

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of Golden Gas)
Service Company for a Certificate of Convenience)
and Necessity to Operate an Intrastate Natural Gas)
Storage and Pipeline Facility in Kiowa County,) Docket No. 25-GGSG-459-COC
Kansas and for Approval of Initial Terms and)
Conditions for Services and Rates)

APPLICATION

Golden Gas Service Company (GGSC or Applicant), per K.S.A. 66-104, 66-131 and 66-1,200 *et seq.*, applies for a certificate of convenience and necessity (CCN) authorizing GGSC to transact business as a natural gas public utility for the purpose of constructing, operating and maintaining an intrastate natural gas storage and pipeline facility located in Kiowa County, Kansas. GGSC also seeks approval of its initial general terms and conditions of service and rate tariffs. In support of its application, GGSC states as follows:

I. OVERVIEW

1. GGSC has filed an application with the Kansas Department of Health and Environment (KDHE) for a permit to construct, operate and maintain a salt cavern natural gas storage project near Greensburg, Kansas in Kiowa County, Kansas (Joy Station) that will utilize bedded salt cavern solution mining technology. GGSC anticipates receiving a permit from KDHE by June 2025. The construction of the project is scheduled to be performed in four phases. Phase I will involve the drilling of two Class I disposal wells in the Arbuckle Formation, construction of a Leach Plant (a facility used to create underground caverns in salt formations by dissolving the salt with injected water and leaching the salt away to create a large storage space for natural gas), four (4) initial caverns located in the Hutchinson Salt Formation, and an approximately five-mile pipeline to connect the gas storage facilities to one or more natural gas pipelines. Phase I is scheduled to be completed and in

operation by the end of the second quarter of 2029. Phases II-IV will involve fourteen (14) additional caverns located in the Hutchinson Salt Formation being added to the natural gas storage facility and completion of those phases will be based upon market conditions. **Exhibit A** to this Application is a diagram of the proposed Joy Station gas storage facility.

2. The four initial caverns will have a working gas capacity of 2.4 Bcf and cushion gas of 1.6 Bcf and will be operated at a maximum pressure of 1,482 psig and a minimum pressure of 588 psig. The Phase II-IV caverns will have an additional working gas capacity of 7.2 Bcf and cushion gas of 4.8 Bcf. The storage facility will be able to conduct twelve (12) injection/withdrawal cycles per year. Phase I maximum daily quantity will be 160,000 Mcf per day. The maximum daily quantity after the completion of Phase IV will be 640,000 Mcf per day.

3. GGSC owns the surface and mineral rights associated with the storage facility and has acquired the necessary water rights totaling in excess of 2,000 acre feet per year needed for the solution mining.

4. Joy Station is located at the intersection of six (6) interstate pipelines and one (1) intrastate pipeline. Phase I of the project will include the construction of an approximately five (5) mile pipeline that will connect the gas storage facility to one or more of those pipelines. **Exhibit B** to this Application is a map showing the location of Joy Station in relation to the other pipelines in the area and the proposed location of the proposed GGSC pipeline that will connect Joy Station to one or more other pipelines in the area. **Exhibit B-1** to this Application sets forth the legal description of the location of the gas storage facility. **Exhibit B-2** to this Application sets forth the legal description of the location of the proposed GGSC pipeline.

5. GGSC seeks a CCN from the Commission that authorizes it to construct, operate and maintain the Joy Station natural gas storage facility and pipeline that will connect the gas storage facility to one or more pipelines as an intrastate gas storage facility and pipeline subject to the

Commission's jurisdiction under the Kansas Public Utility Act (Chapter 66 of the Kansas Statutes Annotated). GGSC's request specifically excludes any right to provide retail distribution or wholesale natural gas service and GGSC will be limited in using its gas storage and pipeline facilities in Kiowa County, Kansas, to providing intrastate gas storage services. GGSC plans to request a Natural Gas Act (NGA) Hinshaw exemption under Section 7 of the NGA from the Federal Energy Regulatory Commission (FERC) that will exempt its facilities from FERC regulation. In order to qualify for the exemption, GGSC's facilities must (1) all be located within one state, (2) receive all of its gas at or within the boundaries of that state, (3) have all of its gas supplies consumed within that state and (4) be regulated by the relevant state commission. GGSC's proposed tariff requires that all gas supplies injected and withdrawn from its gas storage facility be consumed within the state of Kansas (Kansas natural gas distribution companies and natural gas municipalities and cooperatives, who supply natural gas to their retail customers; Kansas electric utilities, including electric municipalities and cooperatives, who use natural gas to fuel their electric generation facilities located in Kansas; and Kansas industrial and commercial customers and/or their gas marketing agents, who use natural gas at their Kansas facilities). Dedicating the Joy Station natural gas storage capacity to serve only Kansas customers will be beneficial to those specific Kansas customers and to the State of Kansas in general.

6. GGSC also seeks approval from the Commission of its general terms and conditions of service and initial rate tariffs. The general terms and conditions of service are similar to the terms and conditions of service offered by other gas storage and pipeline companies and consistent with standards developed and promoted by the North American Energy Standards Board (NAESB). The initial rate tariffs are structured similar to the way rate tariffs on file for the other intrastate natural gas storage and pipeline regulated by the Commission are structured. Mid-Continent Market Center (MCMC) is a Kansas intrastate natural gas pipeline and storage company. Its tariffs are structured on a competitive market basis. MCMC's customers negotiate their individual rates with MCMC since

there are competitive alternatives to MCMC and customers are sophisticated purchasers of service in the natural gas marketplace. The initial rates in the proposed GGSC tariffs are developed based upon a competitive market basis. The initial rates are similar to the rates currently being charged for natural gas storage service in Kansas by other providers of gas storage service. There are no high capacity, multi-turn natural gas storage facilities currently operating in Kansas. GGSC's rates will reflect the enhanced capabilities of the Joy Station natural gas storage facilities.

7. GGSC is in the initial stages of conducting a pre-construction open-season process to confirm market interest in the gas storage services proposed by GGSC at Joy Station. In order to preserve the intrastate classification of the gas storage and pipeline facility, GGSC will limit the open-season process to customers, who are able to consume the stored natural gas volumes within the State of Kansas. GGSC will provide the Commission the results of its open-season process. There is sufficient evidence in recent Commission dockets that shows additional gas storage capacity is currently needed by Kansas natural gas and electric utilities in order to reduce their exposure to price spikes in the daily physical gas markets during extreme weather conditions and to provide additional flexibility with respect to their natural gas purchasing plans.

8. GGSC possesses the requisite qualifications for becoming a certificated natural gas public utility, per K.S.A. 66-104 and K.S.A. 66-131, authorized to operate an intrastate gas storage facility and pipeline. As set forth in this Application and the Testimony and Exhibits accompanying this Application, GGSC possesses the requisite financial, managerial, technical and other abilities to provide the utility services in question.

II. THE APPLICANT

9. GGSC's legal name is Golden Gas Service Company (GGSC). It is an S Corporation organized under the laws of the state of Oklahoma. A copy of GGSC's authorization to conduct business in Kansas as a foreign-chartered corporation is attached to this Application as **Exhibit C**.

GGSC's principal office is as follows: 2502 E. 21st Street, Suite B, Tulsa, OK 74114. In addition to undersigned counsel, the names, addresses and email addresses of GGSC's representatives upon whom all notices, pleadings, correspondence, and other documents regarding this Application should be served are as follows:

Alan R. Staab
President
2502 E. 21st Street, Suite B
Tulsa, OK 74114
astaab@ggsc.com

10. GGSC was incorporated in the State of Oklahoma on May 12, 1997. GGSC has operated as a foreign corporation in the state of Kansas since January 1, 2007. GGSC is engaged in the exploration, production and marketing of oil and natural gas. The Company operates a natural gas storage facility as part of its enhanced oil recovery (EOR) project located in Woods County, Oklahoma.

11. GGSC is the managing member of Joy Station Storage Company, a limited liability company (JSSC). JSSC will be the owner of the Joy Station gas storage and pipeline facilities. JSSC is a Kansas limited liability company. GGSC will be the operator of the Joy Station gas storage and pipeline facilities, the public utility and holder of the CCN. GGSC and JSSC agree to comply with all affiliated interest statutes and regulations.

III. THE PUBLIC CONVENIENCE AND NECESSITY WILL BE PROMOTED BY AUTHORIZING GGSC TO TRANSACT THE BUSINESS OF A NATURAL GAS INTRASTATE GAS STORAGE AND PIPELINE PUBLIC UTILITY

12. As set forth herein and through the testimony and exhibits filed in support of this Application, the public convenience and necessity will be promoted by the Commission authorizing GGSC to transact the business of a natural gas intrastate gas storage and pipeline public utility and permitting it to construct, operate and maintain the Joy Station gas storage and pipeline facilities

located in Kiowa County, Kansas.

13. **FINANCIAL CONDITION OF APPLICANT.** A pro forma balance sheet and income statement and other financial information showing the capital and operating costs and revenues relating to the construction and operation of the Joy Station gas storage and pipeline facilities are attached to this Application as **Exhibit D**.

14. The Phase I cost of the Joy Station facilities is projected to be \$94 million. Approximately \$30 million of equity will be funded by JSSC, its affiliated entities, and other investors. The balance will be funded by banking institutions and/or issuances of Kiowa County bonds.

15. **TECHNICAL CAPABILITY OF APPLICANT TO CONSTRUCT, OPERATE AND MAINTAIN JOY STATION.** GGSC has the qualifications to provide the proposed gas storage and pipeline transportation services. GGSC has operated the West Alva Storage Fields as part of its EOR project in Woods County, Oklahoma since 2010. GGSC is currently compliant with all Pipeline and Hazardous Materials Safety Administration (PHMSA) requirements for operation of its Oklahoma gas storage facility. President of GGSC, Alan Staab, and Lead Engineer, Ryan Ward, are the individuals responsible for oversight of construction and operation of the Joy Station facility. Both individuals have extensive experience in oil and natural gas operations, including the operation of GGSC's existing storage facility, and knowledge of the natural gas industry in general. GGSC's Project Finance Director, Blaise Staab, has experience in securing financing for energy projects. **Exhibit G** to this Application provides a summary of each of their industry experiences and educational backgrounds. As indicated in Alan Staab's direct testimony in support of this Application, GGSC is in the process of retaining several engineering, drilling and construction contractors to construct Joy Station. **Exhibit E** to this Application sets forth the companies that GGSC is in the process of retaining to construct the Joy Station facility and their background and expertise in their

respective fields of construction.

16. **REASONABLENESS OF MARKET BASED RATES AND GENERAL TERMS AND CONDITIONS OF SERVICE; OPEN SEASON PROCESS.** GGSC's proposed general terms and conditions of service are similar to the terms and conditions of service offered by other gas storage and pipeline companies and consistent with standards developed and promoted by the NAESB. The initial rate tariffs are structured similar to the way MCMC's rate tariffs are structured. GGSC's tariffs are structured on a competitive market basis such that GGSC's customers will negotiate their individual rates with GGSC. These customers currently have competitive alternatives to GGSC and are sophisticated purchasers of service in the natural gas marketplace. The initial rates in the proposed GGSC tariffs are developed based upon a competitive market basis. The initial rates are similar to the rates currently being charged for natural gas storage service in Kansas by other providers of gas storage service.

17. GGSC is in the early stages of developing a pre-construction open season process with respect to the Joy Station. GGSC will submit the results of the open season to the Commission.

18. **BENEFITS OF THE PROJECT.** The increased natural gas storage capacity provided by the proposed Joy Station will allow Kansas natural gas and electric utilities and Kansas industrial customers to reduce their exposure to price spikes in the daily physical gas markets during extreme weather conditions; provide more flexibility for those entities in their natural gas purchasing plans; and increase reliability of their utility services to Kansas customers and business operations. It will also promote economic development benefits for Kansas.

IV. WITNESS

19. Support for the filing is provided in the testimony and exhibits of the following witness:

- a. ALAN STAAB. Overview. Description of the proposed gas storage and pipeline

facilities. Technical expertise of GGSC. Engineering/design and project management support to be provided by GGSC. Financial strength of GGSC. Financing of the proposed gas storage and pipeline facilities. Gas storage capacity available from the proposed gas storage facility. Open season process that GGSC plans to conduct and the need for the proposed gas storage service. Market rates structured similar to MCMC, the other intrastate natural gas storage company in Kansas. Comparison of GGSC's proposed rates with rates charged by other providers of gas storage services in Kansas. General terms and conditions for service. A copy of GGSC's proposed general terms and conditions and rate tariff is attached to this Application as **Exhibit F**.

V. CONCLUSION

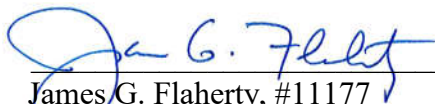
20. Approval of the application is in the public interest. Construction and operation of the Joy Station intrastate gas storage and pipeline facility will reduce Kansas natural gas and electric utilities and Kansas industrial customers exposure to price spikes in the daily physical gas markets during extreme weather conditions; provide more flexibility for those entities in their natural gas purchasing plans; and increase reliability of their utility services and business operations. It will also promote economic development benefits for Kansas.

21. GGSC has the operational ability and financial strength to construct, operate and maintain the Joy Station gas storage and pipeline facility.

22. GGSC's proposed market based gas storage rates are competitive with rates currently charged for gas storage in Kansas and will ensure appropriate cost recovery to support GGSC's gas storage operations.

WHEREFORE, Golden Gas Service Company requests that the Commission issue an order (1) granting GGSC a certificate of convenience and necessity as a natural gas public utility to construct, operate and maintain the Joy Station gas storage and pipeline facility located in Kiowa

County, Kansas; (2) approving GGSC's rate structure and general terms and conditions of service; and
(3) for such other relief as may be appropriate.

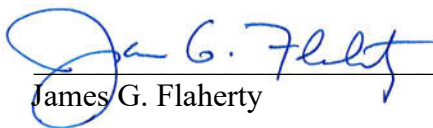


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VERIFICATION

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

James G. Flaherty, of lawful age, being first duly sworn on oath, states: That he is the attorney for Golden Gas Service Company, named in the foregoing Application, and is duly authorized to make this affidavit; that he has read the foregoing and knows the contents thereof; and that the facts set forth therein are true and correct.


James G. Flaherty

SUBSCRIBED AND SWORN to before me this 2nd day of June, 2025.



Notary Public

Appointment/Commission Expires:

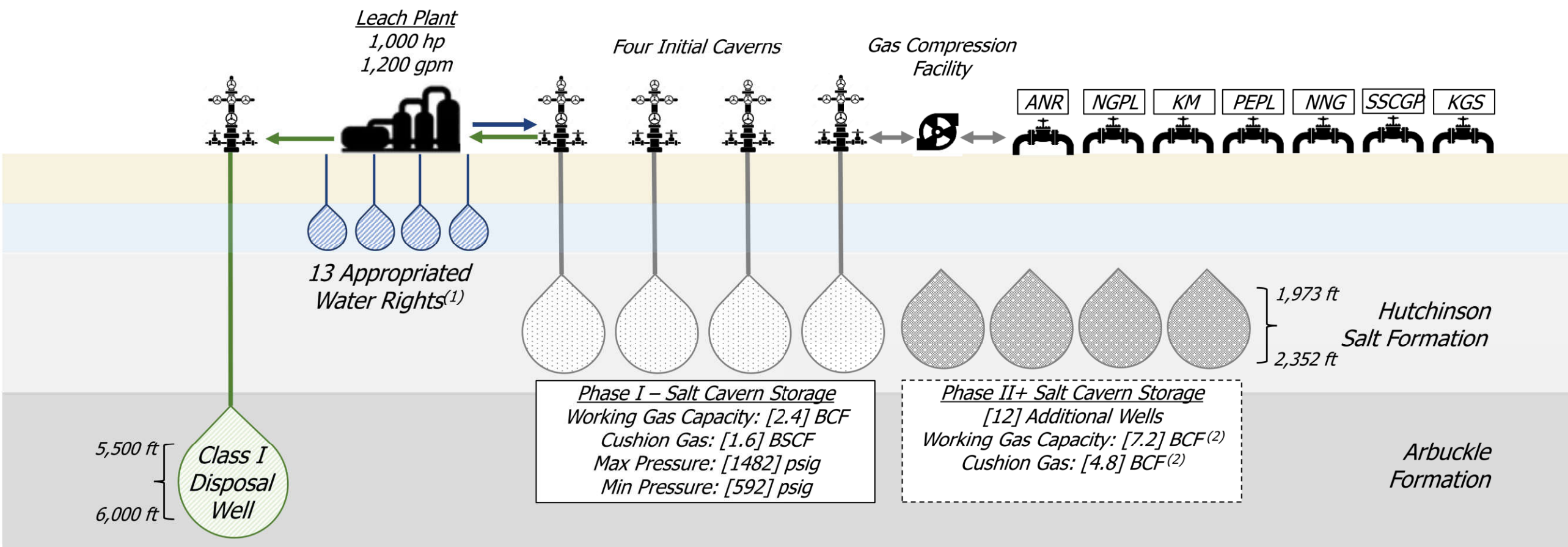
EXHIBIT A

Diagram of the Proposed Joy Station Storage Facility

JOY STATION PROCESS FLOW DIAGRAM

EXHIBIT A

An Optimized Salt Dome Storage Facility



1) Approx. 2,000 Acre-feet per year
2) Cumulative total Phase II – Phase IV

EXHIBIT B

A Map Showing the Location of Joy Station in Relation to the Other Pipelines in the Area and the Proposed Location of the Proposed GGSC Pipeline

EXHIBIT B

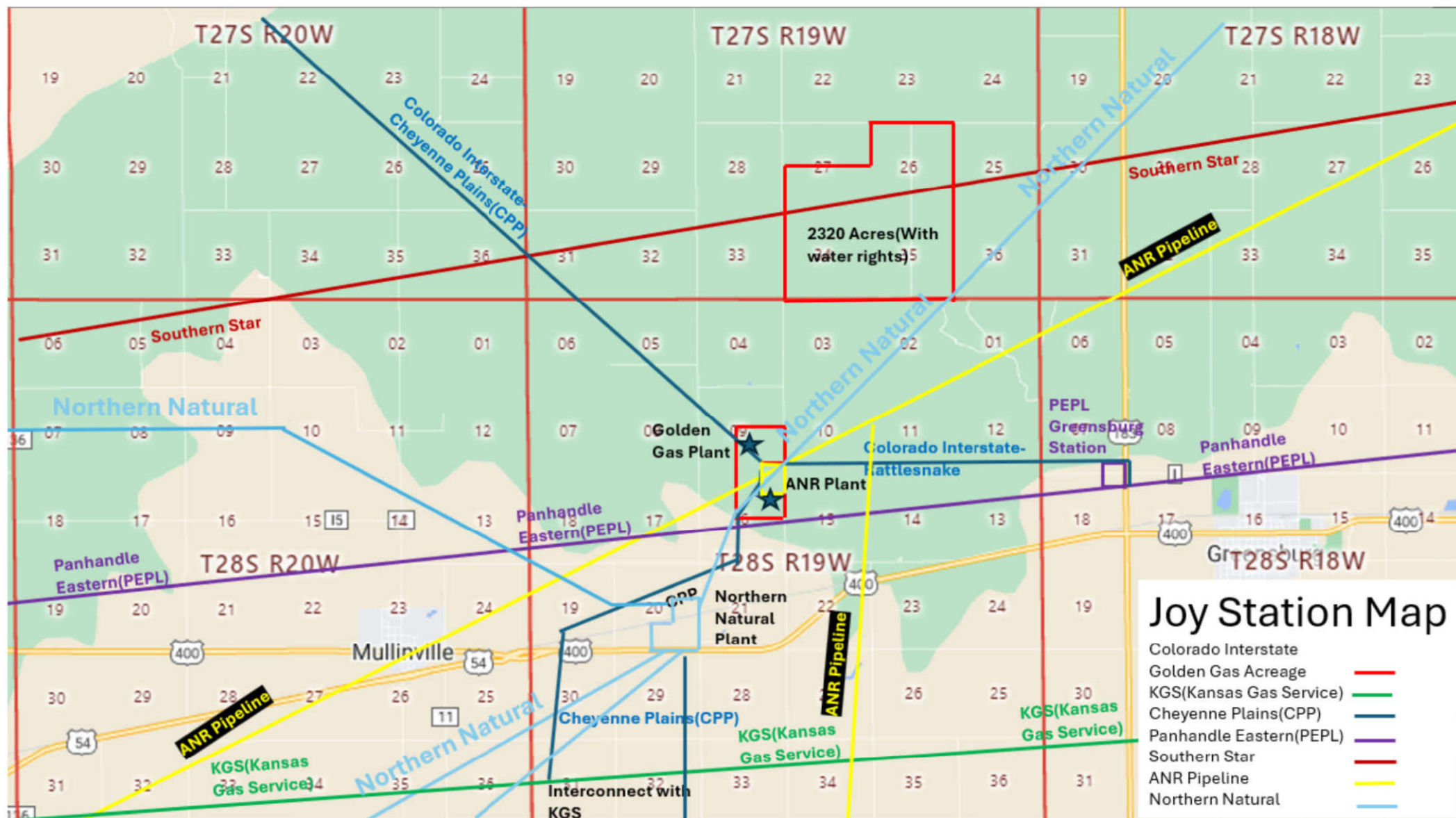


EXHIBIT B-1

Legal Description of the Location of the Gas Storage Facility

SE/4 of Section 9-T28S-R19W and the S/2 NE/4
and the NW/4 NE4 of Section 16-T29S-R19W

EXHIBIT B-2

Legal Description of the Location of the Proposed GGSC Pipeline

The pipeline to Southern Star will run from the NE corner of the SE/4 of Section 9, across the road to the NW corner of the SW/4 of Section 10-T28S-R19W and then north approximately 13,000' through Section 3-T28S-R19W and Section 34-T27S-R19W terminating at the NW corner of Section 34-T27S-R19W.

Pipeline will also be laid south from the same starting point in the NW corner of the SW/4 of Section 10-T28S-R19W approximately 20,000' to KGS through Sections 15, 22, 27 and 34 of T28S-R19W, all in Kiowa County, Kansas. *See **Exhibit B**.*

EXHIBIT C

GGSC's Authorization to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

EXHIBIT C

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 4033445

Business Name: GOLDEN GAS SERVICE CO.

Type: Foreign For-Profit Corporation

Jurisdiction: Oklahoma

was filed in this office on February 02, 2007, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day May 21, 2025.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE

EXHIBIT C

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING DOMESTIC FOR PROFIT BUSINESS CORPORATION

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that GOLDEN GAS SERVICE CO. whose registered agent is ALAN R STAAB, with its registered office at 2502 EAST 21ST STREET, SUITE B TULSA 74114 USA Oklahoma is a Domestic For Profit Business Corporation duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 21st, day of May, 2025.

A handwritten signature in black ink, appearing to read 'Josh Cady', is written over a horizontal line.

Secretary Of State

EXHIBIT C

BYLAWS of GOLDEN GAS SERVICE CO., an Oklahoma corporation

Section 1. Definitions

1.01. **Definitions.** Unless the context clearly requires otherwise, in these Bylaws:

- (a) "Act" means the Oklahoma General Corporation Act.
- (b) "Board" means the Board of Directors of the Corporation.
- (c) "Bylaws" means these Bylaws as adopted by the Board and includes amendments subsequently adopted by the Board or by the Shareholders.
- (d) "Certificate of Incorporation" means the Certificate of Incorporation of the Corporation as filed with the Secretary of State of the State of Oklahoma and includes all amendments subsequently filed.
- (e) "Corporation" means GOLDEN GAS SERVICE CO.
- (f) "Section" refers to a section of these Bylaws.
- (g) "Shareholder" means a Shareholder of record of the Corporation.

1.02. **Title of Office.** The title of an office refers to the person or persons who at any given time perform the duties of that particular office for the Corporation.

Section 2. Offices

2.01. **Principal Office.** The Corporation may locate its principal office within or without the state of incorporation as the Board may determine.

2.02. **Registered Office.** The registered office of the Corporation required by law to be maintained in the state of incorporation may be, but need not be, identical with the principal office of the Corporation. The Board may change the address of the registered office from time to time.

2.03. **Other Offices.** The Corporation may have offices at such other places, either within or without the state of incorporation, as the Board may designate or as the business of the Corporation may require from time to time.

Section 3. Meetings of Shareholders

3.01. **Annual Meeting.** The Shareholders of the Corporation shall hold their annual meetings for the purpose of electing Directors and for the transaction of such other proper business as may come before such meetings at such time, date and place as the Board shall determine by resolution.

3.02. **Special Meetings.** The Board or a committee of the Board duly designated and whose powers and authority include the power to call meetings may call special meetings of the Shareholders of the Corporation at any time for any purpose or purposes.

3.03. **Place of Meetings.** The Shareholders shall hold all meetings at such places, within or without the State of Oklahoma, as the Board or a committee of the Board shall specify in the notice or waiver of notice for such meetings.

3.04. **Notice of Meetings.** The Board or a committee of the Board shall give written notice of each meeting of Shareholders, whether annual or special, not less than 10 nor more than 60 days before the date of the meeting; provided, however, that if the purpose of the meeting is to vote on a merger, a consolidation, a share acquisition under Section 1090.1 of the Act, or the sale, lease or exchange of all or substantially all of the Corporation's property and assets, written notice shall be delivered not less than 20 nor more than 60 days before the date of the meeting. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the Corporation that he has given notice shall constitute, in the absence of fraud, prima facie evidence of the facts stated in the affidavit.

Every notice of a meeting of the Shareholders shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes of the meeting. Furthermore, if the Corporation will maintain the list at a place other than where the meeting will take place, every notice of a meeting of the Shareholders shall specify where the Corporation will maintain the list of Shareholders entitled to vote at the meeting.

3.05. **Waiver of Notice.** Whenever these Bylaws require written notice, a written waiver of notice, signed by the person entitled to notice, whether before or after the time stated in the notice, shall constitute the equivalent of notice. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the call of the meeting and makes such objection at the beginning of the meeting. A written waiver of notice need not specify either the business to be transacted at, or the purpose or purposes of any regular or special meeting of the Shareholders, Directors or members of a committee of the Board.

3.06. **Reconvened Meetings.** If the Shareholders adjourn a meeting intending to reconvene the meeting at another time or place, notice need not be given of the meeting to be reconvened if the time and place are announced before adjournment and the meeting is to be reconvened no more than 30 days after the adjourned meeting. At the reconvened meeting, the Shareholders may transact any business that they may have transacted at the original meeting. If the adjournment is for more than 30 days or, if after the adjournment, the Board or a committee of the Board fixes a new record date for, or changes the time or place of, the reconvened meeting, the Board or a committee of the Board shall give notice of the meeting to be reconvened to each Shareholder of record entitled to vote.

3.07. **Quorum.** The presence in person or by proxy of the holders of a majority of all of the shares entitled to vote at the meeting shall constitute a quorum for the purpose of convening or reconvening any meeting of the Shareholders. Except as otherwise required by law, the Shareholders may continue to transact any and all business properly before the meeting despite the loss of a quorum, if a quorum was established and the meeting properly convened. In the absence of a quorum, the holders of a majority of the shares entitled to vote who are then present in person or by proxy or any officer entitled to preside at, or to act as secretary of, such meeting may adjourn the

meeting to another place, date or time.

3.08. Organization. Such person as the Board may have designated or, in the absence of such a person, the highest ranking officer of the Corporation who is present shall call to order any meeting of the Shareholders, determine the presence of a quorum, and act as Chairman of the meeting. In the absence of the Secretary or an Assistant Secretary of the Corporation, the Chairman shall appoint the secretary of the meeting.

3.09. Conduct of Business. Subject to the authority of the Board, the Chairman of any meeting of Shareholders shall determine the order of business and the procedure at the meeting, including such regulations of the manner of voting and the conduct of discussion as he deems appropriate for the good of the Shareholders present.

3.10. List of Shareholders. At least 10 days before every meeting of Shareholders, the Secretary shall prepare a list of the Shareholders entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, showing the address of each Shareholder and the number of shares registered in the name of each Shareholder. The Corporation shall make the list available for examination by any Shareholder for any purpose germane to the meeting, either at a place within the city where the meeting will take place or at the place designated in the notice of the meeting.

The Secretary shall produce and keep the list at the meeting during the entire duration of the meeting, and any Shareholder who is present may inspect the list at the meeting. The list shall constitute presumptive proof of the identity of the Shareholders entitled to vote at the meeting and the number of shares each Shareholder holds.

The failure to comply with this Section shall not invalidate any action taken at the meeting, provided that any director who has willfully neglected or refused to produce the list shall be ineligible to stand for election at the meeting. A determination of Shareholders entitled to vote at any meeting of Shareholders pursuant to this Section shall apply to any adjournment thereof.

3.11. Fixing of the Record Date. To determine Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board or a committee of the Board may fix in advance a date as the record date for any such determination of Shareholders. The Board shall not, however, fix such date more than 60 days prior to the date of the particular action.

If the Board or a committee of the Board does not fix a record date for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, the date of the mailing of notice or the date on which the Board adopts the resolution declaring a dividend, as the case may be, shall be the record date for such determination of Shareholders. If the Board or a committee of the Board does not fix a record date and action is to be taken by the written consent of the shareholders, the record date shall be the first date on which a signed written consent is delivered to the Corporation; provided, however, if prior action by the Board is required under the Act, the record date shall be at the close of business of the day on which the Board adopts the resolution taking such prior action.

3.12. Voting of Shares. Subject to the Certificate of Incorporation, each Shareholder shall

have one vote for every share of stock having voting rights registered in his name on the record date for the meeting. The Corporation shall not have the right to vote its treasury stock, nor shall another corporation have the right to vote its stock of the Corporation if the Corporation holds, directly or indirectly, a majority of the shares entitled to vote in the election of Directors of such other corporation. Nevertheless, persons holding stock of the Corporation in a fiduciary capacity (including the Corporation) shall have the right to vote such stock. Persons who have pledged their stock of the Corporation shall have the right to vote such stock unless in the transfer on the books of the Corporation the pledgor expressly empowered the pledgee to vote such stock. In that event, only the pledgee, or his proxy, may represent such stock and vote thereon.

A plurality of the votes cast shall determine all elections and, except when the law or a resolution of the Board requires otherwise, a majority of the votes cast shall determine all other matters.

The Shareholders may vote by voice vote on all matters. Upon demand by a Shareholder entitled to vote, or his proxy, however, the Shareholders shall vote by ballot. In that event, each ballot shall state the name of the Shareholder or proxy voting, the number of shares voted and such other information as the Corporation may require under the procedure established for the meeting.

3.13. Judges. At any meeting in which the Shareholders vote by ballot, the Board may appoint a judge or judges. Each judge shall subscribe an oath to execute the duties of a judge at such meeting faithfully, with strict impartiality, and according to the best of his ability. The judge or judges shall decide the qualification of the voters and shall report the number of shares represented at the meeting and entitled to vote on any question, shall conduct and accept the votes, and, when the Shareholders have completed voting, ascertain and report the number of shares voted respectively for and against the question. The judge or judges shall prepare a subscribed, written report and shall deliver the report to the Secretary of the Corporation. A judge need not be a Shareholder of the Corporation, and any officer of the Corporation may be a judge on any question other than a vote for or against a proposal in which he has a material interest.

3.14. Proxies. A Shareholder may exercise any voting rights in person or by his proxy appointed by an instrument in writing, which he or his authorized attorney-in-fact has subscribed and which the proxy has delivered to the secretary of the meeting.

A proxy is not valid after the expiration of three years after the date of its execution, unless the person executing it specifies thereon the length of time for which it is to continue in force (which length may exceed three years) or limits its use to a particular meeting.

The attendance at any meeting of a Shareholder who previously has given a proxy shall not revoke the proxy unless he notifies the Secretary in writing before the voting of the proxy.

3.15. Consent of Shareholders in Lieu of Meeting. The Shareholders may take any action that they could take at any annual or special meeting without a meeting, prior notice, or a vote if the holders of outstanding stock having the number of votes necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted, sign a written consent or consents, setting forth the action taken, and deliver such consent or consents to the Corporation. To be effective, a consent or consents representing the required number of votes must be delivered to the Corporation within 60 days of the day that the first consent was delivered with respect to the action

taken.

The Secretary or an Assistant Secretary shall note the delivery date on each written consent delivered to the Corporation, and shall give prompt notice of the taking of any action by less than unanimous consent to the Shareholders who have not delivered written consents.

Section 4. **Board of Directors**

4.01. **General Powers.** The Board shall manage the property, business and affairs of the Corporation.

4.02. **Number.** The number of Directors who shall constitute the Board shall equal not less than one nor more than fifteen, as the Board may determine by resolution from time to time. Unless an election is contested, a Board resolution nominating persons for election shall suffice to evidence the fixing of the number of Directors constituting the Board.

4.03. **Election of Directors and Term of Office.** The Shareholders of the Corporation shall elect the Directors at the annual or adjourned annual meeting (except as otherwise provided for the filling of vacancies). Each Director shall hold office until his death, resignation, retirement, removal, or disqualification, or until his successor shall have been elected and qualified.

4.04. **Resignations.** Any Director of the Corporation may resign at any time by giving written notice to the Board or to the Secretary of the Corporation. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance.

4.05. **Removal.** Shareholders holding a majority of the outstanding shares entitled to vote at an election of Directors may remove any Director at any time with or without cause.

4.06. **Vacancies.** A majority of the remaining Directors, although less than a quorum, may fill any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of Directors, or any other cause. Each Director so chosen shall hold office until his death, resignation, retirement, removal, or disqualification, or until his successor shall have been elected and qualified.

4.07. **Chairman of the Board.** At the initial and annual meeting of the Board, the Directors may elect from their number a Chairman of the Board. The Chairman shall preside at all meetings of the Board and shall perform such other duties as the Board may direct. The Board also may elect a Vice Chairman and other officers of the Board, with such powers and duties as the Board may designate from time to time.

4.08. **Compensation.** The Board may compensate Directors for their services and may provide for the payment of all expenses the Directors incur by attending meetings of the Board.

Section 5. **Meetings of Directors**

5.01. **Regular Meetings.** The Board may hold regular meetings at such places, dates and times as the Board shall establish by resolution. If any day fixed for a meeting falls on a legal

holiday, the Board shall hold the meeting at the same place and time on the next succeeding business day. The Board need not give notice of regular meetings.

5.02. **Place of Meetings.** The Board may hold its meetings wherever designated by the Board, the notice or waiver of notice of any such meeting, or the persons calling the meeting.

5.03. **Meetings by Telecommunications.** The Board or any committee of the Board may hold meetings by means of conference telephone or similar telecommunications equipment that enable all persons participating in the meeting to hear and speak to each other. Such participation shall constitute presence in person at such meeting.

5.04. **Special Meetings.** The Chairman of the Board, the President, or a majority of the Directors then in office may call a special meeting of the Board. The person or persons authorized to call special meetings of the Board may fix any time during a business day as the time for the meeting, and may fix a reasonable place, either in or out of the State of Oklahoma as the place for the meeting.

5.05. **Notice of Special Meetings.** The person or persons calling a special meeting of the Board shall give written notice to each Director of the time, place, date and purpose of the meeting. Such notice shall be given not less than three business days if by U.S. postal service, not less than two business days if by overnight delivery service, and not less than 24 hours if by telegraph, telecopy, electronic transmission, or in person. A Director may waive notice of any special meeting. Any meeting shall constitute a legal meeting without notice if all the Directors are present or if those not present sign either before or after the meeting a written waiver of notice, a consent to such meeting, or an approval of the minutes of the meeting. A notice or waiver of notice need not specify the purposes of the meeting or the business that the Board will transact at the meeting.

5.06. **Waiver by Presence.** Except when expressly for the purpose of objecting to the legality of a meeting, a Director's presence at a meeting shall constitute a waiver of notice of such meeting.

5.07. **Quorum.** A majority of the Directors then in office shall constitute a quorum for all purposes at any meeting of the Board. In the absence of a quorum, a majority of Directors present at any meeting may adjourn the meeting to another place, date or time without further notice.

5.08. **Conduct of Business.** The Board shall transact business in such order and manner as the Board may determine. Except as otherwise required, the Board shall determine all substantive, procedural, or other matters by the vote of a majority of the Directors present. Any Director may add to the Board's agenda any item germane to the Corporation's property, business, or affairs. The Directors shall act as a Board, and the individual Directors shall have no power as such.

5.09. **Action by Consent.** The Board or a committee of the Board may take any required or permitted action without a meeting if all members of the Board or committee sign a written consent and file the consent with the minutes of the proceedings of the Board.

Section 6. Committees

6.01. **Committees of the Board.** The Board may designate one or more committees of the Board by a vote of a majority of the Directors then in office.

6.02. Selection of Committee Members. Committees of the Board shall be composed of a Director or Directors selected by a vote of a majority of the Directors then in office. By the same vote, the Board may designate other directors as alternate members who may replace any absent or disqualified member at any meeting of a committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may appoint by unanimous vote another member of the Board to act at the meeting in the place of the absent or disqualified member.

6.03. Conduct of Business. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as the law or these Bylaws require otherwise. Each committee shall make adequate provision for notice of all meetings to members. A majority of the members shall constitute a quorum, unless the committee consists of one or two members. In that event, one member shall constitute a quorum. A majority vote of the members present shall determine all matters. A committee may take action without a meeting if all the members of the Committee consent in writing and file the consent or consents with the minutes of the proceedings of the committee.

6.04. Authority. Subject to the limitations under the Act and to the extent the Board provides, any committee of the Board shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation.

6.05. Minutes. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

6.06. Committees of the Corporation. In addition to committees of the Board, the Board may designate committees of the Corporation for the purpose of advising the Board about specific matters or undertaking specific tasks. To accomplish such purposes, the Board may delegate to a committee of the Corporation the authority that the Board could properly delegate to agents of the Corporation, but such committee shall not have the general power and authority of the Board in the management of the business and affairs of the Corporation. A committee of the Corporation may be composed in whole or in part by non-directors.

Section 7. Officers

7.01. Officers of the Corporation. The officers of the Corporation shall consist of those which the Board may designate and elect from time to time. The same person may hold any number of offices.

7.02. Election and Term. The Board shall elect the officers of the Corporation. Each officer shall hold office until his death, resignation, retirement, removal or disqualification, or until his successor shall have been elected and qualified.

7.03. Compensation of Officers. The Board shall fix the compensation of all officers of the Corporation. No officer shall serve the Corporation in any other capacity and receive compensation, unless the Board authorizes the additional compensation.

7.04. Removal of Officers and Agents. The Board may remove any officer or agent it has

elected or appointed at any time, with or without cause.

7.05. Resignation of Officers and Agents. Any officer or agent the Board has elected or appointed may resign at any time by giving written notice to the Board, the Chairman of the Board, the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified. Unless otherwise specified in the notice, the Board need not accept the resignation to make it effective.

7.06. President. The President shall be the chief executive officer of the Corporation and, subject to the Board's control, shall supervise and direct the business and affairs of the Corporation. When present, he shall sign (with or without the Secretary, an Assistant Secretary, or any other officer or agent of the Corporation which the Board has authorized) deeds, mortgages, bonds, contracts or other instruments that the Board has specially or generally authorized an officer or agent of the Corporation to execute. The President shall not, however, sign any instrument that the law, these Bylaws, or the Board expressly requires some other officer or agent of the Corporation to sign and execute. The President shall exercise and perform such powers and duties as are usually vested in a President and chief executive officer and such other powers and duties as the Board may prescribe from time to time.

7.07. Vice Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Executive Vice President shall perform the duties of the President, unless the Board determines otherwise. When acting as the President, the Executive Vice President shall have all the powers and restrictions of the presidency. The Executive Vice President shall exercise and perform such powers and duties as are usually vested in a chief operating officer and such other powers and duties as the President or the Board may assign to him from time to time. Any other Vice President shall have only those duties as the Board, the President, or the Executive Vice President may assign to him from time to time.

7.08. Secretary. The Secretary shall (a) keep the minutes of the meetings of the Shareholders and of the Board in one or more books for that purpose, (b) give all notices which these Bylaws or the law requires, (c) serve as custodian of the records and seal of the Corporation, (d) affix the seal of the Corporation to all documents which the Board has authorized execution on behalf of the Corporation under seal, (e) maintain a register of the address of each Shareholder of the Corporation, (f) sign, with the President, a Vice President, or any other officer or agent of the Corporation which the Board has authorized, certificates for shares of the Corporation, (g) have charge of the stock transfer books of the Corporation, and (h) perform all duties which the Board, the President, or the Executive Vice President may assign to him from time to time.

7.09. Assistant Secretaries. In the absence of the Secretary or in the event of his death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless the Board determines otherwise, shall perform the duties of the Secretary. When acting as the Secretary, an Assistant Secretary shall have the powers and restrictions of the Secretary. An Assistant Secretary shall perform such other duties as the President, Secretary, or Board may assign from time to time.

7.10. Treasurer. The Treasurer shall (a) have responsibility for all funds and securities of the Corporation, (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, (c) deposit all moneys in the name of the Corporation in depositories which

the Board selects, and (d) perform all of the duties which the President, the Executive Vice President, or the Board may assign to him from time to time.

7.11. **Assistant Treasurers.** In the absence of the Treasurer or in the event of his death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurer, unless the Board determines otherwise, shall perform the duties of the Treasurer. When acting as the Treasurer, an Assistant Treasurer shall have the powers and restrictions of the Treasurer. An Assistant Treasurer shall perform such other duties as the President, Treasurer, or the Board may assign to him from time to time.

7.12. **Controller.** The Controller shall be the chief accounting officer of the Corporation. He shall, when proper, approve all bills for purchases, payrolls, and similar instruments providing for disbursement of monies by the Corporation. He shall be in charge of and maintain books of account and accounting records of the Corporation. In addition, he shall perform such other acts as are usually performed by the controller of a corporation or assigned to him by the Board, the President, or the Executive Vice President.

7.13. **Delegation of Authority.** Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any officer to any other officer or agent.

7.14. **Action with Respect to Securities of Other Corporations.** Unless the Board directs otherwise, the President shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of shareholders of or with respect to any action of shareholders of any other corporation in which the Corporation holds securities. Furthermore, unless the Board directs otherwise, the President shall exercise any and all rights and powers that the Corporation possesses by reason of its ownership of securities in another corporation.

7.15. **Vacancies.** The Board may fill any vacancy in any office because of death, resignation, removal, disqualification or any other cause in the manner that these Bylaws prescribe for the regular appointment to such office.

Section 8. **Contracts, Loans, Drafts, Deposits and Accounts**

8.01. **Contracts.** The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. The Board may make such authorization general or special.

8.02. **Loans.** Unless the Board has authorized such action, no officer or agent of the Corporation shall contract for a loan on behalf of the Corporation or issue any evidence of indebtedness in the Corporation's name.

8.03. **Drafts.** The President, any Vice President, the Treasurer, any Assistant Treasurer, the Controller, and such other persons as the Board shall determine shall issue all checks, drafts and other orders for the payment of money, notes and other evidences of indebtedness issued in the name of or payable by the Corporation.

8.04. **Deposits.** The Treasurer or the Controller shall deposit all funds of the Corporation not otherwise employed in such banks, trust companies, or other depositories as the Board may select

or as any officer, assistant, agent or attorney of the Corporation to whom the Board has delegated such power may select. For the purpose of deposit and collection for the account of the Corporation, the President, the Treasurer or the Controller (or any other officer, assistant, agent or attorney of the Corporation whom the Board has authorized) may endorse, assign and deliver checks, drafts and other orders for the payment of money payable to the order of the Corporation.

8.05. General and Special Bank Accounts. The Board may authorize the opening and keeping of general and special bank accounts with such banks, trust companies, or other depositories as the Board may select or as any officer, assistant, agent or attorney of the Corporation to whom the Board has delegated such power may select. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

Section 9. Certificates for Shares and Their Transfer

9.01. Certificates for Shares. Every owner of shares of the Corporation shall have the right to receive a certificate or certificates certifying to the number and class of shares of the stock of the Corporation that he owns or, if the shares of the Corporation are to be uncertificated within the meaning of Article 8 of the Uniform Commercial Code (the "UCC"), an initial transaction statement containing the information required by the UCC. In the case of certificated shares, the Board shall determine the form of the certificates for the shares of stock of the Corporation. The Secretary, transfer agent, or registrar of the Corporation shall number the certificates representing shares of the stock of the Corporation in the order in which the Corporation issues them. The President or any Vice President and the Secretary or any Assistant Secretary shall sign the certificates in the name of the Corporation. If the certificate is countersigned by (a) a transfer agent other than the Corporation or its employee, or (b) by a registrar other than the Corporation or its employee, the certificate may contain facsimile signatures. If any officer, transfer agent, or registrar who has signed a certificate, or whose facsimile signature appears on a certificate, ceases to serve as such officer, transfer agent, or registrar before the Corporation issues the certificate, the Corporation may issue the certificate with the same effect as though the person who signed such certificate, or whose facsimile signature appears on the certificate, was such officer, transfer agent, or registrar at the date of issue. The Secretary, transfer agent, or registrar of the Corporation shall keep a record in the stock transfer books of the Corporation of the names of the persons, firms or corporations owning the stock represented by the certificates, the number and class of shares represented by the certificates and the dates thereof and, in the case of cancellation, the dates of cancellation. The Secretary, transfer agent, or registrar of the Corporation shall cancel every certificate surrendered to the Corporation for exchange or transfer. Except in the case of a lost, destroyed or mutilated certificate, the Secretary, transfer agent, or registrar of the Corporation shall not issue a new certificate in exchange for an existing certificate until he has canceled the existing certificate. The corporate seal may, but need not, be placed upon the certificates representing the Corporation's shares.

9.02. Transfer of Shares. A transfer of shares of the Corporation's stock shall be effective only when registered on the stock transfer books of the Corporation. In the case of certificated shares, an appropriate person (as defined in Article 8 of the UCC) shall furnish to the Secretary, transfer agent, or registrar of the Corporation proper evidence of his authority to make the transfer and shall properly endorse and surrender for cancellation his existing certificate or certificates for such shares. In the case of uncertificated shares, an appropriate person shall furnish to the Secretary, transfer agent, or registrar of the Corporation proper evidence of his authority to make the transfer

and shall issue a proper instruction regarding the transfer.

If a certificated share is presented to the Corporation with a request to register transfer or an instruction is presented to the Corporation with a request to register transfer, pledge, or release, the Corporation shall register the transfer, pledge, or release if: the certificate is endorsed or the instruction was originated by an appropriate person; reasonable assurance is given that those endorsements are genuine and effective; the Corporation has no duty as to adverse claims or has discharged the duty; any applicable laws relating to the collection of taxes have been satisfied; and the transfer, pledge, or release is in fact rightful or is to a bona fide purchaser.

9.03. Lost, Stolen, Destroyed and Mutilated Certificates. The Board may direct the Secretary, transfer agent, or registrar of the Corporation to issue a new certificate, or an equivalent uncertificated share, to any holder of record of shares of the Corporation's stock claiming that he has lost such certificate, or that someone has stolen, destroyed or mutilated such certificate, upon the receipt of an affidavit from such holder to such fact. When authorizing the issue of a new certificate or an equivalent uncertificated share, the Board may require as a condition precedent to the issuance that the owner of such certificate give the Corporation a bond of indemnity in such form and amount as the Board may direct.

9.04. Regulations. The Board may make such rules and regulations, not inconsistent with these Bylaws or the laws of the State of Oklahoma, as it deems expedient concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation. The Board may appoint or authorize any officer or officers to appoint one or more transfer agents, or one or more registrars, and may require all certificates for stock to bear the signature or signatures of any of them.

9.05. Holder of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the owner in fact to receive dividends, to vote, if entitled and for all other purposes and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, regardless of whether it shall have express or other notice, except as expressly provided by law or unless, in the case of a fiduciary, the fiduciary furnishes proof of his appointment.

9.06. Treasury Shares. Treasury shares of the Corporation shall consist of shares that the Corporation has issued and thereafter acquired but not canceled by resolution of the Board. Treasury shares shall not carry voting or dividend rights.

Section 10. Indemnification

10.01. Actions, Suits or Proceedings Other Than By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) because he is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal, if he acted in good faith and

in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation.

10.02. Actions or Suits By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because he is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made for any claim, issue or matters to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that a court of competent jurisdiction in the State of Oklahoma or the court or arbitral proceeding in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the Oklahoma court or such other court or arbitrator shall deem proper.

10.03. Indemnification for Costs, Charges and Expenses of Successful Party. Notwithstanding the other provisions of this Section 10, to the extent that a Director or officer of the Corporation has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in Sections 10.01 and 10.02, or in defense of any claim, issue or matter therein, he shall be indemnified against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf.

10.04. Determination of Right to Indemnification. Any indemnification under Sections 10.01 and 10.02 (unless ordered by a court) shall be paid by the Corporation unless a determination is made (i) by a disinterested majority of the Board or, (ii) if the Board so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders, that indemnification of the Director or officer is not proper in the circumstances because he has not met the applicable standard of conduct set forth in Sections 10.01 and 10.02.

10.05. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Sections 10.01 and 10.02 in defending a civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by a Director or officer in his capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer) in advance of the final disposition of such action, suit or proceeding shall be made only upon receipt of an undertaking by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is

not entitled to be indemnified by the Corporation as authorized in this Section 10. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board deems appropriate. The Board may, in the manner set forth above, and upon approval of such Director, officer, employer, employee or agent of the Corporation, authorize the Corporation's counsel to represent such person, in any action, suit or proceeding, regardless of whether the Corporation is a party to such action, suit or proceeding.

10.06. Procedure for Indemnification. The Corporation shall promptly pay any indemnification under Sections 10.01, 10.02 and 10.03 or advance costs, charges and expenses under Section 10.05, and in any event within 60 days after the written request of the Director or officer. A Director or officer may enforce his right to indemnification or advances as granted by this Section 10 in any court of competent jurisdiction, if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within 60 days. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 10.05 where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Sections 10.01 or 10.02, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, its independent legal counsel and its shareholders) to have made a determination before the claimant commences an action alleging that indemnification is proper because he has met the applicable standard of conduct set forth in Sections 10.01 or 10.02, nor an actual determination by the Corporation (including its Board, its independent legal counsel and its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

10.07. Settlement. If in any action, suit or proceeding, including any appeal, within the scope of Sections 10.01 or 10.02, the person to be indemnified shall have unreasonably failed to enter into a settlement, then, notwithstanding any other provision, the Corporation's indemnification obligation to such person shall not exceed the total of the amount at which settlement could have been made and the expense incurred by such person prior to the time such settlement could have been made.

10.08. Other Rights; Continuation of Right to Indemnification. The indemnification provided by this Section 10 shall not be deemed exclusive of any other rights to which any Director, officer, employee or agent seeking indemnification may be entitled under any law (common or statutory), agreement, vote of shareholders or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation. This indemnification shall continue after a person has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. All rights to indemnification under this Section 10 shall be deemed to be a contract between the Corporation and each Director, officer, employee or agent of the Corporation who serves or served in such capacity at any time while this Section 10 is in effect. Any repeal or modification of this Section 10 or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Director, officer, employee or agent or the obligations of the Corporation arising under this Section. This Section shall be binding upon any successor corporation to this Corporation, whether by way of acquisition, merger, consolidation or otherwise.

10.09. **Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him or on his behalf in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Section 10.

10.10. **Savings Clause.** If this Section 10 or any portion shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation (i) shall nevertheless indemnify each Director and officer of the Corporation, and (ii) may nevertheless indemnify each employee and agent of the Corporation, as to costs, charges and expenses (including attorneys' fees), judgments, fine and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Section 10 that shall not have been invalidated and to the full extent permitted by applicable law.

10.11. **Subsequent Amendment.** No amendment, termination or repeal of this Section 10 shall affect or impair in any way the rights of any Director or officer of the Corporation to indemnification with respect to any action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

10.12. **Subsequent Legislation.** If the Act is amended to further expand the indemnification permitted to Directors, officers, employees or agents of the Corporation, then the Corporation shall indemnify such persons to the fullest extent permitted by the Act, as so amended.

Section 11. Notices

11.01. **General.** Unless these Bylaws expressly provide otherwise, the Corporation may give effective notice under these Bylaws by U.S. postal service, by overnight delivery service, by telegram or telegraph, or by electronic transmission, such as telephone, telecopy, electronic bulletin board, voice mail, or other similar medium. Effective notice may also be made in person. Receipt of effective notice must not be contingent upon the recipient's payment of any charges as a prerequisite to the notice's receipt. Effective notice must be posted or transmitted to recipient's address, telephone number, facsimile number, or electronic code number as shown on the books of the Corporation in a manner normally used for the posting or transmission of information in the medium chosen. Effective notice to the Corporation shall be posted or transmitted to the President or Secretary at the Corporation's principal office. Unless these Bylaws expressly provide to the contrary, the time when the person sends notice shall constitute the time of the giving of notice, and the burden of proving notice shall rest on the sender.

11.02. **Waiver of Notice.** Whenever the law or these Bylaws require notice, the person entitled to said notice may waive such notice in writing, either before or after the time stated in the notice.

Section 12. Miscellaneous

12.01. Resolutions of Controversies and Claims. In the event of any controversy or claim, whether based on contract, tort, statute, or other legal or equitable theory (including any claim of fraud, misrepresentation, or fraudulent inducement), arising out of or related to the corporate contract between and among the Corporation, its shareholders, Directors, officers, employees, or agents (as the contract is embodied under the Certificate of Incorporation, the Bylaws, corporate resolutions the Act and the common law at the time of the acts giving rise to the controversy or claim) (the "Dispute"), the parties agree as follows:

(i) **Mediation.** If the Dispute cannot be resolved by negotiation, the parties agree to submit the Dispute to mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator, the American Arbitration Association shall appoint the mediator. In any event, the mediation shall take place within 30 days of the date that a party gives the other party written notice of its desire to mediate the Dispute.

(ii) **Arbitration.**

A. If not resolved by mediation, the parties shall resolve the Dispute by arbitration pursuant to this Section and the then-current rules and supervision of the American Arbitration Association. The arbitration shall be held in Tulsa, Oklahoma, before a single arbitrator who is knowledgeable in/about Tulsa, Oklahoma. The arbitrator may order the parties to exchange copies of non-rebuttal exhibits and copies of witness lists in advance of the arbitration hearing. The arbitrator shall, however, have no other power to order discovery or depositions unless and then only to the extent that all parties otherwise agree in writing. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. The arbitrator shall not have the power to award, and no one subject to this Section shall seek, an award of, punitive, exemplary, or consequential damages, or any damages excluded by or in excess of any damage limitations expressed in this Agreement or any subsequent agreement between the parties. To prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief.

B. Federal substantive and procedural laws relating to arbitration shall govern issues of arbitrability. All other aspects of the Agreement shall be interpreted in accordance with, and the arbitrator shall apply and be bound to follow, the substantive laws of the State of Oklahoma. Each party shall bear its own attorneys' fees associated with negotiation, mediation, and arbitration, and other costs and expenses shall be borne as provided by the rules of the American Arbitration Association. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses, and attorneys' fees reasonably incurred by the other party.

(iii) **Confidentiality.** Neither a party, witness, or the arbitrator may disclose the facts of the underlying dispute or the contents or results of any negotiation, mediation, or arbitration without the prior written consent of all parties, except as necessary (and then only to the extent required) to enforce or challenge the settlement agreement or the arbitration award or to comply with legal, financial or tax reporting requirements.

(iv) **Limitations on Actions.** No party may bring a claim or action, regardless of form, arising out of or related to this Agreement, including any claim of fraud, misrepresentation, or

fraudulent inducement, more than one year after the cause of action accrues, unless the injured party could not have reasonably discovered, and did not discover, the basic facts supporting the claim within one year.

(v) **Covered Parties.** The duties to mediate and arbitrate shall extend to any director, officer, employee, shareholder, principal agent, trustee in bankruptcy or otherwise, affiliate, subsidiary, third-party beneficiary, or guarantor of a party making or defending a claim that would otherwise be subject to this Section. Unless the context otherwise requires, references to party or parties within this Section shall include the foregoing persons, provided, however, that the specific provisions regarding the allocation of costs in paragraph (ii).B. shall not preclude any rights to indemnification, reimbursement, contribution or other similar benefits held by the foregoing persons.

(vi) **Severability.** If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate and arbitrate or any other part of this Section.

12.02. **Facsimile Signatures.** In addition to the use of facsimile signatures which these Bylaws specifically authorize, the Corporation may use such facsimile signatures of any officer or officers, agents or agent, of the Corporation as the Board or a committee of the Board may authorize.

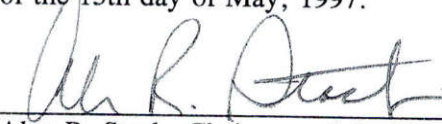
12.03. **Corporate Seal.** The Board may provide for a suitable seal containing the name of the Corporation, of which the Secretary shall be in charge. The Treasurer, any Assistant Secretary, or any Assistant Treasurer may keep and use the seal or duplicates of the seal if and when the Board or a committee of the Board so directs. The absence of the corporate seal in the execution of any instrument by an authorized officer or officers of the Corporation shall not affect the validity of any such instrument. All documents, instruments, contracts, and writings of all kinds signed for the Corporation by any authorized officer or officers shall be as effective and binding on the Corporation without the corporate seal as if the execution had been evidenced by the corporate seal.

12.04. **Fiscal Year.** The Board shall have the authority to fix and change the fiscal year of the Corporation.

Section 13. **Amendments**

Subject to the provisions of the Certificate of Incorporation, the Shareholders or the Board may amend or repeal these Bylaws at any meeting or by written consent. The Secretary shall record all amendments or repeals of these Bylaws by making the required changes on the Corporation's copy of the Bylaws and either noting the effective time of the change (and all other changes following the last restatement of the Bylaws) in a parenthetical following the amended or deleted Section or restating and certifying an amended and restated version of the then effective Bylaws.

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the Bylaws of the Corporation as adopted by the Board on of the 15th day of May, 1997.



Alan R. Staab, Chairman of the Board

EXHIBIT D

Pro Forma Balance Sheet and Income Statement and Other Financial Information

JOY STATION PHASE I FINANCIAL SUMMARY

EXHIBIT D

Page 1 of 2



1) Storage Fee \$[]/mcf of MSQ; Commodity Charge \$[]/mcf withdrawn/injected

2) Assumes []% cost of debt

JOY STATION PHASE I FINANCIAL SUMMARY CONTINUED

Summary of Key Assumptions

Revenues	<ul style="list-style-type: none">Storage contract service revenue on firm natural gas storage capacityCommodity charge for injected and withdrawn volumesFuel Fees for injected and withdrawn volumes associated with compression costAsset optimization revenue (not included in table)
Operating Expenditures	<ul style="list-style-type: none">Compression cost based on average forward natural gas price of \$3.73/mcfFixed costs include labor and administrative
Capital Expenditures	<ul style="list-style-type: none">Includes regular maintenanceSoft costs fully funded at Financial Close in 4Q 2025
Capital Structure Assumptions	<ul style="list-style-type: none">~70% leverage on project-level debt formatConstruction plus 20-year termDebt sized based on DSCRs for contracted⁽²⁾ (1.4x) and uncontracted⁽²⁾ (2.0) cash flows

Summary of Pro Forma Financials⁽¹⁾⁽³⁾

Storage Capacity	2029E	2030E	2031E	2032E	2033E	2034E	2035E
Maximum Storage Capacity, bcf	2.4	2.4	2.4	2.4	2.4	2.4	2.4
Maximum Daily Quantity, mmscfd	160.0	160.0	160.0	160.0	160.0	160.0	160.0
(\$, Thousands)							
<u>Revenues</u>							
Firm Storage	\$4.8	\$9.9	\$10.2	\$10.5	\$10.7	\$11.1	\$11.4
Commodity Charge	\$0.2	\$0.7	\$0.7	\$0.7	\$0.8	\$0.8	\$0.8
Total Storage Revenue	5.1	10.6	10.9	11.2	11.5	11.8	12.2
(+) Fuel Fee	0.1	0.3	0.3	0.3	0.3	0.4	0.4
Total Revenue	\$5.1	\$10.9	\$11.2	\$11.5	\$11.8	\$12.2	\$12.5
<u>Operating Costs</u>							
Variable Costs	\$0.1	\$0.3	\$0.3	\$0.3	\$0.3	\$0.4	\$0.4
<i>Natural Gas (compression)</i>	<i>0.1</i>	<i>0.3</i>	<i>0.3</i>	<i>0.3</i>	<i>0.3</i>	<i>0.4</i>	<i>0.4</i>
Fixed Costs (incl. O&M / AM Fee)	0.3	0.6	0.6	0.6	0.6	0.6	0.6
Other Fixed Cash Costs	0.3	0.8	0.8	0.9	0.9	0.9	0.9
SG&A	0.9	1.8	1.8	1.9	1.9	2.0	2.0
Total Expenses	\$1.6	\$3.5	\$3.6	\$3.7	\$3.8	\$3.9	\$4.0
EBITDA	\$3.6	\$7.4	\$7.6	\$7.8	\$8.1	\$8.3	\$8.5
Change in Net Working Capital	(0.7)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)
Maintenance Capex	(0.0)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)
Cash Available for Debt Service	\$2.9	\$7.1	\$7.3	\$7.5	\$7.8	\$8.0	\$8.2
Release of Debt Service Reserve Account	—	0.2	0.2	0.2	0.2	0.3	0.3
Interest Expense	(4.6)	(4.6)	(4.6)	(4.5)	(4.4)	(4.3)	(4.2)
Prefunded Interest Expense	2.3	—	—	—	—	—	—
Principal Payment	(0.4)	(0.5)	(0.7)	(0.9)	(1.2)	(1.4)	(1.7)
Cash Available for Reserves	\$0.2	\$2.2	\$2.3	\$2.4	\$2.4	\$2.5	\$2.6
Memo: Cash Flow Available for Distributions	1.2	2.0	2.0	2.1	2.1	2.2	2.2
<u>Credit Metrics During Loan Term</u>				Min	Max	Avg	
EOP Total Debt / LTM EBITDA				0.3x	11.6x	5.1x	
EOP Total Debt / LTM CFADS				0.3x	13.4x	5.3x	
DSCR				1.4x	1.5x	1.4x	
PLCR				1.1x	4.6x	2.4x	
LLCR				1.2x	1.5x	1.3x	

1) Forecast reflects bi-annual debt service periods for a calendar year. Debt service payments in March and September.

2) Contracted cash flow includes all revenue from firm storage contracts during their contracted period. Uncontracted cash flow includes revenues beyond contracted term and fuel cost reimbursements.

3) Storage fee of \$[]/mcf of MSQ; Commodity Charge \$[]/mcf withdrawn/injected. Other service revenue and asset optimization revenue not included

EXHIBIT E

The Companies That GGSC is in the Process of Retaining to Construct
the Joy Station Facility and Their Background and Expertise in Their
Respective Fields of Construction

JOY STATION PROJECT INTEGRATION

An expert team of engineering and construction contractors

Golden Gas Service Company

Project Element	Above Ground Facilities	Below Ground	Leach Plant	Water and Gas Pipeline	Pipeline Interconnect
Design and Engineering				 	 <div>Kansas Gas Service[®] <small>A Division of ONE Gas</small></div>  
Design Coordination	(TBD)			 	
Construction Management	(TBD)				
Completions	(TBD)				

Not included in Scope of Project



Project Element in Scope of Joy Station Storage



Project Element not in Scope of Joy Station Storage

JOY STATION PROJECT DELIVERY PARTNERS

Proven Providers in the Natural Gas Storage Industry

Compression Facilities

Preferred Vendor Identified

- Best in class compression provider since 1980 capable of design, installation, and operation
- Over 1.5 million horsepower of gas compression operated and 10k+ compression solutions installed
- 20-year relationship with Golden Gas

Geology, Subsurface, Environment



- Experts in salt dome storage, solution mining, disposal wells and other geology and subsurface solutions since 1999. Services also include environmental permitting, compliance, engineering.
- Clients include ONEOK, Williams, NGL Energy Partners, and others

SWD⁽¹⁾ and Storage Cavern Drilling



- Experts in contract drilling, specialty drilling for solution mining, large diameter disposal well drilling for KDHE governed projects, and directional drilling for salt solution and natural gas companies.
- Established in 1943, oldest established drilling contractors in the state of Kansas

Off-Site Pipeline Construction



- Established in 1958. Capabilities include pipeline construction, compressor station facilities, wastewater storage and recycling.
- Has constructed pipelines for Golden Gas Alva Storage Facility

Facilities Engineering & Design



- Expertise in upstream and midstream facility design including compressor stations, natural gas storage, pipelines.
- Prior engineering experience includes NASA, the Nuclear Navy, Devon Energy, EOG Resources

Fresh Water and Brine Disposal

Preferred Vendor Identified

- Four years of experience constructing water disposal facilities for horizontal wells in the Permian Basin.
- Experience with high volume, large diameter disposal lines and facilities.

Preferred Contractors (TBD)
1) Saltwater Disposal Wells

EXHIBIT F

Proposed General Terms and Conditions and Initial Rate Tariff

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

Gas Storage Tariff

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Initial Volume No. 1

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

Sheet 1 of 3

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5.7.	Rate Schedules - IBS
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Issued	_____
Effective	Month Day Year
	upon KCC approval
By	Month Day Year
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

Gas Storage Tariff

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Initial Volume No. 1

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7.8.	Form(s) of Service Agreement-Umbrella Agmt for Repl Shippers.

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THE STATE CORPORATION COMMISSION OF KANSAS

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Gas Storage Tariff

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GAS STORAGE TARIFF

Initial Volume No. 1

of

GOLDEN GAS SERVICE COMPANY

filed with the

KANSAS CORPORATION COMMISSION

Communications Concerning this Tariff Should

be Addressed to:

Alan R. Staab, President
Golden Gas Service Company
2502 E. 21st Street, Suite B
Tulsa, Oklahoma 74114
astaab@ggsc.com

Issued

Effective

By

Month	Day	Year
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Month	Day	Year
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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

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Gas Storage Tariff

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5.3

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5.6

IBS - Interruptible Balancing Service

5.7

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GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

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Gas Storage Tariff

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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff
Section 2
Preliminary Statement
Initial Volume No. 1

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

Sheet 1 of 1

Preliminary Statement

Golden Gas Service Company ("GGSC") is an Oklahoma Subchapter S corporation, engaged in the business of developing and operating underground natural gas storage facilities and providing natural gas storage service in intrastate commerce under the jurisdiction of the Kansas Corporation Commission ("KCC"). The facilities operated by GGSC consist of natural gas storage facilities located in Kiowa County, Kansas.

This Initial Gas Storage Tariff contains the Rate Statements, Rate Schedules, and General Terms and Conditions applicable to open-access firm and interruptible storage services and interruptible hub services performed by GGSC through its facilities in Kiowa County, Kansas.

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THE STATE CORPORATION COMMISSION OF KANSAS

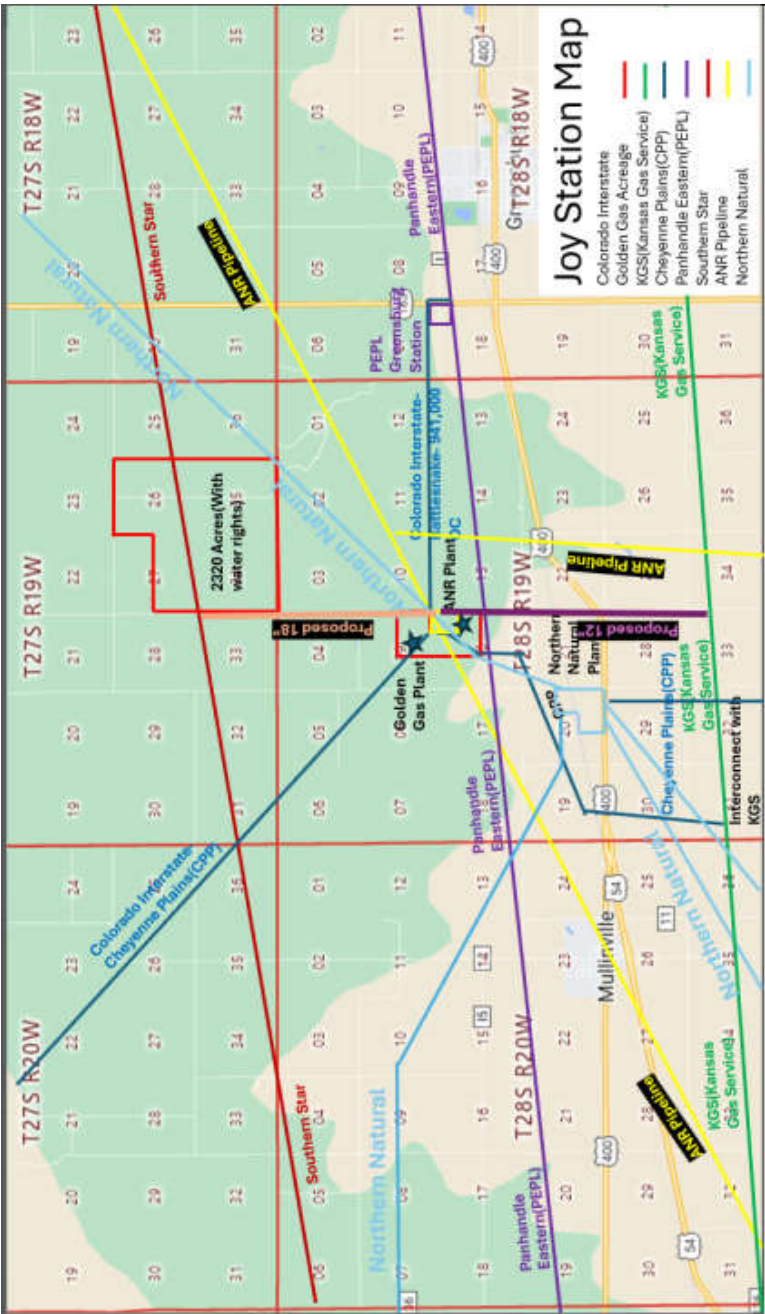
GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
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(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 4
Currently Effective Rates
Initial Volume No. 1

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Sheet 1 of 1

This section contains GGSC's currently effective rates.

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GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

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Gas Storage Tariff

Section 4.1

Currently Effective Rates - FSS

Initial Volume No. 1

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

Sheet 1 of 2

Rate Statement FSS - Firm Storage Service*

Monthly Storage Reservation Charge Market Based/Negotiable \$/Dth

Payment is equal to the Monthly Storage Reservation Charge specified in Shipper's executed FSS Service Agreement multiplied by the MSQ.

Injection Charge Market Based/Negotiable \$/Dth

Payment is equal to the Injection Charge specified in Shipper's executed FSS Service Agreement multiplied by the Dth quantity delivered by Shipper during a given Month.

Withdrawal Charge Market Based/Negotiable \$/Dth

Payment is equal to the Withdrawal Charge specified in Shipper's executed FSS Service Agreement multiplied by the Dth quantity withdrawn by Shipper during a given Month.

Excess Injection Charge Market Based/Negotiable \$/Dth

Payment is equal to the Excess Injection Charge multiplied by the Dth quantity injected for Shipper's account as Excess Injection Gas during a given Month.

Excess Withdrawal Charge Market Based/Negotiable \$/Dth

Payment is equal to the Excess Withdrawal Charge multiplied by the Dth quantity withdrawn by Shipper as Excess Withdrawal Gas during a given Month.

Authorized Overrun Charge Market Based/Negotiable \$/Dth

Payment is equal to the Authorized Overrun Service Charge multiplied by the Dth quantity stored by Shipper as overrun gas in excess of MSQ during a given Month.

Fuel Retention Market Based/Negotiable \$/Dth or In-kind

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed FSS Service Agreement.

Storage Losses Market Based/Negotiable \$/Dth or In-kind

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed FSS Service Agreement.

Power Costs for Compression Market Based/Negotiable \$/Dth

Payment is equal to the EPC Charge set forth in Shipper's executed FSS Service Agreement during a given month.

Title Transfer Charge Market Based/Negotiable \$/Dth

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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 4.1
Currently Effective Rates - FSS
Initial Volume No. 1

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 2

Payment is equal to the Title Transfer Charge multiplied by the Dth quantity transferred by Shipper pursuant to Section 6.13 of the General Terms and Conditions during a given Month.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed FSS Service Agreement and all other applicable surcharges, including, but not limited to, the ACA unit charge pursuant to Section 6.9 of the General Terms and Conditions, shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 4.2

Currently Effective Rates - ISS

Initial Volume No. 1

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

Sheet 1 of 1

Rate Statement ISS - Interruptible Storage Service*

Monthly Storage Capacity Charge Market Based/Negotiable \$/Dth

Payment is equal to the Monthly Storage Capacity Charge specified in the Shipper's executed ISS Service Agreement multiplied by the aggregate quantity stored for Shipper's account during the Month.

Injection Charge Market Based/Negotiable \$/Dth

Payment is equal to the Injection Charge specified in Shipper's executed ISS Service Agreement multiplied by the Dth quantity delivered for injection by the Shipper during a given Month.

Withdrawal Charge Market Based/Negotiable \$/Dth

Payment is equal to the Withdrawal Charge specified in Shipper's executed ISS Service Agreement multiplied by the Dth quantity withdrawn by Shipper during a given Month.

Fuel Retention Market Based/Negotiable \$/Dth or In-kind

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed ISS Service Agreement.

Storage Losses Market Based/Negotiable \$/Dth or In-kind

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth, on a monthly basis as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed ISS Service Agreement.

Power Costs for Compression Market Based/Negotiable \$/Dth

Payment is equal to the EPC Charge set forth in Shipper's executed ISS Service Agreement during a given month.

Title Transfer Charge Market Based/Negotiable \$/Dth

Payment is equal to the Title Transfer Charge multiplied by the Dth quantity transferred by Shipper pursuant to Section 6.13 of the General Terms and Conditions during a given Month.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed ISS Service Agreement and all other applicable surcharges, including, but not limited to, the ACA unit charge pursuant to Section 6.9 of the General Terms and Conditions, shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

Issued

Effective

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Month	Day	Year
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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 4.3

Currently Effective Rates - PKS

Initial Volume No. 1

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

Sheet 1 of 1

Rate Statement PKS - Interruptible Park Service*

Park Charge	Market Based/Negotiable	\$/Dth/time period
-------------	-------------------------	--------------------

Park Injection Charge	Market Based/Negotiable	\$/Dth/time period
-----------------------	-------------------------	--------------------

Park Withdrawal Charge	Market Based/Negotiable	\$/Dth/time period
------------------------	-------------------------	--------------------

Payment is equal to the Park Charge multiplied by Shipper's Maximum Park Quantity, plus the Park Injection Charge multiplied by the quantity injected, plus the Park Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Shipper's executed PKS Service Agreement.

Fuel Retention	Market Based/Negotiable	\$/Dth or In-kind
----------------	-------------------------	-------------------

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed PKS Service Agreement.

Power Costs for Compression	Market Based/Negotiable	\$/Dth
-----------------------------	-------------------------	--------

Payment is equal to the EPC Charge set forth in Shipper's executed Service Agreement during a given month.

Title Transfer Charge	Market Based/Negotiable	\$/Dth
-----------------------	-------------------------	--------

Payment is equal to the Title Transfer Charge multiplied by the Dth quantity transferred by Shipper pursuant to Section 6.13 of the General Terms and Conditions during a given Month.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed PKS Service Agreement and all other applicable surcharges, including, but not limited to, the ACA unit charge pursuant to Section 6.9 of the General Terms and Conditions, shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 4.4

Currently Effective Rates - AVS

Initial Volume No. 1

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

Sheet 1 of 1

Rate Statement AVS - Interruptible Loan Service*

Loan Charge	Market Based/Negotiable	\$/Dth/time period
-------------	-------------------------	--------------------

Loan Injection Charge	Market Based/Negotiable	\$/Dth/time period
-----------------------	-------------------------	--------------------

Loan Withdrawal Charge	Market Based/Negotiable	\$/Dth/time period
------------------------	-------------------------	--------------------

Payment is equal to the Loan Charge multiplied by Shipper's Maximum Loan Quantity, plus the Loan Injection Charge multiplied by the quantity injected, plus the Loan Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Shipper's executed AVS Service Agreement.

Fuel Retention	Market Based/Negotiable	\$/Dth or In-kind
----------------	-------------------------	-------------------

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed AVS Service Agreement.

Power Costs for Compression	Market Based/Negotiable	\$/Dth
-----------------------------	-------------------------	--------

Payment is equal to the EPC Charge set forth in Shipper's executed Service Agreement during a given month.

Title Transfer Charge	Market Based/Negotiable	\$/Dth
-----------------------	-------------------------	--------

Payment is equal to the Title Transfer Charge multiplied by the Dth quantity transferred by Shipper pursuant to Section 6.13 of the General Terms and Conditions during a given Month.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed AVS Service Agreement and all other applicable surcharges, including, but not limited to, the ACA unit charge pursuant to Section 6.9 of the General Terms and Conditions, shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

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KANSAS GAS OPERATIONS

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Gas Storage Tariff

Section 4.6

Currently Effective Rates - IBTS

Initial Volume No. 1

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

Sheet 1 of 1

Rate Statement IBTS - Interruptible Imbalance Trading Service*

Imbalance Trading Charge

Market Based/ Negotiable

\$/Dth/time period

Payment is equal to the Imbalance Trading Charge specified in Shipper's executed IBTS Service Agreement multiplied by Shipper's imbalance quantity traded.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed IBTS Service Agreement and all other applicable surcharges shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

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Gas Storage Tariff

Section 4.7

Currently Effective Rates - IBS

Initial Volume No. 1

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

Sheet 1 of 1

Rate Statement IBS - Interruptible Balancing Service*

Balancing Charge	Market Based/Negotiable	\$/Dth/time period
------------------	-------------------------	--------------------

Balancing Injection Charge	Market Based/Negotiable	\$/Dth/time period
----------------------------	-------------------------	--------------------

Balancing Withdrawal Charge	Market Based/Negotiable	\$/Dth/time period
-----------------------------	-------------------------	--------------------

Payment is equal to the Balancing Charge multiplied by Shipper's balance quantity, plus the Balancing Injection Charge multiplied by the quantity injected, plus the Balancing Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Shipper's executed IBS Service Agreement.

Fuel Retention	Market Based/Negotiable	\$/Dth or In-kind
----------------	-------------------------	-------------------

This amount of gas is to be reimbursed by Shipper in kind or in dollars per Dth as determined pursuant to the General Terms and Conditions of this KCC Gas Storage Tariff or Shipper's executed IBS Service Agreement.

Power Costs for Compression	Market Based /Negotiable	\$/Dth
-----------------------------	--------------------------	--------

Payment is equal to the EPC Charge set forth in Shipper's executed IBS Service Agreement during a given month.

All applicable taxes set forth in either the General Terms and Conditions of this KCC Gas Storage Tariff or the executed IBS Service Agreement and all other applicable surcharges, including, but not limited to, the ACA unit charge pursuant to Section 6.9 of the General Terms and Conditions, shall also be paid by Shipper.

*All quantities of gas are measured in dekatherms (Dth).

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Gas Storage Tariff
Section 5
Rate Schedules
Initial Volume No. 1

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Sheet 1 of 1

This section contains GGSC's rate schedules.

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Gas Storage Tariff

Section 5.1

Rate Schedules - FSS

Initial Volume No. 1

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

Sheet 1 of 5

Rate Schedule FSS - Firm Storage Service

1. AVAILABILITY

Service under this Rate Schedule is available for any Shipper for the purchase of firm natural gas storage service from GGSC, provided that:

- (a) GGSC has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed a firm storage service agreement ("FSS Service Agreement") with GGSC;
- (c) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the storage service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule shall be subject to a determination by GGSC that service requested hereunder shall not cause a reduction in GGSC's ability to provide other firm services;
- (e) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff; and
- (f) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions of Service, and Shipper's FSS Service Agreement, GGSC shall:

- (a) inject quantities received by GGSC from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage," on a daily basis up to the Maximum Daily Injection Quantity ("MDIQ"), not to exceed the Maximum Storage Quantity ("MSQ") set forth in Shipper's FSS Service Agreement, less sufficient quantities for Fuel Retention;
- (b) store quantities received by GGSC from or on behalf of Shipper and designated by Shipper, up to the MSQ set forth in Shipper's FSS Service Agreement;
- (c) deliver to Shipper thermally equivalent quantities of gas, on a daily basis up to the Maximum Daily Withdrawal Quantity ("MDWQ") not to exceed the MSQ set forth in Shipper's FSS Service Agreement, provided that GGSC shall not be obligated under this Rate Schedule on any Day to deliver gas in excess of the Storage Inventory quantities then held in storage for Shipper.

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

Sheet 2 of 5

- 2.2 Service rights under an FSS Service Agreement may be released in accordance with Section 6.16 of the General Terms and Conditions. Service to a Replacement Shipper under any such capacity release shall be subject to the provisions set forth in this Rate Schedule, the General Terms and Conditions, the FSS Service Agreement, the Umbrella Service Agreement for Replacement Shipper and any Addenda thereto. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the MSQ and the Maximum Daily Withdrawal Quantity/Maximum Daily Injection Quantity (MDWQ/MDIQ).
- 2.3 Shipper shall have the option of providing a quantity of Base Gas, as set forth in Exhibit A of Shipper's FSS Service Agreement.
- 2.4 Shipper shall be permitted to combine the firm injection, storage or withdrawal of gas available under this FSS Rate Schedule in any combination of the components of this service and with any other services available under any other Rate Schedules set forth in this KCC Gas Storage Tariff; and, provided, further, that priority for each such service shall be determined by the respective priority of the service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. OVERRUN SERVICE

- 3.1 Shipper may submit a nomination for injections in excess of its MDIQ or MHIQ ("Excess Injection Gas"), withdrawals in excess of its MDWQ or MHWQ ("Excess Withdrawal Gas") or storage in excess of its MSQ ("Authorized Overrun Service"). In the event that Shipper makes such a nomination, GGSC will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 6.12[2(B)] of the General Terms and Conditions, and (ii) using reasonable discretion, that GGSC can accommodate the request without detriment to GGSC's facilities and/or GGSC's ability to meet its firm obligations to other Shippers.
- 3.2 GGSC shall have the right to interrupt all or part of these authorized overrun quantities nominated as the operation of its facilities may require in GGSC's reasonable judgment, subject to Section 6.12 of the General Terms and Conditions of this Tariff.

4. RATES AND CHARGES

- 4.1 The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. For all service rendered under this Rate Schedule, each Month, Shipper shall pay GGSC the charges set forth below, unless otherwise mutually agreed to by GGSC and Shipper and specified in Shipper's FSS Service Agreement.
- (a) Storage Reservation Charge. A charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each Dth per Month of Shipper's MSQ.
- (b) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each Dth injected per Month, for Shipper's account, into GGSC's facilities pursuant to Section 5.1[2.1(a)] of this Rate Schedule.

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- (c) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each Dth withdrawn per Month, for Shipper's account, from GGSC's facilities pursuant to Section 5.1[2.1(b)] of this Rate Schedule.
- (d) Excess Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each Dth injected per Month, for Shipper's account, as Excess Injection Gas by Shipper pursuant to Section 5.1[3] of this Rate Schedule.
- (e) Excess Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS service Agreement, for each Dth withdrawn per Month, for Shipper's account, as Excess Withdrawal Gas by Shipper pursuant to Section 5.1[3] of this Rate Schedule.
- (f) Authorized Overrun Service Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each Dth stored in excess of Shipper's MSQ per Month pursuant to Section 5.1[3] of this Rate Schedule.
- (g) Fuel Retention. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per Dth for fuel used per Month in the provision of service provided in conjunction with the Agreement as set forth in Exhibit A of Shipper's FSS Service Agreement.
- (h) Storage Losses. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per Dth to account for losses incurred per Month in the provision of service in conjunction with the Agreement as set forth in Exhibit A of Shipper's FSS Service Agreement.
- (i) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (j) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.
- (k) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, to account for GGSC's costs of power for compression.

- 4.2 The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions and the Shipper's FSS Service Agreement.

5. AUTHORIZATION, RATES, TERMS AND CHANGES

- 5.1 Shipper's FSS Service Agreement and the respective obligations of GGSC and Shipper under this KCC Gas Storage Tariff are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the

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storage service contemplated herein and to construct and operate the gas storage facilities necessary to provide such storage service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Point(s) of Delivery necessary to effect the storage service provided herein.

- 5.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Shipper's FSS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of Shipper's FSS Service Agreement(s).

6. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GGSC is unable to receive or deliver the quantities provided for in the FSS Service Agreement with Shipper, then capacity, withdrawals and/or injections, will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

7. RIGHT OF FIRST REFUSAL

- 7.1 GGSC possesses pregranted abandonment authority and may discontinue service to Shipper at the end of any FSS Service Agreement's primary term, or any roll- over of Shipper's FSS Service Agreement, unless GGSC and Shipper mutually agree to include a right of first refusal ("ROFR") in the FSS Service Agreement and Shipper exercises its ROFR for the storage capacity covered by that agreement by matching the best bid offered to GGSC during an open season, conducted pursuant to Section 6.8[4] of the General Terms and Conditions, by any Potential Shipper. A Potential Shipper is "qualified," within the meaning of this Section, if that Shipper meets the creditworthiness criteria set forth in Section 6.5 of the General Terms and Conditions.
- 7.2 Not less than twelve (12) Months prior to the expiration of an FSS Service Agreement that includes a ROFR, Shipper must provide written notice to GGSC of its intent to exercise any ROFR provisions under the FSS Service Agreement. Failure by Shipper to give GGSC the notice specified in this section will result in the automatic abandonment of the service and the Shipper's right to storage capacity will cease at the end of the primary term.
- 7.3 In the event Shipper notifies GGSC in accordance with the terms of this Rate Schedule, not less than six (6) Months prior to the termination or expiration of an FSS Service Agreement that contains a ROFR, an open season will be held for the capacity under the expiring Service Agreement. This open season will be conducted pursuant to the terms and conditions set forth in Section 6.8[4] of the General Terms and Conditions.
- 7.4 Bids from qualified Potential Shippers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of a FSS Agreement that includes a ROFR must be received by GGSC within the timeframe set forth in the open season notice. Upon expiration of the open season, GGSC will select the best bid received from a qualified Potential Shipper and

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communicate the terms of that bid to Shipper, who may elect, within fifteen (15) Days, or such greater time as GGSC may specify, to execute a renewed FSS Service Agreement upon the same terms. In determining which bid for the capacity is the best, GGSC will use an objective, not unduly discriminatory methodology as set forth in Section 6.8[4] of the General Terms and Conditions.

- 7.5 If Shipper does not elect to match the terms of the best bid, its FSS Service Agreement will expire at the conclusion of its term and GGSC will be deemed to have all necessary abandonment authorization with respect to such Service. GGSC may enter into a new FSS Service Agreement with the qualified Potential Shipper who submitted the best bid.
- 7.6 Regardless of any bids received, GGSC shall retain the right to require a minimum rate or term of Service, which shall be market-based, for bids during any such open season.
- 7.7 If during the open season, GGSC receives no bids or rejects all bids, Shipper and GGSC may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the best bid by a qualified Potential Shipper during the open season.

8. EXPIRATION OF TERM

- 8.1 At least ninety (90) Days prior to the expiration of any primary term or renewed term of Shipper's FSS Service Agreement, GGSC and Shipper shall either agree on mutually acceptable terms by which GGSC shall agree to cash out the Storage Inventory and Base Gas or Shipper must physically withdraw the Storage Inventory and Base Gas before the end of the contract term. If, by midnight on the last Day of the contract term, Shipper has failed to withdraw such Storage Inventory and Base Gas, then GGSC may take, free and clear of any adverse claims or obligation to Shipper, title to such Storage Inventory and Base Gas; provided, however, that if Shipper was unable to withdraw its Storage Inventory and Base Gas quantities due to an interruption of Shipper's withdrawal service during the last sixty (60) days before termination, Shipper shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Storage Inventory and Base Gas quantities following the end of the contract term.
- 8.2 In the event that GGSC retains and takes title to any of Shipper's Storage Inventory and Base Gas pursuant to Section 6.16, GGSC shall dispose of such Storage Inventory and Base Gas by auction and shall credit net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are made a part hereof.

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Gas Storage Tariff

Section 5.2

Rate Schedules - ISS

Initial Volume No. 1

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

Sheet 1 of 5

Rate Schedule ISS - Interruptible Natural Gas Storage Service

1. AVAILABILITY

Service under this Rate Schedule is available from GGSC to any Shipper, provided that:

- (a) GGSC has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed an interruptible storage service agreement ("ISS Service Agreement") with GGSC;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule shall be subject to a determination by GGSC that service requested hereunder shall not cause a reduction in GGSC's ability to provide other higher priority services;
- (e) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff; and
- (f) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's ISS Service Agreement, GGSC shall:

- (a) inject quantities received by GGSC from or on behalf of Shipper and designated by Shipper for delivery to Shipper's account, up to the Maximum Storage Quantity ("MSQ") set forth in Shipper's ISS Service Agreement, less sufficient quantities for Fuel Retention;
- (b) store quantities received by GGSC from or on behalf of Shipper and designated by Shipper, up to the MSQ set forth in Shipper's ISS Service Agreement; and
- (c) deliver to Shipper thermally equivalent quantities of gas, up to the MSQ set forth in Shipper's ISS Service Agreement, provided that GGSC shall not be obligated under this Rate Schedule on any Day to deliver gas in excess of the Storage Inventory quantities then held in storage for Shipper.

2.2 Service provided under this Rate Schedule shall have the priority specified in Section 6.12 of the General Terms and Conditions in this KCC Gas Storage Tariff.

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

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- 2.3 Shipper shall not be permitted to increase its confirmed nomination quantities under this Rate Schedule, regardless of the quantities set forth in Shipper's ISS Service Agreement, if such increase would degrade service to a Shipper with equal or higher priority as set forth in Section 6.12 of the General Terms and Conditions in this KCC Gas Storage Tariff.
- 2.4 Service rights under an ISS Service Agreement may not be released.
- 2.5 To the extent storage capacity which is being utilized by an interruptible Shipper hereunder is needed by GGSC in order to satisfy GGSC's obligations to higher priority services or to meet system needs, GGSC shall require Shipper to withdraw all, or any portion of, the ISS storage quantities held in storage by GGSC for the account of Shipper as specified by GGSC. Unless GGSC otherwise agrees, Shipper shall be required to make ratable withdrawals. If Shipper fails to withdraw such ISS storage quantities, GGSC may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Shipper was instructed to withdraw. GGSC's notice to Shipper may be given via telephone, but shall be confirmed in writing via EDM to Shipper.

In the event that GGSC retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 5.2[2.5], GGSC shall dispose of such Storage Inventory by auction and shall credit net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. RATES AND CHARGES

- 3.1 The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for interruptible storage service under this Rate Schedule shall include the applicable storage rate components set forth in the Section 4.2 and as described below.
- (a) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's ISS Service Agreement, for each Dth injected per Month, for Shipper's account, into GGSC's facilities pursuant to Section 5.2[2.1(a)] of this Rate Schedule.
- (b) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's ISS Service Agreement, for each Dth withdrawn per Month, for Shipper's account, from GGSC's facilities pursuant to Section 5.2[2.1(c)] of this Rate Schedule.
- (c) Capacity Charge. A charge, as set forth in Exhibit A of the Service Agreement, multiplied by the absolute value(s) of Shipper's Storage Inventory(s) on each Day of the Month, as the case may be.
- (d) Fuel Retention. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per Dth for fuel used per Month in the provision of service provided in conjunction with the Agreement, as set forth in Exhibit A of Shipper's ISS Service Agreement.
- (e) Storage Losses. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per Dth to account for losses incurred per Month in the provision of service in

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conjunction with the Agreement as set forth in Exhibit A of Shipper's ISS Service Agreement.

- (f) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (g) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.
- (h) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's ISS Service Agreement, to account for GGSC's costs of power for compression.

4. MONTHLY BILL

The monthly bill for interruptible storage service shall reflect the applicable charges set forth under Section 5.2[3] of this Rate Schedule at rates set forth in Shipper's ISS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's ISS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Shipper's ISS Service Agreement and the respective obligations of the parties hereunder are subject to all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the storage service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point of Receipt/Delivery necessary to effect the service provided for herein.
- 6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed ISS Service Agreement, Shipper's ISS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

7. CURTAILMENT

- 7.1 If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in the ISS Service Agreement with Shipper, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

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- 7.2 In the event that GGSC determines, in its reasonable judgment, that some or all Interruptible storage service(s) under this Rate Schedule must be interrupted in order to satisfy GGSC's obligations to Firm storage service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of GGSC's system, GGSC will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via EDM, on a price basis, where lower price services will be interrupted before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.
- 7.3 If Shipper fails to comply with the notice given in accordance with the section above, GGSC shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Henry Hub" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Henry Hub" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 GGSC may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 Dth to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by GGSC to Shipper via EDM. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period.
- 7.5 In the event that the prices referenced in this Section 5.2[7] are no longer available or valid, GGSC will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, GGSC will file to change its tariff to incorporate that posting.

8. EXPIRATION OF TERM

- 8.1 At least thirty (30) Days prior to the expiration of any primary term or renewed term of Shipper's ISS Service Agreement, GGSC shall notify Shipper to withdraw all Interruptible Storage Inventory held by GGSC for Shipper's account. GGSC's notice to Shipper may be given verbally but shall be confirmed in writing via EDM to Shipper. Within ten (10) Days of such notice, GGSC and Shipper shall either agree on mutually acceptable terms by which GGSC shall agree to cash out the Interruptible Storage Inventory or Shipper must physically withdraw the Interruptible Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Shipper has failed to withdraw such Interruptible Storage Inventory, then GGSC may take, free and clear of any adverse claims or obligation to Shipper, title to such Interruptible Storage Inventory; provided, however, that if Shipper was unable to withdraw its Interruptible Storage Inventory quantities due to an interruption of Shipper's withdrawal service during the last twenty (20) days before termination, Shipper shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Interruptible Storage Inventory quantities following the end of the contract term.
- 8.2 In the event that GGSC retains and takes title to any of Shipper's Interruptible Storage Inventory pursuant to this Section 5.2[8], GGSC shall dispose of such Interruptible Storage Inventory by auction

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Gas Storage Tariff
Section 5.2
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and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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Rate Schedule PKS - Interruptible Park Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of interruptible park service ("PKS") from GGSC, provided that:

- (a) GGSC has determined that it has sufficient operationally available storage capacity, park or unpark capacity to perform service requested by Shipper;
- (b) GGSC has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) Shipper and GGSC have executed a PKS Service Agreement under this Rate Schedule;
- (d) Shipper accepts responsibility for arranging any transportation service required for utilization of the park service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all PKS service rendered by GGSC to Shipper at GGSC's facilities located in Kiowa County, Kansas pursuant to an executed PKS Service Agreement.

- (a) PKS service rendered by GGSC to Shipper under this Rate Schedule shall consist of the park, storage, and unpark and delivery of Shipper's gas, on an interruptible basis, by GGSC. Service under this Rate Schedule includes:
 - (i) The daily park of Shipper's gas per Shipper's nomination up to the Maximum Daily Park Quantity ("MDPQ") stated in Exhibit A of the PKS Service Agreement with Shipper, provided that all higher priority service nominations for park have been satisfied, that Shipper's Park Quantity is less than the Maximum Park Quantity set forth in Exhibit A of the PKS Service Agreement, and Shipper delivers the nominated quantity plus fuel reimbursement to the Point(s) of Receipt located on GGSC's system, provided Shipper's Park Balance has not exceeded Shipper's Maximum Park Quantity;
 - (ii) The storage of gas in amounts up to Shipper's Maximum Park Quantity provided that all high priority service storage needs have been satisfied; and
 - (iii) The daily withdrawal and delivery of Shipper's gas per Shipper's nomination to the Point(s) of Delivery located on GGSC's system up to Shipper's Maximum Daily Unpark Quantity ("MDUQ") stated in Exhibit A of the PKS Service Agreement with Shipper, provided that all

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high priority service nominations for unpark have been satisfied, and that Shipper has sufficient gas stored in Shipper's Park Balance.

- 2.2 To the extent storage capacity which is being utilized by an interruptible Shipper hereunder is needed by GGSC in order to satisfy GGSC's obligations to higher priority services, GGSC shall require Shipper to unpark all, or any portion of, the PKS gas quantities held in storage by GGSC for the account of Shipper as specified by GGSC. Unless GGSC otherwise agrees, Shipper shall be required to make ratable unparks. If Shipper fails to unpark such PKS Park Balance, then GGSC may take, free and clear of any adverse claims, title to such PKS Park Balance as Shipper was instructed to unpark. GGSC's notice to Shipper may be given verbally, but shall be confirmed in writing via EDM to the customer. In the event that GGSC retains and takes title to any of Shipper's gas pursuant to this section, GGSC shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.
- 2.3 Shipper shall be permitted to combine the Interruptible park, storage, or unpark and delivery of gas available under this Rate Schedule with any service available under any other Rate Schedule set forth in this KCC Gas Storage Tariff; provided, however, such combined services shall be subject to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff; and, provided, further, that priority for each such service shall be determined by the respective priority of that service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for PKS service under this Rate Schedule shall include the applicable park rate components set forth in Section 4.3 and as described below:

- (a) Interruptible Park Charge. A charge for each Dth of Shipper's Maximum Park Quantity as set forth in Exhibit A of Shipper's PKS Service Agreement.
- (b) Interruptible Park Injection Charge. A charge for each Dth of Shipper's gas injected into GGSC facilities pursuant to Section 5.3[2.1(a)(i)] of this Rate Schedule during a given invoice period as set forth in Exhibit A of Shipper's PKS Service Agreement.
- (c) Interruptible Park Withdrawal Charge. A charge for each Dth of Shipper's gas withdrawn from GGSC's facilities pursuant to Section 5.3[2.1(a)(iii)] of this Rate Schedule during a given invoice period as set forth in Exhibit A of Shipper's PKS Service Agreement.
- (d) Fuel Retention. The amount of gas for fuel and losses determined in accordance with Section 6.9 of the General Terms and Conditions of this KCC Gas Storage Tariff and set forth in Exhibit A of Shipper's PKS Service Agreement.
- (e) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate

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Schedule.

- (f) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, park, storage, unpark and/or delivery of Shipper's Gas, including ad valorem taxes.
- (g) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's PKS Service Agreement, to account for GGSC's costs of power for compression.

4. INVOICE

The invoice for interruptible park service shall reflect the applicable charges set forth under Section 5.3[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's PKS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's PKS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The PKS Service Agreement and the respective obligations of the parties hereunder are subject to all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, or requisite authorization for GGSC to provide the park service contemplated herein and to construct and operate the gas storage facilities necessary to provide such park service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the park service provided for herein.
- 6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the PKS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of the PKS Service Agreement(s).

7. CURTAILMENT

- 7.1 If, due to any cause whatsoever, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in Exhibit A of Shipper's PKS Service Agreement with Shipper, then capacity, unparks, and/or parks will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.
- 7.2 In the event that GGSC determines, in its sole discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy GGSC's obligations to Firm storage service Shippers,

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or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of GGSC's system, GGSC will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via EDM, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.

- 7.3 If Shipper fails to comply with the notice given in accordance with section above, GGSC shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Henry Hub" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Henry Hub" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 GGSC may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 Dth to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by GGSC to Shipper via EDM. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period.
- 7.5 In the event that the prices referenced in this Section 5.3[7] are no longer available or valid, GGSC will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, GGSC will file to change its tariff to incorporate that posting.

8. EXPIRATION OF TERM

- 8.1 At least ten (10) Business Days prior to the expiration of the term as specified in Shipper's PKS Service Agreement, GGSC shall notify Shipper to unpark all of the PKS gas quantities held by GGSC for Shipper's account; provided, however, any Shipper's PKS Service Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but notice shall be deemed to have been given on the first Day of the primary term or the renewed term of such PKS Service Agreement. GGSC's notice to Shipper may be given verbally but shall be confirmed in writing via EDM to Shipper. Within two (2) Business Days of such notice, GGSC and Shipper shall either agree on mutually acceptable terms by which GGSC shall agree to cash out the PKS gas quantities or Shipper must physically unpark the PKS gas quantities before the end of the contract term. If, by midnight on the last Day of the contract term, Shipper has failed to unpark such PKS gas quantities, then GGSC may take, free and clear of any adverse claims or obligation to Shipper, title to such PKS gas quantities; provided, however, that if Shipper was unable to unpark its PKS gas quantities due to an interruption of Shipper's unpark service during the last five (5) days before termination, Shipper shall be allowed an additional number of days, corresponding to the period of interruption of its unpark service to unpark its PKS gas quantities following the end of the contract term.
- 8.2 In the event that GGSC retains and takes title to any of Shipper's gas pursuant to this Section 5.3[8], GGSC shall dispose of such gas by auction and shall credit the net proceeds received from such

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auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this PKS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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Rate Schedule AVS - Interruptible Loan Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of interruptible natural gas loan ("AVS") service from GGSC, provided that:

- (a) GGSC has determined that it has sufficient operationally available storage capacity, loan or loan payback capacity to perform service requested by Shipper;
- (b) GGSC has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) Shipper and GGSC have executed an AVS Service Agreement under this Rate Schedule;
- (d) Shipper accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all AVS service rendered by GGSC to Shipper at GGSC's facilities located in Kiowa County, Kansas pursuant to an executed AVS Service Agreement.
- 2.2 AVS service rendered by GGSC to Shipper under this Rate Schedule shall consist of the advancement to Shipper, upon nomination and subsequent confirmation, of daily quantities of gas in storage up to Shipper's Maximum Daily Loan Quantity ("MDLQ") stated in Exhibit A of the AVS Service Agreement with Shipper, provided that all higher priority service nominations for loan have been satisfied and system needs allow. Shipper agrees to replace the borrowed quantities of gas to GGSC at a time to be agreed upon as set forth in Exhibit A of the AVS Service Agreement. If Shipper fails to replace or replenish gas advanced by GGSC to Shipper under this Rate Schedule at the agreed upon time, GGSC may purchase replacement gas and Shipper shall pay GGSC the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by GGSC or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by GGSC to secure such replacement gas, including to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.
- 2.3 To the extent gas which is advanced to an interruptible Shipper hereunder is needed by GGSC in order to satisfy GGSC's obligations to higher priority services or to meet system needs, GGSC may at its sole discretion and upon giving notice to Shipper, interrupt the continuation of any or all services hereunder and require Shipper to replace or replenish all, or any portion, of the AVS gas quantities

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borrowed by Shipper at a time to be agreed upon. Unless GGSC otherwise agrees, Shipper shall be required to make ratable loan paybacks. If Shipper fails to replace or replenish borrowed gas to GGSC at the agreed upon time, GGSC may purchase replacement gas and Shipper shall pay GGSC the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by GGSC or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by GGSC to secure such replacement gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.

- 2.4 Shipper shall be permitted to combine the AVS service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this KCC Gas Storage Tariff; provided, however, such combined services shall be subject to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for AVS service under this Rate Schedule shall include the applicable loan rate components set forth in Section 4.4 and as described below:

- (a) Interruptible Loan Charge. A charge for each Dth of Shipper's Maximum Loan Quantity as set forth in Exhibit A of Shipper's AVS Service Agreement.
- (b) Interruptible Loan Injection Charge. A charge for each Dth of gas injected into GGSC's facilities pursuant to Section 5.4[2] of this Rate Schedule as set forth in Exhibit A of Shipper's AVS Service Agreement.
- (c) Interruptible Loan Withdrawal Charge. A charge for each Dth gas withdrawn from GGSC's facilities pursuant to Section 5.4[2] of this Rate Schedule as set forth in Exhibit A of Shipper's AVS Service Agreement.
- (d) Fuel Retention. The amount of gas for fuel and losses determined in accordance with Section 6.9 of the General Terms and Conditions of this KCC Gas Storage Tariff and set forth in Exhibit A of Shipper's AVS Service Agreement.
- (e) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (f) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, loan payback, storage, loan and/or delivery of Shipper's Gas, including ad valorem taxes.

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- (g) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's AVS Service Agreement, to account for GGSC's costs of power for compression.

4. INVOICE

The invoice for interruptible loan service shall reflect the applicable charges set forth under Section 5.4[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's AVS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the Shipper's AVS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The AVS Service Agreement and the respective obligations of the parties hereunder are subject to all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the loan service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such loan service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the AVS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of the AVS Service Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in Exhibit A of the AVS Service Agreements with Shipper, then capacity, loans, and/or loan paybacks will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this AVS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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Rate Schedule IWS - Interruptible Wheeling Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of interruptible natural gas wheeling ("IWS") service from GGSC, provided that:

- (a) GGSC has determined that it has sufficient operationally available interruptible wheeling, receipt and delivery capacity to perform service requested by Shipper;
- (b) GGSC has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) Shipper and GGSC have executed an IWS Service Agreement under this Rate Schedule;
- (d) Shipper accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all IWS service rendered by GGSC to Shipper at GGSC's facilities located in Kiowa County, Kansas, pursuant to an executed IWS Service Agreement.
- 2.2 IWS service rendered by GGSC to Shipper under this Rate Schedule shall consist of the transportation of gas, on an interruptible basis, by GGSC for Shipper on GGSC's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.
- 2.3 GGSC shall, on an interruptible basis, receive for Shipper at Point(s) of Receipt located on GGSC's system, and shall transport and deliver at the Point(s) of Delivery located on GGSC's system daily quantities of gas up to Shipper's interruptible Maximum Daily Wheeling Quantity; provided, however, GGSC shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.
- 2.4 Shipper shall be permitted to combine the IWS service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this KCC Gas Storage Tariff; provided, however, such combined service shall be subject to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

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- 2.5 The transportation of gas in amounts up to the Shipper's Maximum Daily Wheeling Quantity, as specified in Exhibit A of the Shipper's IWS Service Agreement, shall be available only in the event that all higher priority service needs have been satisfied.

3. RATES AND CHARGES

- 3.1 The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for interruptible wheeling service under this Rate Schedule shall include the applicable wheeling rate components set forth in Section 4.5 and as described below:

- (a) Interruptible Wheeling Charge. A charge for each Dth wheeled by GGSC or the Shipper's Maximum Daily Wheeling Quantity, as applicable, as set forth in Exhibit A of Shipper's IWS Service Agreement.
- (b) Fuel Retention. The amount of gas for fuel and losses determined in accordance with Section 6.9 of this KCC Gas Storage Tariff and set forth in Exhibit A of Shipper's IWS Service Agreement.
- (c) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (d) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.
- (e) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's IWS Service Agreement, to account for GGSC's costs of power for compression.

4. INVOICE

The invoice for interruptible wheeling service shall reflect the applicable charges set forth under Section 5.5[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's IWS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's IWS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The IWS Service Agreement and the respective obligations of the parties hereunder are subject to all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the IWS contemplated hereby and to construct and operate the gas wheeling facilities necessary to provide such wheeling

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Section 5.5

Rate Schedules - IWS

Initial Volume No. 1

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

Sheet 3 of 3

service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

- 6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the IWS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of the IWS Service Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in Exhibit A of the IWS Service Agreement with Shipper, then wheeling capacity will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule IWS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 5.6

Rate Schedules - IBTS

Initial Volume No. 1

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

Sheet 1 of 3

Rate Schedule IBTS - Interruptible Imbalance Trading Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of interruptible natural gas imbalance trading ("IBTS") service from GGSC, provided that:

- (a) GGSC has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (b) Shipper and GGSC have executed an IBTS Service Agreement under this Rate Schedule;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the imbalance trading service provided under this Rate Schedule; and
- (d) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all IBTS service rendered by GGSC to Shipper at GGSC's facilities located in Kiowa County, Kansas pursuant to an executed IBTS Service Agreement.

2.2 IBTS service rendered by GGSC to Shipper under this Rate Schedule shall consist of the trading of imbalance quantities by GGSC for Shipper at agreed upon Point(s) of Receipt and Delivery on GGSC's system upon nomination by Shipper, and shall also permit the trading of imbalance quantities among Shippers. GGSC shall, on an interruptible basis, accept nominations from Shipper for Point(s) of Receipt and Point(s) of Delivery located on GGSC's system for quantities of gas up to the quantities set forth in Exhibit A of Shipper's IBTS Service Agreement, in order to permit Shipper to trade imbalances created under Rate Schedules set forth in this KCC Gas Storage Tariff. Further, GGSC, on an interruptible basis, shall permit Shipper with imbalance quantities, upon prior notification to GGSC, to trade such imbalance quantities with another Shipper, up to the quantities set forth in Exhibit A of Shipper's IBTS Service Agreement. Shipper shall be permitted to combine the IBTS service available under this Rate Schedule with any service available under any other Rate Schedule set forth in this KCC Gas Storage Tariff; provided, however, such combined services shall be subject to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for IBTS service under this Rate Schedule shall include the applicable imbalance trading rate components set forth in Section 4.6 and as described below:

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(Territory to which schedule is applicable)

Gas Storage Tariff

Section 5.6

Rate Schedules - IBTS

Initial Volume No. 1

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

Sheet 2 of 3

- (a) Interruptible Imbalance Trading Charge. A charge for each Dth scheduled and confirmed with GGSC as an imbalance trade, including imbalance quantities traded between Shippers as set forth in Exhibit A of Shipper's IBTS Service Agreement.
- (b) Fuel Retention. No fuel is required to perform GGSC's imbalance trading service.
- (c) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (d) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.

4. INVOICE

The invoice for IBTS service shall reflect the applicable charges set forth under Section 5.6[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's IBTS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's executed IBTS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The IBTS Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the imbalance trading service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such imbalance trading service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the imbalance trading service provided for herein.
- 6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the IBTS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of the IBTS Service Agreement(s).

7. CURTAILMENT

If, due to any cause whatsoever, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in Exhibit A of the IBTS Service Agreement with

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KANSAS GAS OPERATIONS

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Section 5.6

Rate Schedules - IBTS

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

Sheet 3 of 3

Shipper, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule IBTS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 5.7

Rate Schedules - IBS

Initial Volume No. 1

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

Sheet 1 of 5

Rate Schedule IBS - Interruptible Balancing Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of interruptible balancing ("IBS") service from GGSC, provided that:

- (a) GGSC has determined that it has sufficient operationally available gas or storage capacity, injection or withdrawal capacity to perform service requested by Shipper;
- (b) GGSC has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority service;
- (c) Shipper and GGSC have executed an IBS Service Agreement under this Rate Schedule;
- (d) Shipper accepts responsibility for arranging any transportation service required for utilization of the balancing service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that GGSC would be required to construct, modify, expand or acquire any facilities to enable GGSC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all IBS service rendered by GGSC to Shipper at GGSC's facilities located in Kiowa County, Kansas pursuant to an executed IBS Service Agreement.

2.2 IBS service rendered by GGSC to Shipper under this Rate Schedule shall consist of the injection, storage, and withdrawal and delivery of quantities of gas in order to manage imbalances created by Shipper under Rate Schedules set forth in this KCC Gas Storage Tariff. Service under this Rate Schedule includes:

- (a) The daily injection of Shipper's gas per Shipper's nomination which is in excess of the quantity of gas delivered to any Point(s) of Delivery per Shipper's nomination under Rate Schedules set forth in this KCC Gas Storage Tariff, provided that all higher priority service nominations for injection have been satisfied, that Shipper has Storage Capacity available and Shipper delivers the nominated quantity, plus fuel reimbursement, to the Point(s) of Receipt located on GGSC's system;
- (b) The storage of gas in amounts up to Shipper's interruptible Maximum Balance Quantity, provided that all higher priority service storage and system needs have been satisfied; or
- (c) The daily withdrawal and delivery of GGSC's or Shipper's gas per Shipper's nomination to the Point(s) of Delivery located on GGSC's system which is in excess of the quantity of gas received by GGSC at any Point(s) of Receipt per Shipper's nomination under Rate Schedules

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KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 5.7

Rate Schedules - IBS

Initial Volume No. 1

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

Sheet 2 of 5

set forth in this KCC Gas Storage Tariff, provided that all higher priority service nominations for withdrawal and system needs have been satisfied, and that Shipper or GGSC has sufficient gas stored in Interruptible Storage Inventory.

- 2.3 To the extent interruptible storage capacity or gas which is being utilized by an interruptible Shipper hereunder is needed by GGSC in order to satisfy GGSC's obligations to Firm Shippers, GGSC shall require Shipper to withdraw or repay all, or any portion of, the IBS gas quantities held or loaned by GGSC for the account of Shipper as specified by GGSC. Unless GGSC otherwise agrees, Shipper shall be required to make ratable injections or withdrawals. If Shipper fails to inject or withdraw such IBS storage gas, then GGSC may take, free and clear of any adverse claims, title to such IBS Storage Inventory as Shipper was instructed to withdraw. If Shipper fails to inject such IBS storage gas, then GGSC may purchase replacement gas and Shipper shall pay GGSC the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by GGSC or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by GGSC to secure such replacement gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas. GGSC's notice to Shipper may be given verbally, but shall be confirmed in writing via EDM to the Shipper. In the event that GGSC retains and takes title to any of Shipper's gas pursuant to this section, GGSC shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.
- 2.4 Shipper shall be permitted to combine the interruptible injection, storage, or withdrawal and delivery of gas available under this Rate Schedule with any service available under any other Rate Schedule set forth in this KCC Gas Storage Tariff; provided, however, such combined services shall be subject to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

3. RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by GGSC and Shipper. The rates and charges paid by Shipper for interruptible balancing service under this Rate Schedule shall include the applicable interruptible balancing rate components set forth in Section 4.7 and as described below:

- (a) Interruptible Balancing Charge. A charge for each Dth of gas stored in GGSC's facilities under this Rate Schedule as set forth in Exhibit A of Shipper's IBS Service Agreement.
- (b) Interruptible Balancing Injection Charge. A charge for each Dth of gas injected into GGSC's facilities pursuant to Section 5.7[2.2(a)] of this Rate Schedule during a given invoice period as set forth in Exhibit A of Shipper's IBS Service Agreement.
- (c) Interruptible Balancing Withdrawal Charge. A charge for each Dth of gas withdrawn from GGSC's facilities pursuant to Section 5.7[2.2(c)] of this Rate Schedule during a given invoice period as set forth in Exhibit A of Shipper's IBS Service Agreement.

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KANSAS GAS OPERATIONS

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Section 5.7

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

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- (d) Fuel Retention. The amount of gas for fuel and losses determined in accordance with Section 6.9 of the General Terms and Conditions of this KCC Gas Storage Tariff and set forth in Exhibit A of Shipper's IBS Service Agreement.
- (e) Regulatory Fees and Charges. Shipper shall reimburse GGSC for all fees and charges, as required by the KCC or any other regulatory body, that are related to service provided under this Rate Schedule.
- (f) Taxes. In accordance with Section 6.15[7] of the General Terms and Conditions, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.
- (g) Power Costs for Compression. A usage charge, as set forth in Exhibit A of Shipper's IBS Service Agreement, to account for GGSC's costs of power for compression.

4. INVOICE

The invoice for interruptible balancing service shall reflect the applicable charges set forth under Section 5.7[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's IBS Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the IBS Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The IBS Service Agreement and the respective obligations of the parties hereunder are subject to all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the KCC, and any state or local governmental agency having jurisdiction, of requisite authorization for GGSC to provide the balancing service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such balancing service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the balancing service provided for herein.
- 6.2 GGSC shall have the right to propose to the KCC or other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the IBS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any negotiated rates between GGSC and its Shipper(s) shall remain in effect during the term of the IBS Services Agreement(s).

7. CURTAILMENT

- 7.1 If, due to any cause whatsoever, GGSC's capability to receive or deliver quantities is impaired so that GGSC is unable to receive or deliver the quantities provided for in Exhibit A of the IBS Service

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Sheet 4 of 5

Agreement with Shipper, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.

- 7.2 In the event that GGSC determines, in its sole discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy GGSC's obligations to Firm storage service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of GGSC's system, GGSC will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via EDM, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.
- 7.3 If Shipper fails to comply with the notice given in accordance with section above, GGSC shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Henry Hub" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Henry Hub" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 GGSC may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 Dth to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by GGSC to Shipper via EDM. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Henry Hub" index calculated during the thirty (30) Day period.
- 7.5 In the event that the prices referenced in this Section 5.7[7] are no longer available or valid, GGSC will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, GGSC will file to change its tariff to incorporate that posting.

8. EXPIRATION OF TERM

- 8.1 At least ten (10) Business Days prior to the end of the term as specified Shipper's IBS Service Agreement, GGSC shall notify Shipper to withdraw all of the IBS gas quantities held in storage by GGSC for the account of Shipper; provided, however, any Shipper's IBS Service Agreement that has a term of ten (10) business days or less shall not require such foregoing notice but shall be deemed to have been given upon the first day of the primary term or the renewed term of such IBS Service Agreement. GGSC's notice to Shipper may be given verbally, but shall be confirmed in writing via EDM to the Shipper. Before the end of the term of Shipper's IBS Service Agreement, the Shipper must either physically withdraw the gas or indicate to GGSC in writing that it desires to have GGSC cash out the gas on mutually agreeable terms. If, by midnight on the last Day of the term of Shipper's IBS Service Agreement, the Shipper neither has withdrawn the gas nor indicated in writing to GGSC that it desires to exercise the cash out option, then GGSC may take, free and clear of any adverse claims, title to such IBS balance quantity as Shipper was required to withdraw or cash out; provided,

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KANSAS GAS OPERATIONS

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Gas Storage Tariff

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

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however, that if Shipper was unable to withdraw its IBS balance quantity due to an interruption of Shipper's withdrawal service during the last ten days before termination, Shipper shall be allowed to withdraw its gas within a reasonable period following the end of the contract term.

- 8.2 In the event that GGSC retains and takes title to any of Shipper's gas pursuant to this section, GGSC shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 6.17 of the General Terms and Conditions of this KCC Gas Storage Tariff.

9. GENERAL TERMS AND CONDITIONS

The invoice for interruptible balancing service shall reflect the applicable charges set forth under Section 5.7[3] of this Rate Schedule at rates and terms set forth in Exhibit A of Shipper's IBS Service Agreement. Applicable provisions of the General Terms and Conditions of this KCC Gas Storage Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule IBS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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Gas Storage Tariff

Section 6

General Terms and Conditions

Initial Volume No. 1

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

Sheet 1 of 1

**This section contains the general terms and conditions of
GGSC's tariff.**

Except where stated otherwise, the General Terms and Conditions of GGSC's currently effective KCC Gas Storage Tariff shall apply to all natural gas services rendered by GGSC under any Service Agreement.

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Gas Storage Tariff

Section 6.1

GT&C - NAESB

Initial Volume No. 1

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

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North American Energy Standards Board ("NAESB") Standards

GGSC has adopted the Business Practices and Electronic Communications Standards , NAESB WGQ Version 3.2. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards Not Incorporated by Reference and their Location in the Tariff:

<u>NAESB Standard</u>	<u>Tariff Record</u>
1.2.3	Section 6.2, GT&C-Definitions
1.2.4	Section 6.2, GT&C-Definitions
1.2.6	Section 6.2, GT&C-Definitions
1.2.14	Section 6.2, GT&C-Definitions
1.2.15	Section 6.2, GT&C-Definitions
1.3.2(i-vi)	Section 6.12, GT&C-Nominations, Scheduling, and Priority of Service
1.3.5	Section 6.12, GT&C-Nominations, Scheduling, and Priority of Service
1.3.6	Section 6.12, GT&C-Nominations, Scheduling, and Priority of Service
1.3.7	Section 6.12, GT&C-Nominations, Scheduling, and Priority of Service
1.3.19	Section 6.12, GT&C-Nominations, Scheduling, and Priority of Service
3.3.17	Section 6.15, GT&C-Billing and Payment
5.3.1	Section 6.16, GT&C-Capacity Release
5.3.2	Section 6.16, GT&C-Capacity Release
5.3.3	Section 6.16, GT&C-Capacity Release
5.3.4	Section 6.16, GT&C-Capacity Release
5.3.7	Section 6.16, GT&C-Capacity Release
5.3.15	Section 6.16, GT&C-Capacity Release
5.3.24	Section 6.16, GT&C-Capacity Release
5.3.25	Section 6.16, GT&C-Capacity Release
5.3.44	Section 6.16, GT&C-Capacity Release
5.3.45	Section 6.16, GT&C-Capacity Release
5.3.48	Section 6.16, GT&C-Capacity Release
5.3.49	Section 6.16, GT&C-Capacity Release
5.3.53	Section 6.16, GT&C-Capacity Release
5.3.54	Section 6.16, GT&C-Capacity Release
5.3.56	Section 6.16, GT&C-Capacity Release
5.3.58	Section 6.16, GT&C-Capacity Release
5.3.60	Section 6.16, GT&C-Capacity Release

Standards Incorporated by Reference:

Additional Standards:

General:

Definition: 0.2.5

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

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Gas Storage Tariff

Section 6.1

GT&C - NAESB

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Creditworthiness:

Standards: 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions: 0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards: 0.3.18, 0.3.20, 0.3.21, 0.3.22

Location Data Download:

Standards: 0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Datasets: 0.4.4

Nominations Related Standards:

Definitions: 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards: 1.3.1, 1.3.3, 1.3.4, 1.3.8, 1.3.9*, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Flowing Gas Related Standards:

Definitions: 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Invoicing Related Standards:

Definition: 3.2.1

Standards: 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

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Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

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THE STATE CORPORATION COMMISSION OF KANSAS

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KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

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GT&C - NAESB

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Standards: 10.3.28, 10.3.29

Standards for which Waiver or Extension of Time to Comply:

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
0.4.1	Extension of Time
0.4.2	Extension of Time
0.4.3	Extension of Time
1.4.1	Extension of Time
1.4.2	Extension of Time
1.4.3	Extension of Time
1.4.4	Extension of Time
1.4.5	Extension of Time
1.4.6	Extension of Time
1.4.7	Extension of Time
2.4.1	Extension of Time
2.4.2	Extension of Time
2.4.3	Extension of Time
2.4.4	Extension of Time

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2.4.10	Extension of Time
2.4.11	Extension of Time
2.4.17	Extension of Time
2.4.18	Extension of Time
3.4.1	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
5.4.14	Extension of Time
5.4.15	Extension of Time
5.4.16	Extension of Time
5.4.17	Extension of Time
5.4.23	Extension of Time
5.4.24	Extension of Time
5.4.25	Extension of Time
5.4.26	Extension of Time
5.4.27	Extension of Time
10.3.1	Extension of Time
10.3.3	Extension of Time
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Gas Storage Tariff

Section 6.2

GT&C - Definitions

Initial Volume No. 1

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Definitions

1. Except where the context expressly states another meaning, the following terms, when used in this Tariff and in any service agreement thereunder, shall be construed to have the following meanings:
 - "Authorized Overrun Quantities" shall mean quantities of gas which GGSC agrees, in its reasonable judgment, to inject or withdraw for Shipper, in excess of Shipper's Maximum Daily Injection Quantity/Maximum Daily Withdrawal Quantity or Maximum Hourly Injection Quantity/Maximum Hourly Withdrawal Quantity, as established in Exhibit A of Shipper's Service Agreement.
 - "Base Gas" shall mean the gas required in the storage reservoir necessary to provide the pressure to cycle the working storage volumes, as set forth in the Service Agreement.
 - "Bcf means one billion (1,000,000,000) cubic feet.
 - "GGSC" shall mean Golden Gas Service Company.
 - "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psig and 60 degrees F (101.325 kPa and 15 degrees C, and dry).
 - "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.
 - "Contract Demand" shall mean the maximum daily quantity of gas set forth in the executed Service Agreement which GGSC shall be obligated to deliver to Shipper and which Shipper shall be entitled to receive from GGSC.
 - "Contract Year" shall mean the twelve (12) month period beginning on the date service under a Service Agreement commences and each subsequent twelve month period thereafter during the term of the Service Agreement.
 - "Critical Notices" shall mean information pertaining to GGSC conditions that affect scheduling or adversely affect scheduled storage services.
 - "Cubic Foot" shall mean the volume of gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psig, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.
 - "Day," or "Gas Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 AM central clock time (C.T.) including Saturdays, Sundays and Federal Banking Holidays, except that in the event that an obligation falls due on a Saturday, Sunday or Federal Banking Holiday the obligation shall be due on the next Business Day.

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- "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One Dekatherm of gas means the quantity of gas which contains one Dekatherm of heat energy.
- "Electronic Delivery Mechanism" or "EDM" shall mean the acceptable methods used to electronically transact business with GGSC.
- "Facility" shall mean the structure and facilities to be designed and constructed by GGSC for purposes of providing the Service(s) contemplated by the Service Agreement.
- "KCC" or "Commission" shall mean the Kansas Corporation Commission or any successor agency.
- "FERC" shall mean the Federal Energy Regulatory Commission or any successor agency.
- "Firm" shall mean Service provided under Rate Schedule FSS.
- "Force Majeure" shall mean an event of Force Majeure as specified in Section 6.22.8.
- "Fuel Reimbursement" shall have the meaning specified in Section 6.9.
- "GAAP" shall have the meaning assigned in Section 6.5[1(a)].
- "Gas" shall mean natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from wells and residue gas resulting from processing both casinghead gas and gas well gas.
- "Interruptible" shall mean that the storage, parking, loaning, wheeling, imbalance trading, or balancing services which are subject to interruption at any time by GGSC. A Shipper may be required to withdraw gas held in storage pursuant to Exhibit A of the applicable ISS, PKS, AVS, IWS, IBTS, and/or IBS Service Agreement(s), or provide gas to GGSC, should such capacity or quantities be required by a higher priority service.
- "Interruptible Storage Inventory" shall mean the quantity of gas in Shipper's account under Rate Schedule ISS.
- An "Intraday Nomination" is 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. (NAESB WQG Standard No. 1.2.4, V3.2)
- "Loan Balance" shall mean the quantity of gas, expressed in Dth, that GGSC has loaned to Shipper, provided that the Loan Balance shall never exceed Shipper's MLQ specified in Exhibit A of Shipper's AVS Service Agreement.
- "Material Adverse Change" shall mean a material change to (i) the business, property, condition (financial or otherwise), results of operations, or prospects of Shipper or any Shipper guarantor, including bankruptcy or other insolvency proceeding; (ii) a downgrade in Shipper's or Shipper's guarantor's credit

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rating, as established by Standard & Poor's or Moody's Investments Services, Inc.; or (iii) the validity or enforceability of the Service Agreement(s), any Shipper guaranty, or the rights or remedies of GGSC thereunder, which, in the reasonable judgment of GGSC, adversely affects either (A) the ability of Shipper or Shipper's guarantor to perform in a timely manner any of their respective obligations under the Service Agreement(s) or guaranty, as applicable, or (B) the rights of GGSC under either the Service Agreement(s) and/or Shipper's guaranty.

- "Maximum Daily Delivery Quantity" or "MDDQ" shall mean the maximum quantity of gas, expressed in Dths, specified in Exhibit A of Shipper's Service Agreement, as applicable, that Shipper may nominate and that GGSC shall deliver at a Point of Delivery at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GGSC in its sole and reasonable judgment, the maximum quantity may be delivered at rates of flow which deviate from constant hourly rates over the course of such Day.
- "Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of gas which Shipper is entitled to inject into the Facility on any Day, excluding Fuel Retention.
- "Maximum Daily Quantity" or "MDQ" shall mean the maximum daily quantity of gas set forth in the executed Service Agreement which GGSC shall be obligated to deliver to Shipper and which Shipper shall be entitled to receive from GGSC.
- "Maximum Daily Receipt Quantity" or "MDRQ" shall mean the maximum quantity of gas, expressed in Dths, specified in Exhibit A of Shipper's Service Agreement, as applicable, that Shipper may nominate and that GGSC shall receive at each Point of Receipt at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GGSC in its sole and reasonable judgment, the maximum quantity may be received at rates of flow which deviated from the constant hourly rates over the course of such Day.
- "Maximum Daily Wheeling Quantity" or "MDTQ" shall mean the maximum quantity of gas, expressed in Dths, specified in Exhibit A of Shipper's IWS Service Agreement that Shipper may nominate and that GGSC shall transport from a Point of Receipt to a Point of Delivery located on GGSC's system each Day at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement). As determined by GGSC in its sole and reasonable judgment, the maximum quantity may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.
- "Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of gas which Shipper is entitled to withdraw on any Day, excluding Fuel Retention.
- "Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of gas, expressed in Dth, that GGSC is obligated to loan to Shipper at GGSC's facilities located in Kiowa County, Kansas, as specified in Exhibit A of Shipper's AVS Service Agreement.
- "Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of gas, expressed in Dth, that Shipper is permitted to have in storage in GGSC's facilities located in Kiowa County, Kansas, at any given time as specified in Exhibit A of Shipper's PKS Service Agreement.

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- "Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of gas expressed in Dth, that Shipper is permitted to have in storage in GGSC's facilities located in Kiowa County, Kansas, at any given time as specified in the Shipper's Service Agreement.
- "Minimum Acceptable Credit Rating" shall have the meaning assigned in Section 6.5[2(a)]. "Month" shall mean a period beginning at 9:00 AM C.T. on the first Day of the calendar month and ending at 9:00 AM C.T. on the first day of the following month.
- "Monthly Base Gas Interest Rate" shall mean the prime rate of interest (as published in the Wall Street Journal), plus 2%, divided by 12 ((Prime Rate + 2%)/12).
- "NAESB" shall mean the North American Energy Standards Board.
- An "Operational Flow Order" ("OFO") is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order. (NAESB WGQ Standard No. 1.2.6, V3.2)
- "Overrun" shall mean any quantity that is not within Shipper's entitlements as set forth in Shipper's Firm Service Agreement. Such quantities shall be deemed Interruptible service.
- "Park Balance" shall mean the quantity of gas, expressed in Dth, that Shipper has in GGSC's storage facilities for Shipper's account, provided that the Park Balance shall never exceed Shipper's MPQ specified in Exhibit A of Shipper's PKS Service Agreement.
- "Party" shall mean GGSC or Shipper.
- "Point(s) of Delivery" shall mean the point(s) located on GGSC's system in Kiowa County, Kansas, where GGSC shall tender gas to Shipper.
- "Point(s) of Receipt" shall mean the point(s) located on GGSC's system in Kiowa County, Kansas where GGSC shall receive gas from Shipper.
- "Pooling" is (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or (2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points. (NAESB WGQ Standard No. 1.2.3, V3.2)
- "Potential Replacement Shipper" shall mean any individual or entity that desires to assume any released rights to capacity of Releasing Shipper.
- "Potential Shipper" shall mean any individual or entity that desires to execute a Service Agreement with GGSC.
- "Psig" shall mean pounds per square inch gauge.

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- "Qualifying Shipper" shall have the meaning ascribed in Section 6.17.
 - "Releasing Shipper" shall mean a Shipper that has agreed to release some or all of its rights under its FSS Service Agreement.
 - "Replacement Shipper" shall mean a Shipper who has assumed any released rights to capacity of a Releasing Shipper.
 - "Reservation Charge" shall have the meaning set forth in Shipper's executed Service Agreement.
 - "Service(s)" shall mean the injection, storage and withdrawal of gas, and any ancillary activities to be performed by GGSC for Shipper pursuant to a Service Agreement.
 - "Service Agreement" shall mean an FSS Service Agreement, or any of the agreements for Interruptible service (including all Exhibits), as such agreements are amended and supplemented from time to time.
 - "Shipper" or "Service Requester" shall mean any individual or entity executing a valid Service Agreement with the GGSC for Service(s) hereunder.
 - "Storage Inventory" shall mean the quantity of gas in Dth that a Shipper has in place at GGSC's storage facilities for Shipper's account, provided that the Storage Inventory shall never exceed Shipper's Maximum Storage Quantity.
 - "Title Transfer" is the change of title to gas between parties at a location. (NAESB WGQ Standard No. 1.2.14, V3.2)
 - "Title Transfer Tracking" is the process of accounting for the progression of title changes from party to party that does not affect a physical transfer of the gas. (NAESB WGQ Standard No. 1.2.15, V3.2)
 - "Transporter" shall mean an interconnecting pipeline designated to transport Shipper's gas to the Point(s) of Receipt or receive gas from the Point(s) of Delivery.
 - "Website" shall mean GGSC's designated site accessible via the public Internet's World Wide Web where electronic communication activities, excluding EDI, are made available.
2. Additional terms indicated by capitalization and utilized in this KCC Gas Storage Tariff shall have the meaning ascribed to them where first utilized.
3. The following terms, when used herein or in any service agreement incorporating these General Terms and Conditions, may be used interchangeably:
- "commodity charge" may be used interchangeably with the term "usage charge."
 - "contract demand" may be used interchangeably with the defined term "MDQ."

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- "demand charge" may be used interchangeably with the term "reservation charge."
- "injection point" may be used interchangeably with the term "receipt point."
- "withdrawal point" may be used interchangeably with the term "delivery point."
- "quantity(ies)" may be used interchangeably with the term "volume(s)."
- "reservation charge" may be used interchangeably with the term "demand charge."
- "usage charge" may be used interchangeably with the term "commodity charge."
- "volume(s)" may be used interchangeably with the term "quantity(ies)."
- "receipt point" may be used interchangeably with the term "injection point."
- "delivery point" may be used interchangeably with the term "withdrawal point."

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Gas Storage Tariff

Section 6.3

GT&C - Quality of Gas

Initial Volume No. 1

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

Sheet 1 of 1

Quality of Gas

1. Specifications. The gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter having the then-current most stringent quality specifications which receives or delivers such gas at the Point(s) of Receipt or Point(s) of Delivery located on GGSC's system, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:
 - (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum- forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, gas treating chemicals and well completion fluids and debris, which may become separated from the gas during the transportation thereof.
 - (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulphur per one hundred (100) cubic feet.
 - (c) The gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four percent (4%) by volume.
 - (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btus per cubic feet and not more than eleven hundred (1100) Btus per cubic feet.
 - (e) Have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F), nor less than forty degrees Fahrenheit (40 degrees F).
 - (f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of gas as determined by dew-point apparatus approved by the Bureau of Mines, or such other apparatus as may be mutually agreed upon.
2. Rejection of Gas. Either party shall be entitled to reject any gas tendered to it by the other party which does not meet the minimum specifications of Section 6.3[1] hereunder. Acceptance of such gas does not constitute any waiver of GGSC's right to refuse to accept similarly nonconforming gas. Shipper shall be liable for and indemnify GGSC against and reimburse GGSC for all losses, damages and liabilities of any nature incurred by GGSC and rising from Shipper's tender of natural gas at the Point(s) of Receipt not in conformance with the above specifications. GGSC shall be liable for and indemnify Shipper against and reimburse Shipper for all losses, damages and liabilities of any nature incurred by Shipper and rising from GGSC's tender of natural gas at the Point(s) of Deliver located on GGSC's system not in conformance with the above specifications.

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Gas Storage Tariff

Section 6.4

GT&C - Measurement

Initial Volume No. 1

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

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Measurement

1. The unit of measurement for the purpose of all quantities of gas wheeled or stored or delivered to and received from storage hereunder shall be one (1) Dth. The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now and from time to time amended or supplemented. All measurements of gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the gas received and delivered by GGSC hereunder shall be measured on "dry" basis rather than a fully saturated or "wet" basis. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, fifteen degrees Celsius (15 degrees C), and dry.
2. GGSC shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with orifice meters, recording gauges, or other types of meters of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of gas delivered hereunder. The retrieval of data, calibrating and adjustment of meters shall be done by GGSC or its agent.
3. Reservoir Pressure. GGSC and Shipper acknowledge that the pressure that exists in the underground reservoir ("Reservoir Pressure") that comprises a part of the Facility will vary as a function of the total volume of gas that resides therein from time to time. The Reservoir Pressure, in turn, will affect the total volume of gas that can be injected into or withdrawn from the Facility at any given point in time. Accordingly, GGSC reserves the right at all times to adjust the MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ) specified in the Service Agreement to reflect varying Reservoir Pressures, which adjustments ("Contract Quantity Adjustment") may have the effect of increasing or decreasing from time to time the otherwise applicable MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ); provided however that (i) no such Contract Quantity Adjustment shall become effective until the later of (A) three (3) Business Days after the receipt by Shipper of written notice from GGSC advising Shipper of such Contract Quantity Adjustment or (B) the date upon which such Contract Quantity Adjustment is to become effective, as specified by GGSC in such notice and (ii) for any given consecutive 12-Month period of the term of the Service Agreement (or the entire term of the Service Agreement, if such term is for a period of less than 12 Months), the aggregate of all Contract Quantity Adjustments occurring during such 12-Month period shall not have the effect of reducing the average MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ) in effect during such 12-Month period below the otherwise applicable MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ).

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THE STATE CORPORATION COMMISSION OF KANSAS

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Creditworthiness

1. Credit Information.

- (a) A Shipper or Potential Shipper shall provide as reasonably requested by GGSC: (i) complete and current financial statements, including annual reports, 10K reports or other filings with regulatory agencies, prepared in accordance with generally accepted accounting principles ("GAAP"), or for non U.S.-based Shippers, prepared in accordance with equivalent principles; (ii) a list of corporate affiliates, parent companies and subsidiaries; (iii) any credit reports from credit reporting agencies which are available; and (iv) such other information as may be mutually agreed to by the Parties.
- (b) For a Shipper or Potential Shipper that is not a public entity or whose ultimate parent company is not a public entity, Potential Shipper shall provide initially, and Shipper shall provide on a continuing basis: (i) the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with GAAP or equivalent; or (ii) an existing sworn filing, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority (if applicable), showing Shipper's current financial condition.
- (c) Potential Shipper shall confirm in writing initially and any Shipper that fails to satisfy the minimum acceptable credit standard set forth in Section 6.5[2(a)] shall confirm in writing within ten (10) Business Days of receipt of a written request from GGSC, that: (i) Potential Shipper/Shipper is not operating under any chapter of the bankruptcy laws; (ii) Potential Shipper/Shipper is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors or any informal creditors' committee agreement; (iii) no significant collection lawsuits or judgments are outstanding that would materially affect Potential Shipper/Shipper's ability to remain solvent as a business entity; and (iv) no receiver, custodian, trustee, or similar person has been appointed for a material portion of Shipper's assets. If Shipper's status changes so that Shipper's prior confirmation is no longer accurate, Shipper shall notify GGSC in writing within ten (10) Business Days of the change. Failure of Potential Shipper/Shipper to satisfy the condition set forth in clause (i) of this Section 6.5[1(c)] shall not result in Potential Shipper/Shipper being deemed non-creditworthy if Potential Shipper/Shipper is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Code and GGSC receives adequate assurance that Potential Shipper/Shipper's liabilities to GGSC will be paid promptly as a cost of administration under the Federal Bankruptcy Court's jurisdiction.
- (d) In the event Shipper cannot provide the information specified in Section 6.5[1(a)-(c)] above, Shipper shall provide, if applicable, that information for its parent company.

2. Minimum Acceptable Credit Standard.

- (a) Potential Shipper or Shipper will be deemed creditworthy if its unenhanced long-term senior unsecured debt is rated, or if its issuer credit rating is, at least "BBB-" by Standard & Poor's ("S&P") or "Baa3" by Moody's ("Moody's") ("Minimum Acceptable Credit Rating") (provided that, in the event that such ratings by S&P and Moody's vary by more than one "notch," the middle rating between the

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two actual ratings (rounded upwards if there are an even number of ratings notches between the two actual ratings) shall be used for purposes of determining whether Shipper has achieved the "Minimum Acceptable Credit Rating"). The applicable credit rating shall be a "foreign currency" rating if Shipper is domiciled outside of the United States. "Local currency" ratings are unacceptable unless Potential Shipper/Shipper's local currency is US Dollars.

(b) If Potential Shipper/Shipper's debt is not rated by S&P or Moody's, Potential Shipper/Shipper may elect to obtain an equivalent credit rating to establish its creditworthiness. Such equivalent credit rating must meet the minimum rating requirement set forth in Section 6.5[2(a)] of these General Terms and Conditions and may be obtained in one of the following two ways:

(1) Potential Shipper/Shipper may request an equivalent rating as determined by GGSC, based on the financial rating methodology, criteria and ratios for the industry of Potential Shipper/Shipper as published by S&P and Moody's from time to time. In general, such equivalent rating will be based on the audited financial statements for Potential Shipper/Shipper's two most recent fiscal years, all interim reports and any other relevant information. GGSC shall apply financial evaluation standards consistently and on a non-discriminatory basis. If Potential Shipper/Shipper requests an equivalent rating determination by GGSC and Potential Shipper/Shipper is found not to meet the minimum requirements set forth in Section 6.5[2(a)] of these General Terms and Conditions, GGSC shall inform Potential Shipper/Shipper of the basis of such finding.

(2) Potential Shipper/Shipper may, at its own expense, obtain an equivalent rating from a credit rating agency acceptable to GGSC, or request that an independent accountant or financial advisor mutually acceptable to GGSC and Potential Shipper/Shipper prepare an equivalent rating based on the financial rating methodology, criteria and ratios for the industry of Potential Shipper/Shipper as published by S&P and Moody's.

3. Alternative Forms of Security. If at any time Potential Shipper/Shipper does not meet the minimum acceptable credit standard as described in Section 6.5[2(a)] of these General Terms and Conditions, Potential Shipper/Shipper shall be required to provide one of the following alternative forms of security to GGSC:

(a) Potential Shipper/Shipper may post and maintain in effect a standby, irrevocable Letter of Credit (1) issued by a financial institution with combined capital and surplus of at least \$500,000,000 that is rated at least A by Standard & Poor's Corporation and A2 by Moody's Investor Services, Inc., (2) that provides for partial drawdowns, and (3) in form and substance is satisfactory to GGSC in its reasonable judgment. A form of letter of credit is available from GGSC. For service that is not originally subscribed in connection with construction, the amount of the Letter of Credit shall at all times be no less than the value of three (3) Months' worth of applicable transportation charges for the requested MSQ at the maximum applicable unit rate for Potential Shipper/Shipper's service at 100% load factor. For service that is originally subscribed in connection with construction, the amount of the Letter of Credit shall at all times be no less than the amount set forth in Potential Shipper/Shipper's precedent agreement. If GGSC draws funds under the Letter of Credit, Potential Shipper/Shipper shall replenish the Letter of Credit to the required value specified herein no later than five (5) Business Days after such drawing.

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- (b) Potential Shipper/Shipper may provide a guaranty of all of Shipper's obligations under the Service Agreement granted to GGSC by the Potential Shipper/Shipper's parent, affiliate or third party with a credit rating of at least the Minimum Acceptable Credit Rating, which guarantee shall be in form and substance reasonably satisfactory to GGSC. A form of guaranty is available from GGSC.
- (c) Potential Shipper/Shipper may prepay for service via cleared check or wire transfer. For service that is not originally subscribed in connection with construction, the amount of the prepayment shall at all times be no less than the value of three (3) Months' worth of applicable transportation charges for the requested MSQ at the maximum applicable unit rate for Potential Shipper/Shipper's service at 100% load factor. For service that is originally subscribed in connection with construction, the amount of the prepayment shall at all times be no less than the amount set forth in Potential Shipper/Shipper's precedent agreement. Prepayment amounts shall be deposited in an interest-bearing escrow account if such an account has been established by Potential Shipper/Shipper and GGSC reasonably determines that such account is satisfactory. The costs of establishing and maintaining the escrow account shall be borne by GGSC. The escrow bank must be acceptable to GGSC in its reasonable judgment. The escrow agreement shall provide for prepayment amounts to be applied against Potential Shipper/Shipper's obligation under its service agreement(s) with GGSC and shall grant GGSC a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. If GGSC is required to draw down the funds in escrow, Potential Shipper/Shipper shall replenish such funds no later than five (5) Business Days.
- (d) Potential Shipper/Shipper may provide such other form of security as mutually acceptable to Potential Shipper/Shipper and GGSC.
- (e) All of GGSC's creditworthiness review standards and requirements shall be imposed on a non-discriminatory basis. Security shall no longer be required pursuant to this Section 6.5[3] when Potential Shipper/Shipper achieves the minimum acceptable credit standard set forth in Section 6.5[2(a)] or when the Potential Shipper/Shipper is no longer receiving Services from the GGSC, and has not guaranteed and is not otherwise liable for the performance of any assignee of Shipper, and has paid in full for all Services received from GGSC in the past. Upon Potential Shipper/Shipper's request, which may be made at any time, GGSC shall determine whether Potential Shipper/Shipper has achieved the minimum acceptable credit standard as described in Section 6.5[2(a)]. In the event GGSC determines that Potential Shipper/Shipper achieves the minimum acceptable credit standard, GGSC shall terminate any alternative forms of security that Potential Shipper/Shipper may have been required to provide to GGSC. If Potential Shipper/Shipper has provided such security in the form of a prepayment, GGSC shall refund any unused prepayment within five (5) Business Days, plus interest due to Potential Shipper/Shipper, less costs incurred by GGSC.

4. Termination Based on Non-Creditworthiness.

- (a) If at any time GGSC reasonably determines that Shipper does not meet the minimum acceptable credit standard set forth in Section 6.5[2(a)] of these General Terms and Conditions and Shipper has not already provided an alternative form of security as provided for in Section 6.5[3] of these General

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Terms and Conditions, GGSC may notify Shipper in writing that it must provide one of the alternative form of security specified in Section 6.5[3] of these General Terms and Conditions. If: (a) within five (5) Business Days of such notice, Shipper has not provided a guaranty as described in Section 6.5[3(b)] of these General Terms and Conditions, or prepayment or a letter of credit (in either case an amount sufficient to cover the value of one Month's worth of applicable transportation charges for the requested MSQ at the maximum applicable unit rate for Shipper's service at 100% load factor); or (b) within thirty (30) days of such notice, Shipper has not provided an alternative form of security as specified in Section 6.5[3] of these General Terms and Conditions, GGSC may, upon notice to Shipper, suspend service immediately. GGSC may simultaneously serve Shipper a notice of termination of the Service Agreement, such termination to be effective thirty (30) days from the date of such notice unless prior to such date GGSC has received the necessary assurance or alternative form of security as required hereunder. GGSC may also exercise any other remedy available to GGSC hereunder, at law or in equity.

- (b) Any suspension of service pursuant to this Section 6.5[4] shall continue until GGSC terminates the Service Agreement or until Shipper achieves the minimum acceptable credit standard or has provided an alternative form of security as required pursuant to these General Terms and Conditions. Shipper shall not be required to pay reservation charges during such suspension. At any time during such suspension, Shipper may request GGSC determine that Shipper has achieved the minimum acceptable credit standard as specified in Section 6.5[2(a)] of these General Terms and Conditions.
- (c) Upon issuing any notice to Shipper of suspension of service or termination of a Service Agreement pursuant to Section 6.5[4] of these General Terms and Conditions, GGSC shall simultaneously notify the KCC of such suspension or termination.
- (d) Shipper may not recall any capacity if GGSC has given notice of suspension or termination as provided for in Section 6.5[4] of these General Terms and Conditions unless and until GGSC determines that Shipper satisfies the creditworthiness criteria set forth in these General Terms and Conditions.
- (e) GGSC may terminate a release of capacity to a Replacement Shipper if the Releasing Shipper's Service Agreement is terminated, provided that the Replacement Shipper may continue receiving such service if it agrees to pay, for the remaining term of the Replacement Shipper's contract, the lesser of (a) the Releasing Shipper's contract rate; (b) the maximum tariff rate applicable to Shipper's capacity; or (c) some other rate acceptable to GGSC.

5. Additional Information.

- (a) Shipper shall also promptly provide such additional Shipper credit information as may be reasonably required by GGSC, at any time during the term of service under a Service Agreement, to determine Shipper's creditworthiness.
- (b) After receipt of a request for service, GGSC may require that Shipper furnish additional information as a prerequisite to GGSC offering to execute a Service Agreement with Shipper. Such information may include proof of Shipper's lawful right and/or title to cause the gas to be delivered to GGSC for

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service under this KCC Gas Storage Tariff and of Shipper's contractual or physical ability to cause such gas to be delivered to and received from GGSC.

- (c) Should Shipper desire GGSC to provide service pursuant to Section 311 of the Natural Gas Policy Act of 1978, and GGSC has applied for and obtained authority from the Federal Energy Regulatory Commission ("FERC") to provide service pursuant to Section 311, Shipper shall provide to GGSC a statement warranting that Shipper complies with all requirements for receiving service pursuant to Section 311 and KCC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.
- (d) Shipper is required to provide to GGSC (1) the State of the source of gas that is to be stored and/or transported and (2) such other information if required in order for GGSC to comply with any KCC reporting or other requirements.

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Section 6.6

GT&C - Points of Receipt and Delivery

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Points of Receipt and Delivery

1. Point(s) of Receipt. Shipper shall tender all gas for wheeling or injection into storage to GGSC at the Point(s) of Receipt located on GGSC's system in Kiowa County, Kansas as specified in Shipper's Service Agreement. The quantity of gas tendered by Shipper to GGSC for wheeling or injection into storage shall (i) not exceed at each Point of Receipt the MDTQ or MDRQ as applicable, for such Point of Receipt in effect from time to time, or (ii) not to exceed the MDIQ or MDBQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the written consent of GGSC.
2. Point(s) of Delivery. GGSC shall tender all gas to be wheeled or withdrawn from storage to Shipper at the Point(s) of Delivery located on GGSC's system located in Kiowa County, Kansas as specified in Shipper's Service Agreement. The quantity of gas delivered to Shipper shall (i) not exceed at each Point of Delivery the MDTQ, MDBQ or MDDQ, as applicable, for such Point in effect from time to time, or (ii) not exceed the MDWQ at all Point(s) of Delivery in effect from time to time, without the written consent of GGSC.
3. Transportation Guidelines. The Transporter(s)' rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which gas is delivered and received at the Point(s) of Delivery and Point(s) of Receipt. GGSC and Shipper each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, GGSC will not be required to begin wheeling, injections or withdrawals for a Shipper's account unless and until the data required for nominations, provided for in Section 6.12, have been confirmed by the applicable Transporter to GGSC's gas dispatcher.
4. Downstream and Upstream Transportation. Shipper shall be responsible for transportation from the Point(s) of Delivery located on GGSC's system and payment of all transportation charges relating thereto. Shipper shall be responsible for transportation to the Point(s) of Receipt located on GGSC's system and payment of all transportation charges relating thereto.

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Section 6.7

GT&C - Facility Operations and Operating Conditions

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Facility Operations and Operating Conditions

1. Storage Operations

- (a) Shipper shall tender or cause to be tendered to GGSC at the Point(s) of Receipt located on its system any gas which Shipper desires to have injected into storage plus applicable Fuel Reimbursement volumes. Shipper shall also receive or cause to be received gas requested to be withdrawn from storage at the Point(s) of Delivery located on GGSC's system.
- (b) Subject to the operating conditions of the delivering or receiving pipelines, GGSC shall receive gas for injection from Shipper at the Point(s) of Receipt located on its system and deliver gas to Shipper at the Point(s) of Delivery located on its system as scheduled by Shipper from time to time; provided that GGSC shall not be obligated to receive for injection any quantity of gas if the injection of the same would cause the quantity of gas stored for Shipper's account to exceed Shipper's MSQ; nor shall GGSC be obligated at any time to deliver more gas to Shipper than Shipper has stored in its Storage Inventory, Park Balance and/or Loan Balance, as applicable.
- (c) Due to certain limitations of GGSC's Facilities, GGSC shall not be obligated to receive, at any Point of Receipt for injection, or deliver, at any Point of Delivery, any quantity of gas when the quantity of gas tendered for delivery to GGSC or requested by Shipper to be delivered, together with all other quantities of gas tendered for delivery to GGSC at any such Point of Receipt or requested for delivery at such Point of Delivery, results in a net metered flow which are deemed operationally impractical by GGSC.
- (d) In the event that batch flowing nominated volumes are deemed operationally impractical by GGSC, and should GGSC receive nominations for the injection or withdrawal of gas which are deemed to be operationally impractical by GGSC, GGSC will attempt, but shall not be required, to schedule such nominations. GGSC will verbally notify the affected Shipper(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

2. Wheeling Operations

- (a) Shipper shall tender or cause to be tendered to GGSC at the Point(s) of Receipt located on its system any gas which Shipper desires to have wheeled plus applicable Fuel Reimbursement volumes. Shipper shall also receive or cause to be received gas requested to be wheeled at the Point(s) of Delivery located on GGSC's system.
- (b) Due to certain limitations of GGSC's facilities, GGSC shall not be obligated to receive, at any Point of Receipt located on its system for wheeling, or deliver, at any Point of Delivery located on its system, any quantity of gas when the quantity of gas tendered for delivery to GGSC or requested by Shipper to be delivered, together with all other volumes of gas tendered for delivery to GGSC at any such Point of Receipt or requested for delivery at such Point of Delivery, results in a net metered flow which are deemed operationally impractical by GGSC.
- (c) In the event that batch flowing nominated volumes are deemed operationally impractical by GGSC,

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and should GGSC receive nominations for the injection or withdrawal of gas which are deemed operationally impractical by GGSC, GGSC will attempt, but shall not be required, to schedule such nominations. GGSC will verbally notify the affected Shipper(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

3. Gas Pressure and Injection/Withdrawal Rates

- (a) **Delivery Pressure.** GGSC shall deliver gas to Shipper at pressures sufficient to enter the Transporter's facilities at the Point(s) of Delivery located on GGSC's system against the operating pressures maintained by Transporter(s). GGSC shall not be required to deliver gas at pressures in excess of or below those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP), not to exceed 1,000 psig. Shipper shall deliver or cause to be delivered to GGSC all gas for wheeling, parking or injection at the Point(s) of Receipt located on GGSC's system at pressures not in excess of the MAOP of GGSC's facilities at the Point(s) of Receipt. GGSC shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Shipper to deliver gas to GGSC at such allowed pressures.
- (b) **Receipt and Delivery Rates.** GGSC has designed the facilities required to wheel, store, inject and withdraw gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery located on GGSC's system with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Shipper receipt or delivery activity, GGSC's capability to receive or deliver the quantities set forth in its Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff. Shipper agrees to indemnify and hold GGSC harmless for any loss caused by any such interruption in service.
- (c) If GGSC and Shipper mutually agree, GGSC may commit to maximum and minimum receipt and delivery pressure levels to Shipper on a not unduly discriminatory basis. GGSC will not agree to a maximum or minimum receipt or delivery pressure that will render it unable to meet its existing firm obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a maximum or minimum pressure.

4. Imbalance and Measurement

- (a) **Transportation Imbalances.** In the event that GGSC or Shipper delivers or causes to be delivered to Transporter at the Point(s) of Receipt or Point(s) of Delivery a quantity of gas not equal to the quantity of gas received or taken by Shipper or GGSC, a "Transportation Imbalance" may occur. Provided that GGSC has taken or delivered the quantity of gas nominated by Shipper and scheduled by Transporter, Shipper shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Shipper or Transporter that a Transportation Imbalance exists because GGSC failed to deliver or receive the quantity of gas nominated by Shipper and scheduled by Transporter, GGSC will endeavor to correct the Transportation Imbalance subject to any restrictions imposed by Transporter, but GGSC shall be solely responsible and liable for any charges, penalties, costs and expenses incurred or payable by either Party as a result of the Transportation

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Imbalance except to the extent that the Transportation Imbalance was caused by an event of Force Majeure. Shipper agrees to use its best efforts to prevent or diminish any occurrences of imbalances.

- (b) Measurement. Shipper and GGSC agree that the quantity of gas delivered hereunder shall be measured by GGSC in accordance with Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and monthly basis.

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Section 6.8

GT&C - Requests for Service/Contracting for Storage Service

KANSAS GAS OPERATIONS

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Requests for Service/Contracting for Storage Service

1. Request for Service.

A Request for Service shall be submitted via EDM and the information required for a valid Request for Service is specified below. A Request for Service may be withdrawn by Customer until such time as Customer is notified of the availability of capacity. In the event of failure of GGSC's or the Customer's access to the EDM, Customer may submit requests for service via email to astaab@ggsc.com. All failures must be communicated to GGSC prior to submitting a request for service via email by contacting technical support at astaab@ggsc.com.

2. Information Requirements.

Each request for service, including requests for new service or an amendment to an existing agreement, outside of an open season as set forth in Section 6.8[4] shall contain the information in this Section 6.8[2]. The information must be submitted by the Shipper or Potential Shipper to GGSC when the Shipper or Potential Shipper requests service.

(a) For Firm Storage Services -

(i) Quantities -

- a. MDQ or MSQ
- b. MDIQ
- c. MDWQ
- d. Base Gas Supplied by Shipper, if applicable

(ii) Primary Point(s) -

- a. The injection and withdrawal point(s) at which Shipper or Potential Shipper requests primary firm service.

(b) For Interruptible Services -

(i) Maximum Quantities, including but not limited to MDDQ, MDRQ, MDTQ, MLQ and MPQ

(ii) Receipt and Delivery Locations

(c) Term of Service

- (i) The date service is requested to commence;
- (ii) The date service is requested to terminate; and
- (iii) Evergreen or unilateral rollover details, if applicable.

(d) Whether requested service is firm or interruptible.

(e) The applicable rate schedule.

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- (f) The rate the Shipper/Potential Shipper is willing to pay for the requested service.
- (g) Certification - Certification from the Shipper or Potential Shipper that
 - (i) it has good title to the gas or a current contractual right to acquire title, or a right to ship the gas, and
 - (ii) that it has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of GGSC's service.
- (h) The specific affiliation between the Potential Shipper and GGSC and the extent of GGSC's affiliation, if any, with the party to be provided service.
- (i) The identity of the Shipper or Potential Shipper making the request for service, including whether the Shipper or Potential Shipper is a local distribution company, a Kansas electric utility, an intrastate pipeline, an end-user, a producer or a marketer.
- (j) Invoice Notification - Shipper or Potential Shipper shall provide GGSC with at least one (1) e-mail address to be used by GGSC to provide notice regarding the availability of imbalance statements and final invoices for payment purposes and shall notify GGSC of changes, as necessary.
- (k) Credit Information - Shipper or Potential Shipper shall furnish credit information prescribed in Section 6.5 of these General Terms and Conditions. Within ten (10) Business Days of the submittal of the request for new service, any credit information required to be provided pursuant to Section 6.5[1]. If Potential Shipper/Shipper does not submit the information required in Section 6.5[2] within the required timeframes, the request for service shall be considered to be null and void.
- (l) Compliance with Tariff - Shipper or Potential Shipper shall submit a statement that it shall abide by the terms of the applicable Rate Schedule, including these General Terms and Conditions.
- (m) Reporting - Either at the time of the request for new service or an amendment to existing service is submitted to GGSC or at the time of execution of the Service Agreement, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements;
- (n) Other Information - Shipper or Potential Shipper shall provide any additional information necessary to the service pursuant to the applicable rate schedule.

Upon Customer's request, GGSC shall consolidate all or a part of Customer's existing FSS, ISS, PKS, AVS, IWS, IBTS, and IBS Service Agreements under a new, superseding Service Agreement, to the extent such existing Service Agreements meet certain requirements, including but not limited to, the existing Service Agreements: (i) having the same receipt and delivery point(s); (ii) being subject to the same rate schedule; (ii) having identical termination dates; (iii) being subject to the same maximum rate, discounted rate, or negotiated rate, as applicable and (iv) any outstanding temporary capacity releases have been recalled. All consolidations of existing FSS, ISS, PKS, AVS, IWS, IBTS, or IBS Service Agreements must be at least financially neutral to GGSC; provided, however, such a consolidation request will also be considered valid

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(Name of Issuing Utility)

Gas Storage Tariff

Section 6.8

GT&C - Requests for Service/Contracting for Storage Service

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where the existing Service Agreements contain different rates if the parties mutually agree to the rate(s) that will be applicable under the consolidated Service Agreement. Further, Customers may request to extend the terms of their existing FSS, ISS, PKS, AVS, IWS, IBTS, and IBS Service Agreements to align the terms of such existing Service Agreements to facilitate the consolidation of such Service Agreements.

3. Execution of Service Agreements and Amendments.

- (a) A Service Agreement and/or amendment to an existing Service Agreement shall be executed, as specified in this Section 6.8[3] by Potential Shipper/Shipper and GGSC following the completion of the open season process pursuant to Section 6.8[4] of the General Terms and Conditions and/or the completion of the approval process.
- (b) All Service Agreements and all Service Agreement amendments shall be executed in writing by Shipper and GGSC. Unless otherwise mutually agreed, each Potential Shipper/Shipper shall execute a Service Agreement within two (2) Business Days of its tender by GGSC if the Service Agreement term is two (2) years or less or within five (5) Business Days if the Service Agreement term is greater than two (2) years. In addition, GGSC may require a Potential Shipper to execute a precedent agreement prior to execution of a Service Agreement, all of which may be more fully set forth in the open season documentation, if applicable. If the Potential Shipper/Shipper fails or refuses to execute a firm Service Agreement within the applicable time period, the Potential Shipper/Shipper shall forfeit all rights and entitlement to the subject capacity. The capacity will be offered to the bidder with the next highest bid (as defined herein) or re-sold in a subsequent auction and such next highest bidder, if it accepts the offer, or winner of the subsequent auction will be awarded the capacity and be required to execute a firm Service Agreement as provided in this Section. Any Potential Shipper/Shipper awarded capacity who fails to timely execute a firm Service Agreement will be required to pay GGSC an amount equal to the difference between (i) the rate established by the applicable Potential Shipper's/Shipper's best bid(s)/Request for Service, and (ii) the rate established when the capacity is awarded to the next best bid(s) or re-sold via a subsequent bid or auction process and contracted for, multiplied by the Potential Shipper's/Shipper's Contract Demand(s) and contract term. If the Potential Shipper/Shipper fails or refuses to execute an interruptible Service Agreement within the applicable time period, the Service Agreement and the corresponding request for service shall be considered null and void.
- (c) The applicable Form of Service Agreement, the Exhibit(s) executed by Shipper and GGSC, the applicable Rate Schedule, and the General Terms and Conditions of this KCC Gas Storage Tariff will comprise the entire Service Agreement between Potential Shipper/Shipper and GGSC.
- (d) For Firm storage service, GGSC will not be required to tender a Service Agreement to a Potential Shipper for execution that relates to requests for Service for which GGSC does not have sufficient available firm storage capacity, injection, and/or withdrawal capacity.

4. Open Season.

- (a) Notice of open season. GGSC shall post notice of an open season for firm storage capacity at its sole discretion. Such notice shall be posted on its Internet Website and shall set forth when the open

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season begins and ends, where interested parties may submit requests for Firm services, the minimum rates, if any, GGSC will accept for the available capacity, and how interested parties may submit requests for service and additional details about the open season.

- (b) Duration. The open season shall commence at the time and date specified and for the term indicated in the notice of open season. During this time, GGSC will accept requests for the Firm service to be available in its facilities.
- (c) During an open season, GGSC will accept bids for firm storage from Potential Shippers. Specifically, GGSC shall evaluate bids and award capacity, based on one of the following methods, as identified in the notice of the open season: (i) the highest present value of the reservation charges or other source of guaranteed revenue to be received by GGSC over the term of each Service Agreement; (ii) the highest reservation charge, or other source of guaranteed revenue, bid; or (iii) an alternative objective and not unduly discriminatory method chosen by GGSC and posted at least three Days prior to when the capacity is posted for bidding. In the notice of the open season, GGSC shall specify an objective, not unduly discriminatory method for allocating capacity in the event of equivalent bids from more than one Potential Shipper.
- (d) Should requests for firm storage exceed available capacity during the allocation process of an open season, capacity will first be allocated to the highest present value bids received for Firm service. When remaining unallocated capacity is not sufficient to meet the next highest present value bidder's capacity requirements for Firm service, that next highest bidder has the option of declining the remaining capacity. GGSC will then offer the remaining capacity to the next highest bidder, until all the remaining capacity is allocated.
- (e) Should the next highest present value bid in Section 6.8[4(c)] above be submitted by two or more Shippers (e.g., tied bids) and there is insufficient remaining capacity available to serve such Shippers, then capacity will be allocated to Shippers on a pro rata basis.
- (f) Execution of agreements. A Shipper allocated service in an open season shall be required to execute Service Agreement(s) for Firm service pursuant to the requirements of Section 6.8 of these General Terms and Conditions, including the creditworthiness requirements set forth in Section 6.5.
- (g) GGSC will accept requests for Firm service for any available capacity remaining after an open season. The remaining capacity shall be allocated on a first-come, first-served basis. That is, the first Shipper offering to pay a rate for service that GGSC finds acceptable shall be allocated capacity.
5. Allocation of Available Capacity. Capacity will be allocated to the bid producing the highest Net Present Value ("NPV"), using the methodology set forth by GGSC, at the time capacity is made available, and which also meets all terms and conditions specified by GGSC as set forth in any open season documents provided to Potential Shipper by GGSC, if applicable.
6. Priority of Service. In all instances, Firm service will have a superior priority to Interruptible service.
- (a) In the event that GGSC must restrict Firm service, such service will be restricted on a pro rata basis

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based on each Shipper's applicable Maximum Storage Quantity. In the event that such action must be taken, GGSC will electronically notify Shipper via EDM.

- (b) Interruptible storage service will be restricted based on price, where Shippers paying the highest price receive the highest priority.
 - (c) Should two or more Interruptible Shippers have the same priority, capacity will be allocated to each Shipper on a pro rata basis.
7. Prior to the expiration of the term of a Service Agreement and prior to GGSC posting the availability of capacity under GGSC's right of first refusal provisions, if applicable, GGSC and Shipper may mutually agree to an extension of the term of the Service Agreement (the exact length of which is to be negotiated on a case-by- case basis, in a not unduly discriminatory manner).
8. GGSC shall not be required to perform the requested service in the event all facilities necessary to render the requested service do not exist at the time the request for service is submitted to GGSC.
9. No request for Service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair GGSC's ability to render Services pursuant to GGSC's Rate Schedule FSS.
10. GGSC shall not be required to provide any requested Service under any Rate Schedule which would require construction or acquisition by GGSC of new facilities or expansion of existing facilities provided, however, that GGSC and Shipper may enter into an agreement for service that would require the construction, modification, expansion or acquisition of any of the GGSC existing facilities or any additional facilities..
11. Complaints. Any Potential Shipper that has a complaint against GGSC with regard to a transportation service may file a complaint with GGSC. As used in this Section 6.8[11], a "Potential Shipper" shall include all current Shippers of GGSC, and all persons who have pending requests either for transportation service or for information regarding transportation service on GGSC's system. The procedures for filing and resolving complaints shall be as follows:
- (a) All complaints of Potential Shippers shall be directed in writing to Alan R. Staab at astaab@ggsc.com. Each complaint shall clearly identify the specific activity or lack of activity that GGSC has undertaken which gave rise to the complaint.
 - (b) GGSC will maintain a record of all complaints received by the General Counsel for a period of three (3) years.
 - (c) The appropriate department(s) that will investigate each complaint shall be notified by GGSC.
 - (d) An initial response to the complaint will be provided within 48 hours of receipt to acknowledge that the complaint was received, estimate a date that a final response will be made and state whether additional information will be needed from the complainant.
 - (e) GGSC will respond to each complaint in writing within thirty (30) days of the date of receipt of the

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complaint. If GGSC determines that corrective action is appropriate, it will propose such action to complainant to settle the complaint; otherwise, GGSC will set forth those facts that demonstrate that the complaint is unfounded. Nothing in this section will prevent GGSC or Potential Shipper from seeking all available remedies from the KCC or any other entity having jurisdiction over the contested matter.

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Section 6.9

GT&C - ACA and Fuel Reimbursement

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ACA and Fuel Reimbursement

1. Annual Charge Adjustment (ACA)

(a) Purpose

Annual charges are assessed by the KCC prior to each fiscal year in order to cover the cost of the operation of the KCC. For the purpose of recovering annual charges assessed GGSC by the KCC, this Section 6.9[1] establishes an ACA unit charge applicable to quantities transported and delivered under all GGSC's rate schedules, as applicable. This ACA unit charge is in addition to any amounts otherwise payable to GGSC under its rate schedules.

(b) Basis of the Annual Charge Adjustment

GGSC's KCC ACA unit charge shall be established by the KCC for each fiscal year. The ACA unit charge as specified in the annual notice issued by the KCC shall be incorporated herein by reference.

2. Fuel Reimbursement

(a) Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel, (b) dehydration fuel, or (c) line heating fuel, if applicable; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat facility (if any), or (c) fuel GGSC vehicles and lost and unaccounted for volumes to the extent required for the operation and maintenance of GGSC' gas storage facilities.

(b) Fuel Retention. Fuel Retention shall be calculated separately for storage services, wheeling, balancing, parking, and loaning under Rate Schedules FSS, ISS, IWS, PKS, AVS, IBTS and IBS. Each Fuel Retention charge shall be negotiated by GGSC and Shipper such that reimbursement of fuel may be paid in kind or in dollars per Dth, as set forth in Shipper's Service Agreement(s).

(c) Storage Losses. Storage Losses shall be calculated separately for storage services under Rate Schedules FSS and ISS. Each Storage Losses charge shall be negotiated by GGSC and Shipper such that reimbursement may be paid in kind or in dollars per Dth, as set forth in Shipper's Service Agreement(s).

(d) Power Costs for Compression. Shipper shall reimburse GGSC for the costs to power any compression. This charge shall be negotiated by GGSC and Shipper and set forth in Shipper's Service Agreement(s).

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Gas Storage Tariff

Section 6.12

GT&C - Nominations, Scheduling and Priority of Service

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Nominations, Scheduling, and Priority of Service

1. Nominations And Scheduling

- (A) During any Day when Shipper desires GGSC to inject, withdraw, or wheel gas, Shipper shall submit a nomination to GGSC via EDM that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Shipper name and Service Agreement number, and Shipper's authorized employee name and telephone number. All nominations shall be based on a daily quantity, stated in Dth/day.

All nominations should include shipper defined begin dates and end dates. All nominations excluding intraday nominations should have rollover options. Specifically, shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract (NAESB WGQ Standard No. 1.3.5, V3.2). Overrun quantities should be requested on a separate transaction (NAESB WGQ Standard No. 1.3.19, V3.2). All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only (NAESB WGQ Standard No. 1.3.7, V3.2).

- (B) Shipper Scheduling of Upstream and Downstream Transportation. Shipper shall be solely responsible for making all arrangements and paying for the transportation of the gas to the Point of Delivery for injection into the Facility and for making all arrangements and paying for the transportation of gas from the Point(s) of Delivery for gas withdrawn from the Facility. GGSC shall have an obligation to inject gas for Shipper, or to withdraw gas for Shipper, only to the extent that the upstream or downstream Transporter confirms the transport of equivalent quantities, as the case may be.

- (C) GGSC will accept nominations for service as follows:

- (1) In accordance with NAESB Standard 1.3.2(i-vi), V3.2:

All Transportation Service Providers (TSPs) should support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

- (i) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Service Requester (SR);
- 1:15 p.m. Nominations are received by the TSP (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. TSP sends the Quick Response to the SR;

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- 4:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:00 p.m. SR and Point Operator receive scheduled quantities from the TSP.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(ii) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the SR;
- 6:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 6:30 p.m. TSP sends the Quick Response to the SR;
- 8:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 9:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(iii) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the SR;
- 10:15 a.m. Nominations are received by the TSP (including from TTTSPs);
- 10:30 a.m. TSP sends the Quick Response to the SR;
- 12:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 1:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(iv) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the SR;
- 2:45 p.m. Nominations are received by the TSP (including from TTTSPs);
- 3:00 p.m. TSP sends the Quick Response to the SR;
- 5:00 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:30 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(v) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the SR;

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- 7:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 7:30 p.m. TSP sends the Quick Response to the SR;
- 9:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 10:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

- (vi) For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- (2) Elapsed-Prorated-Schedule Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, GGSC may accept any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.
- (3) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 6.12 of the General Terms and Conditions of this KCC Gas Storage Tariff.
- (4) Notices provided under this Section 6.12[1(C)] must be submitted in writing via EDM. Shipper shall provide notice of any changes in deliveries to or receipt from GGSC to all Transporters and shall be responsible for, and shall hold GGSC harmless from, any and all liabilities and expense resulting from any such changes.
- (5) For intraday nominations, GGSC will conform to the provisions established by Shipper's Transporter, including hourly nomination deadlines.
- (a) Intraday nominations for Firm Storage Service will be given priority over scheduled and flowing Interruptible Storage Service.
- (b) Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if the intraday nomination modifies an existing nomination.
- (6) Upon confirmation from Shipper's Transporter, GGSC will commence injection or withdrawal for Shipper's account.
- (7) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline. (NAESB WGQ Standard No. 1.3.6, V3.2)

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- (8) Shipper shall be responsible for all penalties and charges assessed by an upstream or downstream Transporter which arise from Shipper's failure to provide delivery of the gas quantities provided.
- (9) A Replacement Shipper may submit a nomination at the earliest nomination opportunity after GGSC has been notified of the capacity release.
- (10) Routine Maintenance. GGSC shall have the right to interrupt or discontinue service in whole or in part, from time to time to perform routine repair and maintenance on GGSC's system as necessary to maintain the operational capability of GGSC's Facility or to comply with applicable regulatory requirements. GGSC shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Shippers and shall provide reasonable notice of the same to Shippers.
- (D) Shipper shall make available and tender any gas to be injected or wheeled hereunder and receive and accept delivery, upon tender by GGSC, any gas requested to be withdrawn from storage or wheeled. The quantity of gas stored for the account of Shipper shall be increased or decreased upon injection or withdrawal of gas from storage, as applicable. Shipper shall not (unless otherwise agreed by GGSC) receive or deliver gas, nor shall GGSC be obligated to receive gas or deliver gas on an hourly basis at rates of flow in excess of 1/24 of Shipper's MDRQ or MDDQ, respectively. As determined by GGSC in its sole and reasonable judgment, flow rates above 1/24 of Shipper's MDRQ or MDDQ may be permitted.

2. Priority of Service

- (A) Priority of Service. Any Shipper executing a Service Agreement with GGSC shall be entitled to the storage, parking, loaning, wheeling, imbalance trading or balancing of gas in the following order of declining priority:
 - (1) Firm Storage Service ("FSS") at primary Point(s) of Receipt, not in excess of MDRQ, or primary Point(s) of Delivery, not in excess of MDDQ, located on GGSC's system.
 - (2) FSS at secondary Point(s) of Receipt or Delivery located on GGSC's system, not to exceed Shipper's MDIQ or MDWQ; FSS at primary Point(s) of Receipt located in GGSC's system, in excess of MDRQ but less than or equal to MDIQ, and FSS at primary Point(s) of Delivery located on GGSC's system, in excess of MDDQ but less than or equal to MDWQ.
 - (3) Make-up volumes to correct prior variances between: (i) Shipper and GGSC under a balancing agreement, (ii) Shipper and GGSC, and
 - (4) Interruptible services, including authorized overrun service, excess injection or excess withdrawal under Rate Schedules FSS, parking, loaning, wheeling, imbalance trading, and/or balancing service pursuant to Section 6.12[B] below.

If a capacity constraint is anticipated or planned (e.g. for system maintenance), GGSC shall post notice of the

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anticipated constraint on its Website in advance of the start of the constraint period.

(B) Interruptible Service. Interruptible service obligations and extensions of the service shall have priority as follows:

- (1) The order of priority relating to service requests for Authorized Overrun Service, Excess Injection Gas and Excess Withdrawal Gas and for service under Rate Schedules PKS, AVS, IWS, IBTS, and IBS shall be based on the net revenue to GGSC as applicable, agreed to by GGSC and Shipper under such Rate Schedule, with the transaction generating the highest net revenue to GGSC given highest priority.
- (2) Operational purchases and sales as provided in Section 6.14 shall have the lowest interruptible priority of service.
- (3) Should two or more Interruptible Shippers have the same priority, capacity will be allocated to each Shipper on a pro rata basis.

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Section 6.13

GT&C - Gas Title Transfers

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Gas Title Transfers

1. Title Transfers of Gas in Storage:

- (a) A Shipper that has executed a Service Agreement under Rate Schedules FSS, ISS, PKS or AVS may sell Storage Inventory to any other Shipper that has executed a Service Agreement under Rate Schedules FSS, ISS, PKS, and AVS if:
 - (1) Shipper selling Storage Inventory provides notification to GGSC's dispatcher prior to the nomination deadline and GGSC with written verification of the transfer within three (3) Business Days;
 - (2) The purchase does not cause Shipper to exceed its MSQ, Maximum Park Quantity or Maximum Loan Quantity, as applicable, and as specified in Shipper's Service Agreement or Exhibit B of Shipper's Hub Services Agreement, as applicable, or cause either Shipper's balance to go below zero;
- (b) GGSC will recognize the transfer for purposes of computing available Storage Inventory on a prospective basis within 24 hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Shipper will be restated to reflect the reversal of the transfer.
- (c) For each title transfer of gas in storage performed by Shipper under this Section, Shipper shall pay the gas title transfer rate set forth in Exhibit A of Shipper's FSS or ISS Service Agreement.

2. Title Transfers of Gas

- (a) Transfers of title between Shippers and/or Service Agreements under which gas is wheeled on GGSC's system may be permitted by GGSC at Point(s) of Receipt and Point(s) of Delivery located on GGSC's system on an interruptible basis.
- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 6.12[1], Nominations and Scheduling, of the General Terms and Conditions herein. GGSC shall not unreasonably withhold approval of such transfers.
- (c) For each title transfer nominated by Shipper under Section 6.13 herein, Shipper shall pay the gas title transfer rate set forth in Shipper's Service Agreement.

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THE STATE CORPORATION COMMISSION OF KANSAS

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Gas Storage Tariff

Section 6.14

GT&C - Operational Purchases and Sales of Gas

Initial Volume No. 1

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

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

Sheet 1 of 1

Operational Purchases and Sales of Gas

1. GGSC may, from time to time, make operational purchases and sales of Gas to the extent necessary to (i) maintain cavern pressure; (ii) balance fuel quantities under storage agreements; (iii) manage storage imbalance quantities, and (iv) perform other operational functions in connection with the storage services provided by GGSC under the Tariff. The purchase or sale of Gas shall be made on an unbundled and nondiscriminatory basis. Parties that purchase Gas from GGSC shall be responsible for separately arranging any necessary transportation.
2. Solicitation of Bids. Prior to making any sales pursuant to this section, GGSC shall post for bid its operational sales on its public Website or, alternatively, on third party electronic bulletin board(s) in accordance with the applicable bidding provisions which will be posted at the time of the sale. When soliciting bids for sales, GGSC shall post the following information on its Website: (a) the quantity of Gas to be sold; (b) any minimum quantity for bidding; (c) the date and time when all bids shall be due; (d) the date(s) when the Gas will be sold; (e) any minimum or maximum daily quantity to be sold; (f) the point where the Gas will be sold; and (g) the criteria to be used by GGSC in evaluating and selecting bids. GGSC reserves its right, in its sole discretion, to: (1) withdraw its postings; (2) reject all bids due to operational changes; and (3) reject any bid which is not complete, which contains modifications to the terms of the posting, or which contains terms that are operationally unacceptable.
3. Reporting Requirements. GGSC will file with the KCC on May 1 of each year, for the period ending December 31, (1) the source of the operational quantities purchased or sold, (2) the date of such purchases or sales, (3) the quantities, (4) the purchase or sale price, (5) the costs and revenues from such operational purchases/sales, (5) the reasons for the operational purchases and sales, and (6) support that the purchases or sales are limited and incidental to the primary storage services GGSC provides.

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KANSAS GAS OPERATIONS

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Gas Storage Tariff

Section 6.15

GT&C - Billing and Payment

Initial Volume No. 1

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

Sheet 1 of 2

Billing and Payment

1. Invoice. GGSC shall render to Shipper (including a Replacement Shipper), on or before the ninth (9th) Business Day of each Month, an invoice and any required backup data (setting forth (i) the charges due for the current Month; (ii) the total quantity of gas, stated in Dth, received from and delivered to Shipper hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and, if applicable, (iii) the amount of Shipper's gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by GGSC in determining the amount billed. GGSC shall provide e-mail notification to Shipper's Invoice Notification e-mail address, as specified pursuant to Section 6.8[2(b)(1)], when imbalance statements and invoices are finalized and rendered. If actual quantities are not available by the ninth (9th) Business Day of the Month, GGSC may invoice based on best available data subject to adjustment to actuals at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities. Further, GGSC shall post a notice to its Internet Website when such documents are finalized. Shipper may request delivery via EDI to a designated site if they cannot use an on-line invoice for payment purposes. If Shipper elects this alternate delivery method, it will remain in effect until changed by Shipper; provided, however, that Shipper shall not change its delivery method more often than once in any twelve month period.
2. Application of Payments for Released Capacity. Payments to GGSC by a Replacement Shipper for released capacity shall be applied as follows: (i) GGSC shall retain amounts equal to the Replacement Shipper's usage charges; (ii) GGSC will credit the balance to Reservation Charges due from the Replacement Shipper; and (iii) GGSC shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Shipper, in accordance with Section 6.16[10] of the General Terms and Conditions of this KCC Gas Storage Tariff. If any balance due from the Replacement Shipper remains unpaid, the outstanding balance will then be billed to the Releasing Shipper, provided that the Releasing Shipper is only liable to the extent of its Reservation Charges.
3. Payment. Unless otherwise agreed, Shipper shall pay by electronic funds transfer in immediately available funds to GGSC the full amount reflected on the invoice within ten (10) days of the date of the invoice. If the tenth (10th) Day shall fall upon a weekend or legal holiday, then such payment shall be made on the first regular Business Day following the due date. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date (NAESB WGQ Standard No. 3.3.17, V3.2).
4. Billing Adjustments. If an error is discovered in any billing, such error shall be adjusted within 30 Days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Shipper shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Shipper to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by GGSC to recoup any underpayment. In the event Shipper fails to forward the entire undisputed amount due to GGSC when the same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for KCC customer deposits from the date such payment is due until the same is paid. If Shipper's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) Days after the due date of such invoice, then GGSC,

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KANSAS GAS OPERATIONS

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Gas Storage Tariff

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GT&C - Billing and Payment

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

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in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries on gas until such default shall have been cured. If Shipper fails to pay the undisputed portion of any invoice, then GGSC, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

5. **Billing Disputes.** If Shipper withholds payment of any disputed amount as authorized herein, Shipper shall within ten (10) Days after the due date of the disputed invoice submit to GGSC a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 6.15[4] above from the original due date until the date actually paid.
6. **Right to Audit.** Both GGSC and Shipper shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Shipper's Service Agreement. Upon request, Shipper shall also make available to GGSC for audit purposes and relevant records of Transporters to which Shipper has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither GGSC nor Shipper shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither GGSC nor Shipper shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) Contract Years after the end of the Contract Year in question.
7. **Taxes.** If at any time GGSC is required to remit any taxes assessed on the gas pursuant to Shipper's Service Agreement, then GGSC shall have the right to collect from Shipper such taxes, including penalties and interest. Shipper agrees to reimburse GGSC for the taxes assessed on the gas, including any penalties and interest, within fifteen (15) Days of the date of invoice from GGSC. Shipper shall furnish GGSC information, satisfactory to GGSC, to enable GGSC to comply with any reports required by state or federal government and agencies. Shipper recognizes that GGSC may be required to file federal and state tax returns, and Shipper agrees to furnish GGSC with adequate information pertaining to the taxation on the gas. Shipper shall coordinate such filings with GGSC.

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Section 6.16

GT&C - Capacity Release

Initial Volume No. 1

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

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Capacity Release

Any Shipper under Rate Schedule FSS may seek to release for assignment to others any or all of its Firm service entitlements on a full day or an intraday basis, on a permanent or a temporary basis, and on a firm or recallable basis, subject to the following terms and conditions:

1. Notice of Offer. A Shipper offering to release Firm service entitlements shall notify GGSC of the terms of its offer by the posting deadline as determined pursuant to Section 6.16[3] herein. GGSC will post this information on its Internet Website. Shipper may propose a pre-arranged designated Replacement Shipper to which the capacity would be released. Offers shall be binding unless written or electronic notice of withdrawal is received by GGSC prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Shipper has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which GGSC shall post on the Internet Website. The offer shall contain the following minimum information:
 - (a) Shipper's legal name and the name/title of individual who has authorized the offer to release;
 - (b) GGSC's Service Agreement number;
 - (c) A description of the capacity to be released, including the MSQ, MDRQ, the MDDQ, the MDIQ, and the MDWQ and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release, and subject to the daily quantity limitations described in Section 6.16[2] below;
 - (d) The proposed effective date and term of the release;
 - (e) The identity of any pre-arranged designated Replacement Shipper, a statement as to whether the pre-arranged Replacement Shipper is an asset manager (as defined by FERC Regulations at 18 C.F.R. § 284.8(h)(3)) or marketer participating in a state - regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), and the full terms of such pre-arranged release.
 - (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 6.16[3] below;
 - (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full day or a partial day; and if recallable, (i) whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day, and (ii) any reput methods and rights associated with returning the previously released capacity to the Replacement Shipper;
 - (h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis and any other special conditions;
 - (i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the

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winning contingent bidder withdraw its bid;

- (j) Any extensions of the minimum posting/bid periods;
- (k) Whether Releasing Shipper desires to utilize the first-come, first-served option for short-term releases described in Section 6.16[3] below and any minimum terms applicable thereto;
- (l) Other special terms and conditions Releasing Shipper imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity;
- (m) Whether to specify dollars and cents or percent of maximum tariff rate in the denomination of bids. All transportation service providers should support this. Once the choice is made, the bids shall comport with the choice;
- (n) Whether the release is on a permanent or a temporary basis;
- (o) An e-mail address for the Releasing Shipper contact person. It is Shipper's responsibility to update e-mail address information provided to GGSC as necessary;
- (p) The recall notification period(s), as identified in Section 6.16[13(e)] below, that will be available for use by the parties; and
- (q) A detailed description of any storage inventory that must be transferred with the released capacity.

2. Intraday Release Quantity

The daily contractual entitlement that can be released by a Releasing Shipper for an intraday release is limited to the lesser of:

- (a) The quantity contained in the offer submitted by the Releasing Shipper; or
- (b) A quantity equal to 1/24th of the Releasing Shipper's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, any overrun calculations.

The MSQ that can be released by a Releasing Shipper for an intraday release is limited to a quantity not in excess of the Releasing Shipper's MSQ less the Releasing Shipper's Storage Inventory.

- 3. Posting and Bidding Timeline. In accordance with NAESB WGQ Standard No. 5.3.3, V3.2, for the capacity release business process timing model, only the following methodologies are required to be supported by Transportation Service Providers (TSPs) and provided to Releasing Shippers as choices from which they may select and, once chosen, should be used in determining the Awards from the bid(s) submitted. They are: 1)

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highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the TSP. However, the TSP is not required to offer other choices or similar timeline treatment for other choices, nor, is the TSP held to the timeline should the Releasing Shipper elect another method of evaluation. The proposed duration of Shipper's release determines the minimum bid period for Shipper's offer pursuant to this Section 6.16 The capacity release timeline applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit-worthy before the capacity release bid is tendered; 2) for index-based capacity release transactions, the Releasing Shipper has provided the TSP with sufficient instructions to evaluate the corresponding bid(s) according to the timeline , and 3) there are no special terms or conditions of the release. Further, the TSP may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by the TSP) (NAESB WGQ Standard No. 5.3.1, V3.2).

The Capacity Release timeline is as follows in accordance with NAESB WGQ Standard No. 5.3.2, V3.2:

For biddable releases (1 year or less):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m. Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day. Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m. Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

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- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

If Shipper specifies a bid evaluation methodology other than those stated in Section 6.16[3] or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing gas flow to occur at least one day later than under the standard timelines.

For proposed capacity releases of a duration of thirty-one (31) days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or to a marketer participating in a state-regulated retail program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)) are not required to be posted for bidding pursuant to Section 6.16[3]. Nonetheless, Releasing Shipper may elect to post one of the foregoing releases for bidding pursuant to Section 6.16[3]. Releasing Shipper shall notify GGSC of the foregoing releases by providing the information pursuant to Section 6.16[1], which information will be posted on the Website as required by Section 6.16[5] in accordance with the above timelines.

Prior to the nomination deadline for the chosen cycle for the begin date specified in Shipper Notice, the Prearranged Shipper must initiate confirmation for prearranged deals electronically. GGSC will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 6.12 of the General Terms and Conditions; however, in no circumstance will gas flow prior to the effective date of the release as specified in Releasing Shipper's offer. If a release of capacity is exempt from bidding because it is for a term of thirty-one (31) days or less, a Releasing Shipper may not roll-over, extend, or in any way continue the release to the same Replacement Shipper using the thirty-one (31) days or less bidding exemption, unless the Releasing Shipper complies with the posting and bidding requirements of Section 6.16[3] or not less than twenty-eight (28) days have elapsed since the conclusion of the prior release period.

The TSP should post Offers and Bids, including pre-arranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such Offer, and the TSP should support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB WGQ Standard No. 5.3.2 (NAESB WGQ Standard No. 5.3.24, V3.2). A Releasing Shipper should not be able to specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release (NAESB WGQ Standard No. 5.3.25, V3.2).

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4. **Pre-arranged Releases.** Releasing Shipper may designate an entity (a designated pre-arranged Replacement Shipper) to which it has agreed to release the capacity upon specified terms and conditions. Releasing Shipper's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 6.16[5] and 6.16[8], herein, with the pre-arranged Replacement Shipper being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a pre-arranged Replacement Shipper is for a period of thirty-one (31) days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or to a marketer participating in a state-regulated retail program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), the Releasing Shipper shall provide notice to GGSC in accordance with this Section and may implement the release without complying with such prior posting and bidding procedures. Notices of such exempted releases shall be posted on the Website in accordance with Section 6.16[3] herein.
5. **Posting.** Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, GGSC will post such information on its Website in accordance with the timeline set forth in Section 6.16[3] herein. A Releasing Shipper may request a later posting time for posting of such offer, and GGSC will support such request insofar as it comports with the standard capacity release timeline set forth in Section 6.16[3] herein. Any party desiring to purchase capacity to be acquired through capacity release pursuant to this Section 6.16 may submit the terms and conditions of its offer to GGSC for posting via e-mail to astaab@ggsc.com. GGSC shall post such information as a notice on its Informational Postings Website under Notices/Request to Purchase Releasable Capacity. Such posting shall remain on the Website for at least 30 days, unless notified otherwise by the requesting party.
6. **Bidding and Selection of Replacement Shipper.** All bids must contain the applicable information required in this Section. If Releasing Shipper desires to solicit bids for releases of 31 days or less, to an asset manager (as defined in 18 C.F.R. 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined in 18 C.F.R. 284.8(h)(4)), it may direct GGSC to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Shipper. Any bid submitted by a Replacement Shipper shall include an e-mail address for at least one contact person, and it is Shipper's responsibility to update e-mail address information provided to GGSC, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by GGSC before the end of the bid period. Bids cannot be withdrawn after the bid period ends (NAESB WGQ Standard No. 5.3.15, V3.2). Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. GGSC shall evaluate the bids in accordance with the provisions of this section and determine the best bid in accordance with the timelines set forth in Section 6.16[3] herein. GGSC shall not award capacity release offers to the Replacement Shipper until and unless the Replacement Shipper meets GGSC's creditworthiness requirements applicable to all services that it receives from GGSC, including the service represented by the capacity release. Further, GGSC shall not award capacity release offers to the Replacement Shipper until and unless it is reasonable to do so and GGSC's lenders agree to so discharge the capacity. GGSC shall notify Releasing Shipper, the best bidder, and any prearranged designated Replacement Shipper of such determination in accordance with the timelines set forth in Section 6.16[3] herein. If there is a pre-arranged designated Replacement Shipper, it may exercise its right to match such best bid by providing written notice of such exercise to GGSC and Releasing Shipper in accordance with the timelines set forth in Section 6.16[3] herein. After capacity is awarded, GGSC will post the applicable terms and conditions of each Award to its

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Internet Website. The Replacement Shipper will have the same rights and obligations as any other existing Shipper on GGSC's system. Following implementation of the release, GGSC shall post notice of the winning bidder on the Internet Website.

7. Best Bid. When the TSP makes awards of capacity for which there have been multiple Bids meeting minimum conditions, the TSP should award the Bids, best Bid first, until all offered capacity is awarded (NAESB WGQ Standard No. 5.3.4, V3.2). The capacity being awarded represents the MDIQ, MDWQ, or MSQ. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. GGSC shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Shipper as follows:
- (a) GGSC shall apply the standard or criteria for such determination specified by the Releasing Shipper, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this KCC Gas Storage Tariff, applicable to all potential Replacement Shippers and require GGSC in applying such standard to exercise no more than a ministerial function. The Releasing Shipper shall indemnify and hold GGSC harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by GGSC arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Shipper.
 - (b) In default of Releasing Shipper specifying a bid evaluation standard, GGSC shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of Releasing Shipper specifying a method to break ties priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.
8. Qualification of Prospective Replacement Shipper. A prospective Replacement Shipper must be on GGSC's approved bidders list before bids may be posted on the Internet Website, must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this KCC Gas Storage Tariff and must have executed an Umbrella Service Agreement for Replacement Shipper. To be on the approved bidders list, the prospective Replacement Shipper must satisfy GGSC's credit requirements as outlined in Section 6.5 of the General Terms and Conditions, and provide GGSC any information required by Section 6.5 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated every three (3) months. The prospective Replacement Shipper shall remain on the approved bidders list until such prospective Replacement Shipper (i) notifies GGSC to the contrary, (ii) no longer meets the credit qualifications established in Section 6.5 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Shipper fails to pay part or all of the amount of any bill for service in accordance with Section 6.15 of the General Terms and Conditions. GGSC will apply its creditworthiness criteria to assess the submission. On a not unduly discriminatory basis, GGSC will permit Replacement Shippers not satisfying the creditworthiness requirements to submit bids, if the Releasing Shipper provides GGSC with a guarantee or other form of credit assurance in form and substance satisfactory to GGSC of all financial obligations of the Replacement Shipper with respect to the capacity being released by Releasing Shipper prior to the commencement of service to the Replacement Shipper.

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9. Nominations. Following its selection, and prior to the flow of gas, the Replacement Shipper shall be permitted to submit nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this KCC Gas Storage Tariff.
10. Billing. The Replacement Shipper shall be billed and make payments to GGSC in accordance with the applicable Rate Schedule, other provisions of this KCC Gas Storage Tariff and of its service agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Shipper shall pay or be liable for the maximum usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Rate Schedule attributable to its usage of the released capacity and for any reservation charges) plus all applicable surcharges applicable thereto) agreed upon under the terms of the release. GGSC shall continue to bill the Releasing Shipper all applicable charges under its existing Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Shipper and attributable to its usage of the released capacity. Invoices sent to the Releasing Shipper shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Shipper for the released capacity rights, or as otherwise agreed. If the Replacement Shipper fails to pay when due all or part of the amounts credited to the Releasing Shipper, GGSC shall pursue payment from the Replacement Shipper by notifying such Shipper by registered letter, return receipt requested, that it has five (5) Days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Shipper fails to pay such amount by the end of the fifth Day, GGSC shall reverse the credit and bill the Releasing Shipper for such past due amounts, plus applicable interest.
11. Rights and Obligations of the Parties.
- (a) The Service Agreement between the Releasing Shipper and GGSC shall remain in full force and effect with the Releasing Shipper to receive a credit to its invoice as described in Section 6.16[10] above. If the Replacement Shipper fails to pay all or part of the amounts credited to the Releasing Shipper after the five day notification period specified in Section 6.16[10], GGSC shall reverse the credit and bill the Releasing Shipper for such past due amounts, plus applicable interest. The Service Agreement executed by the Replacement Shipper shall be fully effective and enforceable by and against the Replacement Shipper. The Replacement Shipper may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Shipper.
- (b) GGSC shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of GGSC's KCC Gas Storage Tariff and their respective Service Agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in GGSC's opinion, inconsistent or conflicting, GGSC shall comply with the instructions of the Releasing Shipper; provided, however, that such instructions must not be inconsistent with GGSC's KCC Gas Storage Tariff or the terms of either the Releasing Shipper's or Replacement Shipper's service agreement. The Releasing Shipper will indemnify GGSC against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by GGSC in reliance upon the Releasing Shipper's nominations and instructions and will hold GGSC harmless for any action taken by GGSC in reliance upon the nominations and scheduling instructions of the Replacement Shipper; provided, however, that the

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Releasing Shipper shall not be liable for the Replacement Shipper's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Shipper and attributable to its usage of the released capacity. The Replacement Shipper will indemnify GGSC against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by GGSC in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold GGSC harmless for any actions taken by GGSC in reliance upon the instructions of the Releasing Shipper.

12. Marketing Fee. If GGSC and the Releasing Shipper so agree, GGSC may receive a negotiated fee for its marketing efforts.

13. Limitations.

- (a) Releases hereunder shall be for period(s) of one or more Day(s) and the maximum term shall not extend beyond the expiration of this KCC Gas Storage Tariff provision or beyond the expiration of the Releasing Shipper's Service Agreement.
- (b) GGSC may invalidate any offer to release or any bid subsequent to its posting on the Internet Website which does not conform to the requirements of this Section and the other provisions of this KCC Gas Storage Tariff and such invalidated offer or bid shall be deemed null and void.
- (c) Any terms and conditions imposed on the offer to release by the Releasing Shipper as provided for in this Section must be objectively stated, reasonable, capable of administration or implementation by GGSC without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this KCC Gas Storage Tariff and Releasing Shipper's Service Agreement.
- (d) A Releasing Shipper may re-release to the same Replacement Shipper for a term of 31 days or less if: (i) a period of 28 days has elapsed after the first release for 31 days or less has expired; (ii) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release; or (iii) the Releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.
- (e) Recall Provisions. If the Releasing Shipper retains recall rights, Releasing Shipper's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Shipper is on a full day or partial day basis. The Releasing Shipper should provide capacity recall notification to the TSP through the TSP's Customer Activities Website. The recall notification should specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled (NAESB WGQ Standard No. 5.3.48, V3.2). Recalled capacity notices should indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall (NAESB WGQ Standard No. 5.3.49, V3.2).

In accordance with NAESB WGQ Standard No. 5.3.44, V3.2, all TSPs should support the following

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recall notification periods for all released capacity subject to recall rights.

(i) Timely Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;

(ii) Early Evening Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;

(iii) Evening Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;

(iv) Intraday 1 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;

(v) Intraday 2 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement

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Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due;

(vi) Intraday 3 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

For recall notification provided to the TSP prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ Standard No. 5.3.45, V3.2)

GGSC's notices of recalled capacity to all affected Replacement Shippers shall be provided via the Internet Website, along with written notice via e-mail communication to those Replacement Shipper contact person(s) identified in the Replacement Shipper's bid submitted pursuant to Section 6.16[6] of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from GGSC, each affected Replacement Shipper shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Shipper will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Shippers involved in re-release transactions may receive notice slightly after the first Replacement Shipper receives notice. The recalling Releasing Shipper may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 6.12 of these General Terms and Conditions.

(f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Shipper for a partial day recall is a quantity equal to the lesser of:

- (1) The quantity specified in the Releasing Shipper's notice to recall capacity; or
- (2) The difference between the quantity released by the Releasing Shipper and the Elapsed Prorata Capacity.

The recall notification provided to GGSC should be expressed in terms of total released capacity entitlements. In the event of an intraday capacity recall, the TSP should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics (NAESB WGQ Standard No. 5.3.56, V3.2).

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The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC or other TSP tariff specific variations of the EPC in accordance with NAESB WGQ Standard No. 5.3.56 (NAESB WGQ Standard No. 5.3.58, V3.2). This allocated daily contractual quantity shall be used for purposes of nominations, billing, and, if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, GGSC shall not be obligated to deliver a combined quantity to the Releasing Shipper and the Replacement Shipper(s) that is in excess of the total daily contract quantity of the release.

The Releasing Shipper shall exercise and administer such recall rights and GGSC may rely on the Releasing Shipper's notice and instructions. Releasing Shipper shall indemnify and hold GGSC harmless from and against all demands, losses, causes of action, expenses and/or damages resulting from or relating to Releasing Shipper's exercise of its recall rights and GGSC's compliance therewith including claims by the affected Replacement Shippers.

- (g) Reput Provisions. TSPs should support the function of reputting by Releasing Shipper (NAESB WGQ Standard No. 5.3.7, V3.2). The Releasing Shipper may reput previously recalled capacity to the Replacement Shipper pursuant to the reput rights and methods identified in the Releasing Shipper's notice to release capacity, as required by Section 6.16[1(g)]. When capacity is recalled, it may not be reput for the same Gas Day (NAESB WGQ Standard No. 5.3.53, V3.2). The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day (NAESB WGQ Standard No. 5.3.54, V3.2).
- (h) Following the awarding of capacity to a Replacement Shipper in accordance with the procedures provided in this section, the Releasing Shipper's rights and GGSC's obligations under the Releasing Shipper's Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Shipper for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute Releasing Shipper's consent and agreement to such amendment or modification of its existing Service Agreement.
- (i) The offer to release by a Shipper under Rate Schedule FSS must specify the quantities of MDDQ, MDRQ, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with Releasing Shipper's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Shipper shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw gas up to the MSQ released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release. A Replacement Shipper under Rate Schedule FSS shall be responsible for arranging transportation to and from Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Service Agreement and Rate Schedule FSS. The Replacement Shipper under Rate Schedule FSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject gas will be subject to the provisions thereof. If the Releasing Shipper proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release of storage

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capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release subject to compliance with the provisions of Section 6.13 of these General Terms and Conditions. The Replacement Shipper must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Shipper can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Shipper as provided in Section 6.13 of these General Terms and Conditions. If the Replacement Shipper fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Shipper's remaining Storage Inventory will be vested, at no cost, in the Releasing Shipper which released its capacity to the Replacement Shipper on a temporary basis.

14. GGSC's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (i) GGSC has given notice of termination of the Releasing Shipper's contract because the Releasing Shipper no longer satisfies GGSC's credit requirements as outlined in Section 6.5 of these General Terms and Conditions and (ii) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Shipper's Umbrella Service Agreement for Replacement Shipper is less than the level of the reservation charge which the Releasing Shipper was obligated to pay GGSC, then GGSC shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement or Prearranged Shipper, unless the Replacement or Prearranged Shipper agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Addendum either (a) the reservation and commodity charges at levels which the Releasing Shipper was obligated to pay GGSC, or (b) such rate as mutually agreed to by GGSC and Replacement or Prearranged Shipper. Shipper may elect to pay the lesser of the two foregoing options. GGSC's right to terminate the Addendum is subject to GGSC providing written notice of termination to the Replacement or Prearranged Shipper within 60 Days of the determination by GGSC that the Releasing Shipper no longer satisfies GGSC's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Shipper's contract.
- (b) In the event that a Shipper has received 30 Days' notice of termination of the Addendum to Shipper's Umbrella Service Agreement for Replacement Shipper pursuant to Section 6.16 above for storage service and there is gas in storage for Shipper's account at the end of such 30-Day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said gas by Shipper until Shipper's Storage Inventory is zero. GGSC shall require Shipper to withdraw each day a quantity equal to the MDWQ, or such other lesser quantity acceptable to GGSC. The requirement to withdraw storage quantities shall be suspended on any day to the extent that GGSC cannot accommodate a nomination to withdraw such storage quantities on such day. Shipper may also transfer title of gas remaining in Shipper's Storage Inventory to another Shipper pursuant to Section 6.13 of GGSC's General Terms and Conditions. In the event Shipper fails to withdraw its entire Storage Inventory within the time required by this Section, GGSC shall auction any remaining Storage Inventory and credit the proceeds of such sale to Shipper, net of withdrawal charges and fuel, if applicable. Shipper shall indemnify GGSC and hold it harmless from all costs, damages, and liabilities arising out of the failure of Shipper to remove such Storage Inventory and the disposal of such Storage Inventory by sale by GGSC. When the gas is purchased at auction, Shipper purchasing the gas must provide identification of the existing storage service agreement with GGSC under which Shipper shall store

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all such gas purchased. Shipper purchasing the gas agrees to pay the applicable storage rate on the gas purchased beginning on the date the bid was accepted at auction.

15. Notices to Releasing Shippers. In accordance with NAESB WGQ Standard No. 5.3.60, V3.2, the TSP should provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by the TSP to the Releasing Shipper's Replacement Shipper(s), of the following:
- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to the TSP's tariff;
 - (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
 - (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
 - (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to the TSP's tariff.
16. Permanent Capacity Releases. To the extent that any Shipper desires to release all or any part of its firm rights under an open-access Rate Schedule on a permanent basis, the procedures specified in this Section 6.16[16] shall apply. In addition, the Replacement Shipper that will acquire the capacity from Shipper must provide the credit information required by Section 6.5 herein. For any permanent capacity release, the minimum bid acceptable to GGSC shall be a bid for the remainder of the term of Shipper's Service Agreement at the rate(s) Shipper is obligated to pay GGSC for the capacity to be permanently released. In the event there is a request for a permanent release of Shipper's capacity, GGSC will agree to discharge the Releasing Shipper of liability, on a prospective basis, in whole or in part, provided, the Replacement Shipper meets the minimum acceptable credit standard set forth in Section 6.5 of these General Terms and Conditions. GGSC may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by GGSC, GGSC shall notify Shipper via EDM and shall include in the notification the reasons for such denial.

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GT&C - Disposition of Retained Quantities

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Disposition of Retained Quantities

1. In the event that GGSC holds an auction for gas quantities retained pursuant to Section 5.1[8] of Rate Schedule FSS, Section 5.2[8] of Rate Schedule ISS, Section 5.3[8] of Rate Schedule PKS or Section 5.7[8] of Rate Schedule IBS, GGSC shall post such quantities on the Website on the fifth (5th) Business Day following the fifteenth (15th) of the Month. GGSC shall accept bids only during the time period from 7:00 A.M. until 11:00 A.M. CT on the seventh (7th) Business Day following date of the posting. GGSC shall sell the quantities to Shipper submitting the highest bid, and shall notify such Shipper prior to 4:00 P.M. CT of the same day on which GGSC accepts the bids; provided, however, GGSC reserves the right to reject all bids. When the gas is purchased at auction, Shipper must provide identification of the existing storage Service Agreement with GGSC under which Shipper shall store the gas in GGSC's Facilities.
2. GGSC shall credit the net proceeds received from such an auction to all Shippers that did not have gas sold during the subject auction ("Qualifying Shipper") based on the ratio of the total charges paid by each Qualifying Shipper for service to the total amount of such charges paid by all Qualifying Shippers during the Month in which the auction of the gas occurred. For the purposes of this Section, the term "net proceeds" shall mean the total proceeds received from the auction less the accumulated charges pursuant to the applicable Rate Schedule for the agreement held by Shipper winning the bid.

Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year and will be included on the Qualifying Shippers' invoice for the Month following the date of the final KCC order approving GGSC's penalty disbursement report; provided, however, that GGSC will calculate and include such credits on Qualifying Shippers' invoices for a period shorter than twelve months in the event and to the extent that the total accumulated amount of penalty revenue collected pursuant to this Section 6.17 by GGSC as of the end of any Month exceeds \$1,000,000. GGSC will file a penalty disbursement report within sixty (60) Days of July 31 or sixty (60) Days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Qualifying Shippers pursuant to this section shall include interest calculated in accordance with the KCC's customer deposit interest rate.

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Section 6.18

GT&C - Interruption of Service and Operational Flow Orders

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Interruption of Service and Operational Flow Orders

1. Interruptions.

- (a) If, on any Day, GGSC's capability to receive or deliver quantities of gas is impaired so that GGSC is unable to receive or deliver all scheduled quantities, then interruption of service shall be made in the reverse order of priority set forth in Section 6.12[2], Volumes in each category will be interrupted on a pro rata basis, except that Interruptible service will be interrupted based on the charges paid by Shipper, with the transaction with the lowest net revenue to GGSC being interrupted first. Any ties shall be interrupted on a pro rata basis.
- (b) GGSC shall provide Shipper as much advance notice of interruption as is practicable under the circumstances. Such notice shall be made by EDM via the Internet Website, or other agreed-upon method, as appropriate, and shall state the reduced quantities of gas that GGSC estimates it will be able to park, loan, wheel, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the interruption.
- (c) If the interruption is required, GGSC and Shipper shall cooperate to the extent possible in making adjustments to receipt, deliveries, injections or withdrawals to minimize injury to any property or facilities.
- (d) GGSC shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service.

2. Operational Flow Orders.

- (a) GGSC shall have the right to issue Operational Flow Orders ("OFO") that require actions by Shippers in order to (i) alleviate conditions that threaten to impair reliable service; (ii) maintain operations at the pressure required to provide efficient and reliable services; (iii) have adequate gas supplies in the system to deliver on demand; (iv) maintain service to all firm Shippers and for all firm services; and (v) maintain the system in balance for the foregoing purposes. GGSC shall lift any effective OFO, promptly upon the cessation of operating conditions that caused the relevant system problem.
- (b) To the extent reasonably practical, GGSC shall take all reasonable actions necessary to avoid issuing an OFO. Such actions shall include, in order of priority, (i) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Delivery, (ii) working with Shippers and point operators to adjust scheduled flows on the system, or (iii) taking any other reasonable action designed to mitigate the system problem. After taking all reasonable actions to avoid issuing an OFO, GGSC shall have the right to issue an OFO, if necessary, in the circumstances described in Section 6.18[2(a)].
- (c) Preliminary Notice. GGSC shall provide, via posting on its Website or other agreed-upon method and directly to affected parties, prior notice to all Shippers and point operators of upcoming system events, such as anticipated weather patterns and operational problems that may necessitate the issuance of an OFO and provide actions that Shippers may take to avoid issuance of an OFO.

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upon KCC approval		
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Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

Gas Storage Tariff

Section 6.18

GT&C - Interruption of Service and Operational Flow Orders

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Initial Volume No. 1

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

Sheet 2 of 3

- (d) Applicability of OFO. GGSC shall make an OFO as localized as is reasonably practicable based on GGSC's good faith and reasonable judgment concerning the situations requiring remediation, such that an OFO will be directed first to Shippers and point operators causing the problem requiring an OFO and second, if necessary, to all other Shippers and point operators. GGSC will tailor the OFO to match the severity of the known or anticipated operation problem requiring remediation. The declaration to the affected parties of OFO shall describe the conditions and the specific responses required from the affected parties.
- (e) Notice. OFOs will be issued via EDM to the affected Shipper(s) or point operator(s), with subsequent posting on the Website, and notice to affected parties, as established in their Service Agreements. GGSC shall also provide such notification via e-mail communication to those Shippers and point operators that have provided e-mail address information for at least one contact person and have requested, via GGSC's Website, e-mail notification of critical notices issued by GGSC. The OFO will set forth (i) the time and date of issuance; (ii) the actions Shipper or point operator is required to take; (iii) the time by which Shipper or point operator must be in compliance with the OFO; (iv) the anticipated duration of the OFO; (v) the status of operational variables that determine when an OFO will begin and end; and (vi) any other terms that GGSC may reasonably require to ensure the effectiveness of the OFO. GGSC shall promptly post periodic updates of such information upon occurrence of any material change in information, including when an OFO will be lifted. GGSC will also post the factors that caused the OFO to be issued, then lifted, to the extent such factors are known.
- (f) Unilateral Action. In the event Shipper(s) or point operator(s) does not comply with an OFO or the actions thereunder are insufficient to correct the system problem, or there is insufficient time to carry out the OFO procedures, GGSC may take unilateral action, including the curtailment of Firm service, to maintain the operational integrity of GGSC's system. For purposes of this section, the operational integrity of GGSC's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas to be delivered.
- (g) Termination of OFO. GGSC shall lift any effective OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After GGSC has lifted the OFO, GGSC shall post a notice on its Website specifying the factors that caused the OFO to be issued and then lifted, to the extent such factors are known. GGSC shall also provide such notification via e-mail communication to those Shippers who have submitted a request, and provided e-mail address information for at least one contact person, via GGSC's Website to receive e-mail notification of critical notices issued by GGSC.
- (h) Penalties. All quantities tendered to GGSC and/or taken by Shipper on a daily basis in violation of an OFO shall constitute unauthorized receipts or deliveries for which the applicable OFO penalty charge as provided in Section 6.19 shall be assessed; provided, however, that to the extent Shipper is required to make a nomination pursuant to an OFO unless critical circumstances dictate otherwise, no penalty will be assessed unless Shipper is given notice and a reasonable period of time to correct the circumstances giving rise to the OFO.

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THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

Gas Storage Tariff

Section 6.18

GT&C - Interruption of Service and Operational Flow Orders

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

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- (i) Liability. GGSC shall not be liable for any costs incurred by any Shipper or point operator in complying with an OFO. Nor shall GGSC be responsible for any damages resulting from any interruption in service that is a result of a Shipper's or point operator's failure to comply promptly and fully with an OFO, and the non-complying Shipper or point operator shall indemnify GGSC against any claims of responsibility; provided, however, that to the extent Shipper is required to make a nomination pursuant to an OFO unless critical circumstances dictate otherwise, no penalty will be assessed unless Shipper is given notice and a reasonable period of time to correct the circumstances giving rise to the OFO; and provided further, GGSC shall use reasonable efforts to minimize any such costs or damages.

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THE STATE CORPORATION COMMISSION OF KANSAS

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KANSAS GAS OPERATIONS

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Gas Storage Tariff

Section 6.19

GT&C - Penalties

Initial Volume No. 1

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

Sheet 1 of 1

Penalties

1. A Shipper shall be liable for and shall be required to reimburse GGSC for all penalties, charges and fees which GGSC is required to pay to Transporter(s) as a consequence of Shipper's actions. The recovery of such penalty amounts shall be on an as-billed basis.
2. In addition to the payment of the penalties set forth in Section 6.19 herein, the responsible Shipper shall also be liable for, and shall reimburse GGSC for all costs incurred by GGSC as a consequence of such Shipper's actions.
3. GGSC shall credit the actual penalty revenues, net of GGSC's costs related to the penalty event, received by GGSC from Shippers in any calendar year, by invoice credit to all Shippers who did not incur penalty charges in the month for which such revenues were received. Such credits shall be made on a pro rata basis based on a Shipper's total reservation and usage charges paid each month, as more fully described in Section 6.19[4] below.
4. OFO penalty charge for each Dth of gas by which Shipper deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for the Transporter on whose pipeline the deviation occurred for the Day on which the deviation occurred, multiplied by the quantity by which Shipper deviated from the requirements of the OFO.

Any penalty revenue collected by GGSC pursuant to this Section 6.19 shall be credited to those Firm and Interruptible Shippers that did not incur the OFO pursuant to this Section 6.19 in the Month for which the OFO penalty revenues were received ("Non-Offending Shippers"), based on the ratio of the total charges paid during that Month by the Non-Offending Shipper to the sum of the total charges paid during that Month by all Non-Offending Shippers. Such credits shall be calculated for each Month of the twelve (12) month period ending July 31 of each year and will be included on the Non-Offending Shipper's invoice for the Month following the date of the final KCC order approving GGSC's penalty disbursement report; provided, however, that GGSC will calculate and include such credits on Non- Offering Shipper's invoices for a period shorter than twelve months in the event and to the extent that the total accumulated amount of OFO penalty revenue collected pursuant to this Section 6.19 by GGSC as of the end of any Month exceeds \$1,000,000. GGSC will file a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month for which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Shippers pursuant to this Section shall include interest calculated in accordance with the KCC's customer deposit interest rate.

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Gas Storage Tariff

Section 6.20

GT&C - Title and Risk of Loss

Initial Volume No. 1

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

Sheet 1 of 1

Title and Risk of Loss

1. Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of gas for wheeling, storage or injection hereunder either good title or the right to have gas transported or stored. Shipper warrants for itself, its successors and assigns, that the gas delivered hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify GGSC and save it harmless from all claims whatsoever; and that it will indemnify GGSC and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to gas tendered to GGSC hereunder.
2. As between Shipper and GGSC: Shipper shall be in control and possession of the gas prior to delivery to GGSC for wheeling, parking, storage or injection at the Point(s) of Receipt located on GGSC's system and after delivery by GGSC to Shipper at the Point(s) of Delivery located on GGSC's system and shall indemnify and hold GGSC harmless from any damage or injury caused thereby. GGSC shall be in control and possession of the gas after the receipt of the same at the Point(s) of Receipt and until delivery by GGSC to Shipper at the Point(s) of Delivery and shall indemnify and hold Shipper harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Shipper. The risk of loss for all gas wheeled, injected into, parked, loaned or stored in and withdrawn from storage shall remain with Shipper, and GGSC shall not be liable to Shipper for any loss of gas, except as may be occasioned due to the intentional or negligent acts or omissions by GGSC or failure of GGSC to exercise reasonable care. Any losses of gas, unless due to the intentional or negligent act or negligent act or omissions of GGSC or failure of GGSC to exercise reasonable care, shall be shared proportionally by all Shippers, based on each Shipper's Storage Inventory, Park Balance/Loan Balance, as applicable.

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THE STATE CORPORATION COMMISSION OF KANSAS

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Gas Storage Tariff

Section 6.21

GT&C - Policy w/Respect to Fees and Constr of New Facilities

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Initial Volume No. 1

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

Sheet 1 of 1

Policy with Respect to Fees and Construction of New Facilities

1. Except as provided in Section 6.21[2] herein, Shipper shall reimburse GGSC (a) for the costs of any facilities installed by GGSC with Shipper's consent to receive, measure, store or deliver gas for Shipper's account and (b) for any and all filings and approval fees required in connection with Shipper's Service Agreement that GGSC is obligated to pay to the KCC or any other governmental authority having jurisdiction. Any reimbursement due GGSC by Shipper pursuant to this Section 6.21[1] shall be due and payable to GGSC within ten (10) Days of receipt by Shipper of GGSC's bill(s) for same; provided, however subject to GGSC's consent such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Service Agreement between GGSC and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both GGSC and Shipper.
2. GGSC may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 6.21[1] for the Rate Schedule FSS if Shipper provides GGSC adequate assurances of storage quantities to make construction of the facilities economical to GGSC. All requests for waiver shall be handled by GGSC in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, GGSC will evaluate projects on the basis of various economic criteria, which will include the estimated storage quantities, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues GGSC estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to GGSC. In estimating the revenues to be generated, GGSC will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

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Gas Storage Tariff
Section 6.22
GT&C - Miscellaneous Provisions
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No supplement or separate understanding shall modify the tariff as shown hereon.

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This section contains miscellaneous provisions, as described.

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Gas Storage Tariff

Section 6.22.1

GT&C - Misc-Applicable Law and Authorities

Initial Volume No. 1

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

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

Sheet 1 of 1

Applicable Law and Authorities

1. **Applicable Law**

This Tariff, including the Rate Schedules, the General Terms and Conditions, and the obligations under any Service Agreements under this Tariff is subject to all valid laws, orders, rules, and regulations of any duly constituted authority having jurisdiction. The validity, construction, interpretation and effect of any Service Agreement covered by this Tariff shall be governed by the substantive laws of the State of Kansas, the parties agree that Kansas' choice of law rules may not be used to direct or determine that some other State's law shall govern a dispute arising hereunder.

2. **Duly Constituted Authorities**

- (a) This Tariff and any agreement executed with respect thereto, is expressly made subject to all present and future valid rules, laws, regulations, opinions, decisions or orders of any regulatory body having jurisdiction.
- (b) Customer shall provide GGSC with all information required for GGSC to comply with the KCC's reporting requirements.

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Gas Storage Tariff

Section 6.22.2

GT&C - Misc-Successors in Interest

Initial Volume No. 1

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

Sheet 1 of 1

Successors in Interest

Any company that succeeds by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of GGSC or of Shipper, used or intended to be used for rendering gas services authorized by the KCC, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. In accordance with the capacity release procedures set forth in Section 6.16 of the General Terms and Conditions, Shipper may, without relieving itself of its obligations under such agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of GGSC, in the event of any assignment by Shipper, or the consent thereto of Shipper, in the event of an assignment by GGSC. Notwithstanding the foregoing, Shipper may, upon notice to GGSC but without the need for GGSC's consent, assign all or part of its right, interest and obligations under this Agreement to any wholly-owned affiliate(s) of Shipper that has a credit rating equal to or higher than Shipper's but in no event lower than the Minimum Acceptable Credit Rating (or that has been provided a guarantee in GGSC's favor from an affiliated entity with such a rating). In the event of a sale of a generating unit or units at any of Shipper's generating facilities which are supplied gas from GGSC's storage facilities, Shipper may, upon notice to GGSC but without the need for GGSC's consent, assign all or part of its right, interest and obligations under this Agreement (except for the assignment rights under this Section 6.22.2) to any third party (or parties) that: (i) has a credit rating equal to or better than the Minimum Acceptable Credit Rating, and (ii) purchases said generating unit or units. No assignment by Shipper pursuant to this Section 6.22.2 shall relieve Shipper of its obligations under a Service Agreement unless such release is specifically granted by GGSC. In the event there is a request for a permanent release of Shipper's obligations, GGSC will agree to discharge Shipper of liability, on a prospective basis, in whole or in part, provided the assignee Shipper meets the minimum acceptable credit standard set forth in Section 6.5[2] of these General Terms and Conditions. If Shipper's request for a permanent release from liability is denied by GGSC, GGSC shall notify Shipper via EDM and shall include in the notification the reasons for such denial. These restrictions on assignment shall not in any way prevent any Party from pledging or mortgaging its rights under a Service Agreement as security for its indebtedness.

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Gas Storage Tariff

Section 6.22.3

GT&C - Misc-Communications

Initial Volume No. 1

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

Sheet 1 of 1

Communications

1. GGSC shall establish a website for use by any interested party. The Website shall display non-proprietary information and any information that GGSC is required by KCC Gas Storage Tariff and/or KCC regulations to make available to the general public. The Website provides menus that permit any party to (i) separately access notices of available capacity, each record in the storage request log information; (ii) view GGSC's notice of an Operational Flow Order as contemplated by Section 6.18 of the General Terms and Conditions, and (iii) download the posted information. When necessary, GGSC will post on the Website, as appropriate, available information about the imbalance and overrun status of each Shipper and the system. GGSC shall maintain and retain daily back- up records of the information displayed on the Website for at least ninety (90) Days and will then be archived. Archived information is available from GGSC within a reasonable period of time after receipt of a request for such information. Information on the most recent entries will appear ahead of older information.
2. GGSC shall post on the Website information relevant to the availability of firm and interruptible capacity in its Facility. The Website will note whether the capacity is available from GGSC directly or through GGSC's capacity release mechanism as set forth in Section 6.16 of the General Terms and Conditions. The Website shall provide information about imbalances on a daily basis. The Website also include information allowed or required to be posted thereon by other provisions of the tariff including Section 6.16, information which GGSC is required to post pursuant to any KCC regulations, or other information GGSC chooses to post in furtherance of the operation of its system.
3. Critical system-wide notices will be in a separate category from notices that are not critical. GGSC will use EDM in order to facilitate certain notifications to Shippers as required by this KCC Gas Storage Tariff; Shipper shall provide GGSC with at least one EDM address to which these notifications can be sent and shall be responsible for updating such information as necessary.
4. GGSC shall not be liable to the Website user nor any other party for damages for any act, omission or circumstance related to the Website occasioned by or in consequence of any acts of God, strikes, lockouts, act of the public enemy, wars, blockades, insurrections, fires, storms, floods, washouts, power outages, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or computers, failure of malfunction of electronic communication or transmission, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of GGSC and which by exercise of due diligence GGSC is unable to prevent or overcome. To the extent the information displayed on the Website is originated solely by GGSC and such information is subsequently determined inaccurate, the Website user shall not be subject to any penalties otherwise collectable by GGSC based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the Website.
5. GGSC warrants that, without the express consent of the Website user or as provided for in Section 6.16 of the General Terms and Conditions, no GGSC employee or agent will disclose to any third party any information regarding research performed through the Website by the Website user.

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Gas Storage Tariff
Section 6.22.4
GT&C - Misc-Notices
Initial Volume No. 1

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

Sheet 1 of 1

Notices

1. GGSC may provide Notice to Shippers via its Internet Website. Otherwise, any notice, request, demand, or statement shall be given in writing, shall be delivered in person or sent by electronic mail or sent via EDM to the Parties at the addresses shown as may hereafter be furnished to the other Party in writing. Each Party shall have the right to change the electronic mail address to which notice shall be sent or delivered by similar notice or like manner to the other Party.
2. The effective date of notice shall be the same Business Day on which the notice is electronically mailed. Any notice initially delivered by EDM shall be confirmed by electronic mail within one (1) day after transmission of the EDM.

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Gas Storage Tariff

Section 6.22.5

GT&C - Misc-Joint Obligations

Initial Volume No. 1

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

Sheet 1 of 1

Joint Obligations

When Shipper under a Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Shipper shall be taken by such persons jointly.

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Gas Storage Tariff
Section 6.22.6
GT&C - Misc-Modification
Initial Volume No. 1

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

Sheet 1 of 1

Modification

No modification to the terms and provisions of any Service Agreement of exhibit thereto shall be or become effective except by the execution of a superseding Service Agreement or exhibit thereto.

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Gas Storage Tariff

Section 6.22.7

GT&C - Misc-Waiver of Default

Initial Volume No. 1

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

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**Non-Discriminatory Waiver of Tariff Provisions and
Non-Waiver of Future Defaults**

GGSC may waive any of its rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver by either Shipper or GGSC of any one or more defaults by the other in the performance of any provision of the Service Agreement between Shipper and GGSC shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

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Gas Storage Tariff

Section 6.22.8

GT&C - Misc-Force Majeure

Initial Volume No. 1

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

Sheet 1 of 2

Force Majeure

1. Notwithstanding anything herein to the contrary, if either GGSC or Shipper is prevented, wholly or in part, by Force Majeure from performing its obligations hereunder, it is agreed that performance of the respective obligations of the Parties hereto, so far as they are affected by Force Majeure, shall be suspended from the inception of any such inability until it is corrected but for no longer period. The Party claiming such inability shall give notice thereof to the other Party as soon as practicable after the occurrence of the Force Majeure. If such notice is first given by telephone or EDM, it shall be confirmed within 30 Days, in writing, which, for GGSC, may be accomplished through posting on its Informational Postings Website. The Party claiming such inability shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. Notwithstanding anything herein to the contrary, the Parties agree that changes in economic or market conditions that make performance more economically burdensome do not constitute Force Majeure events.
2. The term "Force Majeure" as employed herein shall mean acts of God, governmental action, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, storm warnings, floods, washouts, freezes, arrests and restraints of governments and people, civil disturbances, acts of sabotage, explosions, breakage of, accidents to, or mechanical failure of machinery, equipment, lines of pipe or subsurface storage caverns regardless of how caused, failure of any transporter(s) to receive or take any volumes of Gas tendered for receipt or delivery at the Point(s) of Receipt or Delivery hereunder, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension (including, but not limited to, acts of negligence or willful misconduct of third parties, whether or not under the control, employ or supervision of the Party claiming suspension) and which by the exercise of reasonable due diligence such party is unable to prevent or overcome. Such term shall likewise include: (a) in those instances where either Party hereto is required to obtain servitudes, rights-of-way grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights -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 constructing or maintaining facilities or is required to secure permits or permissions from any governmental agency to enable such Party to fulfill its obligations hereunder, the inability of such Party, at reasonable cost and after the exercise of reasonable diligence, to furnish such materials and supplies or to secure such permits and permissions.
3. The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the requirement in Section 6.22.8[2] above that any Force Majeure event shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the party having the difficulty.
4. Neither GGSC nor Shipper shall be liable to the other for any losses or damages, regardless of the nature thereof and howsoever occurring , whether such losses or damages be direct or indirect, immediate or remote, by reason of, caused by, arising out of, or in any way attributable to the suspension of performance of any obligation of either party when such suspension occurs because a party is rendered unable, wholly or in part, by Force Majeure to perform its obligations.

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Gas Storage Tariff
Section 6.22.8
GT&C - Misc-Force Majeure
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 2

5. In the event that GGSC declares Force Majeure that results in a suspension of service for 15 consecutive days or more, Shipper shall be relieved of its payment and/or demand charges for such period of suspension.

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Gas Storage Tariff

Section 6.22.9

GT&C - Misc-Indemnification

Initial Volume No. 1

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

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Indemnification

Shipper shall hold GGSC harmless for all costs and penalties which may be assessed by Transporter under Shipper's transportation agreement with Transporter, unless the costs and penalties are due to the negligence of GGSC. Shipper and GGSC shall cooperate with each other and with Transporter to verify delivery and receipt of the volumes of gas delivered hereunder on a timely basis.

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Gas Storage Tariff

Section 6.22.10

GT&C - Misc-Off-System Capacity

Initial Volume No. 1

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

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Off-System Capacity

1. From time to time, GGSC may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies. In the event that GGSC acquires such capacity, GGSC will use the capacity for operational purposes and will render service to Customers on the acquired capacity pursuant to GGSC's Tariff and subject to GGSC's approved rates, as such rates may change from time to time. For purposes of transactions entered into subject to this Section 6.22.10, the "shipper must have title" requirement is waived.
2. Nothing herein shall preclude GGSC from filing with the KCC for different Tariff provisions applicable to any service which GGSC provides using off-system capacity; provided, however, that the waiver of the "shipper must have title" requirement shall not apply in such a circumstance and GGSC will be required to seek a case-specific approval of such provisions.

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Gas Storage Tariff

Section 6.22.11

GT&C - Misc-Non-Performance

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Sheet 1 of 1

Non-Performance

1. Termination. If either GGSC or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of this Tariff or any effective Service Agreement except due to causes excused by Force Majeure, then the other party may at its option terminate such agreement by proceeding as follows. The party not in default shall provide written notice to the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after receipt of such notice to remedy or remove the cause or causes stated in the notice, and if within the thirty (30) day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within the thirty (30) day period, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become void at the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such agreement pursuant to the provisions of this Section shall be without prejudice to the right of GGSC to collect any amounts then due to it for the provision of any natural gas service prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.
2. Suspension of Service. Prior to a termination for default, GGSC may suspend service to any Shipper who fails to comply with the General Terms and Conditions, the applicable Rate Schedule, or Shipper's Service Agreement. GGSC's failure to invoke its right to terminate an agreement for default shall not be construed as a waiver of GGSC's right to terminate service during any other period when Shipper is in violation of the terms of this tariff or of Shipper's Service Agreement.
3. Other Rights Preserved. The availability or exercise of the right to terminate a Service Agreement pursuant to this section shall not serve to diminish or affect the right of the Parties to seek damages or specific performance, for breach of the Service Agreement, as provided in such agreement.

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7
Form(s) of Service Agreement
Initial Volume No. 1

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

Sheet 1 of 1

This section contains GGSC's Forms of Service Agreement.

Issued	_____
	Month Day Year
Effective	upon KCC approval
	Month Day Year
By	_____
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.1

Form(s) of Service Agreement - FSS

Initial Volume No. 1

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

Sheet 1 of 5

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule FSS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

[If this Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

THIS AGREEMENT, made and entered into by and between Golden Gas Service Company, an Oklahoma Subchapter S corporation, ("GGSC") and _____, a _____ ("Shipper"), pursuant to the following recitals and representations.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. GGSC shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of GGSC's KCC Gas Storage Tariff ("Tariff"), on file with the Kansas Corporation Commission ("KCC"), as the same may be amended or superseded in accordance with the rules and regulations of the KCC. GGSC, on behalf of the Shipper, shall receive quantities of gas up to Shipper's Maximum Daily Injection Quantity ("MDIQ"), store quantities of gas up to Shipper's Maximum Storage Quantity ("MSQ") and deliver quantities of gas up to Shipper's Maximum Daily Withdrawal Quantity ("MDWQ"), or any combination thereof, as specified in Exhibit A. Service hereunder shall be provided subject to the provisions of the KCC's regulations.

Shipper agrees that GGSC shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered or (b) any provision of the General Terms and Conditions applicable to this Service Agreement. GGSC agrees that the Shipper may protest or contest the aforementioned filings, and the Shipper does not waive any rights it may have with respect to such filings.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is tendered by Shipper to GGSC under this contract and the point(s) at which the gas is tendered by GGSC to Shipper under this contract shall be at the point(s) located on GGSC's system designated on Exhibit B hereto.

Section 3. Rates. Upon commencement of service, Shipper shall pay GGSC the charges as described in the FSS Rate Schedule, and specified in Exhibit A to this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect until _____ ("Term"), subject to _____ year additional extensions at the same rates, terms and conditions upon 12 months advance written notice prior to the end of the current term. Pre-granted abandonment shall apply upon

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.1

Form(s) of Service Agreement - FSS

Initial Volume No. 1

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

Sheet 2 of 5

termination of this Agreement, subject to any right of first refusal Shipper may have negotiated with GGSC as provided in Section 5.1[7] of Rate Schedule FSS.

Section 5. Right-of-First-Refusal. Upon the expiration of the primary term or any roll-over of this Agreement, GGSC and Shipper have agreed that Shipper has the right to exercise its ROFR for the storage capacity covered by this Agreement, as provided in Section 5.1[7] of Rate Schedule FSS.

† _____ (CHECK AND INITIAL ONLY IF APPLICABLE).

Section 6. Notices. Notices to GGSC under this Agreement shall be addressed to it at astaab@ggsc.com. Attention: Alan R. Staab, and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either GGSC or Shipper by written notice.

Section 7. Law of Agreement. This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.1

Form(s) of Service Agreement - FSS

Initial Volume No. 1

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

Sheet 3 of 5

Exhibit A

Maximum Storage Quantity (MSQ)

Base Gas Requirement Ratio

_____ of Maximum Storage Quantity

Base Gas Supplied by Shipper

Maximum Daily Injection Quantity (MDIQ)

The quantity of Gas Shipper may inject pursuant to the Firm Storage Service Agreement at any time is determined by the following schedule:

Storage Inventory						
% Full	0-20%	21-40%	41-50%	51-60%	61-80%	81-100%

Average Permissible Cavern
Injection Rate (MMcfd)

Maximum Daily Withdrawal Quantity (MDWQ)

The quantity of Gas Shipper may withdraw pursuant to this Firm Storage Service Agreement at any time is determined by the following schedule:

Storage Inventory						
% Full	0-20%	21-40%	41-50%	51-60%	61-80%	81-100%

Average Permissible Cavern
Withdrawal Rate (MMcfd)

The Btu or Dth equivalent quantity injected or withdrawn shall be based upon the heating value of Shipper's gas.

Monthly Storage Reservation Charge:

Injection Charge:

Withdrawal Charge:

Excess Injection Charge:

Excess Withdrawal Charge:

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.1

Form(s) of Service Agreement - FSS

Initial Volume No. 1

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

Sheet 4 of 5

Fuel Retention:

Storage Losses:

Power Costs Charge for Compression:

Authorized Overrun Service Charge:

Title Transfer Fee:

Taxes: In accordance with Section 6.15 of the Tariff, Shipper shall reimburse GGSC for all applicable taxes as may be assessed by GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.

ROFR:

To the extent Shipper will provide Base Gas, Shipper shall provide the Base Gas required pursuant to the Base Gas Requirement Ratio.

GGSC will not insure the replacement cost of Shipper's gas.

Issued

Effective

By

Month Day Year

upon KCC approval

Month Day Year

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.1

Form(s) of Service Agreement - FSS

Initial Volume No. 1

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

Sheet 5 of 5

Exhibit B

Point(s) of Receipt and Negotiated Pressure Levels, if applicable:

Storage Inventory	% Full	MDRQ	0-20%	21-40%	41-60%	61-80%	81-100%
Interconnect	MMcfd	psig	psig	psig	psig	psig	psig

Point(s) of Delivery and Negotiated Pressure Levels, if applicable:

Storage Inventory	% Full	MDDQ	0-20%	21-40%	41-60%	61-80%	81-100%
Interconnect	MMcfd	psig	psig	psig	psig	psig	psig

*Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Interruptible Points.

Receipt and Delivery quantities shall be subject to applicable General Terms and Conditions of GGSC's KCC Gas Storage Tariff ("Tariff"), on file with the KCC, as the same may be amended or superseded in accordance with the rules and regulations of the KCC.

(If no pressure level is specified, the applicable receipt and/or delivery pressure shall be as set forth in Section 6.7[3] of the Tariff.)

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.2

Form(s) of Service Agreement - ISS

Initial Volume No. 1

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

Sheet 1 of 4

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule ISS
Agreement/Contract No.: _____
Dated: _____

[If this Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

THIS AGREEMENT, made and entered into by and between Golden Gas Service Company ("GGSC") and _____ ("Shipper").

WITNESSETH; That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. GGSC shall perform and Shipper shall receive the service in accordance with the provisions of the effective ISS Rate Schedule and applicable General Terms and Conditions of GGSC's KCC Gas Storage Tariff ("Tariff"), on file with the Kansas Corporation Commission ("KCC"), as the same may be amended or superseded in accordance with the rules and regulations of the KCC. GGSC shall store quantities of gas for Shipper up to, but not exceeding, Shipper's Maximum Interruptible Storage Capacity as specified in Exhibit A, as the same may be amended from time to time by agreement between Shipper and GGSC, or in accordance with the rules and regulations of the KCC. Service hereunder shall be provided subject to the provisions of the KCC's Regulations.

Shipper agrees that GGSC shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered or (b) any provision of the General Terms and Conditions applicable to this Service Agreement. GGSC agrees that the Shipper may protest or contest the aforementioned filings, and the Shipper does not waive any rights it may have with respect to such filings.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is tendered by Shipper to GGSC under this contract and the point(s) at which the gas is tendered by GGSC to Shipper under this contract shall be at the point(s) located on GGSC's system designated on Exhibit B hereto.

Section 3. Rates. Upon commencement of service, Shipper shall pay the charges calculated in accordance with the ISS Rate Schedule including Fuel Retention as specified in Exhibit A of this Service Agreement.

Section 4. Term. Service under this Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect through _____. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 5. Notices. Notices to GGSC under this Agreement shall be addressed to it at astaab@ggsc.com.

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.2

Form(s) of Service Agreement - ISS

Initial Volume No. 1

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

Sheet 2 of 4

Attention: Alan R. Staab, and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either Party by written notice.

Section 6. Law of Agreement. This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.2

Form(s) of Service Agreement - ISS

Initial Volume No. 1

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

Sheet 3 of 4

Exhibit A

Maximum Interruptible Storage Quantity _____

Maximum Daily Injection Quantity (MDIQ) _____

Maximum Daily Withdrawal Quantity (MDWQ) _____

Capacity Charge: _____

Injection Charge: _____

Withdrawal Charge: _____

Title Transfer Fee: _____

Fuel Retention: _____

Storage Losses: _____

Power Costs Charge for Compression: _____

Taxes: In accordance with Section 6.15[7] of the Tariff, Shipper shall reimburse GGSC for all applicable taxes as may be assessed GGSC for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas, including ad valorem taxes.

*GGSC will not insure the replacement cost of Shipper's gas.

*NOTE: The MFIQ shall equal 1/24th of the MDIQ and the MFIWQ shall equal 1/24th of the MDWQ unless the Parties specifically designate otherwise on this schedule.

GOLDEN GAS

SERVICE COMPANY

Signature: _____

Date: _____

Name: _____

Title: _____

[SHIPPER NAME]

Signature: _____

Date: _____

Name: _____

Title: _____

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature _____

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7.2
Form(s) of Service Agreement - ISS
Initial Volume No. 1

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

Sheet 4 of 4

Exhibit B

RECEIPT POINT(S)

Flow Date	Pipeline Name	Location Meter Name & Meter Number	Volume	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Maximum Daily Receipt Quantity _____
(as applicable)

DELIVERY POINT(S)

Flow Date	Pipeline Name	Location Meter Name & Meter Number	Volume	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Issued

Effective

By

MonthDayYear

upon KCC approval

MonthDayYear

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.3

Form(s) of Service Agreement - PKS

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of the Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Rate Schedule PKS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company, ("GGSC") and [Shipper Name]("Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Point(s) of Service: Point information shall be listed on Exhibit A: Service Order.

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect _____ [insert "through" or "for a primary term of] _____ [insert end date of Service Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Service Agreement shall automatically be extended for an additional term of , unless either party terminates this Service Agreement at the end of such primary or rollover term by giving the other party at least advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate(s) for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 4.3, Section 5.3, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7.3
Form(s) of Service Agreement - PKS
Initial Volume No. 1

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 2

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued	_____
	Month Day Year
Effective	upon KCC approval
	Month Day Year
By	_____
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

Gas Storage Tariff
Section 7.3.1
Form(s) of Service Agreement - PKS - Ex A
Initial Volume No. 1

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 1 of 1

EXHIBIT A

[Identify Park Quantities, Point(s), and Rate information covered by the Service Agreement which may include but need not be limited to Volume and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying Park Quantities and Point(s); and/or (ii) terms and conditions related to Park Quantities, Point(s) and Rate information permitted by a provision identified in Section 4.3, Section 5.3, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

Issued	<hr/>		
	Month	Day	Year
Effective	<hr/>		
	upon KCC approval		
	Month	Day	Year
By	<hr/>		
	Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.4

Form(s) of Service Agreement - AVS

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of the Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Rate Schedule AVS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company, ("GGSC") and [Shipper Name]("Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Point(s) of Service: Point information shall be listed on Exhibit A: Service Order.

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect _____ [insert "through" or "for a primary term of"] _____ [insert end date of Service Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Service Agreement shall automatically be extended for an additional term of _____, unless either party terminates this Service Agreement at the end of such primary or rollover term by giving the other party at least _____ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate(s) for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 4.4, Section 5.4, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7.4
Form(s) of Service Agreement - AVS
Initial Volume No. 1

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

Sheet 2 of 2

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued	_____
	Month Day Year
Effective	upon KCC approval
	Month Day Year
By	_____
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.4.1

Form(s) of Service Agreement - AVS - Ex A

Initial Volume No. 1

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

Sheet 1 of 1

EXHIBIT A

[Identify Loan Quantities, Point(s), and Rate information covered by the Service Agreement which may include but need not be limited to Volume and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying Loan Quantities and Point(s); and/or (ii) terms and conditions related to Loan Quantities, Point(s) and Rate information permitted by a provision identified in Section 4.4, Section 5.4, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.5

Form(s) of Service Agreement - IWS

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of the Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Rate Schedule IWS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company, ("GGSC") and [Shipper Name]("Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Point(s) of Receipt and Point(s) of Delivery: Point(s) of Receipt and Point(s) of Delivery shall be listed on Exhibit A.

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect _____ [insert "through" or "for a primary term of] _____ [insert end date of Service Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Service Agreement shall automatically be extended for an additional term of _____, unless either party terminates this Service Agreement at the end of such primary or rollover term by giving the other party at least _____ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate(s) for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 4.5, Section 5.5, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.5

Form(s) of Service Agreement - IWS

Initial Volume No. 1

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

Sheet 2 of 2

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.5.1

Form(s) of Service Agreement - IWS - Ex A

Initial Volume No. 1

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

Sheet 1 of 1

EXHIBIT A

[Identify Wheeling Quantities, Point(s), and Rate information covered by the Service Agreement which may include but need not be limited to Volume and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying Wheeling Quantities and Point(s); and/or (ii) terms and conditions related to Wheeling Quantities, Point(s) and Rate information permitted by a provision identified in Section 4.5, Section 5.5, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.6

Form(s) of Service Agreement - IBTS

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of the Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Rate Schedule IBTS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company, ("GGSC") and [Shipper Name]("Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Point(s) of Receipt and Point(s) of Delivery: Point(s) of Receipt and Point(s) of Delivery shall be listed on Exhibit A.

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect _____ [insert "through" or "for a primary term of] _____ [insert end date of Service Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Service Agreement shall automatically be extended for an additional term of _____, unless either party terminates this Service Agreement at the end of such primary or rollover term by giving the other party at least _____ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate(s) for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 4.6, Section 5.6, Section 6.6, and/or Section 6.8 of the Tariff.

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7.6
Form(s) of Service Agreement - IBTS
Initial Volume No. 1

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 2

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued	_____
	Month Day Year
Effective	upon KCC approval
	Month Day Year
By	_____
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

Gas Storage Tariff

Section 7.6.1

Form(s) of Service Agreement - IBTS - Ex A

Initial Volume No. 1

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

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

Sheet 1 of 1

EXHIBIT A

[Identify Balancing Quantities, Point(s), and Rate information covered by the Service Agreement which may include but need not be limited to Volume and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying Balancing Quantities and Point(s); and/or (ii) terms and conditions related to Balancing Quantities, Point(s) and Rate information permitted by a provision identified in Section 4.6, Section 5.6, Section 6.6, and/or Section 6.8 of the Tariff.]

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.7

Form(s) of Service Agreement - IBS

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of the Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Rate Schedule IBS
Service Agreement No.: _____
Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company, ("GGSC") and [Shipper Name]("Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Point(s) of Receipt and Point(s) of Delivery: Point(s) of Receipt and Point(s) of Delivery shall be listed on Exhibit A.

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect _____ [insert "through" or "for a primary term of] _____ [insert end date of Service Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Service Agreement shall automatically be extended for an additional term of _____, unless either party terminates this Service Agreement at the end of such primary or rollover term by giving the other party at least _____ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate(s) for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 4.7, Section 5.7, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Issued

Month Day Year

Effective

upon KCC approval

Month Day Year

By

Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Gas Storage Tariff
Section 7.7
Form(s) of Service Agreement - IBS
Initial Volume No. 1

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 2

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued	_____
	Month Day Year
Effective	upon KCC approval
	Month Day Year
By	_____
	Signature

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Gas Storage Tariff

Section 7.7.1

Form(s) of Service Agreement - IBS - Ex A

Initial Volume No. 1

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

Sheet 1 of 1

EXHIBIT A

[Identify Balancing Quantities, Point(s), and Rate information covered by the Service Agreement which may include but need not be limited to Volume and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying Balancing Quantities and Point(s); and/or (ii) terms and conditions related to Balancing Quantities, Point(s) and Rate information permitted by a provision identified in Section 4.6, Section 5.6, Section 6.6, Section 6.8, and/or Section 6.9 of the Tariff.]

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

Gas Storage Tariff

Section 7.8

Form(s) of Service Agreement-Umbrella Agmt for Repl Shippers

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Initial Volume No. 1

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

Sheet 1 of 2

[The following may be inserted in the header of each page of this Service Agreement, as well as any information related to the identification of the Service Agreement necessary for administrative purposes:

Umbrella Agreement for Replacement Shipper

Service Agreement No.: _____

Dated: _____

In addition, a footer may be inserted on each page of this Service Agreement for administrative purposes.]

This Service Agreement is entered into by and between Golden Gas Service Company ("GGSC") and [Shipper Name], ("Replacement Shipper").

If this Service Agreement supersedes a previous agreement(s), the following may be inserted here: Effective as of _____, this Service Agreement supersedes and replaces in entirety the following Service Agreement(s):]

Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the GGSC KCC Gas Storage Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Service Agreement conflicts with GGSC's then-current Tariff, the language of the Tariff will control.

Operation of Umbrella Agreement: Certain terms and conditions of this Service Agreement will appear on one or more applicable capacity release awards. Replacement Shipper recognizes that at any one time, Replacement Shipper may have several applicable capacity release awards in effect which, together with this Service Agreement, will each constitute a separate service agreement pursuant to Rate Schedule FSS with separate terms and conditions, and which will be administered as such.

Receipt and Delivery Point(s): Receipt and Delivery points along with any related information shall be listed in the applicable capacity release award.

Maximum Contract Quantities: Maximum Contract Quantities shall be listed on the applicable capacity release award and identified as "Awd Qty-K."

Term: This Service Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect until terminated by GGSC or Shipper upon at least thirty (30) days prior written notice; provided, however, that this Service Agreement shall not terminate prior to the termination or expiration of all of Shipper's applicable capacity release awards pursuant to the terms and conditions thereof.

Rate: The rate for service shall be the amount reflected on the applicable capacity release award (as well as other applicable charges GGSC is authorized to charge pursuant to its Tariff).

Exhibit(s): The following Exhibit(s) are attached and made part of this Service Agreement:

[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and

Issued

Effective

By

Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

THE STATE CORPORATION COMMISSION OF KANSAS

GOLDEN GAS SERVICE COMPANY

(Name of Issuing Utility)

Gas Storage Tariff

Section 7.8

Form(s) of Service Agreement-Umbrella Agmt for Repl Shippers

KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Initial Volume No. 1

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

Sheet 2 of 2

conditions specifically permitted by a provision identified in Section 6.16 the Tariff.]

This agreement shall be governed by and construed under the laws of the State of Kansas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

[Insert signature block here, which must include but is not limited to each counterparty's full legal name, signature line(s), printed name(s) of executing representative(s), title(s) of the executing representative(s), and date of signature(s).]

Issued

Effective

By













Month	Day	Year
upon KCC approval		
Month	Day	Year
Signature		

EXHIBIT G

Summary of the Industry Experiences and Educational Backgrounds of
Alan Staab; Lead Engineer, Ryan Ward; and GGSC's Project Finance
Director, Blaise Staab

PROJECT DEVELOPMENT TEAM

EXHIBIT G

Name / Title		Industry Experience	Prior Experience
	Alan Staab <i>President and CEO</i>	<ul style="list-style-type: none">• Founded Golden Gas Service Company in 1996• Founded Tag Team Resources in 1995• Founded Golden Gas Production Company in 1989• Continental National Bank Loan Officer• Engineer at Mobil Oil Corp. and TXO Production Company• MBA from University of Oklahoma• BS Chemical Engineering from Michigan State University	<div><div>Founder: Golden Gas Service, Golden Gas Production, Tag Team Resources</div></div>
	Blaise Staab <i>Project Finance</i>	<ul style="list-style-type: none">• Joined Golden Gas in January 2025• Secured commitment for \$1.6 billion from the Department of Energy and managed \$800 million equity fundraise at Gevo• Corporate strategy and M&A at Phillips 66• Engineering and project management at ONEOK• MBA from University of Texas at Austin• BS Engineering from Columbia University in New York City	<div></div>
	Ryan Ward <i>Engineering Manager and Regulatory Compliance</i>	<ul style="list-style-type: none">• Drilling, Completions, and Production at Crawley Petroleum• Senior Production Engineer at Unit Petroleum responsible for water disposal, recycling, infrastructure design, and gas production• Multirole Bridge Company Commander, United States Army• Manages PHMSA regulatory compliance for Gas Storage• BS in Petroleum Engineering from University of Oklahoma	<div><div>CRAWLEY PETROLEUM</div></div>