

**KANSAS GAS SERVICE  
TRANSMISSION SYSTEM  
SERVICE AGREEMENT**

This Service Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Kansas Gas Service, a division of ONEOK, Inc. hereafter referred to as "Company" and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereafter referred to as "Shipper".

In consideration of the premises and of the mutual covenants herein contained, Company and Shipper agree as follows:

**ARTICLE I  
SERVICES**

1.1 Subject to the provisions of this Service Agreement, the Company's General Terms and Conditions for Service applicable to the Kansas Gas Service transmission system ("t" system), and the associated Service Schedules, Company agrees to make available, subject to availability, to Shipper the following services:

- (a) Firm Transportation Service (FTS)
- (b) Interruptible Transportation Service (ITT)
- (c) As Available Balancing Service (AABS)

Election of any or all of the above services by Shipper and acceptance by Company will be evidenced by the signatures of Shipper and Company on the transaction sheets under this Service Agreement which describe the specific transactions to be performed.

**ARTICLE II  
RATES AND OTHER CONDITIONS**

2.1 Subject to the applicable Service Schedules, Shipper shall pay Company each billing period for all services rendered hereunder at the agreed upon price. Shipper agrees that Company shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the maximum or minimum charges applicable to service hereunder, (b) the Service Schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions for Service incorporated herein by this reference; provided, however, Shipper shall have the right to protest such changes.

**ARTICLE III  
TERMS**

3.1 This Service Agreement shall become effective on the date first above written and shall continue in full force and effect until \_\_\_\_\_ (the initial term), and thereafter will renew from year to year unless terminated by either party giving thirty (30) days written notice prior to the anniversary date.

3.2 This Service Agreement may be suspended or terminated by Company in the event Shipper fails to pay all undisputed amounts of any bill rendered by Company hereunder when that amount is due; provided, however, Company shall give Shipper fifteen (15) days notice prior to suspension or termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made by Shipper in accordance with the credit procedures contained in Company's General Terms and Conditions for Service. Suspension or termination of this Service Agreement shall not excuse Shipper's obligation to pay all charges due for the primary term of this Service Agreement.

**ARTICLE IV  
NOTICES**

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

To Shipper:

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

To Company:

Kansas Gas Service Company  
200 SW 6<sup>th</sup> Street (66603)  
P.O. Box 3538 (66601)  
Topeka, Kansas  
Attention: Gas Strategy  
FAX: (785) 431-4085

4.2 Execution of any instruments, notices, consents, or other documents required or permitted by this Service Agreement which have been telecopied, faxed, or transmitted by other electronic transmission device, and/or following the execution thereof returned by such device, shall be deemed to be effective and constitute an original instrument.

**ARTICLE V  
OTHER PROVISIONS**

5.1 **Counterparts.** This Service Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.2 **Captions.** The Article and Section headings used in this Service Agreement are for convenience only and shall not be determinative in construing the meaning, effect, or application of any Article, Section, or provision hereof.

- 5.3 **Binding Effect.** The rights and obligations set forth in this Service Agreement shall be binding upon, and shall inure to the benefit of each of the parties hereto and their respective permitted successors and assigns.
- 5.4 **Entire Agreement; Superseding Effect.** This Service Agreement constitutes the entire agreement of the parties relating to the subject matters contained herein and supersedes all provisions and concepts contained in all prior contracts, agreements, or understandings between the parties with respect to the subject matters contained herein.
- 5.5 **Severability.** If any provision of this Service Agreement or the application thereof shall be invalid, illegal, or unenforceable to any extent and for any reason, the remainder of this Service Agreement and the application of such remainder shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.
- 5.6 **Applicable Law.** This Service Agreement and the obligations of the parties hereto shall be governed by and interpreted in accordance with the law of the State of Kansas without regard to the principles of conflicts of law or other principles that might refer the governance or the construction of this Service Agreement to the law of another jurisdiction.
- 5.7 **Waiver.** Except as otherwise provided in this Service Agreement, no waiver by any party of any default by any other party in the performance of any provision, condition, covenant, or requirement herein contained shall be deemed to be a waiver of, or in any manner a release of, such other party from performance of any other provision, condition, covenant, or requirement herein contained; nor be deemed to be a waiver of, or in any manner a release of, such other party from future performance of the same provision, condition, covenant, or requirement. Except as otherwise provided in this Service Agreement, any delay or omission of any party in exercising any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.
- 5.8 **Further Assurances.** Each of the parties hereto agrees to execute and deliver such other and additional instruments and documents, provide such information and to do or refrain from doing such other acts as may be reasonably necessary to effectuate this Service Agreement.
- 5.9 **Pronouns and Plurals.** Whenever the context may require, any pronoun used in this Service Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.
- 5.10 **Conflicts.** In the event there is any conflict between this Service Agreement and any exhibit or other agreement referred to herein, the provisions hereof shall be deemed controlling.
- 5.11 **Not for Benefit of Third Parties.** This Service Agreement is intended to be solely for the benefit of the Parties and their permitted successors and assigns and, except as may be specifically set forth herein, is not intended to and shall not confer upon any other person any other rights or benefits.
- 5.12 **Limitation of Remedies.** Notwithstanding any other provision contained herein, including the provisions of Company's General Terms and Conditions for Service, in no event shall any party be entitled to punitive, special, consequential, or other similar damages.

5.13 **Confidentiality.** Each of the Parties hereto acknowledges that it may receive information from or regarding the other party in the nature of trade secrets or that otherwise is confidential. Each of the Parties agrees to hold in confidence any information it receives from the other party and such information shall be presumed to be confidential unless clearly identified as a non-confidential item. Without the consent of both Parties, each of the Parties agrees not to disclose to any third party, other than in furtherance of achieving the purposes and objectives of this Service Agreement, any such confidential information, except for disclosures (i) compelled by Law (but the disclosing party must notify the other party promptly of any request for that information, before disclosing it if practicable), (ii) requirements or requests of the Kansas Corporation Commission (such information supplied to the KCC shall be identified as Confidential information in accordance with KCC regulations), (iii) to that party's advisers, consultants, or representatives, (iv) of information which is or becomes available to the public generally except through the breach of the provisions of this Service Agreement, or (v) of information that either of the Parties has received from a source independent of either of the Parties and that such Party reasonably believes that such information was obtained without breach of any obligation of confidentiality. The obligations hereunder shall terminate one (1) year after the termination or expiration of this Service Agreement.

In witness whereof, the parties hereto have executed this Service Agreement as of the day and year first above written.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

**KANSAS GAS SERVICE, a Division of ONEOK, Inc.**

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