

RATE 270

LONG-TERM CONTRACT SERVICE

AVAILABILITY

Availability of Gas Service under this Rate Schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's reasonable discretion. Gas Service hereunder shall also be subject to the prior approval by the Commission of the written contract between Company and Customer and subject to revocation, amendment or rescission by the Commission under applicable law.

APPLICABILITY

This Rate Schedule shall be applicable to any Commercial or Industrial Customer that agrees to receive Gas Service hereunder pursuant to a written contract with Company for one or more Premises. In order for customer to qualify for application of this Rate Schedule, Customer must establish by verified statement to Company, and Company must first determine in its reasonable discretion, that at one or more of Customer's Premises, the Gas Service to be provided under this Rate Schedule is required to enable Company to preserve or attract the load at such Premises. The aggregation of separate Premises for the purpose of receiving Gas Service under this Rate Schedule shall be limited to facilities owned by Customer or owned by a corporate affiliate of Customer.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Gas Service as specified in the written contract between Company and Customer. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service provided hereunder shall be referenced in the written contract between Company and Customer and the level of the Rates and Charges shall depend upon Company's assessment of the nature and extent of the competitive circumstances pertaining to the applicable Customer load, as well as any other reasonable factors affecting the appropriateness of that level, including, but not limited to, the quantity of Gas Service used or to be used, the time when such Gas Service is used or will be used, and the purpose for which such Gas Service is used or will be used. Except as otherwise provided in the written contract between Company and Customer, the Rates and Charges are subject to revision by the Commission as provided by law.

CONTRACT

Customer shall enter into a written contract with Company which specifies the terms and conditions of the Gas Service to be provided hereunder. The written contract shall include any terms and conditions reasonably required by Company, including, but not limited to, the following:

1. Customer must agree to a term for the written contract of at least five years; and
2. Customer must agree that during the term of the written contract it will not bypass Company's system via a direct or indirect interconnection with another supplier of gas service or displace or substantially reduce Company's provision of energy service to Customer through the use of an energy service other than natural gas.

Unless otherwise agreed between Company and Customer, Commission approval of the written contract between Company and Customer, as filed, is a condition precedent to the provision of Gas Service by Company to Customer hereunder.

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UNACCOUNTED FOR GAS PERCENTAGE

Except as otherwise provided in the written Contract between Company and Customer, Customer shall be subject to the Unaccounted For Gas Percentage set forth in Appendix F.

NOMINATION AND BALANCING PROVISIONS

Except as otherwise provided in the written Contract between Company and Customer, Customer shall be subject to the provisions set forth in Appendix E.

CURTAILMENT

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided in the written contract between Company and Customer and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

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COMMISSION APPROVAL REQUIREMENT

Prior to the initiation of Gas Service hereunder, the written contract between Company and Customer must be approved by the Commission. The Commission may approve written contracts between Company and Customers pursuant to the Commission's thirty (30) day filing process. A written contract pursuant to this Rate Schedule qualifies for approval by the Commission provided each of the following criteria is met:

1. Customer has entered into a written contract with Company which specifies the terms and conditions of the Gas Service to be provided.
2. The written contract between Company and Customer has been filed with the Commission for its approval.
3. The rates and charges for Gas Service provided under this Rate Schedule have been specified in the written contract.
4. Customer has agreed to a term for the written contract of at least five years.
5. Customer has agreed that during the term of the written contract it will not bypass Company's system via a direct or indirect interconnection with another supplier of gas service or displace or substantially reduce Company's provision of energy service to Customer through the use of an energy service other than natural gas.
6. At one or more of the Premises to be served pursuant to the written contract between Company and Customer, the service to be provided under this Rate Schedule is required to enable Company to preserve or attract the load.
7. The written contract between Company and Customer has been the result of "arm's length" negotiations.
8. The written contract between Company and Customer shall result in a direct benefit to Company's other customers.

TERMS AND CONDITIONS

Except as otherwise provided in the written contract between Company and Customer, Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.