

## **AQUILA NETWORKS**

Copies of the official tariff sheets are available at offices providing service under the tariffs, and at the governing state or national commission offices. The information available here attempts to be materially the same, but should there be any discrepancies, in all cases the official tariffs on file with the governing commission will hold over these documents.

### **Included documents:**

- Joint Affidavit for Firm Transportation Customers
- Aggregation Service Agreement
- Small Volume Balancing Services Agreement
- Small Volume Transportation Service Agreement
- Large Volume Transportation Service Agreement
- System Supply Reserve Service Agreement
- Election of Firm Transportation
- Election of Winter Period Firm Service Transportation

**JOINT AFFIDAVIT FOR FIRM TRANSPORTATION CUSTOMERS**

STATE OF IOWA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

[Name of individual signing for Customer] \_\_, \_\_ [position] \_\_, of \_\_ [Customer name] (“Customer”) and \_\_ [name of individual signing for Marketer] \_\_, \_\_ [position], of \_\_ [Marketer name] \_\_ (“Marketer”), being duly sworn according to law depose and state:

- 1. Customer and Marketer represent to Aquila, Inc. d/b/a Aquila Networks (“Company”) that one or both of them have and will maintain, or will have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company’s natural gas distribution system in \_\_\_\_\_ (Iowa) to deliver on a firm basis all volumes of gas to Company for Customer’s accounts identified on Exhibit “A” attached hereto.
- 2. In the event any such firm transportation rights are terminated or limited in any manner so that Customer and Marketer are unable to deliver gas to Company’s natural gas distribution system as provided above, then Customer and Marketer shall immediately notify Company in writing sent by facsimile to the following number: \_\_\_\_\_.
- 3. Customer and Marketer shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney’s fees and court costs) arising out of the failure of Customer and Marketer to maintain, or cause to be maintained, the firm transportation rights described herein.
- 4. This Affidavit shall be governed and construed in accordance with the laws of the State of Iowa.

**Marketer Name**

**Customer Name**

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Customer) and \_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Marketer).

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit "A"**  
**Customer Firm Accounts**

**AQUILA, INC. d/b/a AQUILA NETWORKS  
AGGREGATION SERVICE AGREEMENT  
(Iowa)**

This Aggregation Service Agreement is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Aquila, Inc. d/b/a Aquila Networks (“Company”), and \_\_\_\_\_ (“Customer”).

WITNESSETH:

Whereas, Customer and Company have entered into a Transportation Service Agreement; and

Whereas, Customer desires Company to provide an aggregation service; and

Whereas, Company is willing to provide such service pursuant to the terms and conditions provided below.

NOW, THEREFORE, in consideration of the above premises and the covenants contained herein, the parties agree as follows:

1. Availability. A Marketer may combine a group of transportation Customers that have the same balancing provisions and are located on the same interstate pipeline system and within the same interstate pipeline operational zone. Customers that purchase the Small Volume Balancing Service cannot be aggregated in the same group as those customers that do not purchase the Small Volume Balancing Service. If the Marketer purchases this aggregation service, the aggregated group will be considered as one Customer for purposes of calculating the daily scheduling penalties and monthly imbalances, i.e., individual Customer nominations and consumption will be summed and treated as if they were one Customer. This does not include aggregation of fixed costs or customer charges. Small Volume customers with daily consumption of less than 200 Mcf who elect transportation service may purchase Company’s Small Volume Balancing Service in lieu of meeting Company Tariff requirements for the installation of telemetry and daily scheduling requirements. Customer represents that it meets the service availability requirements for balancing services under this Agreement.

2. Fee. The cost of this aggregation service is \$0.04 per Mcf of gas delivered to the aggregated group.

3. Term. The term of this Agreement shall commence \_\_\_\_\_, 20\_\_, and continue until terminated by either party upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Balancing Services Agreement as of the date first above provided.

“Company”

“Customer”

**Aquila, Inc.  
d/b/a Aquila Networks**

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

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

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

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

**AQUILA, INC. d/b/a AQUILA NETWORKS**  
**SMALL VOLUME BALANCING SERVICES AGREEMENT**  
**(Iowa)**

This Balancing Services Agreement is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Aquila, Inc. d/b/a Aquila Networks (“Company”), and \_\_\_\_\_ (“Customer”).

WITNESSETH:

Whereas, Customer and Company have entered into a Small Volume Transportation Service Agreement; and

Whereas, Customer desires Company to provide a daily balancing service; and

Whereas, Company is willing to provide such service pursuant to the terms and conditions provided below.

NOW, THEREFORE, in consideration of the above premises and the covenants contained herein, the parties agree as follows:

1. Availability. Small Volume customers with daily consumption of less than 200 Mcf who elect transportation service may purchase Company’s Small Volume Balancing Service in lieu of meeting Company Tariff requirements for the installation of telemetry and daily scheduling requirements. Customer represents that it meets the service availability requirements for balancing services under this Agreement.

2. Nominations. Customer must submit a daily nomination to Company on the days the balancing services are used. Such nominations shall be made as provided in Company’s tariff.

3. MDQ Requirements; Penalties. Under certain circumstances described below, Company may, at its option, require Customer to deliver its MDQ to the Receipt Point up to a cumulative 20 (in addition to interstate pipeline OFO and critical days) days during the months of November through March. If MDQ delivery does not occur then customer must curtail to the level of their confirmed nomination. The delivery of the MDQ must be confirmed. Confirmation occurs when Company receives confirmed nomination from the interstate pipeline. In the event that the interstate pipeline calls a “Critical Day” or “Operational Flow Order”, Customer must, without notice from Company, deliver its MDQ to the Receipt Point. In the event that Company calls a Critical Day or issues an Operational Flow Order, Company will notify Customer via fax that Customer must deliver its MDQ to the Receipt Point. Company will provide Customer with at least 25 hours notice prior to the start of the gas day for which such Critical Day or Operational Flow Order applies. Note, however, that Company will automatically require, without providing notice to Customer, that Customer deliver its MDQ whenever the interstate pipeline calls a Critical Day or Operational Flow Order. If Customer fails to deliver its MDQ as required and the interstate pipeline has called a Critical Day or Operational Flow Order or the Company has called a Critical Day, then Company shall assess a penalty to Customer for each Mcf that Customer failed to deliver in an amount equal to the

highest daily penalty applicable to a Critical Day as defined by the interstate pipeline in its tariff. If Company has not called a Critical Day but has issued an Operational Flow Order and Customer fails to deliver its MDQ, then Company will assess a penalty to Customer in an amount equal to that identified in Sheet 14i of Company's Tariff for each Mcf that Customer failed to deliver.

4. Definitions. Capitalized terms not otherwise defined herein shall have the definitions ascribed to them in Company's Tariff. A "Critical Day", when called by the interstate pipeline, has the meaning set forth in the interstate pipeline's Tariff and, when called by Company, is defined as any day during which, in the sole judgment of Company, service is limited due to capacity constraints, operational problems or any other cause. Service limitations include, but are not limited to, curtailment or interruption. A Critical Day may be declared with respect to any one or more delivery and/or receipt points. An "Operational Flow Order," when called by the interstate pipeline, has the meaning set forth in the interstate pipeline's tariff and, when called by Company is defined as notice issued by Company to Customer requiring the delivery of specified quantities of gas to Company for the account of Customer at times deemed necessary by Company to maintain system integrity and to assure continued service. An Operational Flow Order may be issued to the smallest affected area. For example, a single receipt point, receipt points on a pipeline or the entire system. Notwithstanding anything herein to the contrary, Company may curtail Customer with respect to the Interruptible MDQ only.

5. Fee. Customer shall pay Company 7.5¢ per Mcf transported by Customer on Company's system for this balancing service.

6. Term. The term of this Agreement shall commence \_\_\_\_\_, 20\_\_\_\_, and continue until terminated by either party upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Balancing Services Agreement as of the date first above provided.

"Company"

"Customer"

**Aquila, Inc.**  
**d/b/a Aquila Networks**

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

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

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

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

**AQUILA, INC. d/b/a AQUILA NETWORKS  
SMALL VOLUME TRANSPORTATION  
SERVICE AGREEMENT  
(Iowa)**

This Agreement is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Aquila, Inc., d/b/a Aquila Networks (“Company”) and \_\_\_\_\_ (“Customer”), whose service address is \_\_\_\_\_.

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein;

Now, therefore, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. Availability: Service under this Agreement is available to any small volume non-general service end-use customer who purchases gas supplies that can be transported on a firm and/or interruptible basis by Company. Service hereunder shall be offered on a non-discriminatory firm and/or interruptible basis contingent upon adequate system capacity. Customers electing interruptible service must sign an affidavit confirming the customer has an alternate fuel capability or is willing to discontinue gas service during periods of curtailment. Small volume customers who convert to transportation service will be required to take assignment to pay for, at the option of the Company, firm interstate natural gas pipeline capacity and supplies designated by Company for a period of up to one year. Service will be provided on a firm basis only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company’s distribution system. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

2. Service Considerations: Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 60 through 60H and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company’s Gas Tariff on file with the Iowa Utilities Board (“IUB”), as the same may be amended, modified or superseded from time to time (the “Tariff”). Customers must install telemetry equipment or purchase the Small Volume Customer Balancing Service provided in Company’s Tariff. Customer must reimburse Company for the cost of all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Customer shall also provide telephonic access and service to this telemetry equipment. The telemetry equipment and any other improvements shall remain the property of Company and will be maintained by the Company.

3. Charges: Customer shall be responsible for and shall pay to Company the following charges for the periods indicated or as otherwise applicable:

Applicable  
Sales Tariff: \_\_\_\_\_

Customer Charge: \$150 per month per facility for administrative costs related to transportation service, plus the applicable sales tariff basic monthly charge for which Customer would otherwise qualify, subject to change as may be approved by the IUB from time to time. Facility shall include all meters under common ownership behind the same town border station (TBS).

Daily Firm Units: \_\_\_\_\_

Capacity Charge: If applicable, the amount is set forth in Customer's regular sales tariff schedule.

Commodity Charge: All volumes received by Customer hereunder shall be charged a rate equal to the tariff margin component of Company's rate then in effect under its sales rate schedule for such Customer. In addition, Customer must pay for all fixed gas costs assigned to Customer in the regular sales tariff rate. Fixed gas costs could include, but are not limited to, the following: Daily Firm Capacity Charges, and Annual Cost Adjustment Charges. Additional costs will be assigned as they are authorized by the FERC or the IUB to be charged for transportation services, including but not limited to take-or-pay costs, TCR costs, and GRI costs. In addition, all volumes delivered from system gas supply shall be charged the rate set forth in the appropriate Company's sales tariff schedule.

Optional Services: The following services, described in Company's Tariff Sheets 60B and 60H, are available at Customer's option:

\_\_\_\_\_ Small Volume Balancing Service

\_\_\_\_\_ Aggregation Service

Customer has initialed which of the above listed optional services, if any, are desired by Customer and agrees to pay the charges associated therewith according to and as set forth in Company's Tariff. Customer shall, upon request of Company, execute such agreements as Company deems necessary or appropriate to effectuate the above services.

4. Term: This Agreement shall remain in effect for a primary term of \_\_\_\_\_ (\_\_) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party. A firm (joint) transportation service Customer must provide two months notice before returning to sales service during the period November through March. Notwithstanding the provisions of this Section, Customers transporting gas for seasonal non-winter peaking purposes lasting less than six months shall be allowed to transfer to sales service at any time after providing one month's written notice, and do not have to be on transportation for any specific period of time.

5. Balancing: Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's

Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.

6. Pipeline Charges; Capacity Assignment: Any charges that Company incurs from a pipeline on behalf of Customer will be passed through to Customer. Such charges may include, but are not limited to, any other charges referenced in Sections 5 and 8 of this Agreement.

7. Nominations: Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2<sup>nd</sup> through the 31<sup>st</sup> days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provision, including but not limited to, monthly cash out.

8. Penalty for Unauthorized Takes When Service is Interrupted or Curtailed: If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus the greater of either pipeline daily delivery variance charges or \$20 per Mcf for gas used in excess of the volumes of gas to which Customer is limited. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do.

9. Billing and Payment: Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment. The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within twenty (20) days after rendering of the bill. Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than twenty (20) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

10. Notices: Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the provided below:

<b>Company:</b>	<b>Customer:</b>
Aquila, Inc.	Company: _____

d/b/a Aquila Networks Attention: _____ _____ Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____ Gas Supply Services Division Attention: _____ 7101 Mercy Road Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____	Attention: _____ Address: _____ Telephone: _____ Fax: _____
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11. Regulatory Commission Authority: The provisions of this Agreement are subject to Company's Tariff, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the IUB and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company's Tariff, and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

12. Acknowledgement of Transportation Risks: Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

(a) the risk that Customer may incur penalties for unauthorized takes described in Section 12 of Company's Tariff Sheet No. 60G, balancing and scheduling charges pursuant to Section 7 of Company's Tariff Sheet No. 60D, and any charges Company incurs from the pipeline on behalf of Customer; and

(b) that Customer must stop using gas when notified by Company or by Customer's gas supplier of any interruption affecting Customer's gas supply or transportation service.

13. Entire Agreement: This Agreement and Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement effective the date first above written.

**Aquila, Inc., d/b/a  
Aquila Networks**

\_\_\_\_\_  
(print customer name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AQUILA, INC. d/b/a AQUILA NETWORKS  
LARGE VOLUME TRANSPORTATION  
SERVICE AGREEMENT  
(Iowa)**

This Agreement is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Aquila, Inc., d/b/a Aquila Networks (“Company”) and \_\_\_\_\_ (“Customer”), whose service address is \_\_\_\_\_.

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. Availability: Service under this Agreement is available to any large volume non-general service end-use customer who purchases gas supplies that can be transported on a firm or interruptible basis by Company. Service hereunder shall be offered on a non-discriminatory firm and/or interruptible basis contingent on adequate system capacity. Customers electing interruptible service must sign an affidavit confirming the customer has an alternate fuel capability or is willing to discontinue gas service during the period of curtailment. Large volume customers who convert to transportation service will be required to take assignment to pay for, at the option of the Company, firm interstate pipeline capacity and supplies designated by Company for a period of up to one year. Service will be provided on a firm basis only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company’s distribution system. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

2. Service Considerations: Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 61 through 61G and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company’s Gas Tariff on file with the Iowa Utilities Board (“IUB”), as the same may be amended, modified or superseded from time to time (the “Tariff”). All Large Volume transportation customers must have the Company install telemetry equipment at the customer’s expense. The Company will offer financing for periods up to 90 days interest free. The Company will offer financing with interest to a customer to pay for the installation of telemetry equipment for a period of more than 90 days but not more than 12 consecutive months on a non-regulated basis. The telemetry equipment and any other improvements made by the Company shall remain the property of the Company and will be maintained by the Company.

3. Charges: Customer shall be responsible for and shall pay to Company the following charges for the periods indicated or as otherwise applicable:

Applicable Sales Tariff: \_\_\_\_\_

Customer Charge: \$150 per month per facility for administrative costs relating to transportation, plus the basic monthly charge according to the applicable sales rate tariff for which Customer would otherwise qualify, subject to change as may be approved by the IUB from time to time. "Facility" shall include all meters serving buildings under common ownership behind the same town border station ("TBS").

Daily Firm Units: \_\_\_\_\_

Capacity Charge: If applicable, the amount is set forth in Customer's regular sales tariff schedule.

Commodity Charge: All volumes received by Customer hereunder shall be charged a rate equal to the tariff margin component of Company's rate then in effect under its sales rate schedule for such Customer. In addition, Customer must pay for all fixed gas costs assigned to Customer in the regular sales tariff rate. Fixed gas costs could include but are not limited to the following: Daily Firm Capacity Charges, and Annual Cost Adjustment Charges.

Additional costs will be assigned as they are authorized by the FERC or the IUB to be charged for transportation services, including but not limited to take-or-pay costs, TCR costs, and GRI costs. In addition, all volumes delivered from system gas supply shall be charged the rate set forth in the appropriate Company's sales tariff schedule.

Reconnect Charge: An end-use customer receiving transportation service without system supply reserve service must pay a \$5 reconnection charge when such customer requests to return to Company's system supply.

Optional Services: The following service, described in Company's Tariff Sheet 61B, is available at Customer's option:

\_\_\_\_\_ Aggregation Service

Customer has initialed which of the above listed optional services, if any, are desired by Customer and agrees to pay the charges associated therewith according to and as set forth in Company's Tariff. Customer shall, upon request of Company, execute such agreements as Company deems necessary or appropriate to effectuate the above services.

4. Term: This Agreement shall remain in effect for a primary term of \_\_\_\_\_ (\_\_\_) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party. Notwithstanding the provisions of this Section, Customers transporting gas for seasonal non-winter peaking purposes lasting less than six months shall be allowed to transfer to sales service at any time after providing one month written notice, and do not have to be on transportation service for any specific period of time.

5. Balancing: Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which

accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.

6. Pipeline Charges; Capacity Assignment: Any charges Company incurs from a pipeline on behalf of Customer will be passed through to Customer. Such charges may include but are not limited to any other charges referenced in Sections 5 and 8 of this Agreement.

7. Nominations: Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2<sup>nd</sup> through the 31<sup>st</sup> days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provision, including but not limited to, monthly cash out.

8. Penalty for Unauthorized Takes When Service is Interrupted or Curtailed: If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus the greater of either pipeline daily delivery variance charges or \$20 per Mcf for gas used in excess of the volumes of gas to which Customer is limited. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do so.

9. Billing and Payment: Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment. The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within twenty (20) days after rendering of the bill.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than twenty (20) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

10. Notices: Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the addresses provided below:

<b>Company:</b>	<b>Customer:</b>
Aquila, Inc. d/b/a Aquila Networks Attention: _____ _____	Company: _____  Attention: _____ Address: _____
Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____	Telephone: _____ Fax: _____
Gas Supply Services Division Attention: _____ 7101 Mercy Road Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____	

11. Regulatory Commission Authority: The provisions of this Agreement are subject to Company's Tariff, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the IUB and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company's Tariff, and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

12. Acknowledgment of Transportation Risks: Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

- (a) the risk that Customer may incur penalties for unauthorized takes described in Section 12 of Company's Tariff Sheet No. 61G, balancing and scheduling charges pursuant to Section 7 of Company's Tariff Sheet No. 61D, and any charges Company incurs from the pipeline on behalf of Customer; and
- (b) that Customer must stop using gas when notified by Company or by Customer's gas supplier of any interruption affecting Customer's gas supply or transportation service.

13. Entire Agreement: This Agreement and Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement effective the date first above written.

**Aquila, Inc., d/b/a  
Aquila Networks**

\_\_\_\_\_  
(Print customer name)

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

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

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

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

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

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

**AQUILA, INC. d/b/a AQUILA NETWORKS**  
**SYSTEM SUPPLY RESERVE SERVICE AGREEMENT**  
**(Iowa)**

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Aquila, Inc. d/b/a Aquila Networks (“Company”) and \_\_\_\_\_ (“Customer”), whose service address is \_\_\_\_\_.

WHEREAS, Customer desires to obtain firm backup sales service from Company and Company is willing to provide such service on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. Availability. Service under this rate schedule is available to any non-General Service end-use customer who purchases gas supplies that can be transported on a firm and/or interruptible basis by Company. Service hereunder shall be offered on a non-discriminatory firm and/or interruptible basis contingent upon adequate system capacity.

Service under this Agreement is available to customers who are currently transporting gas under Company’s Transportation Rate Schedule \_\_\_\_\_, which is a part of Company’s tariff on file with the Iowa Utilities Board (“Board”), as the same may be amended, modified or superseded from time to time (the “Tariff”).

2. Service Considerations. This Agreement in all respects shall be subject to the applicable provisions of the Company’s tariff, on file with the Iowa Utilities Board, or any effective superseding tariff schedules on file with the Board

3. Rate. In order to obtain a firm backup sales service, customer must purchase a sufficient number of daily firm capacity units to cover the desired level of firm sales service. The rate for System Supply Reserve Service will be the daily midpoint of the Gas Daily NNG Ventura Index, plus pipeline fuel, pipeline capacity and commodity charges, plus the monthly customer charge and daily firm capacity charge for the applicable class of sales service.

Customer’s minimum monthly bill will be the sum of the Customer Charge, Daily Firm Capacity Charge and Commodity Charge, subject to change in accordance with the Company’s Purchased Gas Adjustment Clause contained in the Tariff.

4. Term. The minimum term for this service is twelve months. The primary term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect until \_\_\_\_\_, \_\_\_\_\_ and thereafter until terminated by either party upon six (6) months written notice.

5. Penalty For Unauthorized Takes When Service is Interrupted. A customer who takes gas in excess of the contracted amount will be subject to balancing and scheduling penalties. If a customer’s transportation gas does not arrive on schedule, the customer will be shut off until the transportation gas does arrive, unless the customer has not taken more than its contracted amount of gas, pursuant to System Supply Reserve Service.

If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed the applicable charges in paragraph 3 above, plus either the applicable charge from the transporting or \$10.00 per Mcf so taken, whichever is greater. However, if Customer is served off Northern Natural Gas Company’s pipeline, and if Northern calls a Critical Day, Customer shall be

billed for all commodity volumes at the applicable rate in paragraph 3 plus the then current Critical Day daily delivery variance charge (“DDVC”) for each Mcf so taken when service is interrupted.

6. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within twenty (20) days after rendering of the bill

Late payment penalties are assessed on past due amounts in excess of \$10.00 and shall be the greater of \$1.00 and one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than twenty (20) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill.

If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

7. **Notices.** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the addresses provided below:

<b>Company:</b>	<b>Customer:</b>
Aquila, Inc. d/b/a Aquila Networks Attention: _____ _____ Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____  Gas Supply Services Division Attention: _____ 7101 Mercy Road Omaha, NE 68106 Telephone: (402) 926-_____ Fax: (402) 926-_____	Company: _____  Attention: _____ Address: _____  Telephone: _____ Fax: _____

8. **Commission Authority.** The provisions of this Agreement are subject to Company’s Tariff, all valid legislation with respect to the subject matter hereof, and to all present and future orders, rules, and regulations of the Board and any other regulatory authorities having jurisdiction over (i) the sale of natural gas contemplated hereunder or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company’s Tariff, and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

9. Entire Agreement. This Agreement and Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement effective the date first above written.

**Aquila, Inc. d/b/a  
Aquila Networks**

\_\_\_\_\_  
(print customer name)

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

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

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

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

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

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

**ADDENDUM TO  
GAS TRANSPORTATION AGREEMENT  
STATE OF IOWA  
ELECTION OF FIRM TRANSPORTATION**

This Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Aquila, Inc., d/b/a/ Aquila Networks (Company), and \_\_\_\_\_ (“Customer”).

WHEREAS, Company and Customer have entered into a Gas Transportation Agreement, State of Iowa dated \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”) and now desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and acknowledge their execution of that Agreement and desire and agree that the following terms shall become a part of the Agreement by this Addendum as if originally included in the Agreement.

1. Customer agrees to suspend its current Interruptible Gas Transportation Service and to convert to transportation service under the “Firm” Transportation Rate Schedule specified below for the term identified below. During this period, Company will transport Customer’s natural gas supplies on a “Firm” basis on the Aquila Networks distribution system in accordance with the tariff rules and regulations applicable to Aquila Networks Firm Transportation customers in the State of Iowa. Customers shall pay all applicable Firm Transportation rates, fees, and other charges associated with the Firm Transportation service provided to Customer. At the end of the term of this Addendum as specified below, Customer will revert to its original Interruptible Transportation Service and associated rates, terms, and conditions as set forth in the Agreement.

Customer’s Interruptible Transportation Rate Schedule: \_\_\_\_\_

Customer’s Applicable Firm Transportation Rate Schedule: \_\_\_\_\_

Units of Firm: \_\_\_\_\_

Term of Addendum: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

2. As amended by this Addendum, the Agreement is ratified and remains in full force and effect.

3. In the event of any inconsistencies between the terms and provisions of this Addendum, the terms and provisions of the Agreement, and the terms and provisions of the Aquila Networks Tariff on file with the Iowa Utilities Board, then the terms and provisions of Company’s Iowa Tariff shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by their signatures below.

**AQUILA, INC.,  
d/b/a Aquila Networks**

< **CUSTOMER NAME HERE** >  
Account #: \_\_\_\_\_

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

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

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

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

**ADDENDUM TO  
GAS TRANSPORTATION AGREEMENT  
STATE OF IOWA  
ELECTION OF WINTER PERIOD FIRM SERVICE TRANSPORTATION**

This Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Aquila, Inc. d/b/a Aquila Networks (“Company”), and \_\_\_\_\_ (“Customer”).

Company and Customer have entered into a Gas Transportation Agreement; State of Iowa dated \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”) and now desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and acknowledge their execution of that Agreement and desire and agree that the following terms shall become a part of the Agreement by this Addendum as if originally included in the Agreement.

1. Customer agrees to suspend its current Interruptible Gas Transportation service and to convert to transportation service under the “Firm” Transportation Rate Schedule specified below for the Winter Period (November-March) or Winter Periods identified below. During each Winter Period, Company will transport Customer’s natural gas supplies on a “Firm” basis on Company’ distribution system in accordance with the tariff rules and regulations applicable to Company’ Firm Transportation customers in the State of Iowa. Customers shall pay all applicable Firm Transportation rates, fees, and other charges associated with the Firm Transportation service provided to Customer. At the end of the Winter Period and at the end of the term of this Addendum as specified below, Customer will revert to its original Interruptible Transportation Service and associated rates, terms, and conditions as set forth in the Agreement.

Customer’s Interruptible Transportation Rate Schedule: \_\_\_\_\_

Customer’s Applicable Firm Transportation Rate Schedule during the term of this Addendum: \_\_\_\_\_

Units of Firm: \_\_\_\_\_

Term of Addendum: November 1, 20\_\_ through March 31, 20\_\_ [through 20\_\_ - *if more than one winter*]

4. As amended by this Addendum, the Agreement is ratified and remains in full force and effect.

5. In the event of any inconsistencies between the terms and provisions of this Addendum, the terms and provisions of the Agreement, and the terms and provisions of the Iowa Gas Tariff, the terms and provisions of the Iowa Gas Tariff shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by their signatures below.

**AQUILA, Inc.,  
d/b/a Aquila Networks**

< **CUSTOMER NAME HERE** >  
Account #: \_\_\_\_\_

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

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

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

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