

MIDWESTERN GAS TRANSMISSION COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

IMPORTANT-READ CAREFULLY: This is an agreement between you ("Customer") and Midwestern Gas Transmission Company ("Midwestern"). Please read this Agreement carefully. If you are not willing to be bound by the terms of this Agreement do not click the "ACCEPT" button. Your clicking on the button marked "ACCEPT" indicates your acknowledgement that you have read, understand and accept these terms and conditions.

THIS AGREEMENT (the "Agreement") is made and entered into at Tulsa, Oklahoma, as of (automatically generate and fill-in the date of execution), by and between Midwestern Gas Transmission Company ("Midwestern") and the entity or entities identified below ("Customer") (Midwestern and Customer sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties").

WHEREAS, Midwestern transports natural gas in interstate commerce in accordance with its Federal Energy Regulatory Commission ("FERC") Gas Tariff, as revised from time to time; and

WHEREAS, the Parties may have previously entered into Agreements relating to such transportation services; and

WHEREAS, the Parties may wish to enter into other Agreements relating to such transportation services; and

WHEREAS, the Parties desire to facilitate certain transactions pursuant to such Agreements by exchanging documents, records and signatures electronically or by utilizing electronic agents;

NOW THEREFORE, in consideration of the mutually beneficial covenants and agreements contained herein, the Parties, intending to be legally bound, agree as follows:

1. Existing and Future Agreements

- A. The Parties may have previously entered into agreements in the normal course of their business dealings which shall collectively be referred to as the "Existing Agreements." Each of the Existing Agreements is hereby amended by adding the provisions found in Section 2 below.
- B. The Parties agree that this Agreement, and future agreements, may be entered into, modified or terminated through electronic means as set forth in Section 2 below.
- C. The Parties agree that any transactions contemplated by this Agreement, any Existing Agreement, or any future agreement may be conducted through electronic means as set forth in Section 2 below.

2. Agreement to Utilize Electronic Means

- A. In order to facilitate commerce between them, the Parties agree:
 1. To allow any bids, offers, acceptances or other transactions to be made, communicated, accepted or otherwise conducted through electronic means.
 2. That any record, document or signature may be sent or maintained by the Parties in electronic form.

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2. Agreement to Utilize Electronic Means (Continued)

A. (Continued)

3. A contract or agreement may be formed by the Parties solely through the use of electronic means or through the use or interaction of electronic agents.
4. Unless otherwise agreed by the Parties, an electronic record or communication is sent when it:
 - a. is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;
 - b. is in a form capable of being processed by that system; and
 - c. enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.
5. Unless otherwise agreed between the Parties, an electronic record or communication is received when:
 - a. it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and
 - b. it is in a form capable of being processed by that system.

B. The Customer agrees to comply with all directives, rules, regulations and requirements of Midwestern (the "Directives") regarding the types transactions which may be conducted by electronic means or through the interaction of electronic agents as well as the technology to be used. Such Directives may address eligible transactions, communication protocols, methods of electronic communication, encryption, use of digital signatures, security, confidentiality, authentication and other subjects related to electronic means.

C. At any time, either Party may refuse to conduct further transactions by electronic means.

3. Disclaimer of Warranties and Limitation of Damages

A. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Midwestern or Customer's use of Midwestern's computer, Internet or communication facilities or systems. Additionally, MIDWESTERN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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3. Disclaimer of Warranties and Limitation of Damages (Continued)

- B. Customer assumes all risks of loss or liability arising out of this Agreement and hereby agrees to hold harmless and indemnify Midwestern from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Midwestern) brought by third parties based upon this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Midwestern or Customer's use of Midwestern's computer, Internet or communication facilities or systems, except that Midwestern will remain liable for its own negligence. All claims arising from and out of the terms of this Agreement shall be limited to the assets of Midwestern.

4. Interpretation and Miscellaneous Provisions

- A. Interpretation. This Agreement is designed to facilitate electronic transactions between the Parties. This Agreement evidences the complete and exclusive understanding and agreement of the parties with respect to electronic transactions and supersedes and merges any prior understandings or agreements related thereto.
- B. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska (without regard to conflicts of law principles), including, without limitation, the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Oklahoma. Tulsa County shall be the sole appropriate venue and jurisdiction for all controversies in connection with this Agreement.
- C. Subject to Tariff. The terms and conditions of this Agreement are subject to Midwestern's FERC Gas Tariff, as amended from time to time.
- D. Assignment. Except as otherwise expressly provided herein, the Parties may not assign rights or delegate duties arising hereunder without the prior written consent of the other Party, and any assignment or delegation of any right, duty, or claim arising hereunder without such consent shall be void.
- E. Modification and Waiver. No amendment, modification, or waiver of this Agreement shall be effective unless made in a written instrument which specifically references this Agreement and which is signed by the Parties.
- F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- G. Identification of Customer. This Agreement shall be binding upon the entity associated with the Logon I.D. in use when the "ACCEPT" button is clicked. If multiple entities are associated with the Logon I.D., then this Agreement shall be binding upon all such entities as though each entity individually entered into this Agreement.
- H. Representation of Authority. The representative of Customer clicking on the "ACCEPT" button represents and warrants to Midwestern that (i) he or she has the corporate power and authority to enter into this Agreement; and, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate action on the part of Customer.