

Midwest Gas Storage, Inc.: First Revised Volume No. 1
Title Page : Effective

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
OF
MIDWEST GAS STORAGE INC.
Filed With
Federal Energy Regulatory Commission

Communications concerning this tariff
should be addressed to:

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8.8 **MARKETING FEE:** Midwest may negotiate with Releasing Shipper to market all or a portion of the released capacity to potential Replacement Shippers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Midwest contracts with a Replacement Shipper found by Midwest, Midwest shall be entitled to a marketing fee which will be negotiated between Midwest and Releasing Shipper, such marketing fee to be deducted monthly from credits due Releasing Shipper with respect to each dth of capacity purchased by the Releasing Shipper. Each Replacement Shipper found by Midwest shall submit with its bid a statement attesting to Midwest's marketing efforts in connection with such Replacement Shipper's decision to purchase released capacity. Such statement shall constitute conclusive evidence of Midwest's proactive marketing effort entitling Midwest to a marketing fee.

8.9 **TERM:** Any release under this Section 8 for Service under Rate Schedule FSS shall be for a maximum term not longer than the remaining term of the underlying FSS Service Agreement.

9. **RECEIPT AND DELIVERY POINT FLEXIBILITY**

9.1 **Permanent Changes to Primary Receipt and Delivery Points:** Subject to the Section 1 of this Rate Schedule, any FSS Shipper may permanently change primary receipt or delivery points by amending Exhibit A of its Service Agreement. For the purposes of this Section 9, the Point(s) of Injection and Point(s) of Withdrawal specified in Section I on Exhibit A to an FSS Shipper's Service Agreement are deemed to be primary receipt points and primary delivery points, respectively.

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

12.10 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.

13. FACILITIES

Unless otherwise agreed to by the parties, Midwest shall not be required to own, construct and install any facilities to perform the service requested by Shipper. In the event Midwest agrees to own, construct and install facilities to perform the service requested by Shipper including, but not limited to, hot tap, side valve, measurement, gas supply lateral lines, looping and/or compression facilities, Shipper shall reimburse Midwest for all Midwest's costs associated therewith either on a lump sum or incremental fee basis as agreed to by the parties.

14. ELECTRONIC BULLETIN BOARD

Midwest will establish an Electronic Bulletin Board ("EBB") that will be available through subscription, to any existing or potential Shipper on Midwest's system. The EBB will contain information relevant to the availability of capacity on Midwest's system. Midwest will notify Shipper of any change to its EBB procedures. Midwest may also charge a fee to users of the EBB to recover variable costs associated with the EBB.

Midwest will revise this Paragraph 14 with the details of this EBB as soon as they have been developed. Initially, Midwest will be seeking a six (6) month deferral of any EBB implementation, as well as a waiver of the interactive EBB requirement until after the Commission has established industry-wide standards.

As an interim measure, Midwest will implement a "Telephone Bulletin Board" (TBB) to disseminate service and capacity information. Midwest's TBB can be accessed 24 hours a day by dialing (312) 454-2051.

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PRELIMINARY STATEMENT

This First Revised Volume No. 1 of the F.E.R.C. Gas Tariff of Midwest Gas Storage, Inc. (Midwest) contains the Rates and Charges, Rate Schedules, Forms of Service Agreement, and the General Terms and Conditions applicable to the Firm and Interruptible Storage Services performed by Midwest, as approved by the Commission in Docket Nos. CP90-454-000 and CP90-454-001 in 1991, Midwest Gas Storage, Inc., 55 FERC 61,140 (1991), and 57 FERC 61,249 (1991), and as modified to comply with Order No. 636.

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MAP

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 Superseding: Original Sheet No. 4

STATEMENT OF RATES FOR STORAGE

Rate Schedule FSS	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
1. Deliverability Reservation Charge [billed on Maximum Withdrawal Quantity]	\$4.5272		00.0000
2. Capacity Reservation Charge [billed on Maximum Annual Quantity]	\$0.0463		\$0.0000
3. Injection Commodity Rate	\$0.0056		\$0.0056
4. Withdrawal Commodity Rate	\$0.0056		\$0.0056
5. Fuel Retention Percentage		1%	----
6. FERC Annual Charge Assessment	\$0.0020		----

Rate Schedule ISS	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
1. Commodity Rate [billed on Average Monthly Balance]	\$0.0953	\$0.0111	
2. Fuel Retention Percentage		1%	----
3. FERC Annual Charge Assessment	\$0.0020		----

Authorized Overrun Charge	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
1. Commodity Rate	\$0.0953	\$0.0111	
2. Fuel Retention Percentage		1%	----
3. FERC Annual Charge Assessment	\$0.0020		----

Unauthorized Overrun Charge	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
	\$10.0000	----	

Daily Balancing Charge (Normal Operations)	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
1. Commodity Rate	\$0.0953	\$0.0111	
2. Fuel Retention Percentage		1%	----
3. FERC Annual Charge Assessment	\$0.0020		----

Daily Balancing Charge (Extreme Operations)	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
	\$10.0000	----	

Excess Monthly Imbalance Charge	Maximum Rate per Dth	Minimum Rate per Dth	Rate per Dth
	\$10.0000	----	

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SHEET NOS. 5 THROUGH 99
RESERVED FOR FUTURE USE

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RATE SCHEDULE FSS
Firm Storage Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation partnership or any other party (hereinafter referred to as "Shipper") for the Storage of Gas by the Midwest Gas Storage Company, Inc. (hereinafter referred to as "Midwest"), when:

- (a) Midwest has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Shipper; and
- (b) Shipper and Midwest have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Storage Service which is rendered by Midwest for Shipper pursuant to the executed Agreement under this Rate Schedule. Firm Storage Service under this Rate Schedule shall consist of:

- (a) The receipt during the Summer Period of Gas on behalf of Shipper at the Point of Injection/ Withdrawal up to the Maximum Storage Quantity at daily rates up to the Maximum Daily Injection Quantity;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity; and
- (c) The tender during the Winter Period of Gas for redelivery by Midwest to Shipper at the Point of Injection/Withdrawal at daily rates up to the Maximum Daily Withdrawal Quantity, provided that the quantities delivered in the Winter Period cannot exceed the Maximum Storage Quantity.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

The amounts which shall be paid by Shipper to Midwest for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 that are applicable to Shipper for such Month, computed by use of the applicable rates set forth in the Statement of Rates which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

4.1 Firm Storage Service Charges

(a) Reservation Charges:

1. A FSS Deliverability Rate shall be paid each month for each Dth of Shipper's Maximum Daily Withdrawal Quantity
2. A FSS Capacity Rate shall be paid each month for each Dth of Shipper's Maximum Storage Quantity.

(b) Commodity Charges

1. Separate injection and withdrawal commodity rates shall be paid for each Dth of gas which is delivered to or for Shipper at the point of injection/withdrawal during the Month, excluding quantities delivered pursuant to Section 6 of this Rate Schedule. Such charges shall be applicable both on injection and on withdrawal.

4.2 Rate Changes:

- (a) Midwest may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate appearing in the effective Statement of Rates; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such Statement of Rates. Midwest shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Midwest shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever Midwest adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

- (b) Midwest may from time to time seek authorization from the Commission and/or other appropriate body to change any rate(s) and terms set forth herein. Nothing herein contained, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest changes in rates or terms in whole or in part; provided, however, that such unilateral rate and terms changes will not in any way affect the rights and obligations of Midwest and Shipper under the Firm Storage Agreement.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees: Shipper shall reimburse Midwest for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and

application fees, including Commission Prior Notice Application and Initial Report fees.

- 5.2 Midwest's Use: Midwest shall retain such percentage of Shipper's gas tendered for storage as is set forth on the effective Statement of Rates to compensate Midwest for compressor fuel and lost-and-unaccounted-for gas.
 - 5.3 Annual Charges Clause Adjustment (ACA): Midwest shall collect such ACA charge as is set forth on the effective Statement of Rates from Shipper for all services rendered hereunder, as authorized by the Commission's Orders, so that Midwest may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3.
6. STORAGE OVERRUNS
- 6.1 Authorized Overruns A Shipper may request that Midwest provide authorized overrun service, defined as service in excess of Shipper's applicable maximum contract quantity. At its option, Midwest provide such service on an interruptible basis if it can do so without adversely affecting its operations or its ability to meet all its firm service obligations. The authorized overrun service will be scheduled after firm services and on a pro rata basis with all interruptible nominations. Shipper shall pay the Authorized Overrun Charge set forth on Sheet No. 4.
 - 6.2 Unauthorized Overruns If, on any day, a Shipper withdraws, injects, and/or stores more than the sum of its confirmed FSS and authorized overrun volumes and those total volumes exceed Shipper's applicable maximum contract quantity, that Shipper shall be subject to an Unauthorized Overrun Charge as set forth on Sheet No. 4. Accrued daily unauthorized overruns are imbalances and must be resolved pursuant to Section 4 of Midwest's General Terms and Conditions.

7. OUT-OF-SEASON INJECTIONS AND WITHDRAWALS

7.1 INJECTIONS OF GAS DURING THE WINTER PERIOD: Midwest will use its best efforts to satisfy any request by Shipper to inject Gas into Storage during the Winter Period. Such injections will be provided on an interruptible basis and Shipper will be charged the Injection Commodity Rate and the Fuel Retention Percentage for such service.

7.2 WITHDRAWALS OF GAS DURING THE SUMMER PERIOD: Midwest will use its best efforts to satisfy any request by Shipper to withdraw Gas from Storage during the Summer Period, up to the Shipper's Working Storage Gas balance. Such Withdrawals will be provided on an interruptible basis and Shipper will be charged the Withdrawal Commodity Rate and the Fuel Retention Percentage, for such service.

8. CAPACITY RELEASE

8.1 DEFINITIONS:

- (a) Releasing Shipper: Any Shipper or Replacement Shipper releasing capacity.
- (b) Replacement Shipper: Any person who acquires released capacity.

8.2 GENERAL PROVISIONS:

- (a) Any Shipper or Replacement Shipper under Rate Schedule FSS shall be entitled to release all or a portion of its capacity, permanently or temporarily, on either a firm or recallable basis, to a potential customer or to a prearranged customer.
- (b) Capacity may be released for less than one month, subject to the injection, withdrawal and other operational limitations contained in Rate

Schedule FSS. Such short-term releases need not comply with the notification and bidding requirements of this Section 8; however, they may not be rolled over, extended, or in any way continued without first being subjected to the notification and bidding process set forth in this Section 8, nor may this capacity be re-released to the same Replacement Shipper until thirty (30) days after the first release period has ended.

- (c) Potential Replacement Shippers may post on Midwest's EBB a notice requesting released FSS capacity. Such notices will be posted for the length of time specified in the notice; however, in no event will such notices be posted for longer than one month.
- (d) Releasing Shipper shall be subject to the provisions of Section 4 of this Rate Schedule prior to the commencement of the Agreement with Replacement Shipper.

8.3 PROCEDURE FOR REQUESTING TO RELEASE CAPACITY:

- (a) Contents of Release Notice: Releasing Shipper shall provide Midwest with a notice in writing or on Midwest's electronic bulletin board requesting to release capacity for resale and shall state in such notice the following items:
 - (i) the pricing provisions of the proposed release, subject to the limits of the Midwest's maximum and minimum rates,
 - (ii) the specific quantity to be released at each receipt and delivery point,
 - (iii) the duration of release,
 - (iv) length of bid period, if Midwest's default bidding period is not to be used,

- (v) responsibility for penalties and other charges,
 - (vi) recall rights, if any, and terms and conditions of the recall,
 - (vii) minimum reservation charge,
 - (viii) whether contingent bids will be accepted and, if so, the period of time within which the potential Replacement Shipper must eliminate the contingency,
 - (ix) tie-breaking mechanism, if Midwest's default mechanism is not to be used,
 - (x) any other nondiscriminatory provisions necessary to evaluate bids, and
 - (xi) any other conditions of the release.
- (b) Duration of Posting: Together with its release notice, Releasing Shipper shall also specify in writing or on Midwest's electronic bulletin board, the length of time the release notice should be posted for bidding on Midwest's electronic bulletin board. This length of time shall not exceed thirty (30) Days or be less than seven (7) Days except as otherwise provided in Section 8 of this Rate Schedule FSS.

8.4 COMPETITIVE BIDDING PROCEDURE:

- (a) Posting of Release Notices: Midwest shall post on its electronic bulletin board each release notice, along with a request for all information required by Section 2 of the General Terms and Conditions of this Tariff, for length of time specified by Releasing Shipper pursuant to Section 8.3(b) of this Rate Schedule FSS. This

posting will include the date and time of posting.

- (b) Posting of Bids: Potential Replacement Shippers may tender to Midwest bids to accept a proposed release posted on the electronic bulletin board prior to the expiration of the release notice and in accordance with the open-season specified in the release notice or, if not specified, with the open-season procedures in the following section. All bids shall be posted on Midwest's electronic bulletin board. A potential Replacement Shipper may increase its bid until the expiration of the bid period, and such increased bid will supersede all prior bids made by that bidder. In addition, a potential Replacement Shipper may withdraw a bid prior to the end of the bid period, but if it does so, it may not then submit a lower bid.
- (c) Open-Season for Bidding: In the event the Releasing Shipper does not specify in its release notice an open-season for accepting bids from potential Replacement Shippers, the following default open-season procedures will apply:
 - (i) For releases less than one month, an open-season of two (2) business days, commencing at least three (3) business days prior to the effective date of the release. For releases that involve a Prearranged Replacement Shipper, the open-season will commence five (5) business days prior to the effective date of the release to allow the Prearranged Replacement Shipper one (1) business day to match bids.
 - (ii) For releases one month or more up to and including one (1) year, an open-season of ten (10) business days, commencing thirteen (13) business days prior to the effective date of the release. If a Prearranged Replacement Shipper is involved, the open-

- season will commence fifteen (15) business days to allow the Prearranged Replacement Shipper one (1) business day to match bids.
- (iii) For releases more than one year, an open-season of twenty (20) business days, commencing at least twenty-three (23) business days prior to the effective date of the release. If a Prearranged Replacement Shipper is involved, the open-season will commence twenty-five (25) business days to allow the Prearranged Replacement Shipper one (1) business day to match bids.
 - (iv) Transporter may extend the open-season periods for those releases where the Releasing Shipper has requested a method of evaluating bids not specified in this Tariff, or where the terms and conditions are too complex to handle through Transporter's automated posting and bidding procedures. Such extended period of time shall end at least two (2) business days prior to the effective date of the release.
- (d) Evaluation and Selection of Bids:
- (i) Bids will be evaluated by the criteria provided by the Releasing Shipper. If no criteria are provided by the Releasing Shipper, bids will be evaluated according to the net present value of the bid price and term, based on a discount rate equivalent to a fifteen percent (15%) pre-tax rate of return for Midwest, as may be amended and posted on Midwest's EBB from time to time.
 - (ii) Within 1 business day after the expiration of the open-season, the Midwest will select

- the "best bid" based on the bid which generates the highest net present value.
- (iii) In the event two or more bids with equal economic values are received for combined capacity in excess of the quantity set forth in the release notice, and such bids otherwise meet the conditions of the release notice, if the Releasing Shipper has not specified a tie-breaker in its release notice, the released capacity will be allocated on a first-come, first-served basis.
 - (iv) Midwest will post the winning bid on its electronic bulletin board within forty-eight (48) hours after the close of bidding. The winning bid will remain posted for thirty (30) days.
- (e) Award of Released Capacity
- (i) Midwest shall contract with the Replacement Shipper who submitted the best bid and who otherwise satisfies the requirements of this Tariff and also meets all of the conditions of the release notice capacity. In all cases, Replacement Shippers will be subject to all requirements of this tariff.
 - (ii) Midwest shall not be required to contract with parties submitting bids that do not meet the conditions of the release notice; however, subject to approval of Releasing Shipper, Midwest may accept bids offering a price or term less than that set forth in the release notice.
 - (iii) Prior to the commencement of service pursuant to any release request, the Replacement Shipper shall submit to Midwest, in accordance with Section 2.2 of the General Terms and Conditions hereunder, a check in an amount equal to the lesser of

\$10,000 or the aggregate reservation charges which would be due for two months of released service.

- 8.5 REPLACEMENT SHIPPERS FOUND BY RELEASING SHIPPER:
Releasing Shipper shall have the right to designate a Replacement Shipper ("Designated Replacement Shipper") for all or part of the released capacity provided that such Designated Replacement Shipper satisfies the terms of this Tariff. The Designated Replacement Shipper shall have a one-time right-of-first-refusal, exercisable upon the close of the bidding, to match or exceed any other bid for such capacity. In the event the Designated Replacement Shipper matches the highest bid as determined in accordance with Section 8.4(d), neither the Section 8.4(d)(iii) tie-breaker procedure nor the allocation methodology of Section 8.4(e) of this Rate Schedule FSS shall apply. In the event a potential Designated Replacement Shipper agrees to pay the maximum rate applicable to the released capacity for the duration of the release and otherwise agrees to the terms and conditions of the release notice, then such release shall not be subject to the competitive bidding procedure and shall be posted for one Day on Midwest's electronic bulletin board for informational purposes only.
- 8.6 EXECUTION OF SERVICE AGREEMENT: Once the provisions of this Section 8 are satisfied, and as a condition precedent to receiving service pursuant a capacity release, Replacement Shipper shall execute a Service Agreement with Midwest.
- 8.7 BILLING ADJUSTMENT: Unless capacity is released to a qualified Replacement Shipper at the maximum rate for the remainder of the Releasing Shipper's contract term, the Releasing Shipper shall remain fully obligated under the terms of Service Agreement with Midwest during any capacity release except for usage charges incurred by any Replacement Shipper that has purchased capacity released by the Releasing Shipper. Midwest shall credit the invoice of Releasing Shipper each month for the Deliverability and Capacity charges

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invoiced by Midwest to the Replacement Shipper, provided, however, that such credit shall not include any charges billed to the Replacement Shipper under Section 5 of this Rate Schedule, and shall be reduced by the amount of any marketing fee Midwest is entitled to collect pursuant to Section 8.8 of this rate Schedule.

If a Replacement Shipper fails to pay all or any part of its Deliverability and Capacity charges which have been credited to Releasing Shipper within fifteen (15) days of the due date, such unpaid amount, with applicable interest accruing from the date Replacement Shipper's payment was due, will be charged to the Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper, unless Replacement Shipper in good faith shall dispute the billed charges in accordance with the provisions set forth in Section 9.2 of the General Terms and Conditions. If such failure to pay continues for thirty (30) days after payment is due, and the Replacement Shipper has not disputed billings in accordance with Section 9.2 of the General Terms and Conditions, then Midwest may, in addition to any other remedies it may have hereunder, terminate its Agreement with the Replacement Shipper, and the Replacement Shipper shall be deemed to have consented to abandonment of service under the Agreement. If the Agreement with the Replacement Shipper is so terminated and service abandoned, the capacity will revert to the Releasing Shipper, and will be governed by the terms of and conditions of its existing Agreement with Midwest. If Releasing Shipper pays delinquent amounts owed by Replacement Shipper and Midwest subsequently receives payment from Replacement Shipper of some or all of such amounts, Midwest will credit the amounts received from the Replacement Shipper in Midwest's next monthly bill to the Releasing Shipper.

Midwest will permit an FSS customer to release permanently all or part of its capacity to a qualified Replacement Shipper at less than the maximum rate, provided, however, that the FSS customer pays an acceptable exit fee.

9.2 Use of Alternate Receipt and Delivery Points on a Temporary Basis:

- (a) All FSS Shippers may use any physical receipt or delivery point without amending Exhibit A of their Service Agreement. Such points will be available for the receipt or delivery of gas on a firm basis, with a scheduling priority superior to interruptible, balancing and overrun transportation service requested through the affected points, but inferior to firm service requested by Shippers using such points as primary receipt or delivery points.
- (b) Midwest shall schedule service at alternate receipt and delivery points on a daily basis pursuant to Section 4 of the General Terms and Conditions and after it schedules service at primary receipt and delivery points.
- (c) The scheduling of service at alternate receipt or delivery points under a Service Agreement will not result in the loss of firm contract rights to a Shipper's primary receipt or delivery points as specified in the Shipper's Service Agreement.

9.3 Procedures for Requesting Permanent Receipt and Delivery Point Changes: Any FSS Shipper who wishes to amend its primary receipt or delivery points or the associated maximum contract quantities specified in Exhibit A of its Service Agreement shall submit an executed and dated amendment, together with a replacement Exhibit A, by noon Eastern Time, four (4) business days prior to the first of the month for which the change is desired, or for changes to occur during a month, after the first of the month, two (2) business days prior to the commencement of service, unless otherwise agreed to by the parties. If Midwest determines that a receipt or delivery point change request can be honored, the amendment to the

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Service Agreement will be executed by Midwest. The change will become effective on the later of the requested effective date or the date executed by Midwest, provided that such date shall not exceed fifteen days from the date of receipt of the amendment by Midwest. Notice of the resulting changes in available receipt or delivery point capacity will be posted to Midwest's Electronic Bulletin Board at least one (1) business day prior to implementation of such change.

- 9.4 Midwest's Maximum Service Obligation: The total volumes nominated for service on any day for all receipt or delivery points may not exceed the applicable maximum contract quantity specified in Shipper's FSS Service Agreement, except as otherwise provided in Section 6 of this Rate Schedule.

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FIRM STORAGE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 199____
by and between MIDWEST GAS STORAGE, INC., an Indiana corporation,
hereinafter referred to as "Midwest," and _____
hereinafter referred to as "Shipper."

W I T N E S S E T H

WHEREAS, Shipper has requested Midwest to store Gas on its
behalf; and

WHEREAS, Midwest has sufficient capacity available to provide
the Storage Service for Shipper on the terms specified herein;

NOW, THEREFORE, Midwest and Shipper agree as follows:

ARTICLE I
STORAGE SERVICE

1. Midwest's service hereunder shall be subject to receipt of all
requisite regulatory authorizations from the Federal Energy
Regulatory Commission ("Commission"), or any successor
regulatory authority, and any other necessary governmental
authorizations, in a manner and form acceptable to Midwest.
2. Subject to the terms and provisions of this Agreement, which
incorporates by reference Midwest's FSS Rate Schedule and
General Terms and Conditions, as appear in Midwest's FERC Gas
Tariff, Shipper agrees to deliver or cause to be delivered to
Midwest, Gas up to the Maximum Daily Injection Quantity for
Storage of _____ Dths, up to the Maximum Storage Quantity
of _____ Dths, and Midwest agrees to redeliver equivalent
Quantities of gas to Shipper or for the account of Shipper, on
a firm basis, up to the Maximum Daily Withdrawal Quantity of
_____ Dths not to exceed the Monthly Contract Quantity as set
forth on Exhibit A attached hereto.
3. Midwest may, if tendered by Shipper, inject or withdraw from
storage daily quantities in excess of the Maximum Daily

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Injection Quantity or Maximum Daily Withdrawal Quantity specified in Paragraph 2 above. Any such injection or withdrawal shall be on an interruptible basis, and Midwest shall not be obligated to inject or withdraw such excess quantities unless it can do so without adverse effect on Midwest's operations or its ability to meet all other obligations.

ARTICLE II
POINT(S) OF RECEIPT

Shipper shall deliver or cause to be delivered Gas hereunder at the Point(s) of Injection set forth in Exhibit A hereto.

ARTICLE III
POINT(S) OF DELIVERY

Midwest shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas stored hereunder at the Point(s) of Withdrawal set forth in Exhibit A hereto.

ARTICLE IV
TERM OF AGREEMENT

This Agreement shall be effective for an initial period as of the date first written above until _____, unless Shipper gives written notice on or before December 31 that it wishes to terminate service on March 31 of the next calendar year and may be extended in accordance with Section 11 of the General Terms and Conditions.

ARTICLE V
RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Midwest for the service hereunder, an amount determined in accordance with Midwest's Rate Schedule FSS and the applicable provisions of the General Terms and Conditions of Midwest's FERC Gas Tariff, First Revised Volume

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FERC Docket: CP90-454-004

Original Sheet No. 202 Original Sheet No. 202 : Effective

No. 1, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section IV of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:

- a. A combined Reservation Rate consisting of the sum of the applicable portion(s) thereof.
 - b. A combined Commodity Rate consisting of the sum of the applicable portion(s) thereof. Such rates shall be separately stated for injection and withdrawal.
 - c. Reduction for Midwest's Use percentage(s).
 - d. ACA charges which are applicable.
2. It is further agreed that Midwest may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms set forth herein or in Rate Schedule FSS. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest changes in rates or terms in whole or in part.
3. Should Midwest agree to discount for Shipper any of its Maximum Rates stated in Section IV of Exhibit A, for any period of time, such discount agreement shall be contained in a separate letter agreement which shall be appended hereto.
4. Further Agreement:
(Write None or specify the agreement).

ARTICLE VI
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the

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post office address of the party intended to receive the same, as the case may be, as follows:

Midwest: Terrence A. O'Malley
Midwest Gas Storage Inc.
10 South Riverside
Suite 2200
Chicago, Illinois 60606

Shipper: _____

Attention: _____

ARTICLE VII
MISCELLANEOUS

This Agreement supersedes and cancels the following contract between the parties:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

MIDWEST GAS STORAGE, INC.

(Shipper)

By _____

By _____

Its _____

Its _____

ATTEST:

ATTEST:

Secretary

Secretary

Effective Date: 05/15/1994 Status: Effective
FERC Docket: CP90-454-004

Original Sheet No. 204 Original Sheet No. 204 : Effective

EXHIBIT "A"
to Agreement between
Midwest Gas Storage (Midwest)
and
(Shipper)

Dated

I. MAXIMUM DAILY INJECTION QUANTITY

Point(s) of Injection	Maximum Daily Injection Quantity (Dth)
Panhandle Indiana Gas	

II. MAXIMUM DAILY WITHDRAWAL QUANTITY

Point(s) of Withdrawal	Maximum Daily Withdrawal Quantity (Dth)	Monthly Contract Quantity (Dth)
Panhandle Indiana Gas		

III. MAXIMUM STORAGE QUANTITY (Dth)

IV. STORAGE AND ADDITIONAL CHARGES

Storage Charges (\$/Dth)

Reservation Charges:

Deliverability	\$4.5272 (Billed monthly on Max. With. Quan.)
Capacity	\$0.0463 (Billed monthly on Max. Annual Quan.)

Commodity Charges:

Injection	\$0.0056 (Billed on Actual Volumes)
Withdrawal	\$0.0056 (Billed on Actual Volumes)

Fuel	1%
------	----

Note: ACA applicable on all Gas Stored.

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FERC Docket: CP90-454-004

Original Sheet Nos. 205-299 Original Sheet Nos. 205-299 : Effective

SHEET NOS. 205 THROUGH 299
RESERVED FOR FUTURE USE

Effective Date: 05/15/1994 Status: Effective
FERC Docket: CP90-454-004

Original Sheet No. 300 Original Sheet No. 300 : Effective

RATE SCHEDULE ISS
Interruptible Storage Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Storage of Gas by Midwest Gas Storage, Inc. (hereinafter referred to as "Midwest"), when Shipper and Midwest have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Storage Service which is rendered by Midwest for Shipper pursuant to the executed Agreement under this Rate Schedule.

Interruptible Storage Service under this Rate Schedule shall consist of:

- (a) The receipt of Gas on behalf of Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity at daily rates up to the Maximum Daily Injection Quantity;
- (b) The Storage of Gas not to exceed the Maximum Storage Quantity; and
- (c) The tender for redelivery by Midwest to Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity at daily rates up to the Maximum Daily Withdrawal Quantity.

Storage Service rendered under this Rate Schedule shall be interruptible, up to the Maximum Daily Withdrawal Quantity on any Day and up to the Maximum Daily Injection Quantity on any Day. Interruptible service shall be available only to the extent of actual available capacity for injection, storage, and withdrawal, as it may be from time to time under current conditions, and shall be offered in accordance with the provisions established in the General Terms and Conditions. Midwest may, if storage capacity is needed to meet its firm obligations, require Shipper, upon forty eight (48) hours

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notice, to withdraw all ISS quantities held in storage by Midwest for or on behalf of Shipper within forty-five (45) days of such notice. The Maximum Storage Quantity and the Maximum Daily Injection Quantity shall be specified in the executed Agreement.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

The amounts which shall be paid by Shipper to Midwest for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 that are applicable to Shipper for such Month, computed by use of the applicable rates set forth on the Statement of Rates which is effective during such Month or portions thereof as modified pursuant hereto.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

4.1 Commodity Rate: A Storage Commodity Rate shall be paid on the average Dths of Working Storage Gas which are stored for or on behalf of Shipper during the Month.

4.2 Withdrawal Penalty Charge: If Shipper fails to withdraw all ISS Working Storage Gas quantities held in storage by Midwest for or on behalf of Shipper by the end of the forty-five (45) day period following forty-eight (48) hours notice from Midwest that Midwest needs the storage capacity to meet its firm obligations, then Midwest shall retain any ISS Working Storage Gas quantities at the end of such period free and clear of any adverse claims, provided that such forty-five (45) Day period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw properly nominated quantities is caused by Midwest's inability, due to operating or force majeure conditions, to accommodate Shipper's requests for withdrawal.

4.3 Rate Changes:

- (a) Subject to any limitations imposed by additional Service Agreement provisions agreed to by Shipper and Midwest, Midwest may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate appear in the effective Statement of Rates; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Midwest shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Midwest shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever Midwest adjusts the rate to be charged to a Shipper pursuant to this Section 4.3, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

- (b) Midwest may from time to time seek authorization from the Commission and/or other appropriate body to change any rate(s) and terms set forth herein. Nothing herein contained, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest changes in rates or terms in whole or in part; provided, however, that such unilateral rate and terms changes will not in any way affect the rights and obligations of Midwest and Shipper under the Interruptible Storage Agreement.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees: Shipper shall reimburse Midwest for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees,

including Commission Prior Notice Application and Initial Report fees.

- 5.2 Midwest's Use: Midwest shall retain such percentage of Shipper's gas tendered for storage as is set forth on the effective Statement of Rates to compensate Midwest for compressor fuel and lost-and-unaccounted-for gas.
- 5.3 Annual Charges Clause Adjustment (ACA): Midwest shall collect such ACA charge as is set forth on the effective Statement of Rates from Shipper for all services rendered hereunder, as authorized by the Commission's Orders, so that Midwest may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3.

6. STORAGE OVERRUNS

- 6.1 Authorized Overruns A Shipper may request that Midwest provide authorized overrun service, defined as service in excess of Shipper's Maximum Daily Injection Quantity or its Maximum Daily Withdrawal Quantity. At its option, Midwest may accommodate such requests if it can do so without adversely affecting its operations or its ability to meet all its service obligations. The authorized overrun service will be scheduled after firm and interruptible services. Shipper shall pay the Authorized Overrun Charge set forth on Sheet No. 4.
- 6.2 Unauthorized Overruns If, on any day, a Shipper withdraws or injects more than the sum of its confirmed ISS and authorized overrun volumes and those total volumes are in excess of Shipper's Maximum Daily Injection Quantity or its Maximum Daily Withdrawal Quantity, that Shipper shall be subject to an Unauthorized Overrun Charge as set forth on Sheet No. 4. Accrued daily unauthorized overruns are imbalances and must be resolved pursuant to Section 4 of Midwest's General Terms and Conditions.

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Original Sheet Nos. 304-399 Original Sheet Nos. 304-399 : Effective

SHEET NOS. 304 THROUGH 399
RESERVED FOR FUTURE USE

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Original Sheet No. 400 Original Sheet No. 400 : Effective

INTERRUPTIBLE STORAGE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 199 by and between MIDWEST GAS STORAGE, INC., an Indiana corporation, hereinafter referred to as "Midwest," and _____, hereinafter referred to as "Shipper."

W I T N E S S E T H

WHEREAS, Shipper has requested Midwest to store Gas on its behalf; and

WHEREAS, Midwest has sufficient storage capacity available to provide the Storage Service for Shipper on the terms specified herein;

NOW, THEREFORE, Midwest and Shipper agree as follows:

ARTICLE I
STORAGE SERVICE

1. Midwest's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Midwest.
2. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Midwest, Gas up to the Maximum Daily Injection Quantity Gas for Storage of _____ Dths, up to the Maximum Storage Quantity of _____ Dths, and Midwest agrees to receive, store and redeliver Equivalent Quantities of Gas to Shipper or for the account of Shipper, on an interruptible basis, up to the Maximum Daily Withdrawal Quantity, as set forth on Exhibit A attached hereto.
3. Midwest may, if tendered by Shipper, inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Paragraph 2, above, if it can do so without adverse effect on Midwest's operations or its ability to meet all other obligations.

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Original Sheet No. 401 Original Sheet No. 401 : Effective

ARTICLE II
POINT(S) OF RECEIPT

Shipper shall deliver or cause to be delivered Gas hereunder at the Point(s) of Injection set forth in Exhibit A hereto.

ARTICLE III
POINT(S) OF DELIVERY

Midwest shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas stored hereunder at the Point(s) of Withdrawal set forth in Exhibit A hereto.

ARTICLE IV
TERM OF AGREEMENT

This Agreement shall be effective for an initial period as of the date first written above until _____, and year-to-year thereafter, unless Midwest or Shipper gives written notice to the other on or before December 31 that it wishes to terminate service on March 31 of the next calendar year. Shipper agrees that upon such termination, Midwest is deemed to have abandoned such service and Shipper will not protest or otherwise oppose such abandonment.

ARTICLE V
RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Midwest for the service hereunder, an amount determined in accordance with Midwest's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Midwest's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section IV of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - a. A Commodity Rate to be paid on the average Dths of Working Storage Gas which are stored for or on behalf of Shipper during each Month;

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- b. Reduction for Midwest's Use percentage(s).
 - c. ACA charges which are applicable.
2. It is further agreed that Midwest may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms set forth herein or in Rate Schedule ISS. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest changes in rates or terms in whole or in part.
3. Further Agreement:
(Write None or specify the agreement).

ARTICLE VI
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Midwest: Terrence A. O'Malley
Midwest Gas Storage Inc.
10 South Riverside
Suite 2200
Chicago, Illinois 60606

Shipper: _____

Attention: _____

Effective Date: 05/15/1994 Status: Effective
FERC Docket: CP90-454-004

Original Sheet No. 403 Original Sheet No. 403 : Effective

ARTICLE VII
MISCELLANEOUS

This Agreement supersedes and cancels the following contract between the parties:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

ATTEST:

MIDWEST GAS STORAGE, INC.

Secretary

By _____

Its _____

ATTEST:

(Shipper)

Secretary

By _____

Its _____

Effective Date: 05/15/1994 Status: Effective
FERC Docket: CP90-454-004

Original Sheet No. 404 Original Sheet No. 404 : Effective

EXHIBIT "A"
to Agreement between
Midwest Gas Storage (Midwest)
and
(Shipper)

Dated

I. MAXIMUM DAILY INJECTION QUANTITY

Point(s) of Injection	Maximum Daily Injection Quantity (Dth)
Panhandle Indiana Gas	

II. MAXIMUM DAILY WITHDRAWAL QUANTITY

Point(s) of Withdrawal	Maximum Daily Withdrawal Quantity (Dth)
Panhandle Indiana Gas	

III. MAXIMUM STORAGE QUANTITY (Dth)

IV. STORAGE AND ADDITIONAL CHARGES

Storage Charges (\$/Dth)

Commodity Rate: \$0.0953 (Billed on Average Monthly Balance)

Fuel 1%

Note: ACA applicable on all Gas Stored.

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Original Sheet Nos. 405-499 Original Sheet Nos. 405-499 : Effective

SHEET NOS. 405 THROUGH 499
RESERVED FOR FUTURE USE

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "Agreement" shall mean the Service Agreement executed by the Shipper and Midwest and any exhibits, attachments and/or amendments thereto.
- 1.2 The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one degree (1ø) Fahrenheit at sixty degrees (60ø) Fahrenheit. (BTU is measured on a saturated basis at 14.73 psia.)
- 1.3 The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.4 The term "Day" shall mean a period of twenty-four (24) consecutive hours, beginning at 12:00 noon, Eastern Time.
- 1.5 The term "Dekatherm (Dth)" shall mean one (1) thousand (1,000) cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot measured on a dry (less than 7 pounds water per million cubic feet of gas) basis at 14.73 psia.)
- 1.6 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dths equal to the amount of Dths received by Midwest for the account of Shipper at the Point(s) of Receipt reduced, where applicable, by the Dths removed for Midwest's Use as attributable to the Storage of Shipper's Gas.
- 1.7 The term "Gas" shall mean natural gas, including casinghead gas produced with crude oil, gas from gas wells and gas from condensate wells and synthetic natural gas.
- 1.8 The term "Maximum Daily Injection Quantity" shall mean one two-hundredth (1/200) of the Maximum Storage Quantity when applicable to Rate Schedule FSS and shall mean one thirtieth (1/30) of the Maximum Storage Quantity when applicable to Rate Schedule ISS. Maximum Daily Injection Quantity shall be reduced as the Calcutta-Carbon Storage

Field is filled on a proportionate basis equal to the decline in Midwest's injection rate set forth in Exhibits G and H(vii) of its Application to the Commission filed on December 27, 1989 in Docket No. CP90-454-000.

- 1.9 The term "Maximum Daily Quantity" shall mean the greatest number of Dths that Midwest is obligated to deliver to or on behalf of Shipper on any Day.
- 1.10 The term "Maximum Daily Withdrawal Quantity" shall,
- (a) when used in Rate Schedule FSS, mean the greatest number of Dths that Midwest is obligated to deliver to or on behalf of Shipper on the first Day of the Winter Period provided that the Maximum Daily Withdrawal Quantity cannot exceed 1/50 of the Maximum Storage Quantity nor be less than 1/150 of the Maximum Storage Quantity. The Maximum Daily Withdrawal Quantity and any reductions thereof subsequent to the first Day of the Winter Period shall be specified in Exhibit A of the Rate Schedule FSS Agreement.
 - (b) when used in Rate Schedule ISS, mean the greater of one thirtieth (1/30) of the Working Storage Gas as of the last Day of the prior Month or one thirtieth (1/30) of the Working Storage Gas as of the date that Midwest notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) days.
 - (c) Maximum Daily Withdrawal Quantity shall be reduced as the Calcutta-Carbon Storage Field is emptied on a proportionate basis equal to the decline in Midwest's withdrawal rate set forth in Exhibits G and H(vii) of its Application to the Commission filed on December 27, 1989 in Docket No. CP90-454-000.
- 1.11 The term "Maximum Storage Quantity" shall mean the greatest number of Dths that Midwest is obligated to store on behalf of Shipper on any Day.
- 1.12 The term "Mid-Continent Spot Price Index" shall mean the index price calculated as follows: For sales and/or purchases of excess receipts and/or deliveries under

Sections 4.7 and 4.8 herein, the Mid-Continent Spot Price shall be the average of the Dewey County, Oklahoma Spot Price for Gas delivered to Panhandle from the table "Spot Prices on Interstate Pipeline Systems" for deliveries during the applicable Month in which the imbalance occurred contained in the first issue of NATURAL GAS WEEK published the following month. If the reported price referenced above is not published for the Month required, Panhandle shall determine the Mid-Continent Spot Price using another publication that publishes the spot price for Gas.

- 1.13 The term "Midwest's Use" shall mean Midwest's compressor fuel and lost-and-unaccounted for Gas attributable to Storage of Gas for Shipper.
- 1.14 The term "Month" shall mean the period beginning at 12:00 noon, Eastern Time on the first Day of a calendar month and ending at the same hour on the first Day of the next succeeding calendar month.
- 1.15 The term "Monthly Contract Quantity" shall mean the greatest number of Dths that Midwest is obligated to deliver for or on behalf of Shipper during any Month of the Winter Period provided that the Monthly Contract Quantity in any Month of the Winter Period cannot be less than sixteen percent (16%) of Shipper's Maximum Storage Quantity and, further, provided that the sum of the Monthly Contract Quantities for all Months of the Winter Period equals Shipper's Maximum Storage Quantity.
- 1.16 The term "Point of Injection/Withdrawal" shall mean the point(s) of interconnection specified in the Storage Service Agreement between Midwest's facilities and those of Panhandle Eastern Pipeline Company, or Indiana Gas Company.
- 1.17 The term "Reduction for Midwest's Use (%)" shall mean the applicable Reduction for Midwest's Use (%), as specified in the effective Statement of Rates which shall be an allocable amount of fuel and lost and unaccounted for gas, relative to the injection, withdrawal, and storage of Gas as calculated by Midwest.

- 1.18 The term "Storage Contract Year" shall mean the period from April 1 of the calendar year through March 31 of the following calendar year.
- 1.19 The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
- 1.20 The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
- 1.21 The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Midwest for Shipper.

2. REQUESTS FOR STORAGE SERVICE

- 2.1 Open Season: Requests for service during the pendency of Midwest's initial certificate application are governed by the Open Season procedures set forth therein. Paragraph 2.2 below governs requests once the Calcutta-Carbon Storage Field is operational.
- 2.2 Requests: To seek to qualify for Storage Service pursuant to Rate Schedules FSS or ISS, a potential Shipper shall submit a valid Request for such Service in writing to the Midwest. Midwest shall process and respond to all requests for ISS and FSS service within ten (10) and twenty (20) business days (respectively) after receiving such requests. After a service agreement is executed, Midwest shall begin service upon the first nominations by the new customer, but no earlier than the effective date of the service agreement. Such a Request is valid only if the information specified in subsection 2.3 below is provided in writing and the request is accompanied by the appropriate deposit specified in this section; however, Midwest may waive all or portion of such information in individual instances when the information is already in the possession of Midwest.
 - (a) FSS Deposit.
Each request for service under Rate Schedule FSS by or on behalf of each proposed Shipper, user or reseller of gas shall be accompanied by refundable earnest

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Original Sheet No. 505 Original Sheet No. 505 : Effective

money in the form of a certified or cashier's check payable to Midwest Gas Storage, Inc. in the amount of the lesser of ten thousand dollars (\$10,000) or the maximum reservation fee which would be due for the first month of such requested service, which amount shall be applied, until fully used, against the first amounts due by Shipper to Midwest as reservation fees; provided, however, that if Midwest determines that firm capacity is not available to satisfy a request or that the request is otherwise invalid, such amount, with interest, shall be refunded to Shipper within two (2) business days after Midwest makes such a determination. If, however, Midwest accepts a request for service and the prospective Shipper fails to execute the Service Agreement within fifteen (15) days after Midwest tendered it, Transporter shall consider the request for service invalid and retain the entire amount of the FSS deposit, plus any accrued interest.

- (b) ISS Deposit.
Requests for service under Rate Schedule ISS shall be accompanied by refundable earnest money in the form of a certified or cashier's check payable to Midwest Gas Storage, Inc. in the amount equal to the applicable Commission filing fees relative to such transaction which shall be applied to future amounts due for Commission or other regulatory fees if service is begun, and shall be refunded with interest by Midwest within 2 business days after Midwest determines that the request is invalid or that Midwest cannot otherwise provide the requested service. If, however, Midwest accepts a request for service and the prospective Shipper fails to execute the Service Agreement within fifteen (15) days after Midwest tendered it, Transporter shall consider the request for service null and void and shall retain the entire amount of the ISS deposit, plus any accrued interest.

Requests for service shall be sent to:

Midwest Gas Storage, Inc.
10 South Riverside
Suite 2200
Chicago, Illinois 60606

2.3 Form of Requests

- (a) Shipper(s) Name and Status
 - (i) Name, address, representative and telephone number of Shipper(s).
 - (ii) Shipper's status (i.e., Intrastate, LDC, Interstate, Hinshaw, Broker, Producer, etc.).
- (b) Type of service(s) requested

Specify for which Storage Rate Schedule (FSS or ISS) service is desired.
- (c) Receipt and Delivery Point(s)

Specify the receipt and delivery point(s) requested.
- (d) Quantity (stated in Dth)
 - (i) Maximum Daily Withdrawal Quantity (which shall not be less than 50 mcf, so as to avoid measurement problems relative to small volumes, and disproportionate administrative burden);
 - (ii) Maximum Daily Quantity at each Point of Receipt and at each Point of Delivery described; and
 - (iii) Maximum Storage Quantity.
 - (iv) The total volume of gas requested to be stored over the life of the Storage Agreement.
- (e) Certified Statement

A certified statement that the Shipper has, or will have, by the time of execution of an Agreement with Midwest, title to, or the legal right to cause to be delivered to Midwest, for Storage the Gas which is to be delivered to Midwest and facilities or contractual rights which will cause such Gas to be delivered to and received from Midwest.

- (f) Term of Service
 - (i) Date service is requested to commence.
 - (ii) Date service is requested to terminate (Agreements for FSS shall terminate on March 31).
- (g) Credit Evaluation
 - (i) Shipper's Bank References.
 - (ii) Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Shipper.
 - (iii) Shipper shall fully disclose any and all actions involving its possible bankruptcy, insolvency, or any other circumstances involving its creditworthiness.
- (h) Information Relating to Affiliates
 - (i) Indication of whether a marketing affiliate of Midwest is involved in the transaction in any way and the specific role of the marketing affiliate in the transaction.
 - (ii) The extent of Midwest's affiliation, if any, with the Requester and with the Shipper to be provided transportation service.
 - (iii) The extent of the supplier'(s) affiliation with Midwest.
 - (iv) Affiliated marketers of Midwest must provide whether and by how much the cost of the gas to the affiliated marketer exceeds the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those costs incurred for storage.

2.4 Subsequent Information

- (a) After receipt of a Request for service hereunder, Midwest may require that Shipper furnish additional information as a prerequisite to Midwest offering to execute an Agreement with Shipper. Such information may include proof of Shipper's title to the Gas involved and/or its legal right to cause the Gas to be delivered to Midwest for Storage, and of Shipper's contractual and/or physical ability to cause such Gas to be delivered to and received from Midwest. Shipper may blank out competitively sensitive information from documents furnished hereunder.
- (b) The Agreement shall contain the state in which the ultimate end user(s) of the Gas involved is located and the location(s) of the plant or facility where the Gas will be used, the source and producing area of the Gas and the identity of all other entities involved in the transaction including but not limited to upstream and downstream interstate pipelines, intrastate pipelines, local distribution companies and gathering companies, and Midwest shall be responsible for furnishing such information in any reports required by Midwest by the Commission's regulations.

2.5 Request Validity. If Midwest has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within fifteen (15) Days thereafter, Shipper's Request for Storage Service shall be considered null and void and Midwest will retain any Shipper deposits plus accrued interest. In determining whether it is feasible to tender an Agreement, in light of available capacity, relative to service under Rate Schedule FSS, after provision for existing requirements on its system, operating constraints and pending requests for service, Midwest will not execute an agreement which relates to requests for service for which it does not have sufficient available capacity, relative to service under Rate Schedule FSS service, or for which Shipper does not desire to or cannot begin within thirty (30) days after the date the request is made pursuant to Section 2.2 of these General Terms and Conditions, or such other period as the parties may agree to in writing.

2.6 Shipper's Performance. If a Shipper that has executed an Agreement for service under Rate Schedule ISS fails, on the later of the date service is to commence or 15 days after the Shipper executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 4.1 of these General Terms and Conditions, a quantity of Gas for Storage, or fails, having nominated a quantity of Gas and Midwest having scheduled the quantity for Storage, pursuant to Section 4.3 of these General Terms and Conditions, to tender such Gas for Storage on the date it is scheduled, the Midwest may terminate Shipper's Agreement and the Shipper's request for service shall be deemed null and void and Midwest shall be entitled to retain all deposit monies plus accrued interest; provided, however, that the Shipper's Agreement shall not be terminated nor shall the Shipper's request for service be deemed null and void if the Shipper's failure to nominate or tender is caused by an event of force majeure on Midwest's system, as defined in Section 10 of these General Terms and Conditions.

2.7 Communications

In offering service from time to time pursuant to this Tariff, to a Shipper under an Agreement, Midwest may deem any offer made by telephone or other instant communication method to have been refused if acceptance thereof is not communicated to Midwest within six normal working hours after such offer.

3. OPERATING TOLERANCES

3.1 Daily Operating Tolerances. It is recognized that the parties will be unable to control exactly the quantities of Gas delivered and accepted hereunder on any Day, and that the actual quantities received by Midwest may vary above or below the actual quantities delivered on any Day. Such variations, shall be kept to the minimum permitted by operating conditions, and Shipper will use best efforts to eliminate these daily imbalances as soon as possible. The

daily variations, which are considered imbalances, will be accrued and are subject to resolution under Section 4.7. Shipper's daily variation shall not exceed ten percent (10%) of the actual deliveries, except that Midwest may allow greater variation, and/or may adjust receipts or deliveries of gas hereunder, if it determines that it may do so to achieve elimination of previous imbalances without adverse effect on Midwest's operations or its ability to meet all its other obligations, including lower priority service. All daily variations in excess of this 10% tolerance level will be subject to a Daily Balancing Charge set forth on Sheet No. 4.

- 3.2 Daily Operating Tolerances During Extreme Conditions. When Midwest declares an extreme conditions situation as to any portion of its system, the tolerance level, as defined in Section 3.1 above, shall be reduced from 10% to 5% and the charge for variances beyond the reduced tolerance level shall be \$10.00 per Dth as set forth on Sheet No. 4. For purposes of this Section 3.2, an extreme conditions situation exists on any portion of Midwest's system when throughput approaches capacity, when weather conditions so require, or when operating pressures on the affected portion are significantly less than or greater than normal system operating pressures despite Midwest's efforts to maintain normal pressures and a further decline or increase in operating pressures would impair Midwest's ability to receive or deliver Quantities of Gas in accordance with its service obligations. Midwest may declare an extreme conditions situation for the portion of its system affected by the extreme conditions situation by notifying the meter operator(s) and Shipper(s) through its EBB and by telephone and facsimile communication. Once declared, Midwest will post notification of the extreme conditions situation on its EBB at the commencement of each Day until Midwest notifies the meter operator(s) and the Shipper(s) through its EBB and telephone and facsimile communication that the extreme conditions situations has ended. When an extreme conditions situation is declared to become effective at any time other than the commencement of any Day, Shippers will use their best efforts to bring deliveries to nominated levels as soon as possible but in no event later than two hours, after which the increased Daily Balancing Charge provided for in this Section 3.2 shall be applied to

variances in excess of the 5% tolerance level.

- 3.3 Limitation of Service. A Shipper which fails to comply with any and all of the terms of the Agreement, including the applicable Rate Schedules and these General Terms and Conditions, shall be deemed to have consented to termination of such Agreement and abandonment of service.

4. NOMINATIONS, SCHEDULING, CURTAILMENT AND BALANCING

- 4.1 Nominations. Unless other arrangements are mutually agreed to, Shipper shall at least five (5) working Days prior to the first Day of each Month furnish by telephone, and confirm immediately in writing, to Midwest's Gas Control Department, a nomination showing the estimated daily quantities of Gas it desires Midwest to inject or withdraw from Storage during such Month. Shipper may nominate zero (0) for a daily quantity, but in the event Shipper nominates a daily quantity in excess of zero (0), such daily quantity shall not be less than 50 mcf. Shipper shall also inform Midwest in advance of each Month of the desired order of priority of receipts and deliveries under each Agreement and Midwest may rely thereon (or in the absence of such information, upon Midwest's judgment) if allocation under such Agreement is required.
- 4.2 Changes from Nominations. Shipper shall give Midwest's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily quantity from that set forth in the nomination provided for in Section 4.1 hereof, and immediately confirm the same in writing. Midwest may waive such notice upon request if, in its judgment, operating conditions permit such waiver. Subsequent revisions to any such changed daily nomination will be accepted until 8:30 a.m. eastern time, subject to operator confirmation, verification, and operating conditions. No Shipper under Rate Schedule ISS may, irrespective of its Maximum Daily Quantity, Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, increase its nomination for a Month during such Month, if such increase in nomination would require Midwest to reduce the quantities of Gas which would be injected or withdrawn from Storage for such month for other Shippers.

Shipper shall notify Midwest of any changes of daily deliveries to Midwest or daily receipts from Midwest. Midwest shall notify Shipper of any changes of daily receipts from Shipper (or his agent) or of any daily deliveries to Shipper (or his designated recipient of gas). The notification required by the preceding two sentences shall be made by telephone or other instant communication immediately upon knowledge thereof. Variations of actual deliveries to Midwest from the nominated deliveries at the Point(s) of Receipt shall be considered imbalances. Such imbalances shall be kept to the minimum permitted by operating conditions and shall be corrected as soon as possible.

4.3 Scheduling, Allocation of Capacity, and Curtailment.

- (a) General For each Day, Midwest will schedule receipts and deliveries of Gas, on the basis of Storage nominations made by Shippers, which Midwest is hereby authorized to rely upon in its scheduling; storage capacity available on Midwest's system thereof in light of such nominations and requests; usage of Storage Service by Shippers in recent Months; and overall operating conditions from time to time. As set forth in the following sections, Midwest will schedule all quantities nominated under all its FSS contracts prior to scheduling nominations under its ISS contracts.
- (b) Scheduling and Allocation of FSS In attempting to schedule nominated quantities under FSS agreements pursuant to Section 4.3(a) above, Midwest shall allocate capacity, if required, on a pro rata basis according to Maximum Daily Quantities, Maximum Daily Injection Quantity, or Maximum Daily Withdrawal Quantity, as applicable.
- (c) Scheduling and Allocation of ISS In attempting to schedule nominated quantities under ISS agreements pursuant to Section 4.3(a) above, Midwest shall allocate capacity, if required, on the basis of price, with non-discounted ISS agreements scheduled first. In the case of ISS agreements with the same rate,

Midwest shall schedule nominations among those agreements on a pro rata basis, according to Maximum Daily Quantities, Maximum Daily Injection Quantity, or Maximum Daily Withdrawal Quantity, as applicable. Notwithstanding these provisions, no ISS Shipper shall have a claim of priority on any day to quantities in excess of the lesser of (i) Shipper's Maximum Daily Quantity, Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity (as applicable), (ii) Shipper's nomination, or (iii) two hundred percent (200%) of the daily average quantities nominated by Shipper for the two (2) most recent previous Months.

- (d) Curtailment If, on any Day, Midwest determines that the capacity of its system, or portion(s) thereof, is insufficient to serve all storage requirements scheduled for such Day, or to accept the quantities of Gas tendered, capacity which requires allocation shall be allocated so as to provide the service which is feasible, in the reverse order of that prescribed for scheduling, above.
- 4.4 Delivery of Gas. Midwest, subject to the other provisions hereof, shall make daily delivery, to the extent practicable, of Equivalent Quantities of Gas at the Point(s) of Delivery after making adjustment for any prior imbalances in deliveries.
- 4.5 Hourly Variation. Receipts and deliveries shall be made at uniform hourly rates to the extent practicable.
- 4.6 Limitation on Obligation. Should the quantities of Gas received from Shipper(s) by Midwest at the Point(s) of Receipt exceed the Maximum Daily Quantity, or Maximum Daily Injection Quantity, as applicable, Midwest shall notify Shipper of such fact within 48 hours after such becomes known, and Shipper shall seek to reduce deliveries to Midwest forthwith. Midwest may attempt to store the gas received, as provided in the applicable Rate Schedule. In the event any such excess delivery would jeopardize the safety of Midwest's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgment and discretion of Midwest, Midwest shall have the right to refuse to accept, without

- any liability to Shipper, or any other person, all or such part of said excess delivery as Midwest deems necessary, and shall notify Shipper accordingly.
- 4.7 Monthly Balancing. At the end of each month, Midwest will aggregate a Shipper's daily imbalances. This monthly imbalance may not exceed 1.5 times the Shipper's Maximum Daily Quantity. Following receipt of Monthly statements and this determination of any monthly imbalance, the parties shall adjust the receipts and deliveries of Gas as soon as practicable, but no later than the end of the following Month, to balance any excess or deficiency in order for Shipper to receive Equivalent Quantities. Shippers who fail to resolve completely their monthly imbalances by making appropriate in-kind nominations are subject to the following monetary resolution: Midwest will buy any overages at a price equal to 50% of the Midcontinent Spot Price index (as defined in Section 1.12), less the maximum storage charges, and Midwest will charge the Shipper 150% of the Midcontinent Spot Price Index plus the maximum storage charges for any underages, unless Midwest and the Shipper mutually agree upon some alternative resolution plan. To the extent a Shipper's monthly imbalance exceeds 1.5 times the Shipper's Maximum Daily Quantity, Shipper is also subject to the Excess Monthly Imbalance Charge, set forth on Sheet No. 4.
- 4.8 Final Balancing. In the event the quantities of Gas received and delivered are not in balance at the end of the term of the ISS Agreement or at the end of the Summer Period under a FSS Agreement, then such balance shall be achieved within sixty (60) Days after determination of such imbalance by extending receipts or deliveries as applicable at the appropriate Point(s) of Receipt or Point(s) of Delivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto. This sixty-day clear-up period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw properly nominated quantities is caused by Midwest's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. If imbalances remain at the conclusion of the sixty-day clear-up period or the termination of the agreed-upon alternative resolution mechanism, the imbalance

amounts will be cashed out as follows: (i) Midwest will buy any overages at a price equal to 50% of the Midcontinent Spot Price index (as defined in Section 1.12), less the maximum storage charges; (ii) Midwest will charge the Shipper 150% of the Midcontinent Spot Price Index plus the maximum storage charges for any underages.

4.9 Reduction in Maximum Daily Quantity. In the event that Shipper nominates or utilizes less than 50% of its Maximum Storage Quantity under Rate Schedule ISS for a period of two (2) Months, Midwest may reduce Shipper's Maximum Storage Quantity to 125% of the average utilization during such Months, which new Maximum Storage Quantity as applicable, shall be effective on the first Day of the Month following the Month in which Midwest gives Shipper notice of such reduction.

4.10 Transfer of Title to Gas in Storage

- (a) A Shipper may sell Working Storage Gas to any other Shipper under a Rate Schedule with the same priority, either firm or interruptible, if:
 - (i) Both purchaser and seller of the Working Storage Gas provides Midwest with verification of the transfer in writing; and
 - (ii) The purchase does not cause either Shipper to exceed its Maximum Storage Quantity, as specified in the Shipper's Service Agreement.
- (b) Midwest will recognize the transfer for purposes of computing available Working Storage Gas and applicable Injection and Withdrawal Quantities on a prospective basis within 24 hours after receiving the written verification required by Section 4.10(a) (i).

5. PRESSURE AT POINT(S) OF RECEIPT AND DELIVERY AND PRESSURES

5.1 Pressure at Point(s) of Receipt. Unless otherwise agreed to by the parties as set forth in the Agreement, Shipper shall cause the Gas to be delivered at the Point(s) of Receipt at a pressure sufficient to allow the Gas to enter Midwest's system at the varying pressures that may exist in

such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure ("MAOP") specified for the Point of Receipt in the Agreement. In the event the MAOP of Midwest's, at the Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Shipper to Midwest at the Point(s) of Receipt shall be correspondingly increased or decreased upon notification by Midwest to Shipper.

- 5.2 Pressure at Point(s) of Delivery. Unless otherwise agreed to by the parties as set forth in the Agreement, Midwest shall redeliver the Gas to Shipper at the Point(s) of Delivery hereunder at Midwest's prevailing line pressure as such may vary from time to time.

6. MODIFICATION OF AGREEMENT

Midwest and Shipper may agree to add or delete Point(s) of Receipt and/or Delivery under any Volume No. 1 Rate Schedule, subject to availability of capacity. Neither Midwest nor Shipper shall be required to agree to any such proposed modification.

7. MEASUREMENT AND MEASUREMENT EQUIPMENT

- 7.1 The volume of Gas delivered at the Point(s) of Receipt and at the Point(s) of Delivery shall be measured by:
- (a) An orifice meter, designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 3); or
 - (b) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel

Gas by Turbine Meters", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 71); or

- (c) A positive displacement meter, installed and operated in accordance with generally accepted industry practices.
- 7.2 Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.
- 7.3 The volume of Gas delivered hereunder at each Point of Receipt and Point of Delivery shall be calculated by means of an electronic flow computer located at, or by the processing of meter charts recorded at, each Point of Receipt or each Point of Delivery, in either case in the following manner:
- (a) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
 - (b) When the measuring equipment is a turbine meter; the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.
 - (c) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing Gas temperature, and (3) compressibility ratio.
- 7.4 The volume of Gas delivered or received hereunder shall be computed using the standards and factors determined as follows:
- (a) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a temperature of sixty degrees (60ø) Fahrenheit and a

pressure of 14.73 pounds per square inch absolute. For the purposes of pricing hereunder, the dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by one thousand (1,000).

- (b) The average absolute atmospheric (barometric) pressure at the Point of Delivery/Receipt shall be assumed to be equal to 14.4 pounds per square inch.
- (c) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- (d) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner which yields results consistent with the results produced by the procedures presented in the American Gas Association Transmission Measurement Committee Report No. 8 entitled "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."
- (e) The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:
 - (i) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream at the Point of Receipt or Point of Delivery.
 - (ii) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the Point of Receipt or Point of Delivery.

(iii) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (Fpv)^2$ in which "Fpv" is the supercompressibility factor determined as described in Section 7.4(d).

(e) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.

7.5 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Midwest. Midwest or Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the operator of the measuring equipment. The records from such measuring equipment shall remain the property of the operator, but upon request, the other party may request records, including charts, if any, together with calculations therefrom for inspection, subject to return within thirty (30) Days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas received and delivered.

If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, at a recording corresponding to the average hourly rate, of Gas flow rate for the period since the last

preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

8. QUALITY

8.1 Heat Content. Heat content shall mean the gross heating value per cubic foot of Gas delivered at each Point of Receipt and Point of Delivery. The Gas at each Point of Receipt shall have a heat content not greater than 1200 BTUs per cubic foot nor less than 950 BTUs per cubic foot when determined on a dry basis. Midwest shall have the right to waive such BTU content limits if, in Midwest's sole opinion, Midwest is able to accept Gas with a BTU content outside such limits without affecting Midwest's operations. The total heating value per cubic foot of Gas shall be determined at each Point of Receipt and each Point of Delivery by one of the following methods:

- (a) by means of an instrument of standard manufacture installed to measure the heating value of the Gas being delivered at the Point of Receipt or the Point of Delivery.
- (b) at intervals of not more than six (6) Months by means of an instrument of standard manufacture and a sample of Gas from the Gas stream from which Gas is being delivered at the Point of Receipt or the Point of Delivery.
- (c) other method mutually agreed upon by both parties.

For the purpose of calculating receipts and deliveries, the heat content of the Gas so determined at each such point shall be deemed to remain constant at such point until the next determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of Gas at a temperature of sixty degrees (60°) Fahrenheit and an absolute pressure of 14.73 psia.

8.2 Freedom from Objectionable Matter. The Gas received and delivered hereunder shall be merchantable Natural Gas and:

- (a) shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Midwest.
- (b) shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same Solution, after the first paper has been exposed to the Gas for one and one-half (1-1/2) minutes in an apparatus of approved form, through which the Gas is flowing at the rate of approximately five (5) cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the H₂S content may be determined by an instrument of approved type and by approved methods agreeable to the parties;
- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of Gas;
- (d) shall not at any time have an oxygen content in excess of 50 parts per million, and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) shall not contain as nearly as practicable any free water nor contain more than seven (7) pounds of water vapor per million cubic feet of Gas;
- (f) shall not contain more than two percent (2%) by volume of carbon dioxide;

- (g) shall be delivered at a temperature not in excess of one hundred twenty degrees (120°) Fahrenheit or less than forty degrees (40°) Fahrenheit;
- (h) shall not contain more than three percent (3%) by volume of nitrogen;
- (i) shall not contain any active bacteria or bacterial agent, including, but not limited to, sulphate reducing bacteria and acid producing bacteria;
- (j) shall not contain any polychlorinated biphenyls; and
- (k) shall not contain any hazardous or toxic substances.

8.3 Failure to Meet Specifications. Should any Gas tendered for delivery hereunder fail at any time to conform to any of the specifications of this Article, the affected Party shall notify the other party of any such failure and the affected party may at its option suspend all or a portion of the receipt of any such Gas, and shall be relieved of obligations hereunder for the duration of such time as the Gas does not meet such specifications.

8.4 Commingling. It is recognized that Gas delivered by Shipper will be commingled with other Gas stored hereunder by Midwest. Accordingly, the Gas of Shipper shall be subject to such changes in heat content as may result from such commingling and Midwest shall, notwithstanding any other provision herein, be under no obligation to redeliver for Shipper's account, Gas of a heat content identical to that caused to be delivered by Shipper to Midwest.

9. BILLING AND PAYMENT

9.1 Billing. On or before the tenth (10th) Day of each Month, Midwest shall render to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). In computing the amounts due, Midwest may utilize estimates of the quantity of Gas received from or delivered to Shipper during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in later

statements for differences between such estimated and actual quantities.

When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Midwest on or before the third (3rd) Day of the Month.

Both Midwest and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

- 9.2 Payment. Shipper shall pay Midwest the amount due for the preceding month on or before the twenty-fifth (25th) Day of the Month. All payments by Shipper to Midwest shall be made in the form of wire transfer directed to a bank account designated by Midwest's Controller or by check at Midwest's general office, or at such other address as Midwest shall designate such that funds are available on the date payment is due.

If rendering of a bill by Midwest is delayed after the tenth (10th) Day of the Month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay.

Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the prime rate from time to time charged by Citibank, N.A. New York, New York to responsible commercial and industrial borrowers, plus two percentage points, from the due date until the date of payment. If such failure to pay continues for thirty (30) Days after payment is due, Midwest, in addition to any other remedy it may have hereunder, may upon receipt of the appropriate regulatory approval, if any, suspend further delivery of Gas until such amount is paid; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Midwest such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Midwest, shall furnish a good and sufficient surety bond in an amount and with surety

satisfactory to Midwest or other assurance acceptable to Midwest, guaranteeing payment to Midwest of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Midwest shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

- 9.3 Adjustment of Billing Errors. Subject to the provisions of paragraph 9.2 hereof, if it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) Days after the final determination thereof, either Midwest shall refund the amount of any such overcharge or Shipper shall pay the amount of any such undercharge. In the event an error is discovered in the amount billed in any statement rendered by Midwest, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within twelve (12) Months from the date of such statement. If the Parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

10. FORCE MAJEURE

- 10.1 Definition. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), crevasses, floods, washouts; arrests and restraints of the government, either Federal or State, civil or military, civil disturbances. Relative to Midwest's service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction

of facilities; breakage or accident to machinery or lines of pipe; the authority or as deemed necessary for testing (as required by governmental authority or as deemed necessary by Midwest for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipe lines; accidents, breakdowns, inability to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of this Agreement, rights of way; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in Midwest's control. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Midwest's discretion and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of Midwest.

- 10.2 Notice and Effect of Force Majeure. If by reason of force majeure either Midwest, any Shipper, or other party subject to this tariff is rendered unable, wholly or in part, to carry out its obligations under this Agreement, it is agreed that on such party giving notice in full particulars of such force majeure by telephone or facsimile, followed by a writing, to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. If Midwest is the party giving notice of the force majeure event, Midwest will also post such notice on its EBB. Midwest shall not be liable in damages to Shipper other than for acts of gross negligence or willful misconduct and then only where force majeure does not apply.
- 10.3 Limitations. Such force majeure affecting the performance hereunder by either Midwest or Shipper, however, shall not relieve such party of liability in the event of concurring

negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Shipper from its obligations to make payments as then due or becoming due determined hereunder.

11. RIGHT-OF-FIRST-REFUSAL

11.1 General. Upon the expiration or termination of an FSS agreement having a term of less than one year, Midwest's underlying transportation obligation shall automatically be terminated, and the transportation service abandoned under Section 7(b) of the NGA. Any Shipper or Replacement Shipper with an FSS agreement having a term of one (1) year or more may exercise a right to continue to receive service under that Agreement for all or a portion of the firm capacity under the Agreement at the expiration of the Agreement's term, provided that Shipper complies with the procedures set forth in this section.

11.2 Procedures.

(a) Notifications As set forth in the schedule below, Midwest will notify in writing FSS Shippers who are eligible to participate in the right-of-first-refusal process set for in this section of the upcoming expiration of their contract. Similarly, these Shippers must then notify Midwest of their election to participate in the right-of-first-refusal process:

Contract Term -----	Midwest's Notice of Contract Expiration -----	Shipper's Election -----
1 - 5 years	7 months before contract expires	6 months before contract expires
> 5 years	13 months before contract expires	12 months before contract expires

(b) Bid Evaluation After Shipper has notified Midwest of its intent to continue service, the capacity available under Shipper's Agreement will be posted on Midwest's

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electronic bulletin board for bid. Midwest will accept for evaluation bids for this capacity from the time of posting up to and including, but no later than, the forty-fifth (45) day prior to the date the existing Agreement is scheduled to expire. After the close of the bid period, Midwest will evaluate the bids according to the formula set forth in Section 8.4(d)(i) of Rate Schedule FSS to determine the bid which has the greatest economic value. For the purpose of this evaluation, no bid term may exceed 20 years.

- (c) Awarding of Capacity Within five (5) business days of the date bidding ends, Midwest will notify Shipper of the bid received having the greatest economic value. Shipper will then have ten (10) business days to notify Midwest whether it will match the rate and term (up to 20 years) offered in the best bid, and, if so, will execute a new service Agreement matching the offer prior to the termination of the existing Agreement. Midwest, shall not, however, be obligated to enter into an extension of any Agreement or continue service at any rate less than Midwest's maximum applicable rates in effect at the time of renewal, nor shall Midwest be obligated to enter into an extension of any Replacement Shipper who fails to meet the Creditworthiness requirements set forth in Section 12.5 of these General Terms and Conditions.

If Shipper fails to match the best bid, Midwest may offer the capacity to the bidder submitting the best bid; provided, however, that Midwest shall not be obligated to enter into an Agreement for that capacity at any rate less than Midwest's then-effective, maximum applicable rates, nor shall Midwest be obligated to enter into an agreement with any bidder who fails to meet the Creditworthiness requirements set forth in Section 12.5 of these General Terms and Conditions.

If no bids are received, Shipper may continue to receive service under a new Agreement for whatever term it chooses; provided, however, that Shipper

agrees to pay the applicable maximum rate, or a rate agreed to by Shipper and Midwest.

12. MISCELLANEOUS

- 12.1 Responsibility for Gas. Upon receiving delivery of Gas to be delivered at the Point(s) of Receipt, Midwest shall be in exclusive control and possession of such Gas and responsible for any loss thereof, or any and all injury or damage caused thereby, until the Equivalent Quantities of Gas have been delivered for the account of Shipper at the Point(s) of Delivery after which Shipper shall be in exclusive control and possession of such Gas and responsible for any and all injury or damage caused thereby.
- 12.2 Warranty. Shipper warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas for storage hereunder good title to such Gas and/or good right to cause the Gas to be delivered to Midwest for Storage. Shipper warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Midwest harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Midwest harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.
- 12.3 Waivers. No waiver by either Midwest or Shipper of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- 12.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Midwest, as the case may be, shall if eligible be entitled to the rights and shall be

subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; provided further, however, that neither party shall be released from its obligations hereunder without the consent in writing of the other party.

- 12.5 Creditworthiness. Midwest shall not be required to commence service or to continue to provide service under an Agreement with any Shipper who is or has become insolvent or who, when requested by Midwest to demonstrate creditworthiness, fails to do so in light of previous experience and information available; provided, however, that Shipper may receive service if Shipper deposits with Midwest and maintains, on prepaid account, an amount equal to amounts which would be due for three (3) Months service at the full Maximum Daily Withdrawal Quantity or to furnish, within fifteen (15) Days, good and sufficient security, as reasonably determined by Midwest, of a continuing nature and in an amount equal to such amounts which would be due. Midwest may, without waiving any rights or remedies it May have, suspend further service until such security is accepted by Midwest.
- 12.6 Interpretation of Laws. Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Indiana.
- 12.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 12.8 No Third Party Beneficiary. It is expressly agreed that here is no Third Party Beneficiary or any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.

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Midwest's TBB will provide callers with a menu of recorded messages regarding various items referenced in Midwest's tariff. These items include: (i) information regarding unsubscribed capacity available on Midwest's system; (ii) information regarding released capacity available from firm shippers (if any); (iii) information regarding service interruptions due to force majeure and related capacity constraints; and (iv) other operating conditions or restrictions, and (v) FERC Form No. 592 affiliate transportation log and other Order No. 497-related information, and (vi) emergency contacts.

Midwest will add other options as required. In addition, Midwest will update its TBB as needed, but in no event less than once every business day.

15. ORDER NO. 497 COMPLIANCE

15.1 Shared Operating Personnel and Facilities: Midwest will have an organizationally-distinct marketing affiliate whose operating personnel and facilities are separated, to the maximum extent practicable, from those of Midwest. Midwest shares no operating personnel with its marketing affiliate.

With respect to shared facilities, Midwest and its marketing affiliate are located in the same office building at 10 South Riverside, Chicago, Illinois; however, they are physically segregated in separate suites, and Midwest and its marketing affiliate have separate and completely independent computer systems. The personnel of Midwest's marketing affiliate do not have access to Midwest's storage service data bases.

15.2 Information Required for Valid Request for Service: The specific information and format required from those persons seeking to obtain service under Rate Schedules FSS or ISS is set forth in Section 2 of these General Terms and Conditions.

15.3 Complaint Procedures:

- (a) For the purposes of FERC Order No. 497, all oral and written complaints should be directed to:

Midwest Gas Storage Inc.
10 South Riverside
Chicago, Illinois 60606
Attn: Director of Marketing
Phone: (708) 448-3681

- (b) Midwest will log the complaint and identify the following on the log:

1. Name of complainant.
2. Date the complaint was received by Midwest.
3. Specific subject of complaint.

- (c) The recipient of the complaint will contact the appropriate person for further review/resolution. Midwest will respond initially to the complainant within 48 hours of the complaint. Midwest will then respond in writing to the complainant within 30 days of receipt of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

- (d) Midwest will then update its complaint log to reflect that a response has been issued.

15.4 Availability and Pricing of Capacity: Information concerning (i) the availability and pricing of service and (ii) capacity on Midwest's system may be obtained via Midwest's EBB. Procedures for accessing Midwest's EBB are described in Section 14 of these General Terms and Conditions.

