



Index #: 34
Schedule: AGS
Replacing Schedule: Initial
Territory: Company Wide

AGRICULTURAL GAS SALES SERVICE

Type of Service

Agricultural gas sales

Availability

At locations adjacent to (1) Company's distribution mains, (2) existing taps on interstate pipelines as allowed by the Pipeline Company or (3) Customer-owned distribution networks when allowed by the network owner.

Rate

Charges per month equal to the applicable charges set forth in currently effective Master Tariff, plus applicable adjustments and surcharges.

Applicable

To Customers for pumping water for farmland irrigation purposes or for grain drying purposes.

Terms and Conditions

All service furnished hereunder to be subject to Company's Terms and Conditions as approved by Midwest Energy, Inc. Board of Directors and as revised from time to time. Service under this schedule shall be subject to the Conditions of Service set forth in Annex 1, which is made part of this schedule.

Issued By: Pat Parker, Chief Executive Officer

Effective Date: October 1, 2016

Approved or Adopted by Midwest Energy, Inc. Board of Directors: September 19, 2016

AGRICULTURAL GAS SALES SERVICE

Annex 1 to Schedule AGS

CONDITIONS OF SERVICE

Wellhead

The following apply to AGS Service rendered directly from a natural gas well.

1. This service is available only to the owners of or tenants on land attributed to gas wells in Finney, Grant, Kearney, and Morton Counties who commenced service directly from the wellhead prior to February 29, 1968 for pumping water for farm land irrigation purposes from an irrigation well on and to irrigate acreage in the unit on which the gas well is located.
2. The delivery point for the gas shall be at a side gate installed on vendor's gas well. The gas furnished to Customer hereunder will not be delivered at pressures in excess of 20 pounds per square inch gauge. The gas shall be measured at said site by a meter of standard type maintained by the Company.
3. Title to the gas shall pass to Customer at the point of delivery and thereafter sole responsibility and liability in relation thereto shall rest upon Customer. Customer accepts said gas entirely at his own risk and agrees to and does hereby indemnify the Company against any and all claims, demands, suits, actions and causes of action for liability or liabilities arising beyond the delivery point for damage or injury to person or persons or property resulting from the handling or use of said gas or use of facilities employed in the connection therewith.
4. Customer may not re-sell the gas, nor use said gas off the acreage in the unit on which the serving well is located, nor for any purpose other than that specified herein.
5. It is understood that the gas supplied hereunder comes directly from the well and that the supply will be variable and may, at any time without notice, temporarily or permanently cease; that the gas may contain water and that it may contain gasoline or other substances which will accumulate in the line of the Customer thereby making the use of the gas dangerous.

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AGRICULTURAL GAS SALES SERVICE

Annex 1 to Schedule AGS - Continued

6. It is understood and agreed that the Company shall have no obligation to provide Customer with gas hereunder at any time from any well other than the existing serving well and in the event the production from said well is, in the Company's sole opinion, insufficient to permit the use of said gas by Customer as herein contemplated, or in the event the production therefrom ceases, the Company shall be under no obligation to continue to provide gas to Customer hereunder.
7. Customer agrees in the event of failure, diminution, or interruption in delivery of gas that Customer at its own expense will resort to other fuels for the period of such failure, diminution, or interruption.
8. It is understood and agreed that such gas for irrigation purposes is to be delivered only to the extent and in the manner approved by the Corporation Commission of the State of Kansas. The gas so delivered is included in and is a part of the current allowable granted to such well by such Commission.
9. Tampering, meddling, or interfering with the meter, well connection or other equipment at the well is extremely hazardous and if done by Customer will be sufficient cause for the Company to immediately terminate service without notice and in the event of such termination, all sums due shall immediately become payable.

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Index #: 37
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Index 37-39 Reserved for Future Use

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