## RATE SCHEDULE 2001 GAS TRANSPORTATION AGREEMENT

## GAS TRANSPORTATION AGREEMENT Contract Number: \_\_\_\_\_

WHEREAS, \_\_\_\_\_\_ (Customer) desires to establish a Gas Transportation Agreement whereby Gas may be transported by Oklahoma Natural Gas Company (hereinafter referred to as Company) on behalf of Customer if Company and Customer mutually agree to the terms and conditions of such transportation in one or more gas transportation orders; and

WHEREAS, Company desires to transport such Gas for Customer if such terms and conditions can be agreed to.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, Company and Customer hereby agree as follows:

#### ARTICLE I

#### **GENERAL PROVISIONS**

The provisions of this Gas Transportation Agreement, the General Terms and Conditions for Transportation (Tariff 2000), and the Gas Transportation Order (Exhibit A), attached hereto and by this reference included herein as if set forth in full, are intended to be incorporated into and become part of an agreement (the "Agreement") between Customer and Company. Further, if at any time Customer and Company enter into one or more Gas Transportation Order(s), such completed and effective Gas Transportation Orders (whether one or more) shall also be incorporated into and become a part of the Agreement, and shall be numbered sequentially.

Should Company and Customer from time to time come to an understanding regarding the particulars for the transportation of Gas, then Company shall communicate that understanding to Customer by sending a completed Gas Transportation Order (a form which is attached hereto as Exhibit A) to Customer. If the Gas Transportation Order is contrary to Customer's understanding regarding such transportation, Customer shall notify Company by facsimile or electronic mail before the close of the Business Day following receipt of Company's notice, of the terms which are contrary to Customer's understanding. If the terms and conditions as so modified by Customer are acceptable to Company, Company will revise the Gas Transportation Order and send it to Customer by facsimile or electronic mail before the close of the Business Day following receipt of Customer's notice. Upon acceptance of the Gas Transportation Order by Customer or if Customer fails to respond to the Gas Transportation Order before the close of the Business Day following receipt of the revised order, then the Gas Transportation Order shall be effective as to both parties.

Rates Authorized By The Oklahoma Corporation			
Commission:			
Effective	Order No.	Cause/Docket No.	
July 8, 2020	712938	PUD 202000022	
January 8, 2019	689337	PUD 201800028	
August 9, 2017	666781	PUD 201700079	
August 1, 2013	614409	PUD 201300032	
September 22, 2010	578795	PUD 201000048	
December 18, 2009	572180	PUD 200900110	

APPROVED July 16, 2020 DIRECTOR of PUBLIC UTILITY DIVISION

#### ARTICLE II

### **TRANSPORTATION**

Company hereby agrees to transport Gas on behalf of Customer. Company shall have no obligation to deliver such Gas unless such Gas is being simultaneously received by Company at the Points of Receipt. Subject to the General Terms and Conditions for Transportation (Tariff 2000), Customer shall deliver its Gas to Company only at the Points of Receipt described in the applicable Gas Transportation Order. To the extent that Gas is not physically being transported for or on behalf of Customer, Customer shall have no right, title or interest in Company's pipeline system, its capacity or any rights therein.

As payment for transportation of Gas hereunder, Customer shall pay the Company an amount equal to the charges set forth in the Gas Transportation Order(s), attached as Exhibit A, and the fees and charges described in the General Terms and Conditions for Transportation (Tariff 2000) and by this reference included herein. The parties recognize and agree that there may be multiple Gas Transportation Orders in existence at any one time. The Monthly Service Charge and Monthly MDQ Fee paid under the Gas Transportation Order shall be nonrefundable even if the Customer fails to utilize such transportation capacity under such Gas Transportation Order. Customer shall also deliver to Company and Company shall retain an amount of Gas equal to the Fuel Reimbursement percentage, as determined annually by Commission Order and published under Tariff 1191, times the Dekatherms (Dths) of Gas Company delivers to Customer at the Point(s) of Delivery.

The Agreement, including any Gas Transportation Orders, is subject to additional termination rights as set forth in the General Terms and Conditions for Transportation (Tariff 2000). Upon expiration or termination of the Gas Transportation Agreement and all Gas Transportation Orders all obligations of the parties hereto shall terminate, except as to the balancing of receipts and withdrawals of Gas hereunder and the payment of any amounts due.

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Commission:			
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APPROVED July 16, 2020 DIRECTOR of PUBLIC UTILITY DIVISION Any notice, request, statement, correspondence, or payment provided for in this Agreement shall be given in writing, delivered in person, by private carrier, by electronic mail, or by United States mail, to the parties hereto at the addresses shown below or at such other addresses as may be hereafter furnished by one party to the other in writing:

COMPANY:	Customer:
Oklahoma Natural Gas Company	
Attention: Key Accounts P.O. Box 401 Oklahoma City, OK 73101-0401 Email: ongbusinessdevelopment@onegas.com	

For purposes of telephone notification for operating purposes, Customer's and Company's authorized personnel are as

follows:

COMPANY PERSON		TELEPHONE
Gas Control Key Accounts		
<u>CUSTOMER PERSON</u>	POSITION	<b>TELEPHONE</b>

The words and phrases contained herein shall have the same meanings as set forth in the General Terms and

Conditions for Transportation.

### CUSTOMER

By\_

"Customer"

Date\_\_\_\_\_

OKLAHOMA NATURAL GAS COMPANY

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"Company"

Date

Rates Authorized By	The Oklahoma	a Corporation
Commission:		-
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July 8, 2020	712938	PUD 202000022
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# EXHIBIT A-TO GAS TRANSPORTATION AGREEMENT BETWEEN OKLAHOMA NATURAL GAS COMPANY

## and

## **GAS TRANSPORTATION ORDER**

Oklahoma Natural Gas Cor	npany (Company) and	(Customer) executed this
		that Gas Transportation Agreement effective
,	, between Company and Customer	. The following terms of this agreement may
change pursuant to the tariff unless r	oted to the contrary under "Other Condi	tions" and are specified as follows:
Transportation Period:	, through	,
(Check one of the following options:	)	
		nth to month and shall terminate at 9:00 a.m., h above, without the need for any notice by or
[] The parties agree that at the end of the unless terminated upon days' with the second seco		ransportation Order shall roll month to month
Maximum Daily Quantity (MDQ):	Dekatherm (Dry). Note: Dth designates Dekatherms dry.	
Fuel Reimbursement	%	
Monthly Service Charge:	<u>\$</u> for each and every Month	specified in the Transportation Period.
Monthly MDQ Fee:	This fee is determined by multiplying t and every Month specified in the Transp initially be \$per Month	he then-current MDQ by \$ for each portation Period. The Monthly MDQ Fee shall
Monthly Delivery Fee:	\$ per Dth delivered for each a in the Transportation Period	and every Month specified
Points of Receipt:		

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Rates Authorized By	The Oklahom	a Corporation	
Commission:		-	
Effective	Order No.	Cause/Docket No.	
July 8, 2020	712938	PUD 202000022	
January 8, 2019	689337	PUD 201800028	
August 9, 2017	666781	PUD 201700079	APPROVED
August 1, 2013	614409	PUD 201300032	July 16, 2020
September 22, 2010	578795	PUD 201000048	DIRECTOR
December 18, 2009	572180	PUD 200900110	of
			PUBLIC UTILITY DIVISIO

Points of Delivery:	
Station Number:	
Service Address:	
CUSTOMER:	
By	Date
COMPANY:	
OKLAHOMA NATURAL GAS COMPANY:	
By	Date

Rates Authorized By	The Oklahom	a Corporation	
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Effective	Order No.	Cause/Docket No.	
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			PUBLIC UTILITY DIVIS