

**TRANSPORTATION AFFIDAVIT**

\_\_\_\_\_, whose facilities are located at

(Customer)

\_\_\_\_\_, Account No. \_\_\_\_\_ desires to transport natural gas

through the facilities of Midwest Energy, Inc., ("Midwest") pursuant to its applicable tariffs. This transportation affidavit

is effective \_\_\_\_\_. We hereby authorize \_\_\_\_\_ to:

(Marketer)

- Forward to Midwest Energy, Inc. and required interstate pipelines our monthly nomination and any nomination revisions.
- Receive information concerning our use of natural gas and transportation requirements.
- Coordinate the aggregation of my natural gas usage with that of other Midwest Energy, Inc. customers also served by the same marketer for purposes of balancing.

**Monthly Billing Election:**

The customer elects the following monthly billing option (check only one):

\_\_\_\_\_ Receive one monthly statement from Midwest Energy, Inc., payable to Midwest, including the applicable charges of both Midwest for distribution services and the Marketer for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for both charges.)

\_\_\_\_\_ (Default Option) Receive two monthly statements, one from Midwest Energy, Inc., payable to Midwest for distribution services, and one from the Marketer, payable to the Marketer, for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for Midwest's charges only.)

**Split Billing Option:**

\_\_\_\_\_ Customer allows Midwest Energy to provide to third parties a duplicate invoice that states each party's percentage share of the total invoice. If account is not paid in full by due date, customer is responsible for any outstanding balance. Third party information is as follows (please provide additional third party information on separate sheet of paper):

Customer: \_\_\_\_\_

Third Party: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\*Percentage Share: \_\_\_\_\_

\*Percentage Share: \_\_\_\_\_

***\*Percentage shares must total 100%.***

Such authorization will continue until a subsequent Transportation Affidavit or written cancellation is provided to Midwest Energy, Inc. Both Customer and the Marketer agree to indemnify and hold harmless Midwest Energy, Inc. from any damages that may be sought as a result of any action arising out of the performance of any contract between the Customer and any past or present marketer.

**Customer:**

**Marketer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Return Affidavit to: Midwest Energy, Inc.  
Attn: Energy Management & Supply  
1330 Canterbury Dr., Hays, KS 67601  
Fax: 785-625-1487  
2/25/03