
PRAIRIELAND ENERGY, INC.
EXHIBIT B — TERMS AND CONDITIONS OF STEAM SERVICE

Prairieland Energy, Inc. may change the rates for service hereunder from time to time, and must provide the Customer notice of the new rates at least 60 days prior to the effective date.

A. Establishment of Service

All customers must complete and submit the following documents in order to establish service with Prairieland Energy, Inc.:

- Steam Service Agreement
- Electronic Payment Agreement

B. Access to Customer Premises

The properly authorized agents of Prairieland may have access to the premises at all reasonable hours for the purpose of inspecting the Customer's installation and examining, repairing, or removing Prairieland's steam meters on this property.

C. Limits of Liability

Prairieland will use reasonable diligence in furnishing uninterrupted and regular Steam service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro-rata reduction of the monthly charges.

Prairieland does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the customer may sustain by reason of any failure or interruption of service, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall Prairieland be liable for any loss by customer of production, revenues or profits, or for any consequential damages whatsoever on account of any failure or interruption of service; nor shall Prairieland be liable for damages that may be incurred by the use of equipment, or the presence of Prairieland's equipment on customer's premises. Customer is required to provide suitable protection so that any equipment will be protected in the case of interruption of service and re-establishment of normal service after any of the above conditions. Prairieland shall not be responsible or liable for any losses suffered due to the termination of service.

D. Billing Dispute

In the event a customer disputes a bill, the customer is responsible for submitting payment in full on or before the current billing due date. Prairieland must receive notification within 30 days from the billing date, in writing, describing the amounts or items in dispute along with the customer's name, address and telephone number as stated on the original customer service agreement with Prairieland. Prairieland will review all disputes received within the stated time frame. When a determination is made regarding the dispute, Prairieland will provide their finding in writing to the customer within a reasonable time period not to exceed 90 days from receipt of the dispute.

E. Charges

Monthly Steam Use Charge — Steam shall be billed at a rate per thousand pounds (Klbs) delivered.

Monthly Demand Charge — A demand charge will be billed at a rate per thousand pounds (Klbs) delivered. The demand charge includes the piping to the building entrance and the condensate meter.

Monthly Customer Charge — The customer charge includes the monthly reading of the meter, and services associated with recording and transferring data.

F. Charge For Late Payments/Disconnection of Service

Bills will be rendered to the customer at the beginning of each month and are payable at Prairieland's office on or before 15 days after the bill date. Bills remaining unpaid after the due date are subject to an additional charge of 1.5% per month of any unpaid balance and, in the event that all bills due Prairieland from the customer are not paid within 60 days following the billing date, the supply of steam may be shut off by Prairieland. Steam service will be resumed after a Reconnection Fee, the cost of certified postage, and the unpaid balance have been paid.

G. Definitions

Billing Period — the interval between consecutive meter reading dates during which steam service is provided and billed by Prairieland.

Billing Date — Date bills are generated, as labeled on the monthly bill.

Due Date — Fifteen days from the billing date, as labeled on the monthly bill.

Customer — A person or company that has signed an agreement for steam service on file at Prairieland.

(Klbs) — Abbreviation for thousand pounds at which steam service is measured at the meter and billed.

Excess Facilities — The facilities required in excess of a standard installation.

H. Deposit Requirements

Prairieland Energy Inc. may require the customer to make a reasonable deposit at any time to secure the prompt payment of bills. Prairieland, in its sole discretion, will determine the amount of the deposit by estimating the billing for the customer's peak monthly steam use. The deposit will be equal to the peak monthly steam billing. The deposit may be applied to unpaid bills and Prairieland will restore funds to the deposit upon receipt of customer's payment. The deposit, plus interest, will be returned following twelve consecutive months of on-time payments.

I. Interest on Deposits

The rate of interest paid on deposits will be the average one-year yield on U.S. Treasury securities for the last full week in November for each year, rounded to the nearest one-half percent as determined by the Federal Reserve Board, and paid on the remaining amount on deposit with Prairieland.

J. Electronic Payment Agreement

All customers must complete and submit a PEI Electronic Payment Agreement. All payments made by Prairieland Energy, Inc. to the CUSTOMER will be made via ACH and deposited to the single designated vendor account. No provisions are currently available to route specific payments (originated from specific CUSTOMERS) to different bank accounts. ***Once a CUSTOMER authorization is in place, all payments to that CUSTOMER (regardless of the source or nature of the payment) will be delivered to the designated bank account.***

K. Meter Tampering

PrairieLand shall have the right to discontinue steam service to any customer and remove its property from the customer's premises, where PrairieLand discovers evidence of tampering with any meter or service wiring leading thereto, and where such tampering is for the purpose of reducing the customer's steam consumption. A customer's service so disconnected shall be reconnected after customer has furnished satisfactory evidence of compliance with PrairieLand's rules and/or Terms and Conditions of service and paid all service charges as hereinafter set forth:

1. All delinquent bills, if any;
2. The amount of any PrairieLand revenue loss attributable to said tampering;
3. Expenses incurred by PrairieLand in replacing or repairing the meter or other appliance or equipment, and in the preparation of the bill;
4. A cash deposit, the amount not to exceed 1/6 of the estimated annual charges, less the amount of any cash deposit which the customer currently has on file with PrairieLand.

L. Term of Service

The Steam Service Agreement will be deemed to be continuing unless either party shall give written notice to the other party of its desire to terminate. If written notice is given, the service will terminate 60 days after such notice is received by the other party.