Number 98-MCIG005-TAR

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Issued    | <u>June</u> | <u>12</u> | <u>1997</u> |
|           | Month       | Day       | Year        |
| Effective | <u>JUL</u>  | <u>15</u> | <u>1997</u> |
|           | Month       | Day       | Year        |

By *David Crisp*  
David Crisp, General Manager-Regulatory

**THE STATE CORPORATION COMMISSION OF KANSAS  
MID CONTINENT MARKET CENTER, INC.**

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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Commission File Number 98-MCIG005-T&R

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Month Day Year  
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By David Crisp  
 David Crisp, General Manager-Regulatory

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MID CONTINENT MARKET CENTER, INC.**

(Name of Issuing Utility)

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

**1. DEFINITIONS**

- 1.1 "Billing Period" shall normally mean the monthly period during which service was provided and which immediately proceeds the month in which Company renders a bill for such service. However, depending upon the specific circumstances, a billing period may be longer or shorter than a calendar month.
- 1.2 "British Thermal Unit" ("Btu") shall mean the amount of heat required to raise the temperature of one pound of water from 59.5 degrees Fahrenheit (°F) to 60.5 degrees Fahrenheit (°F) at a standard pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia). 100,000 Btus equals one (1) Therm. 1,000,000 Btus (1 MMBtu) equals one (1) Dekatherm.
- 1.3 "Business Day" shall mean from 8:00 a.m. to 5:00 p.m. central clock time, Monday through Friday, excluding Federal Banking or Company Holidays .
- 1.4 "Commission" or "KCC" shall mean the State Corporation Commission of Kansas or any successor regulatory agency.
- 1.5 "Company" shall mean Mid Continent Market Center, Inc.
- 1.6 "Cubic Foot of Gas" shall mean the quantity of gas which, at a temperature of 60°F and at a pressure of 14.73 psia and dry occupies one (1) cubic foot.
- 1.7 "Daily/Monthly Nomination" shall mean a nomination submitted prior to 11:30 a.m. central clock time on the day prior to the gas flow day. All nominations shall have a begin and ending date and shall be based on daily quantities in Dekatherms.
- 1.8 "Dekatherm" ("Dth") shall mean the standard quantity for nominations, confirmation and scheduling. Dekatherm (10 Therms) is equivalent to 1 MMBtu.

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David Crisp, General Manager-Regulatory

**THE STATE CORPORATION COMMISSION OF KANSAS**  
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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

- 1.9 "Delivering Party" shall mean the owner or Operator of the facilities from which gas is physically delivered into Company's facilities.
- 1.10 "Gas" or "Natural Gas" shall mean any mixture of hydro-carbons or of hydro-carbons and non-combustible gases in a gaseous state, consisting essentially of methane. Such gas may be either in its natural state produced from wells, including casinghead gas produced with crude oil, and residue gas resulting from the processing of either gas well gas or casinghead gas or both or after manufacture or other methods of producing synthetic gas.
- 1.11 "Gas Day" shall mean a period of twenty-four (24) consecutive hours, 9:00 a.m to 9:00 a.m. central clock time.
- 1.12 "Gathering Facilities" shall mean those facilities described in Section 2.3.
- 1.13 "Gross Heating Value" shall mean the quantity of heat in Btus liberated by the complete combustion at constant pressure, of a cubic foot of gas at a temperature of 60°F saturated with water vapor and at 14.73 psia with air at the same temperature and pressure as the gas, when the products of the combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state.
- 1.14 "Intra-Day Nomination" shall mean a nomination submitted during the gas day for the same day of gas flow without rollover options, and will be scheduled after all other nominations.
- 1.15 "Late Day Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day.

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By David Crisp  
David Crisp, General Manager-Regulatory

**THE STATE CORPORATION COMMISSION OF KANSAS**  
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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

- 1.16 "Local Distribution Company@ (ALDC@) shall mean Western Resources, Inc. which is engaged in the sale and distribution of natural gas for ultimate consumption. The LDC generally serves, residential, commercial, and industrial markets through a network of distribution pipelines in Kansas.
- 1.17 "Master Delivery Point List" shall mean the list of all points at which Company can deliver gas to Shippers
- 1.18 "Master Receipt Point List" shall mean the list of all points at which Company can receive gas from Shippers.
- 1.19 "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum daily number of Dths Shipper is entitled to inject into Company's storage facilities. Shipper's entitlement to inject gas on a daily basis shall be subject to the quantities of stored gas and to other operating conditions on Company's system.
- 1.20 "Maximum Daily Quantity" ("MDQ") shall mean the maximum daily number of Dths Shipper is entitled to receive from Company at each Primary Delivery Point.
- 1.21 "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the maximum daily number of Dths Shipper is entitled to withdraw from Company's storage facilities. Shipper's entitlement to withdraw gas on a daily basis shall be subject to the quantities of stored gas and to other operating conditions on Company's system.
- 1.22 "Maximum Receipt Quantity" (AMRQ@) shall mean the maximum daily number of Dths which Company may be obligated to receive from Shipper at each Receipt Point.
- 1.23 "Maximum Storage Quantity" ("MSQ") shall mean the maximum number of Dths Shipper is entitled to store in Company's storage facilities.

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

- 1.24 "MMBtu" shall mean one million (1,000,000) Btu.
- 1.25 "Month" shall mean a period extending from the beginning of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.
- 1.26 "Monthly Index Price" shall mean the average of the spot market prices for natural gas applicable to Williams Natural Gas Company (KS, OK, TX), Panhandle Eastern Pipeline Company (OK, TX), Northern Natural Gas Company (KS, OK, TX), Natural Gas Pipeline Company of America (OK), and ANR Pipeline Company (OK) as published in the first issue of Inside FERC's Gas Market Report for the month.
- 1.27 "Operational Balancing Agreements" ("OBA") shall mean a contract between two Operators which specifies the procedures to manage operating variances at an interconnect and protects Shippers from flow variances outside of their physical control. All Shipper contracts are kept whole (scheduled=actual flow) when an OBA is in place.
- 1.28 "Operational Flow Order" ("OFO") shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations of system integrity, of the transportation service provider=s system or to maintain operations required to provide efficient and reliable firm service.
- 1.29 "Operator" shall mean any entity engaged in providing natural gas production, processing, or transportation service(s) whose facilities are connected to the Company. The Operator manages and controls those facility and the gas moving through said facilities in providing upstream or downstream service to the Company=s Shippers.

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By David Crisp  
David Crisp, General Manager-Regulatory

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**THE STATE CORPORATION COMMISSION OF KANSAS**  
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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

- 1.30 "Point of Delivery" or "Delivery Point" shall mean a point at the outlet side of Company's facilities at a point of interconnection between the facilities of Company and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement. Each Delivery Point will be identified on the Master Delivery Point list.
- 1.31 "Point of Receipt" or "Receipt Point" shall mean a point at the inlet side of Company's facilities at a point of interconnection between the facilities of Company and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement. Each Receipt Point will be identified on the Master Delivery Point list.
- 1.32 "Pooling" shall mean the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- 1.33 "Pricing Schedule" shall mean Schedule PS of this document identifying maximum rates for each service provided by the Company.
- 1.34 "Primary Point" shall mean the original path of gas flow between Receipt and Delivery Points as specified on the Transaction Sheet.
- 1.35 "psia" shall mean pressure expressed in pounds per square inch absolute.
- 1.36 "Receiving Party" shall mean the owner or Operator of the facilities into which Company physically delivers gas for Shipper.
- 1.37 "Secondary Point" shall mean alternate path(s) of gas flow between Receipt and Delivery Points, as specified on the Transaction Sheet, when the Primary Point(s) will not be utilized.

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

- 1.38 "Service Agreement" shall mean the agreement between Company and Shipper for service hereunder.
- 1.39 "Service Request Form" shall mean the document as print in Appendix A that the Shipper will complete and submit to Company when requesting service.
- 1.40 "Shipper" shall mean a party that has executed a Service Agreement with Company hereunder or, as the context may require, any person requesting service hereunder.
- 1.41 "Transaction Sheet" shall mean the document that specifies the services, requested by the Shipper, to be provided under their Service Agreement and which has been agreed to by the Company.
- 1.42 "Transportation" shall mean the transmission or storage of gas by either exchange, backhaul, forward haul, or any combination thereof from a Receipt Point to a Delivery Point.

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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**THE STATE CORPORATION COMMISSION OF KANSAS  
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FIRST REVISED SCHEDULE GT&C

KANSAS

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 10

which was filed June 29, 1995

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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By   
David Crisp, General Manager-Regulatory

**THE STATE CORPORATION COMMISSION OF KANSAS  
MID CONTINENT MARKET CENTER, INC.**

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FIRST REVISED SCHEDULE GT&C

Replacing Schedule Initial Sheet 11

which was filed June 29, 1995

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

**2. SERVICE AGREEMENT AND SERVICE AREA**

- 2.1 The rights and obligations of Company and Shipper shall be governed by the Service Agreement.
- 2.2 In the event that any provision, term, or condition of a Service Agreement is in conflict with or otherwise differs from any provision of the Service Schedules or these General Terms and Conditions for Service or Company's Pricing Schedule, the provision, term, or condition of the Service Agreement shall prevail.
- 2.3 Company's service area is generally along its transmission facilities as identified on its system map on file with the Commission. Transmission facilities include those facilities used to transport gathered volumes of natural gas and gas from other Receipt Points to Delivery Points or to and from Company's storage facilities.

Commission File Number 02-KGSG-495-MER

|           |             |          |             |
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David Crisp, General Manager-Regulatory

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FIRST REVISED SCHEDULE GT&C

KANSAS

(Territory to which schedule is applicable)

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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David Crisp, General Manager-Regulatory

**THE STATE CORPORATION COMMISSION OF KANSAS  
MID CONTINENT MARKET CENTER, INC.**

(Name of Issuing Utility)

KANSAS

(Territory to which schedule is applicable)

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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**3. APPLICATION FOR SERVICE**

**3.1 Valid Service Requests**

- (a) All requests for service shall be made in writing. Shipper's request for service shall be in the form of a completed Service Request Form provided in Appendix A and a completed Credit Application provided in Appendix B to these General Terms and Conditions for Service. Each request shall be considered valid on the date all information and all filing and reporting fees required are received by Company.
- (b) Company shall not be obligated to accept requests for service to the extent it lacks capacity to perform the requested service.

**3.2 Invalid Service Requests**

Requests for service shall become invalid if the requestor fails:

- (a) To pay for all fees and facilities specified in the applicable Service Schedule(s), these General Terms and Conditions for Service, and the Service Agreement; or
- (b) To provide additional information necessary for Company to process requests for service consistent with all applicable rules, regulations or orders of the Commission or other regulatory authority having jurisdiction herein.

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**4. CREDIT PROCEDURES**

- 4.1 Acceptance of a request for service and the continuation of service is contingent upon Shipper satisfying a credit appraisal by Company. Company shall apply consistent evaluation practices to determine the acceptability of Shipper's overall financial condition. Such credit appraisal shall be based upon the information requested in Appendix B which shall, upon request by Company, be updated by Shipper every twelve (12) months, or sooner if there is a material change to Shipper's financial condition.
- 4.2 Upon notification by Company that Shipper has failed to satisfy the credit criteria, or subsequently, during the term of the Service Agreement when Shipper no longer satisfies the credit criteria, Shipper may still obtain credit approval by Company if it elects to provide one of the following: (a) an advance deposit not to exceed the amount of Shipper's largest two (2) months bill(s); (b) a standby irrevocable letter of credit; (c) a security interest in collateral found to be satisfactory to Company; or (d) a guaranty, acceptable to Company, by another person or entity which satisfies Company's credit appraisal. A standby irrevocable letter of credit, or security interest shall at all times be equal to the cost of the service to be provided. At the end of the term of the Service Agreement or upon Shipper meeting Company's credit criteria, Company will refund to Shipper the amount of the cash deposit, plus accrued simple interest at a rate of not less than that provided by K.S.A. 1978 Supp. 12-8222 and amendments, or return any surety bond less any unpaid bills (including added charges for late payments from Company).
- 4.3 If Shipper's credit standing ceases to meet Company's credit requirements during the period of service, Company has the right to require security or prepayment as specified in Section 4.2 above. If security or prepayment is not tendered in a time period as reasonably determined by Company, then Company is not required to continue service. In the event service is discontinued for this reason, all amounts due under the remaining term of the Service Agreement shall become immediately due and payable.

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**5. METERING AND MEASUREMENT**

**5.1 Metering**

Quantities of gas received or delivered hereunder at each Point of Receipt and Point of Delivery shall be determined by measurement by Company unless Company agrees that the Receipt Point and/or Delivery Point Operator is to measure such quantities. Operator or Shipper may install and operate check measurement equipment provided it does not interfere with the Company's equipment.

**5.2 Testing Meter Equipment**

Company's meter or meters shall be open to inspection by Operator in the presence of a Company representative. Company shall test its meters for accuracy of measurement quarterly or as often as Company deems advisable. If any of the measuring equipment is found to be registering inaccurately in any percentage it shall be adjusted at once to read as accurately as possible. A registration within two percent (2%) of correct shall be considered correct as to deliveries prior to the test.

**5.3 Correction and Adjustment**

If upon test, measuring equipment is found to be not more than two percent (2%) inaccurate, previous readings of such equipment after the last preceding test shall be considered correct, but equipment shall be adjusted to record accurately. If, on any test, measuring equipment is found to be inaccurate by an amount exceeding two percent (2%), or if at any time measuring equipment should be out of service or not registering, gas delivered or redelivered through the period during which the measuring equipment was registering inaccurately or was out of service or not registering shall be estimated by use of the first of the following methods which may be applicable:

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- (a) By using the registration of any check measuring equipment if registering accurately;
- (b) By computing error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
- (c) By estimating the quantity delivered or redelivered and/or its thermal content by reference to actual deliveries or re-deliveries during preceding periods under similar conditions when measuring equipment was registering accurately.

If the period during which the measuring equipment has been registering inaccurately or has been out of service or not registering is not known or agreed upon, correction shall be made for the last half of the time elapsed since measuring equipment was previously tested and found to be registering within two percent (2%) of accurate or was adjusted to register accurately. All corrections made under this Section 5.3 shall be made to zero (0) error.

**5.4 Measurement Basis**

Unless otherwise specified, the quantities of gas received or delivered hereunder shall be measured at a meter or meters of a type and kind generally accepted by the natural gas industry for the measurement of natural gas at the rates of flow and pressure expected to exist at the point of receipt and delivery in accordance with the following:

- (a) The unit of measurement of gas received and delivered hereunder shall be one (1) Dth.

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- (b) Orifice meters shall be constructed in accordance with the recommendations prescribed in the latest edition of the ANSI/API 2530 measurement standard and any subsequent amendments or replacements thereto. Where other types of meters are used, calculations shall be performed according to normally accepted industry practices, methods or standards.
- (c) The temperature of the gas shall be determined by means of continuously recording thermometers unless it is mutually agreed to use a 60EF flowing temperature. The average flowing temperatures, recorded to the nearest 1EF during each day, shall be deemed the daily gas temperature and shall be used in computing the daily gas received or delivered under the Service Agreement.
- (d) Relative density (specific gravity) determinations for the purpose of measurement computations shall be made upon initiation of deliveries hereunder, and as often thereafter as found necessary in practice, in accordance with an approved method, and these determinations so made shall be used in calculating the volume of gas delivered hereunder.
- (e) For gas received or delivered hereunder, the heating value of the gas in Btus per cubic foot shall be determined by an on-line chromatograph, recording calorimeter, or other method as designated by Company consistent with generally accepted practices in the natural gas industry.
- (f) The supercompressibility of the gas shall be determined in accordance with the recommendations prescribed in A.G.A. Transmission Measurement Committee Report No. 8, as amended, titled, "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."

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**5.5 Computation of Billing Volume**

The billing volume in Dths for transportation and storage services provided hereunder shall be the volume nominated by Shipper and scheduled by Company in accordance with Sections 8, 9, and 10 herein for the billing period. The billing volume in Dths for gathering services shall be the actual wellhead volume as measured in accordance with this Section 5. Upon prior written agreement between Company and Shipper, the billing volume may be determined using and based upon generally accepted industry standards and/or procedures other than those contained herein.

**5.6 Measurement by Others**

Unless otherwise mutually agreed upon, in writing, by both parties, the following standards shall apply. When the information necessary for billing purposes is in the control of the Operator of the measuring facility and not in Company's control, then the Operator of that measuring facility shall furnish to Company daily operational volumes, after the gas has flowed, within one business day. In addition, the Operator of the measuring facility shall furnish actual volume information to Company on or before the fifth business day after the business month. If volumes are not available, an estimate shall be provided by the Operator of the measuring facility to Company by no later than 3:00 p.m. central clock time on the fifth business day of each month. If an estimate is not made by the Operator of the measuring facility, then Company may estimate a quantity of gas based on the best information available. If an estimate is used for billing, Company shall provide in the succeeding month's billing, an adjustment based on any difference between actual quantities of gas and estimated quantities of gas.

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**6. QUALITY OF GAS**

**6.1 Quality Standards**

The gas which Company receives hereunder from Shipper for transportation shall be merchantable gas, at all times complying with the following quality requirements:

**(a) Heating Value**

The gas shall have a gross heating value of not less than nine hundred fifty (950) Btus per cubic foot, dry basis and shall not have a hydrocarbon dew point in excess of forty degrees Fahrenheit (40°F) as calculated from a chemical analysis based upon an assumed pressure of seven hundred fifty (750) pounds per square inch absolute.


**(b) Freedom from Objectional Matter**

The gas received and delivered hereunder:

- (1) Shall be free from crude oil, dirt, dust, gums, entrained liquids, iron particles, water, sand, and other impurities which may render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is used;
- (2) Shall not contain more than one-quarter (0.25) grain of hydrogen sulfide or more than one-half (0.50) grain of total sulphur per one hundred (100) cubic feet;
- (3) Shall not contain more than one percent (1%) of volume of carbon dioxide;

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- (4) Shall not exceed 120°F nor be less than 40°F in temperature at the point of receipt;
  - (5) Shall be as free of oxygen as practicable through the exercise of all reasonable precautions, and shall not in any event contain more than ten (10) parts per million cubic feet of oxygen;
  - (6) Shall not contain in excess of seven (7) pounds of water vapor per million cubic feet; and
  - (7) Shall not contain more than three percent (3%) of volume of nitrogen.
- (c) Acceptance of Gas not Meeting Quality Standards

Company shall have the right to waive any of the above quality specifications provided that the downstream commingled gas continues to meet such specifications or provided the receiving party agrees to accept gas below such specifications. Any waiver granted shall be subject to revocation at any time to require that the quality specifications stated above shall be observed for all future receipts.

**6.2 Composition and Heating Value Determination**

- (a) The quality specifications of the gas received hereunder shall be determined by tests which Company shall cause to be made as necessary at each point of receipt and further as agreed by Company and Operator.

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- (b) Quarterly, or more often as Company deems advisable, Company shall cause to be obtained a representative sample of gas at each Point of Receipt and Delivery and by means of chromatography, or other method accepted in the industry, to determine the composition and gross heating value of gas in Dths per cubic foot on a dry basis. The first such determination shall be made within a reasonable time after receipt of gas begins.
- (c) Company shall have the right to require Shipper or Shipper=s designee to remedy any deficiency in quality of the gas received or delivered hereunder, and in the event such deficiency is not remedied, Company shall have the right, in addition to all other remedies available to it by law, to refuse to accept such deficient gas until such deficiency is remedied.

**6.3 Entrained Substances**

Unless otherwise agreed by Company and Shipper, all substances whether or not of commercial value, including all liquid and liquefiable hydrocarbons of whatever nature, that Company recovers in the course of transporting the quantities of natural gas tendered hereunder by or on behalf of Shipper shall be Company's sole property, and Company shall not be obliged to account to Shipper for any value, whether or not realized by Company, that may attach or be said to attach to such substances.

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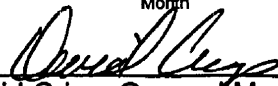
**7. POINTS OF RECEIPT AND DELIVERY**

**7.1 Designation of Receipt and Delivery Points**

- (a) Receipt and Delivery Points for Interruptible Transportation Service (ITS) and Gathering Service (GS) as identified on the Master Receipt and Delivery Point Lists, as may be amended from time to time, will be valid for these services and the Shipper is not required to request these points as part of the Service Agreement.
- (b) Primary Receipt Points and Delivery Points for Firm Transportation Service (FTS) shall be specified on the Transaction Sheet as incorporated into the Service Agreement. Secondary Receipt and Delivery Points may also be specified and agreed upon.
- (c) Points of interconnection between Company's facilities and the facilities of Operators may be designated as Receipt and Delivery Points.
- (d) Upon request by Shipper, Company shall make available its Master Receipt Point and Master Delivery Point lists. The lists are also available at the Company's web site on the Internet at <http://www.mcmc.com/>.

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David Crisp, General Manager-Regulatory

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**7.2 Receipt and Delivery Point Flexibility**

- (a) Unless otherwise agreed to, Primary Receipt Points and Delivery Points may not be changed unless Shipper gives notice of such change to Company at least thirty (30) days prior to the proposed effective date.

Company will respond to Shipper as to the availability of the requested change no later than ten (10) days prior to the proposed effective date. However, Company is not obligated to provide FTS for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

- (b) Shippers with FTS may designate Secondary Receipt or Delivery Points at any time using Company's Master Receipt and Delivery Point lists. Requests for changes in Secondary Points shall be acted upon within twenty-four (24) hours. Secondary Points are subject to the nomination and scheduling procedures set forth in Section 8 hereof.

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**8. NOMINATION AND SCHEDULING**

**8.1 Shipper's Nomination and Scheduling Requirements**

Unless otherwise agreed by Company, Shipper shall furnish or cause to be furnished to Company schedules of throughput requirements in the form and substance described below.

- (a) **Daily/Monthly Nomination** - On the business day prior to the requested flow of gas day, Shipper shall notify Company by 11:30 a.m. central clock time of the quantities of natural gas (in Dths per gas day) that Shipper desires Company to accept at each of the specified Receipt Points, and to deliver at each of the specified Delivery Points, for Shipper under the Service Agreement. Shipper must specify the effective date range, identifying the beginning and ending dates, for each nomination submitted. Monthly Nominations for gathering services shall be received at least 3 business days prior to the 1<sup>st</sup> day of each month. Company will confirm or deny Shipper's nomination as soon as practicable, but in any event, prior to 4:30 p.m. central clock time on the day proceeding the gas day to which such nomination applies. Upon confirmation of Shipper's nomination, such gas shall be considered as scheduled for purposes of these General Terms and Conditions for Service.
- (b) **Late Nomination** - Nominations received after the nominations deadline for the following gas day and must be received at least 4 hours prior to the requested flow of gas and should include the requested daily quantity in Dths and the effective date and time. Late Nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas. Late Nominations are subject to the same confirmation requirements stated in Section 8.1 (a) and will be scheduled on a reasonable efforts basis following the scheduling of Daily/Monthly Nominations.

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- (c) Intra-Day Nomination - Nominations received during the gas day to reflect a change in that day's gas flow. The nomination should include the requested daily quantity in Dths and the effective date and time. Intra-Day nominations can be used to request increases or decreases in total flow or changes to Receipt Points or Delivery Points of scheduled gas, but do not have rollover option rights, i.e. span one day only. Intra-Day Nominations are subject to the same confirmation requirements stated in Section 8.1 (a) and will be scheduled on a reasonable efforts basis following the scheduling of Daily/Monthly and Late Nominations.

**8.2 Nomination Denial**

Company may refuse to receive or deliver any gas not timely and properly scheduled. Moreover, Company may deny Shipper's nomination subject to current or expected operating conditions on Company's system including the unavailability of capacity to provide the requested service or as otherwise may be permitted under these General Terms and Conditions for Service. Shipper shall indemnify and hold Company harmless from any liability to Shipper or any other person as a direct or indirect consequence of Company's denial of Shipper's nomination.

**8.3 Shipper's Designee**

Prior to the initial commencement of service by Company, Shipper must provide written notice to Company designating a person to provide the nomination information set forth in this Section 8. Shipper may designate a replacement person to provide this information by providing Company prior written notice thereof or verbal notice at Company's sole discretion. If Shipper designates a replacement person to provide this information, Company shall be entitled to rely on the scheduling previously established for Shipper unless and until Company receives prior notice to the contrary.

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**8.4 Scheduling Priorities**

Quantities of Gas nominated for injection into or withdrawal from storage pursuant to Section 8.1 shall be scheduled in conjunction with Shipper's scheduled transportation service. Quantities of Gas nominated for transportation by Shippers pursuant to Section 8.1 shall be scheduled by Company for receipt and delivery in the following order:

- (1) Company's system transportation requirements necessary to provide no-notice service to the LDC.
- (2) Firm transportation service from Primary Point(s) of Receipt to Primary Point(s) of Delivery.
- (3) Firm transportation service from Secondary Point(s) of Receipt to Primary Point(s) of Delivery.
- (4) Firm transportation service from Primary Point(s) of Receipt to Secondary Point(s) of Delivery.
- (5) Firm transportation service from Secondary Point(s) of Receipt to Secondary Point(s) of Delivery.
- (6) Interruptible service (including Authorized Overrun Service) whereby service is scheduled first to interruptible Shippers providing Company, in Company's sole judgement, the greatest economic value and then to other interruptible Shippers in descending order based on Company's economic valuation of such services. Interruptible transportation providing the same economic value will be scheduled on a prorata basis.

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**8.5 Determination of Receipts and Deliveries**

The quantity of gas delivered for Shipper's account shall be the quantity of gas nominated by Shipper and confirmed and scheduled by Company. All nominations must be confirmed by the immediately connected upstream and downstream entities that will physically deliver and receive the gas, respectively, before Company will schedule the service. For purposes of confirming nominated volumes at a Receipt or Delivery Point, the Company may, at its sole discretion, apply the A lessor of@ rule. If the Company is unable to confirm nominated volumes, the Company may schedule the lessor of the new nomination or previously scheduled quantity.

**8.6 Notice of Changes in Operating Conditions**

Company and Operators of facilities interconnecting with Company shall promptly notify each other of expected and unexpected changes in the rates of delivery or receipt, pressures, or other operating conditions and the reason for such changes, so that the other party may be prepared to properly react to such changes when they occur.

**8.7 Ancillary Arrangements**

Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Company at the Receipt Point, for all arrangements necessary for receipt of natural gas from Company at the Delivery Point, and for all arrangements necessary to move Shipper's gas through any third party's facilities, which arrangements otherwise meet the provisions set forth in these General Terms and Conditions for Service.

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**8.8 Pressure**

Shipper or Shipper=s designee shall deliver gas to Company at the pressure sufficient to allow the gas to enter Company's facilities at the Receipt Point(s) at the varying pressures that may exist in such facilities from time to time; provided, however, that such pressure of the gas delivered shall not exceed the maximum allowable operating pressure(s) of such facilities. Company shall deliver gas to Shipper at Company's line pressure existing at the point of delivery. Operator agrees to install, operate and maintain at its own cost and expense, all pipes, appliances, pressure relief or other valves, fittings, regulators and other equipment necessary to properly handle and regulate the pressure of the gas after delivery to it by Company at the Point(s) of Delivery. Shipper or Shipper=s designee shall receive gas at pressures great enough to allow Company's measurement equipment to reliably measure such gas.

**8.9 Commingling**

The gas delivered or caused to be delivered by Shipper to Company shall be under Company's control and possession while such gas is in Company's facilities until re-delivery by Company to Shipper. From the time when gas is received by Company into its facilities, Company shall commingle such gas with gas owned by others. Company's only obligation hereunder shall be to redeliver at the scheduled Delivery Point(s) a quantity of gas containing the total Dths of the quantity of gas received by Company for Shipper's account, less any appropriate reductions for fuel and loss. In the event the natural gas tendered by Shipper to Company at the Receipt Point(s), or delivered by Company to Shipper (or for Shipper's account) at the Delivery Point(s), is commingled with other natural gas at the time of measurement, the determination of deliveries applicable to Shipper shall be made in accordance with Section 8 of these General Terms and Conditions for Service.

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**9. BALANCING**

9.1 Shippers shall use their best efforts to deliver and receive gas at uniform daily rates of flow.

**9.2 Monthly Balancing and Balancing Fees**

Daily and monthly thermal balancing of receipts and deliveries shall be maintained by Shipper to the maximum extent practicable. A transportation or gathering imbalance results when Shipper delivers or causes delivery to Company at the Receipt Point(s) of a quantity of gas which, after appropriate reduction for fuel and loss, is less than or greater than the quantity of gas taken from Company at the Delivery Point(s). A storage imbalance occurs when Shipper withdraws more gas from storage than exists for Shipper's account or when Shipper injects an amount gas into storage in excess of Shipper's storage capacity. Monthly imbalances as used herein, shall mean the net imbalance which shall have accumulated under the Service Agreement through the end of the calendar month. Such monthly imbalances shall be subject to the provisions of this section.

(a) Each service provided under the Service Agreement shall remain in balance. Shipper shall be notified by approximately the 20<sup>th</sup> calendar day after the end of the production month of its level of imbalance. Unless Shipper and Company agree to other procedures, Shipper shall resolve its imbalance by the end of the 2<sup>nd</sup> calendar month following the month for which the imbalance was determined by any of the following means:

- (1) Imbalance trading among other Shippers;
- (2) Treating the imbalance as if it had been injected into or withdrawn from Shipper's storage account to the extent Shipper has storage capacity available or Shipper's storage inventory is sufficient; or
- (3) Adjusting nominations for the remainder of the current month.

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In the event Shipper elects to adjust its nominations for the remainder of the current month, it shall cooperate with Company to coordinate such volumes consistent with Company's system operation.

- (b) Monthly imbalances which are not resolved by the end of the 2nd month following the month for which the imbalance was determined and which exceeds +/- 3% of actual deliveries to Shipper during the imbalance month shall be subject to a balancing fee equal to the maximum rate under Service Schedule ISS, plus associated storage fuel and loss. Shipper remains responsible for elimination of the imbalance, notwithstanding the payment of a balancing fee. If Shipper is unable to resolve a net imbalance due directly to (1) operating constraints on Company's system (2) compliance with an OFO issued by Company pursuant to Section 10, (3) inaccurate information provided by Company, or (4) a force majeure event, the fee provided by this paragraph shall not apply until fifteen (15) calendar days since the end of the previous month free from such restrictions shall have lapsed.
- (c) Net monthly imbalances which are not resolved by the end of the 3<sup>rd</sup> month following the month for which the imbalance was determined and which exceed the tolerance specified in the preceding paragraph shall be cashed-out according to the schedule below.

- (1) Receipts, adjusted for fuel and loss, in excess of deliveries shall be purchased by Company from Shipper at the following prices:

| Percent by which receipts exceed deliveries | Purchase Price           |
|---|--------------------------|
| Up to 3%                                    | N/A                      |
| Amounts greater than 3%                     | .5 x Monthly Index Price |

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(2) Deliveries in excess of receipts, adjusted for fuel and loss, shall be sold by Company to Shipper at the following prices:

| Percent by which deliveries exceed receipts | Sales Price               |
|---|---------------------------|
| Up to 3%                                    | N/A                       |
| Amounts greater than 3%                     | 1.5 x Monthly Index Price |

- (d) In the event an imbalance exceeding the tolerance set forth above results directly from (1) operating constraints on Company's system (2) compliance with an OFO issued by Company pursuant to Section 10 hereof, (3) inaccurate information provided by Company, or (4) a force majeure event, Shipper shall be allowed an additional month to resolve such imbalances before the imbalance is cashed-out.
- (e) In the event actual or expected imbalances threaten the integrity of its system, Company may take whatever action it deems necessary to protect its system integrity, including, but not limited to, adjusting or rejecting Shipper's schedule of gas receipts and/or deliveries.

**9.3 Imbalances at Termination of Agreement**

Imbalances existing at the termination of a Service Agreement shall be eliminated by the end of the first month following the termination of the agreement. Imbalances not eliminated within the one month period will be purchased by Company from Shipper at a price equal to 50% of the Monthly Index Price applicable to Company as defined in Section 9.2 for the last month of the Service Agreement, or sold by Company to Shipper at 150% of such Monthly Index Price for the last month of the Service Agreement.

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**9.4 Operational Balancing Agreements (AOBA@)**

Company will endeavor to enter into mutually agreeable OBA with Operators of Receipt Points and Delivery Points which establish parameters for confirming scheduled volumes, monitoring actual flows, and resolving, as between Company and the Operator, any monthly variances between volumes nominated and scheduled and those volumes that are physically received or delivered.

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**10. CURTAILMENT AND INTERRUPTION OF SERVICE**

10.1 Company shall have the right to curtail or discontinue shipments, in whole or in part on all or a portion of its system from time to time and at any time, under the following conditions and in the following manner:

(a) Operating or remedial curtailment or interruption may be ordered by Company at any time if, in Company's sole judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes, the conduct of which will occasion interruption, upon such notice as is reasonable under the circumstances and in the following order, to the extent practicable:

(1) Interruptible service (including Authorized Overrun Service to interruptible or firm Shippers) is provided on a fully interruptible basis and shall be first curtailed whenever curtailment or interruption becomes necessary in Company's sole judgment. Curtailment of interruptible service will begin with the service providing Company, in Company's sole judgement, the least economic value and then in an ascending order of economic value. Interruptible services providing the same economic value, shall be prorata. Rescheduling of interruptible services to alter the economic order of curtailment after a curtailment order has been issued will not be permitted.

(2) Firm transportation service shall be the next in order of curtailment or interruption. If firm transportation service interruptions or curtailments become necessary among Shippers, capacity will be allocated on a prorata basis (based upon Shipper's MDQ or equivalent daily maximum volume) to such similarly situated Shippers. Firm Primary and Secondary Points shall be treated equally for curtailment purposes.

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- (3) Company's no-notice service and gathering service to LDC shall be the last in order of curtailment or interruption, except for LDC=s customers electing a lesser level of service which shall have the same priority of service as the Company's other interruptible customers.
- (b) Force majeure curtailment or interruption may be ordered by Company, under procedures specified in Section 10.1 hereof, or in any other manner determined by Company to be necessary, for service being performed on its system at any time when a force majeure event as described in Section 12.2 affects or in Company's judgment threatens to affect Company's ability to maintain such services, upon the giving of such notice as is reasonable under the circumstances.

**10.2 Situation Reports and Notices**

- (a) In those instances that are known and determinable in advance, Company shall provide Shipper with two (2) days advance notice of curtailment or interruption of transportation service, via the Company=s web site on the Internet at <http://www.mcmc.com/>, except as stated in Section 10.2(b) below. Such notice shall set forth any limits on receipts and/or deliveries and the anticipated duration of such curtailment period.
- (b) In those instances of curtailment or interruption that are not known and determinable in advance, where two days advance notice is not practicable, or are force majeure events, Company shall provide Shipper with a notice of curtailment or interruption at a time and in a manner that is reasonable under the existing conditions.
- (c) Shipper shall have the responsibility to inform its suppliers, Operators, other transporters and all others involved in the transaction, as to any curtailment or interruption by Company.

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By David Crisp  
David Crisp, General Manager-Regulatory

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- (d) Shipper shall hold Company harmless for any and all claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Company.

**10.3 Unauthorized Overrun Deliveries/Curtailment Penalties**

All gas received or delivered by or for Shipper exceeding one hundred three percent (103%) of authorized quantities, or after notification of a curtailment or interruption order given pursuant to this Section 10 in excess of authorized quantities or which deviates from the quantities set by Company in the notice of curtailment by more than three percent (3%) on any day, shall be assessed a penalty in the amount provided below. The imposition of a penalty will not relieve Shipper from its obligations to resolve any imbalance created during a period of curtailment.

- (a) \$5 for each Dths which exceeds authorized delivery levels by more than 3% through 10%;
- (b) \$10 for each Dths which exceeds authorized delivery levels by more than 10% through 15%; and
- (c) \$15 for each Dths which exceeds authorized delivery levels by more than 15%.

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**10.4 Operational Flow Orders (AFO@)**

- (a) Company may issue OFOs to any Shipper provided the operational integrity of its system is threatened. If Shipper does not comply with the OFOs issued hereunder, in addition to all other remedies, Shipper shall be liable for any resulting damages, costs, or expenses incurred by Company or any other Shipper; provided however, that no Shipper that is subject to an OFO shall be required to exceed its contractual maximums, minimums, or other contractual authorizations. OFOs will be issued by 2:00 p.m. central clock time to be effective at the beginning of the first gas day following issuance, unless otherwise provided in the OFO. Each Shipper affected by an OFO shall be permitted to make scheduling changes, to the extent such change can be accommodated by Company, for three (3) hours after issuance of the OFO.
- (b) Each Shipper shall designate one or more persons for Company to contact on operational matters on a 24-hour a day, 365 days a year basis. If Company is unable to contact any Shipper because that Shipper's contact person(s) is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communications.
- (c) OFOs shall be issued by telephone and facsimile transmission. Notice of such OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance.
- (d) Company will notify Point Operators of all OFO=s affecting their facilities. Point Operators will be notified at the same time as affected Shippers.

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**10.5 Types of OFOs**

(a) Specific line segments

Company may direct Shippers to increase or decrease receipts of flowing gas in order to maximize system capacity, maintain proper receipt distribution on its system, or mitigate high system pressures, provided, however, that no Shipper shall be required to increase or decrease receipts of flowing gas to a level that is above or below authorized contractual maximum or minimum requirements.

(b) Peak Hour Deliveries

Company may direct Shipper to increase peak hour deliveries to Company's Receipt Points in the event delivery pressure at one or more Delivery Points drops below, or is expected to drop below, the pressure provided in the applicable service agreements. Any such order could be issued at any time to become effective three (3) hours after such issuance, unless Company in good faith determines that a shorter notice period is required.

(c) Storage Injections and Withdrawals

Company may direct Shippers purchasing storage service from the Company to increase or decrease receipts of flowing gas in the event storage injections or withdrawals, respectively, exceed or fall below Company's injection or withdrawal capabilities and storage capacity.

(d) Maintenance

Company may direct Shippers to increase or decrease receipts or deliveries of gas in specified line segments in order to accommodate required maintenance, either scheduled or unscheduled.

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**10.6 Penalties**

All quantities of gas tendered to Company and/or taken by Shipper on a daily basis in violation of Company's OFO, or, without Company's advance approval, in excess of Shipper's MDQ, shall be treated as unauthorized overrun deliveries and penalties, as provided in Section 10.3, shall apply.

**10.7 Reservation Charge Credits**

Any firm Shipper whose service is reduced as a result of an OFO shall be entitled to credits against the reservation charge, for the period of the OFO, reflecting such reductions. Credits to firm Shippers shall reflect any reduction from the lower of a nominated, scheduled, or confirmed level of service.

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**11. BILLING**

**11.1 Preparation of Bills**

All bills for service provided under a Service Agreement shall be in accordance with Company's Service Schedules, Pricing Schedule, these General Terms and Conditions for Service and other directives of the Commission. Bills to Shippers receiving multiple services from Company under Company's various Service Schedules shall be itemized to show each service provided.

**11.2 Billing Date**

Company will submit a bill to Shipper for services rendered no less frequently than monthly on or before the 10<sup>th</sup> day of each calendar month for services rendered during the billing period pursuant to the applicable provisions of the Service Agreement, Company's General Terms and Conditions for Service, the Service Schedule(s), and the Pricing Schedule.

**11.3 Bill Payment Date**

All bills for service are due and payable upon receipt by Shipper. Bills for service become delinquent 15 days after the mailing date or the date of electronic transmission. If the last calendar date for remittance falls on a day when Company's offices are not open, the final payment date shall be extended through the next business day. Unless otherwise agreed to by Company, all payments for service hereunder shall be made by wire transfer or an automated clearing house (ACH) transaction to a location and in the manner specified by Company.

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**11.4 Delayed Payment Charge**

If a bill becomes delinquent, a delayed payment charge in an amount equal to two percent (2%) of the delinquent amount owned for current utility service, will be added to Shipper's bill. Company shall be permitted to initiate any and all lawful actions to collect any delinquent amount. Company may proceed to discontinue service after a ten (10) day prior written notice, as provided in the Commission's generic Order on Billing Practices dated March 20, 1989, in Docket No. 158,796-U. In the event service is discontinued, all amounts due under the remaining term of the Service Agreement shall become immediately due and payable.

**11.5 Disputed Bills**

If Company's bill is determined by Shipper to be incorrect, Shipper will notify Company of the items in dispute prior to the payment date. Company will endeavor to correct or resolve the items in dispute as soon as practicable; provided that, Shipper will pay the bill on the payment date specified in Section 11.2 but may withhold from payment that portion of the billed amount determined in good faith to be incorrect. Shipper will notify Company in writing of the disputed amount and the basis for the dispute. If it is later determined that Shipper owes all or any portion of any disputed amounts, Shipper shall pay Company such amounts plus interest at the rate of eighteen (18%) per annum or the maximum rate provided by law, whichever is less, which shall have accrued from the original payment date to the date of payment.

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**12. GENERAL CLAUSES**

**12.1 Assignability**

Shipper may not assign or otherwise transfer this Service Agreement without the written consent of Company, which shall not be unreasonably withheld. Upon such consent, a Service Agreement shall bind and inure to the respective successors and assigns of the parties thereto.

**12.2 Force Majeure**

In the event either party hereto is rendered unable, wholly or in part by force majeure to carry out its obligations under the Service Agreement, the Service Schedules, or these General Terms and Conditions for Service other than to make payments due thereunder, the obligations of the party so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(a) The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, fires, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, hydrate obstruction of lines or pipe, freezing of wells or lines of pipe, and other causes whether or the kind herein enumerated or otherwise, not within the control of the party claiming suspensions and which by the exercise of due diligence such party is

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unable to prevent or overcome; such term shall likewise include (a) in those instances where either party hereto is required to obtain servitude, right-of-way grants or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring at reasonable cost and after the exercise of reasonable diligence, such servitude right-of-way grants, permits or licenses, and (b) in those instances where either party hereto is required to furnish materials and supplies for the purpose of construction or maintaining facilities or its required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

- (b) It is understood and agreed that the settlement of strikes, lockouts, or other labor disturbances shall be entirely within the discretion of the party having the difficulty, and that the above requirements that are force majeure shall be remedied with all reasonable dispatch but shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

**12.3 Liability of Parties**

Company and Operator each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided, however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.

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**12.4 Warranty**

By executing a Service Agreement or otherwise requesting or contracting for any service from Company, Shipper represents and warrants that it owns or will hold the necessary title or interest in the gas, as well as the authority to execute each such transaction involving Company, prior to delivery of the gas to Company at the Receipt Point(s). Shipper will indemnify, hold harmless and defend Company for any damages, claims, fines, penalties, fees and costs of any nature (including costs of defense and attorney fees) arising out of Shipper's failure to meet the conditions set forth in this Section 12.4.

**12.5 Duly Constituted Authorities, Laws, and Regulations**

These General Terms and Conditions for Service and the Service Schedules and Service Agreements to which these General Terms and Conditions for Service apply shall be subject to all valid laws of the State of Kansas and valid orders of the State Corporation Commission of the State of Kansas.

**12.6 Waiver on Suits and Proceedings**

As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable laws, orders, rules, regulations and tariffs. Shipper agrees to indemnify and hold Company harmless against any and all actions, suits or proceedings, concerning such service or arrangements, which are brought before or instituted by any party or authority having jurisdiction.

**12.7 Waiver of Default**

No waiver by Shipper or Company of any one or more defaults by the other in performance of the provisions of these General Terms and Conditions for Service, the Service Schedules, or Service Agreements to which these General Terms and Conditions for Service apply shall be construed as a waiver of any future default or defaults, whether of a like or a different character.

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**12.8 Construction of Facilities**

Company shall not be obligated to construct or acquire any facilities to make service available under any Service Schedule. If Company agrees to construct new facilities at Receipt or Delivery Points, such facilities may be constructed pursuant to an executed Construction and Operating Agreement between Company and the Shipper.

**12.9 Interconnection of Facilities**

No facilities of others may be connected to Company's facilities without an executed Operating Agreement and Company's prior approval, such approval not to be unreasonably withheld. Company shall have the right to review and approve the design of any facilities proposed to be installed by others, to inspect such facilities when installed, to request operating data, and to secure information relating to all new receipt and delivery locations in order to protect its existing facilities.

**12.10 Gas Supply**

Notwithstanding any provision of Company's Service Schedules or these General Terms and Conditions for Service to the contrary, Company shall have no obligation to provide gas supplies to any party except as Company may find appropriate for operational reasons such as reconciliation of gas imbalances and fuel and loss requirements.

**12.11 Resale of service provided by Company to Shipper without Company's authorization is prohibited. Violation of this provision shall subject Shipper to immediate termination of all transactions occurring under the Service Agreement and, if services were being provided at less than maximum rates, a bill equal to the difference between the maximum rates and the discounted rates, plus applicable delayed payment charges, for the services resold.**

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**12.12 Notices**

Unless otherwise specified in these General Terms and Conditions for Service or any Service Schedule or Service Agreement, any notice, request, demand, statement or bill provided for in these General Terms and Conditions for Service or any Service Schedule or Service Agreement, or any notice which either Company or Shipper may desire to give to the other, shall be in writing and shall be considered as delivered when mailed by U.S. mail to the business address of the other party or to such other address as either shall designate by formal written notice, or when delivered by such other method mutually agreed upon by the parties. Routine communications and notices may be transmitted by facsimile or by other electronic means. Facsimile or other electronic notices shall be deemed to have been delivered on the business day on which notice was successfully transmitted. Nomination and scheduling of deliveries and any other notice requiring action by either Shipper or Company within seven (7) calendar days, shall be provided by hand delivery or by facsimile or by other mutually agreed upon means.

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APPENDIX A  
SERVICE REQUEST FORM**

Mid Continent Market Center, Inc.

ATTN: Customer Service

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

hereby requests service from Mid Continent Market Center, Inc. (Company) pursuant to Company's General Terms and Conditions for Service, Service Schedules, and Pricing Schedules and concurrently provides the following information in connection with this request:

1. Shipper Information

a. Complete legal name of Shipper:

\_\_\_\_\_

b. Address of Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Type of company:

Local Distribution Company       End-User  
 Intrastate Pipeline                       Marketer  
 Interstate Pipeline                       Other (fill in)  
 Producer                                      \_\_\_\_\_

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Month Day Year

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Month Day Year

By David Crisp  
David Crisp, General Manager-Regulatory

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(Name of Issuing Utility)

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**GENERAL TERMS & CONDITIONS FOR SERVICE  
APPENDIX A (Cont.)  
SERVICE REQUEST FORM**

2. Transportation Service Requested and Estimated Volumes

|                                    | Firm  | Interruptible |
|------------------------------------|-------|---------------|
| a. Average daily quantity (Dths/d) | _____ | _____         |
| b. Maximum daily quantity (Dths/d) | _____ | _____         |

3. Storage Service Requested and Estimated Volumes

|                                      | Firm  | Interruptible |
|--------------------------------------|-------|---------------|
| a. Maximum daily injection (Dths/d)  | _____ | _____         |
| b. Maximum daily withdrawal (Dths/d) | _____ | _____         |
| c. Maximum storage capacity (Dths/d) | _____ | _____         |

4. Requested Term of Service:

Initial Delivery Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

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**GENERAL TERMS & CONDITIONS FOR SERVICE  
APPENDIX A (Cont.)  
SERVICE REQUEST FORM**

5. Person designated by Shipper to provide nominating information:

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Are additional or new facilities required to receive or deliver gas for the service requested herein? (If yes, attach a description of the new facilities required.)

Yes  No

7. Unless otherwise waived by Company, Shipper must complete and attach to this Service Request, Company's Credit Application form.

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**GENERAL TERMS & CONDITIONS FOR SERVICE  
APPENDIX A (Cont.)  
SERVICE REQUEST FORM**

8. Shipper agrees that requests for service shall become invalid if Shipper:
- a. Fails to provide all information required pursuant to Company's General Terms and Conditions for Service.
  - b. Fails to provide within seven (7) days any additional information as may be requested by Company.
  - c. Fails to execute and return the appropriate Service Agreement within thirty (30) days after such is tendered to Shipper, unless the thirty (30) day period is extended by Company.

Shipper understands that this request form, complete and unrevised as to format, must be received by Company before the service request will be accepted and processed.

Shipper, by its signature, represents to Company that the information above is correct and accurate and that all necessary arrangements with others have been or will be secured prior to the execution of the Service Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**

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GENERAL TERMS & CONDITIONS FOR SERVICE  
APPENDIX B  
CREDIT APPLICATION  
GENERAL INFORMATION

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Business Structure:  
\_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_ Yrs. in Business: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Identify parent company and all affiliates and subsidiary companies: \_\_\_\_\_

FINANCIAL STATEMENTS

Enclose most recent annual report, 10-K or separate audited annual financial statements (Balance Sheet, Income Statement and Statement of Cash Flows). If audited statements are not available, then Shipper should provide an attestation by its Chief Financial Officer that the information reflected in the unaudited statements submitted by Shipper is true, correct and a fair representation of Shipper's financial condition.

Enclose most recent quarterly or monthly financial statements with an attestation like the one described above.

Company reserves the right to ask for additional evidence of creditworthiness, as it deems necessary.

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**GENERAL TERMS AND CONDITIONS FOR SERVICE**  
**APPENDIX B (Cont.)**  
**CREDIT APPLICATION**  
**BANK REFERENCES**

Bank Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS FOR SERVICE  
APPENDIX B (Cont.)  
REPRESENTATIONS**

| § | Is Shipper   | Yes | No |
|---|--|-----|----|
| - | Operating under federal bankruptcy laws?   |     |    |
| - | Subject to liquidation or debt reduction procedures under state laws?  |     |    |
| - | Subject to pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition? |     |    |
| - | Subject to collection lawsuits or outstanding judgments which could affect Shipper's ability to remain solvent.  |     |    |

Additional Comments:

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**GENERAL TERMS AND CONDITIONS FOR SERVICE  
APPENDIX B (Cont.)  
CERTIFICATION AND AUTHORIZATION**

1. The undersigned applicant (the "Applicant") certifies that the information supplied on this Credit Application (the "Application") is accurate and correct as of the date of this Application.
2. Company is an authorized to obtain or exchange any information that may be required relative to this Application from any source, including Applicant's financial institutions and trade suppliers. Applicant authorizes each source to provide such information.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Title

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