10.0 Insurance Requirements

10.1 General Liability

In connection with Interconnecting Customer’s performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

a. Five million dollars ($5,000,000) for each occurrence and in the aggregate if the gross nameplate rating of Interconnecting Customer’s facility is greater than one (1) MW.

b. Two million dollars ($2,000,000) for each occurrence and five million dollars ($5,000,000) in the aggregate if the gross nameplate rating of Interconnecting Customer’s facility is greater than one hundred (100) KW and less than or equal to one (1) MW;

c. One million dollars ($1,000,000) for each occurrence and in the aggregate if the gross nameplate rating of Interconnecting Customer’s facility is greater than ten (10) KW and less than or equal to one hundred (100) KW;

No insurance is required for facilities less than or equal to ten (10) KW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

10.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in Kansas having a Best Rating of “A-” or better. In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a
10.0 Insurance Requirements - cont.

presently existing insurance policy, the Interconnecting Customer shall only be required
to make good faith efforts to satisfy that requirement and will assume the responsibility
for notifying the Company as required above.

If the requirement of clause (a) in this paragraph 10.2 prevents Interconnecting
Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer’s written notice to Company, the requirements of clause (a) shall be waived.

10.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Company commencing work on system modifications, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a “claims-made” basis. The Company may at its discretion require the Interconnecting Customer to maintain tail coverage for three years on all policies written on a “claims-made” basis.

All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Midwest Energy, Inc.
Administrative Services Department
PO Box 898
Hays, Kansas 67601

Issued
Month
Day
Year
Effective
Month
Day
Year

By
Earnest A. Lehman
Signature of Officer

Title

04-GIME-060-61E
Approved

Kansas Corporation Commission
May 27, 2004
/S/ Susan K. Duffy