

CREDIT INFORMATION REQUEST

Pursuant to the State Corporation Commission of the State of Kansas and the Company's Rules and Regulations filed therewith, you are required to furnish the credit information requested below, before service is made available or at any time thereafter upon five (5) days of written notice.

PLEASE PRINT

Commercial

Company Name		Tax ID Number/Social Security Number			
Mailing Address		Telephone - By signing this form and disclosing your telephone number, you are agreeing that we can call you on given number using an automatic telephone dialer and can leave a prerecorded message on that number. If number changes, it is responsibility of customer to notify company.			
City, State, Zip Code					
Authorized Contact Person		Telephone Number to Reach Contact Person By signing this form and disclosing your telephone number, you are agreeing that we can call you on given number us- ing an automatic telephone dialer and can leave a prere- corded message on that number. If number changes, it is responsibility of customer to notify company.			
Applicant-Customer Signature	Date	Joint Applicant-Customer Signature Date			
	Red Fla	ag Security			
waiving my personal identification n count, I will not hold Southern Pion ing such information to a third party	the waiver option, youmber and/or securieer Electric Compan	ou are agreeing to the following: I hereby acknowledge that by ity questions as means of securing information about my achy liable for any consequential damage for inadvertently releas-			
Signature		Date			
Corporate Capacity	ACKNOV	WLEDGEMENT			
STATE OF) ss.					
COUNTY OF)					
On this day of as of _	, 20, befo	ore me personally appeared, to me known and verified to be the person who d that he/she executed the same as his/her free act and deed.			
executed the foregoing document,	and acknowledged	I that he/she executed the same as his/her free act and deed.			
	Notary	Dublia			
	Notary	r uunc			
My commission expires:					

AGREEMENT FOR ELECTRIC SERVICE WITH

SOUTHERN PIONEER ELECTRIC COMPANY

PO Box 1177 1490 General Welch Blvd Liberal, KS 67905 PO Box 347 3997 NE Well Rd Medicine Lodge, KS 67104

The undersigned (hereinafter "Customer") hereby makes application to the Southern Pioneer Electric Company, (hereinafter "Company") for electric service upon this terms and conditions:

- 1. PAYMENT The Customer will, when electric energy becomes available, purchase from the Company all electric energy used on the premises and will pay therefore monthly at rates and terms which are filed with and approved by the Kansas Corporation Commission.
- 2. WIRING The Customer will cause the premise(s) to be wired in conformance with the National Electrical Safety Code and all applicable City and County specifications.
- 3. ADDITIONAL PROVISIONS The Customer of the Company will comply with and be bound by, as though fully set out herein, the Rules and Regulations and Rate Schedules as may, from time to time, be adopted by the Company and filed with the Kansas Corporation Commission.
- 4. DELIVERY OF SERVICE The customer will provide a point of attachment for the service wire on a structure (such as a building or pole) which shall constitute the point of delivery to the Customer. Everything beyond the point of attachment is considered customerowned except for the meter.
- 5. PERSONAL LIABILITY The Customer assumes no personal liability or responsibility for any debts or liabilities of the Company, and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities.
- 6. SECURITY DEPOSIT The Company may require the Customer to provide credit information prior to rendering electric service. The Company may also require at any time, upon proper notice, a cash security deposit in accordance with the Company's Rules and Regulations. Such deposit will bear interest and be refunded in accordance with those Rules and Regulations.
- 7. ACCESS The Company will have the right of access to the Customer's premises for the purpose of installing, reading, inspecting, repairing any meters, or for any purpose incidental to the electric service supplied by the Company.
- 8. TERM The acceptance of this application by the Company shall constitute a binding agreement between the Customer and the Company and the contract for electric service shall continue in force from the date service is made available hereunder to the Customer, and thereafter until canceled by notice given by the Customer to the Company, or by disconnection of the Customer's service by the Company.
- 9. CONTRACT PERIOD Not less than one (1) year for single phase service in excess of nine (9) kW demand and for all three phase service.
- 10. RECONNECTION CHARGE In the event a customer orders a disconnection and reconnection of service at the same premises within a period of twelve (12) months, the Company may collect as a reconnection charge the sum of such minimum bills as would have accrued during the period of disconnection.
- 11. DEFAULT and COLLECTION COSTS Overdue balances will result in disconnection of electric service. Upon disconnection of service and non-payment of any balance as billed, Southern Pioneer Electric Company may take legal action, including the initiation of a suit for collection, against Customer, and that such action may include a claim for collection expenses, including reasonable attorney fees and all costs.
- 12. OUTSTANDING BALANCE Any outstanding balance left on this agreement at the time of disconnection, up to five (5) years old, must be paid in full before service will be granted at any location in our service territory.

Southern Pioneer Electric Company.					
Ву	Title	Initials	Initials		

Southern Pioneer Electric Company

Account Tax Setup

Instructions: Please fill out this form in its entirety to ensure accurate billing and return to Southern Pioneer Electric Company. If you should have any questions regarding this form, please contact the Billing Department at (620)356-1211, extension 280.

Date



P.O. Box 430 Ulysses, KS 67880 Phone: 620-356-1211 Fax: 620-356-1858

		Phone: 620-356-1211 Fax: 620-356-1858	
Name Account Will Be Bil	led To:	www.southernpioneer.net	
Physical Address/Descript Location of Service:	tion		
Account Description: (Ex: Irrigation well, home, grain	bin, etc.)		
Account Cate	gory (Check One) *ST-28B Exemption Form Required		
Residential	(Ex: Home, Residential Water Well, Residential Garage, Church Parsonage,	Church Rectory, Church Parish)	
	(Ex: Stockwell, Arena, Corrals, Fence Charger, Feedlot, Grain Storage Facilit	y, Farm Shop)	
O Consumed in Production*	(Ex: Sprinkler, Tail-Water Pit, Irrigation Well, Commercial, Restaurant)		
○ Government*	(Ex: U.S. Government, State of Kansas and Kansas Political Subdivisions, Co	ounties, Cities)	
○ Hospital*	(Ex: Nonprofit Hospital, Hospital-Owned and Operated Clinic)		
Commerce* (Ex: Push Oil or Gas Through an Interstate Pipeline, if Pipeline is Registered with FERC)			
Oil & Gas*	(Ex: Pumps that Remove Oil or Gas from the Ground)		
○ Religious*	(Ex: Church Buildings)		
	Note: Parsonages, Rectories, and Parishes are considered Residential, there	efore, they are not Exempt.	
○ Resale*	(Ex: City Utility Company)		
○ School*	(Ex: Nonprofit, Public or Private, Elementary or Secondary Schools; Nonpro	ofit College)	
	Note: For-Profit Schools and Home Schools do not Qualify for Exemption.		
Is Account Tax Exe	amnt?		
Yes () No		
Tax exemption is subject Until such time as a complex Southern Pioneer Electric	t to approval by the Kansas Department of Revenue. Deleted exemption form is received by Southern Pioneer Electric, thi will set the account as exempt upon receipt of a completed exen Deartment of Revenue, all applicable taxes will be applied to the account	nption form. In the event the exemption is	
and understand it is my re	responsibility to provide the correct information to Southern Pioned esponsibility to submit the completed exemption form to Southern F table. When there is a change in the exempt percentage, it is my thern Pioneer Electric.	Pioneer Electric. I acknowledge receipt of an	
Customer Signature			

Agreement for Electric Service and with **Southern Pioneer Electric Company**



Ulysses, KS 67880

The undersigned (hereinafter "Customer") hereby makes application to the Southern Pioneer Electric Company, (hereinafter "Company") for electric service upon this terms and conditions:

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- 12. OUTSTANDING BALANCE Any outstanding balance left on this agreement at the time of disconnection, up to five (5) years old, must be paid in full before service will be granted at any location in our service territory.
- *SUCCESSION This Agreement may be assigned by the Customer only with the consent of the Company but shall be binding upon and come into effect to the benefit of the successors, legal representatives, heirs, devisees and assigns of the respective parties hereto.
- *WAIVER No representative, agent, or employee of the Company shall have the power to amend, modify, alter, or waive any of the provisions or terms of this contract or any of the general terms and conditions relating not herein contained. Any promises, agreements, or representations made by any representative, agent, or employee of the Company not herein set forth shall be void and of no effect.
- the ations.

##	im 1-1 1 1 1 1 1 1 1 1	rvice from the Company, to comply with the Rules and service or disconnection of service pursuant to K	
Applicant-Customer Signature	Date	Joint Applicant-Customer Signature	 Date
Applicant-customer signature	Date	Joint Applicant-Customer Signature	Date

KANSAS DEPARTMENT OF REVENUE

STATEMENT FOR SALES TAX EXEMPTION ON ELECTRICITY, GAS, OR WATER FURNISHED THROUGH ONE METER

Please type or print this form and send a completed copy WITH worksheets to your utility company. Complete a form for each meter on which you are applying for an exemption.

1.	Address of meter location	. Utility account number
		·
2.	sold and furnished by (name of utility company)	ersigned purchaser states that the (circle one: electricity, gas, water) through tion issued for the following purposes based on annual consumption
3.	PURCHASER (Name of individual, company, or organization)	uses electricity, gas or water for the following purpose (check one)
	Unless otherwise indicated, the uses below are exempt from	m state and local sales tax.
	 □ Agricultural use. (Electricity & gas subject to local sales tax.) □ Certain nonprofit corporations exempt from real estate property tax – i.e., adult care homes (nursing homes); private children's homes (nursing home foster care, etc.); housing for low and limited income elderly and disabled persons (includes HUD housing projects); housing for the elderly; and group housing for mentally ill, retarded, and other disabled persons. Attach a copy of the "ORDER" FROM THE BOARD OF TAX APPEALS. □ Consumed in the production, manufacturing, processing, mining, drilling, refining, or compounding of tangible personal property, or treatment of by-products or wastes of any above processes. □ Domestic violence shelters. □ *Educational institutions and nonprofit trusts, nonprofit endowment associations and foundations operated for the sole benefit of an education institution. □ *Government entity. 	□ Severing of oil. □ Ingredient or component part. □ Irrigation of crops. □ Movement in interstate commerce by railroad or public utility □ *Noncommercial educational radio or TV station. □ Noncommercial residential use. (Electricity & gas subject to local sales tax.) □ *Nonprofit hospital. □ *Nonprofit museum or historical society. □ *Nonprofit zoo. □ *Over-the-air free access radio or TV station. Only the electricity used to produce the broadcast signal is exempt All other utility use is taxable. □ Providing taxable services. □ *Religious organization exempt from federal taxation under section 501(c)(3) of the federal Internal Revenue Code. □ *Other exempt entity
	* Enter Sales Tax Exemption Identification Number	
4.	Kansas Sales Tax Registration Number	and/or Employer ID Number (EIN)
	Type of business	
5.	Describe the taxable service; movement in interstate commerce;	; agricultural use; or property produced, manufactured, etc.
6	used to light, heat, cool, clean or maintain equipment, buildings of TAXABLE. This includes, but is not limited to, electricity and gas fans, freezers, heaters, refrigerators, other appliances and mach	bject to local (city/county) sales tax. However, all electricity and gas or business facilities (offices, plants, shops, warehouses) are FULLY s for air conditioners, all lighting (including production area), exhaus nines.
υ.	EXEMPT PERCENT % (See instructions.)	
de pre im sta or	etermine the "Exempt Percent" will be kept by the undersigned to the utility company); and, c) in the event there is a simediately with the utility company. If the electricity, gas, or water exated above, the undersigned purchaser agrees to reimburse the ut compensating tax, penalties, and/or interest.	ement is true, correct, and complete; b) the worksheets used to d and copies of the worksheets and this completed form will be change in the "Exempt Percent", a revised statement will be filed exempted from taxation is determined to be taxable at a rate other than taility company or KDOR for any amounts assessed as retailers' sales Phone No
	Individual, company, or organization name	
Ad	ddress:	
	Street, RR, or P.O. Box City	State Zip + 4
Αu	uthorized Signature:	Date:

ST-28B (Rev. 8/07)

INSTRUCTIONS FOR COMPLETING FORM ST-28B

When gas, water, or electricity is furnished through one meter for both taxable and exempt purposes, the purchaser is responsible for determining the percentage of use exempt from sales tax. The sample worksheet provided below will help you to determine the percent of electricity, gas, or water that qualifies for exemption. If you have questions about this form, contact our Taxpayer Assistance Center, Kansas Department of Revenue, 915 SW Harrison St., 1st Floor, Topeka, KS, 66625-0001, or call (785) 368-8222.

AGRICULTURAL: Electricity and gas for agricultural use is exempt from the state sales tax but **not** exempt from the local taxes. Agricultural use does <u>not</u> include commercial operations such as processing food or dairy products, off-farm grain storage and marketing, lumbering, or use by a stockyard, slaughter house, floral shop, or turf farm.

CERTAIN NONPROFIT CORPORATIONS: Sales of electricity, gas, or water to properties which are exempt from property taxation under K.S.A. 79-201b Second through Sixth are exempt from state and local sales tax. Once the property is determined to be exempt, copies of the "order" from the Board of Tax Appeals and this completed exemption certificate (ST-28B) must be provided to the utility company and the Kansas Department of Revenue.

CONSUMABLES: The portion of electricity, gas, or water you use that meets the following requirements is exempt from state and local taxes: 1) essential or necessary to the process; 2) used in the actual process at the location during the production activity; 3) immediately consumed or dissipated in the process; and, 4) used in the production, manufacturing, processing, mining, drilling, refining, or compounding of tangible personal property or the treatment of by-products or wastes of any above

processes. The following uses of electricity, gas, or water are <u>not</u> exempt from sales tax: shipping, repairing, servicing, maintaining, cleaning the equipment and the physical plant, and storing.

INGREDIENT OR COMPONENT PART: An example of electricity, gas, or water which becomes an ingredient or component part and qualifies for exemption is "water" that is part of the ingredient in a beverage which is bottled and sold to a retailer for resale.

RESIDENTIAL: If the electricity, gas, or water you consume is for residential use only, you do not need to file this form. The utility company automatically exempts you from paying state sales tax (city and county sales tax still applies). However, if the electricity, gas, or water you consume is partly for residential purposes and partly for commercial use, you must determine the percent of usage that is residential and file copies of your worksheets and this completed form with your utility company and the Department of Revenue. Utilities consumed in commercial common areas such as an office, lounge, hallway, laundry facility, storage area, swimming pool, etc., do not qualify for exemption.

HOW MUCH OF MY UTILITY USE QUALIFIES FOR EXEMPTION? You will probably need several sheets of paper as worksheets. If your facility is serviced by more than one meter, you need to complete a separate chart to determine the percent of usage for each meter. If the facility is heated and air-conditioned by a central unit, you may use the square footage method to arrive at the residential percent of consumption for heating and cooling. You may need the assistance of a plumber or electrician to complete the formulas. Refer to the following example and steps to determine your exempt percent.

COLUMN 1		COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
Type of De		Rating of Device	Estimated Hours of Use I Dr	Lo tor	Number of Days the Device is Used Per Yea	Usage Per Year stated in kWh, BTU, or Gallons
Type of De			0361 0	1 101	Disect 1 et 1 es	BTO, Of Gallotis
20 - light bulbs	Т	40 wat ⁴)	.00	324	2,592 kWh
1 - production machinery	E	500 watts	10	.50	255	637.5 kWh

- At the top of each page, place the headers as noted in the example and complete the following information per column:
 - **COLUMN 1**—List each device that is pulling the utility.
 - **COLUMN 2**—Rating of each device.
 - **COLUMN 3**—Estimate the number of hours of use per day (i.e., on average, twenty 40 watt light bulbs are on ten hours per day, therefore, enter "10").
 - **COLUMN 4**—Determine and enter load factor (i.e., when a light bulb is on it pulls the full rate of 100% power but a burner on the stove on "low" may only pull 30% load factor).
 - COLUMN 5—Number of days the device is used per year.
 - **COLUMN 6**—Determine usage per year stated in kilowatthours (kWh), BTU, or gallons.

1000 watts = 1 kWh Horsepower = .746 X H.P. = watts Ten 100-watt bulbs burning 1 hour will use 1 kWh 1,000,000 BTU in 1 MCF

- Indicate beside each type of device an "E" for exempt or a "T" for taxable.
- 3. Multiply the quantity in column 1 by column 2 by column 3 by column 4 by column 5 to arrive at the sum for column 6.
- 4. Add the usage per year (column 6) for all of the devices you have indicated as "exempt" then add all of the usage per year (column 6) for all the devices that you have indicated as being "taxable." Adding the exempt and taxable usage should equal the total consumption per year as shown on your utility bills for the last 12 months.
- Divide the total number of exempt kWh by the total number of kWh consumed in the last 12 months. This is the percent of usage that is exempt from tax. Enter this amount on line 5 on the front of this form (ST-28B).