

RATE 345

LARGE GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Annual Usage is greater than 50,000 Ccf and less than 500,000 Ccf, and whose Maximum Daily Usage is less than 10,000 Ccf, and to certain other Non-Residential Customers who were receiving service hereunder prior to March 1, 2005, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large Transportation Service) in Sheet No. 50, the Nomination and Balancing Provisions (Large Transportation Service) in Sheet No. 51, and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

\$166.00 per meter

Volumetric Charge:

\$0.13178 per Ccf for the first 15,000 of Billing Ccf, plus
\$0.11966 per Ccf for all Billing Ccf over 15,000 Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 48 - Infrastructure Development Rider

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Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Additional Charges:

Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:

The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year; a longer term may be required to the extent necessary, in the judgment of Company, to justify the construction and other incremental costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter. After the initial term, and subject to the limitation on cancellations during the Winter Season, either party may cancel such contract at any time providing six (6) months written notice prior to the first calendar day of the month the contract is to expire. Unless mutually agreed upon, or unless the termination of service by Company is permitted under this Tariff, state law, or Commission Regulations, in no case shall any service pursuant to the contract be terminated during the Winter Season.

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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CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give at least four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance Cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service shall be provided on an interruptible basis for a term not to exceed two (2) months, unless a longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other related costs incurred by Company.