(Published in the Topeka Metro News July 28, 2004)

ORDINANCE NO. 18295

AN ORDINANCE introduced by Mayor James A. McClinton, granting to Kansas Gas Service, a division of ONEOK, Inc., its successors and assigns, a natural gas franchise in the City of Topeka, Kansas, prescribing the terms thereof and relating thereto, and repealing portions of Ordinance No. 15667.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor — shall mean the City of Topeka, Kansas.

Company as the Grantee — shall mean Kansas Gas Service, a division of ONEOK, Inc.

Distributed or Distribution — shall mean all sales, distribution, or transportation to any consumer for use within the City by the Company or by others through the Facilities of the Company in the Right-of-Way.

Facilities — shall mean natural gas mains, pipes, boxes, reducing and regulating stations, laterals, conduits, and service extension, together with all necessary appurtenances thereto.

Gross receipts — shall mean any and all compensation and other consideration derived directly or indirectly by the Company from any Distribution of natural gas to a consumer for any use, including domestic, commercial and industrial purposes, and including without limitation interruptible sales and single sales; and shall include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by
the Company or others including without limitation, charges as provided in tariffs filed
and approved, and shall also include all fees or rentals received by the Company for the
lease or use of pipeline capacity within the corporate limits of the City; but such term
shall not include revenue from certain miscellaneous charges and accounts, including
but not limited to delayed or late payment charges, connection and disconnection fees,
reconnection fees, customer project contributions, returned check charges, and
temporary service charges.

MCF – shall mean a measurement of natural gas equal to one thousand (1,000) cubic feet. It is assumed for purposes of this Ordinance that one MCF equals one million (1,000,000) British Thermal Units.

Public Improvement – shall mean any existing or contemplated public facility,
building, or capital improvement project, financed by the City, including without
limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement,
and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by
the City or any governmental entity for construction, reconstruction, maintenance, or
repair of public facilities or improvements, or any other purposes of a public nature paid
for with public funds.

Public Project for Private Development – shall mean a Public Project, or that
portion thereof, arising solely from a request or requirement of a third (3rd) party
primarily for the benefit and use of a third (3rd) party.
Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys.

Settlement Prices – shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the fifteenth (15th) day of each month as published daily in the Wall Street Journal (WSJ) on the following business day (or the next day in which a Settlement Price is published).

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Transport Gas – shall mean all natural gas transported by the Company or by others, but not sold by the Company, to any consumer or user within the City through the Facilities of the Company in the Right-of-Way.

Volumetric Rate – shall mean that sum measured in cents per MCF as determined by the City by ordinance or such amount as may be hereafter adjusted according to the provisions of this section. The Volumetric Rate calculation form incorporated herein as Attachment A shall be used for the recalculation of the Volumetric Rate. The recalculation shall be effective each January 1 and shall be based on Settlement Prices for the twelve (12) month period beginning in July of the second (2nd) preceding year and ending in June of the preceding year. For the fifteenth (15th) day of each month during said twelve (12) month period, the Settlement Prices for
the next twelve (12) months will be summed and divided by twelve (12) to determine an
average Settlement Price. The average Settlement Prices for each of the twelve (12)
months shall then be summed and divided by twelve (12) and multiplied by the
Volumetric Rate as defined in Ordinance No. 18296 to be effective on the dates
specified in said Ordinance and to be adjusted as specified in Section 5 of said
Ordinance. The Volumetric Rate shall be calculated for the City in accordance with the
procedures set out herein and filed with the City Clerk by July 31 of each year.

Section 2. Grant.

a. There is hereby granted to Company, the non-exclusive right, privilege,
and franchise to construct, maintain, extend, and operate its Facilities in, through, and
along the Right-of-Way of the City for the purpose of supplying natural gas to the City
and the inhabitants thereof for the full term of this Franchise; subject, however, to the
terms and conditions herein set forth. Nothing in this grant shall be construed to
franchise or authorize the use of the Company’s Facilities or the Right-of-Way by the
Company or others, for any purpose other than the provision of natural gas. The
Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to
occupy the Rights-of-Way under this Franchise; provided, that nothing in this section
shall prevent Company from allowing the use of its Facilities by others when such use is
compensated to the City under the provisions of this Franchise.

b. Company shall not enter into or continue any arrangement by which
natural gas owned by any other than Company shall be transported, distributed, or sold
through any portion of Company’s Facilities in the Right-of-Way for delivery to any
person within the City unless the City is compensated for such use by the Company,
transporter, consumer, or some other party in accordance with the provisions of
Ordinance No. 18296 and any amendments thereto.

c. By this Franchise, the Company is granted the authority to collect on
behalf of the City the compensation to be made to the City by other parties using the
Company’s Facilities for Distribution of Transport Gas. The Company agrees to collect
such sums for the City and to submit such payments in the manner provided in Section
4. Nothing in this section allowing the transportation of gas owned by others shall
relieve the Company from the responsibility of complying with the franchise
requirements to maintain its Facilities in the Right-of-Way.

Section 3. Term.

a. The term of this Franchise shall be twenty (20) years from the effective
date of this Ordinance.

b. Upon written request of either the City or the Company, the franchise may
be reviewed after five (5) years from the effective date of this Ordinance and either the
City or the Company may propose amendments to any provision of this Franchise by
giving sixty (60) days written notice to the other of the amendment(s) desired. The City
and the Company shall negotiate in good faith in an effort to agree upon mutually
satisfactory amendment(s).

c. Upon written request of either the City or the Company, the franchise shall
be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which
materially affects any rights or obligations of either the City or the Company,
including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the natural gas industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. The compensation provision of this Franchise shall be reopened and renegotiated if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy which use the Right-of-Way and/or easements granted on publicly owned property and do not pay a franchise fee or other payment substantially equivalent to this Franchise, which results in a material and unfair disadvantage to the Company. The use of the Right-of-Way provision of this Franchise shall be reopened and renegotiated if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy which use the Right-of-Way and do not have requirements on the use of the Right-of-Way substantially equivalent to the requirements of this Franchise, which results in a material and unfair disadvantage to the Company. Upon any such event, the City shall have up to one hundred twenty (120) days after receiving written request from the Company in which to restore competitive neutrality, provided that any adjustment in compensation resulting
from renegotiations under this Subsection (d) shall be effective no later than one
hundred twenty (120) days after such notice.

e. Failure of the City and Company to successfully renegotiate the materially
affected provisions of the franchise under subsection (c) or (d) shall give rise to dispute
resolution as follows: At the expiration of one hundred twenty (120) days from the date
of the written request (or sooner if requested by both the City and the Company) the
City or the Company may then file suit either in the District Court of Shawnee County,
Kansas, or in some other court of competent jurisdiction, and pursue all remedies
available at law or in equity.

f. Amendments under this section, if any, shall be made by ordinance as
prescribed by statute. The franchise shall remain in effect according to its terms
pending completion of any review or renegotiation pursuant to subsections (b), (c), (d),
or (e).

Section 4. Compensation to the City.

In consideration of and as compensation for the franchise hereby granted to the
Company by the City, the Company shall make an accounting to the City of all natural
gas that has been Distributed on a monthly basis. The Company shall pay the City:

a. A sum equal to five percent (5%) of the Gross Receipts received from the
Distribution of natural gas; and

b. A sum equal to the Volumetric Rate multiplied by the number of MCF of
Transport Gas.

The sums in (a) and (b) above shall be adjusted for uncollectible receivables and
for uncollectible receivables which are later collected.
Payments under (a) above shall be effective on the first cycle of the monthly billing cycle which begins no later than sixty (60) days after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 15667. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply. Payments under (b) above shall be effective on the first cycle of the monthly billing cycle which begins no later than sixty (60) days after final passage and approval by the City and acceptance by the Company of this Ordinance and final passage and approval of Ordinance No. 18296.

In the event the accounting rendered to the City by the Company is found to be incorrect, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records, and documents and all of its contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting, or for any other lawful purpose. Notwithstanding the obligation herein, the Company shall have the right to request the reasonable protection of proprietary information of the Company so long as such request does not unreasonably frustrate the purposes of this subsection. The Company shall have no obligations, however, to make payment for
Transport Gas for which the Company has not been paid. The Company shall provide notice to the City of such delinquent accounts within ninety (90) days of their required payment date, however the Company shall not be responsible for the cost or liability for the collection of franchise fees and/or late payment charges on such delinquent accounts.

For each and every month, or any part thereof, that the compensation provided for by this Franchise remains unpaid after the same becomes due and payable to the City, except as provided for Transport Gas above, there shall be added to such payment, as a late charge, a sum equivalent to the statutory rate of interest on the unpaid amount. Such late charge shall be applicable to sums that are delinquent as well as any sums due the City as a result of an audit of the Company's records.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the natural gas business, will be imposed on the Company and are not covered by the payments herein. From and after the date hereof, however, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in any unpaved street, alley, or other public place shall be deemed a part of the compensation paid in Section 4 and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice or application for and
securing any required permits for excavation or other work in the City's streets, alleys, or Rights-of-Way.

Section 6. Use of Right-of-Way.

The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-Way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City and, further provided, other than the items enumerated in Section 5 herein, that such laws, rules, regulations, policies, resolutions, or ordinances shall not require the payment of additional fees or additional costs for the use of the Right-of-Way. In any event, the Company is granted an offset for such fees and costs against the franchise fees required to be paid hereunder. Further, the Company shall comply with the following:

a. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall
coordinate the installation of its Facilities in the Right-of-Way in a manner which
minimizes adverse impact on Public Improvements, as reasonably determined by the
City. Where installation is not otherwise regulated, the Facilities shall be placed with
adequate clearance from such Public Improvements so as not to conflict with such
Public Improvement.

b. All earth, materials, sidewalks, paving, crossings, utilities, Public
Improvements, or improvements of any kind located within the Right-of-Way damaged
or removed by the Company in its activities under this Franchise shall be fully repaired
or replaced promptly by the Company without cost to the City, however, when such
activity is a joint project of utilities or franchise holders, the expenses thereof shall be
prorated among the participants, and to the reasonable satisfaction of the City in
accordance with the ordinance and regulations of the City pertaining thereto.

c. The Company shall comply with all laws, rules, regulations, policies,
resolutions, or ordinances now or hereinafter adopted or promulgated by the City
relating to any construction, reconstruction, repair, or relocation of Facilities which would
require any street closure which reduces traffic flow except in the event of an
emergency, as reasonably determined by the City. In addition, all work performed in the
traveled way or which in any way impacts vehicular or pedestrian traffic shall be
properly signed, barricaded, and otherwise protected.

d. The Company shall cooperate promptly and fully with the City and take all
reasonable measures necessary to provide accurate and complete information
regarding the location of its Facilities located within the Right-of-Way when requested
by the City or its authorized agents for Public Project. Such location, if any, and
identification shall be promptly communicated to the City in writing or shall be identified through physical markings of the location without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

e. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way, City’s easements, platted utility easements which contain City utilities or facilities, or other City property or facilities if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such; provided, that if the Company demonstrates to the satisfaction of the City that the facility was originally established in a private easement that thereafter became part of the Right-of-Way for which no compensation was paid to the Company by the City, the removal, relocation, or adjustment shall be without expense to the Company unless such private easement had been acquired by the City from the Company. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken
information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations, or adjustment is the result of inaccurate or mistaken information of the City and/or its contractor(s), the City or its agent shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way, the City's easements, platted utility easements which contain City utilities or facilities, or other City property or facilities at the Company's sole cost once each seven (7) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's facilities located in the Right-of-Way or the City's easements if required before the expiration of seven (7) years from the date of the last relocation, removal, or adjustment of that particular facility.

The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of such expense by the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner.

The City shall continue to provide a location in the Right-of-Way for the Company's existing Facilities as part of a Public Project.
f. It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City and its authorized contractors except to the extent the City or its authorized contractors are responsible for the harm or damage by their negligence or intentional conduct. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, repair costs, penalties or other expenses arising out of the failure of the Company to perform any of its obligations under this Ordinance, except to the extent another party is responsible for the harm or damage by its negligence or intentionally caused harm, provided, that if the responsibility of the City and its agents, representatives, and authorized contractors does not arise as a contractual obligation, the Company shall have the right at its option to step in and defend such claim in its own right. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company’s Facilities. The Company shall have the right to collect for damages to its Facilities resulting from negligence or intentional misconduct by the City and its duly authorized agents, representatives and its contractors.

g. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal and state laws and regulations, including but not limited to the most recent standards of the Kansas
Corporation Commission and Department of Transportation, and further, to the extent they are not inconsistent with federal or state laws, City of Topeka standard technical specifications as may be amended from time to time, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company’s occupancy of the Right-of-Way, except to the extent that such were caused by the negligence or intentional conduct of the City, its duly authorized officers, employees, agents, or authorized contractors. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend, at its own costs, any such case; provided, that the Company shall have no duty to defend any such action to the extent that such action has resulted from the negligence or intentional misconduct of the City, its duly authorized officers, employees, agents, or authorized contractors.
Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9. Termination and Forfeiture of Franchise.

In case of failure on the part of the Company, its successors, and assigns to comply with any of the provisions of this Ordinance, of if the Company, its successors, and assigns should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, the Company, its successors, and assigns shall forfeit all rights and privileges granted by this Ordinance and all rights hereunder shall cease, terminate and become and null and void, provided that said forfeiture shall not take effect until the City serves a written notice, by certified registered mail, upon the manager of the Company, at its principal office in the City, setting forth in detail in such notice, the neglect or failure complained of, and the Company shall have ninety (90) days thereafter in which to comply with the conditions of this Franchise. If at the end of such ninety (90) day period the City deems that the conditions of this Franchise have not been complied with by the Company and that this Franchise is subject to cancellation by reason thereof, the City, in order to terminate this Franchise, shall send notice of termination of the franchise by certified registered mail, to be effective sixty (60) days after the date of such notice. The letter shall set out the grounds upon which the franchise is to be cancelled or terminated. If within sixty (60) days after the letter has been sent the Company shall not have instituted an action, either in the District Court of Shawnee County, Kansas, or in some other court of competent jurisdiction to determine whether or not the Company has violated the terms of this Franchise and that
this Franchise is subject to cancellation by reason thereof, this Franchise shall be
canceled and terminated at the end of such sixty (60) day period. If within such sixty
(60) day period after the letter has been sent, the Company does institute an action, as
above provided, to determine whether or not Company has violated the terms of this
Franchise and that this Franchise is subject to cancellation by reason thereof, and
prosecutes such action to final judgment with due diligence, then, in such event, if the
court finds that this Franchise is subject to cancellation by reason of the violation of its
terms, this Franchise shall terminate thirty (30) days after such final judgment is
rendered or an appeal therefrom becomes final. The failure of the Company to comply
with any of the provisions of this Ordinance or the doing or causing to be done by the
Company of anything prohibited by or in violation of the terms of this Ordinance shall
not be a ground for the forfeiture thereof when such act or omission on the part of the
Company is due to any cause or delay beyond the control of the Company, its
successors and assigns, or bona fide legal proceedings.

Section 10. Rights and Duties of Company Upon Expiration of Franchise.

Upon expiration of this Franchise, whether by lapse of time, by agreement
between the Company and the City, or by forfeiture thereof, the Company shall have the
right to remove any and all of its mains and pipes, laterals, appurtenances, and
equipment used in its business within a reasonable time after such expiration, but in
such event, it shall be the duty of the Company, immediately upon and during such
removal to restore the streets, avenues, alleys, parks, and other public ways and
grounds from which said pipes, laterals, and other equipment have been removed, to
the equivalent condition as the same were before said removal was effected.
Section 11. Acceptance of Terms by Company.

In the event that within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance, duly acknowledged before an officer authorized by law to administer oaths, this Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 12. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other causes beyond Company's control.

Section 13. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 14. Effective Date of Ordinance.

This Ordinance shall take effect and be in force from and after its passage, and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 15. Repeal of Conflicting Ordinances.

Ordinance No. 15667, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms and all other ordinances and resolutions or parts thereof.
inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed
as of the first cycle of the monthly billing cycle pursuant to Section 4 of this Ordinance,
and set aside but only to the extent that Ordinance No. 15667 and all other applicable
ordinances and resolutions relate to the distribution of natural gas. Ordinance No.
15667 shall remain in full force and effect for those provisions therein which relate to the
transmission, distribution and sale of electricity.

PASSED and APPROVED by the City Council JUL 20 2004

James A. McClinton, Mayor

ATTEST:

Iris E. Walker, City Clerk

APPROVED AS TO FORM AND LEGALITY
DATE 7/26/04 BY B BC
TO BE CODIFIED X
NOT TO BE CODIFIED

VYORD/KGSFRANCHISE
07/2304 19
Based on the NYMEX settlement prices for the delivery month, published the following business day.

**Volume Price Calculation for the Transportation of Natural Gas in Pipes Located in the City of**

**ATTACHMENT A**
Note: If the 15th of the month falls on a weekend or holiday, then use the next business day settlement price.

Based on the NYMEX settlement price for the dates shown, published in the Wall Street Journal.

Volume Rate Calculation Form
ACCEPTANCE OF FRANCHISE ORDINANCE

To the Governing Body of the City of Topeka, Shawnee County, Kansas:

Kansas Gas Service, a division of ONEOK, Inc., for itself, its successors and assigns, hereby accepts in writing the Ordinance and all rights and privileges therein granted, passed by the Governing Body of the City of Topeka, Kansas, on the 20th day of July 2004, designated as Ordinance No. 18295, and entitled:

AN ORDINANCE introduced by Mayor James A. McClinton, granting to Kansas Gas Service, a division of ONEOK, Inc., its successors and assigns, a natural gas franchise in the City of Topeka, Kansas, prescribing the terms thereof and relating thereto, and repealing portions of Ordinance No. 15667.

This acceptance is executed and filed as provided in Section 11 of said Franchise Ordinance No. 18295 and said Company hereby agrees to all terms and conditions of said Ordinance.

Dated at Overland Park, Kansas, this 11th day of August, 2004.

KANSAS GAS SERVICE,
A DIVISION OF ONEOK, INC.

By:

William G. Eliason
Vice President, Administration

Attest:

John P. DeCoursey, Assistant Secretary

State of Kansas
County of Shawnee
City of Topeka

I, Iris E. Walker, City Clerk of the City of Topeka, Kansas, do hereby certify that the foregoing is a true and correct copy of acceptance of Ordinance No. 18295, of the City of Topeka as therein described, the original of which acceptance was filed in the office of the Clerk of said City on the 13th day of August, 2004, and is now recorded among the original records thereof, and that I am the keeper of the same.

Witness my hand and the official seal of said City, this 13th day of August, 2004.

Iris E. Walker
City Clerk