

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 373

MIDWEST ENERGY, INC.

SCHEDULE DRIT

(Name of Issuing Utility)

Replacing Schedule Initial Sheet

Company Wide

(Territory to which schedule is applicable)

which was filed

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 14 Sheets

Exhibit F – Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of _____ (“Effective Date”), is entered into, by and between Midwest Energy, Inc., a Kansas corporation with a principal place of business at 1330 Canterbury Road, Hays, Kansas (hereinafter referred to as the “Company”), and _____, a _____ corporation with a principal place of business at _____ (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in the Interconnection Tariff Section 1.2.

2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s facility with the Company EDS to be installed and operated by the Interconnecting Customer at _____ (facility name, address, and end-use Customer account number, if applicable). A description of the facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, a Third Party Acknowledgment Agreement must be signed and included as an Attachment 6 to this document.

The Interconnecting Customer has the right to operate its facility in parallel with the Company EDS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EDS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. **Termination.** This Agreement may be terminated under the following conditions.

- a. The Parties agree in writing to terminate the Agreement.
- b. The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
- c. The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
- d. The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the facility within twelve (12) months of the Authorization Date; or, (2) permanently abandons the facility. Failure to operate the facility for any consecutive twelve (12) month

Issued _____
 Month Day Year
 Effective _____
 Upon Approval by Commission
 Month Day Year
 By Earnest A. Lehman
 Earnest A. Lehman Signature of Officer President Title

04-GINE-080-GIE
 Approved PR
 Kansas Corporation Commission
 May 27, 2004
 /S/ Susan K. Duffy

THE STATE CORPORATION COMMISSION OF KANSAS

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period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

- e. The Company, upon thirty (30) days notice, may terminate this Agreement if there are any changes in Kansas Corporation Commission regulations or state or federal regulations or laws that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.
- f. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
- g. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. General Payment Terms. The Interconnecting Customer shall be responsible for the system modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant to the terms of Section 5 of the Interconnection Tariff.

- a. Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of ten (10) percent only. All costs that exceed the ten (10) percent increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the ten (10) percent increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
- b. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the system modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such system modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such system modifications. To the extent that

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 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-080-GIE
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 May 27, 2004
 /S/ Susan K. Duffy

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Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

- 6. **Operating Requirements.** Parties shall operate their respective facilities according to Section 6 of the Interconnection Tariff.
- 7. **Disconnection.** Disconnection of the facility shall be governed by Section 7 of the Interconnection Tariff.
- 8. **Metering.** Metering of the output from the facility shall be conducted pursuant to Section 8 of the Interconnection Tariff.
- 9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
- 10. **Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in writing.
- 11. **Insurance Requirements.** Insurance requirements are specified in Section 10 of the Interconnection Tariff.
- 12. **Indemnification.** Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties,

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 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-080-GIE
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 May 27, 2004
 /S/ Susan K. Duffy

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claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the facility. Prior to the construction of system modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the facility the Interconnection Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a. That is beyond the reasonable control of the affected Party; and
- b. That the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected

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 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

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duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices

- a. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:
 Midwest Energy, Inc.
 Operations and Engineering Dept.
 PO Box 898
 Hays, Kansas 67601
 Phone: 785-625-3437
 Fax: 785-625-1494

If to Interconnecting Customer:
 Name:
 Attention:
 Address:
 City, State, Zip:
 Phone:
 Fax:

- b. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.
- c. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies

- a. Defaults. Any one of the following shall constitute "An Event of Default."
 (1) One of the Parties shall fail to pay any undisputed bill for charges incurred under this

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 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

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 May 27, 2004
 /s/ Susan K. Duffy

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Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or

- (2) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

b. Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- (1) Continue to perform and enforce this Agreement;
- (2) Recover damages from the defaulting Party except as limited by this Agreement;
- (3) By written notice to the defaulting Party terminate this Agreement;
- (4) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff, Terms and Conditions, and other KCC approved rate schedules.

20. Conflict of Provisions and Revisions. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Kansas Corporation Commission approval after the effective date of this Agreement, the Company shall, not later than ten (10) days after the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-080-RIF
 Approved PR
 Kansas Corporation Commission
 May 27, 2004
 /s/ Susan K. Duffy

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- 21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 23. **Counterparts.** This Agreement may be signed in counterparts.
- 24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
- 25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to Kansas Corporation Commission procedures.
- 26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed by their duly authorized representatives.

Interconnecting Customer _____ Date _____

Midwest Energy, Inc. _____ Date _____

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-080-GIE
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 /s/ Susan K. Duffy

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List of Attachments to Exhibit F

The following attachments will be developed and included as appropriate for each specific Interconnection Service Agreement, except for Attachment 6, which is included below.

- Attachment 1: Definitions (See Section 1.2 of Tariff)
- Attachment 2: Description of Facilities, including demarcation of Point of Common Coupling
- Attachment 3: Description of System Modifications
- Attachment 4: Costs of System Modifications and Payment Terms
- Attachment 5: Special Operating Requirements
- Attachment 6: Third Party Acknowledgment Agreement (See next page.)

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By *Ernest A. Lehman* President
 Ernest A. Lehman Signature of Officer Title

04-GIME-080-GIE
 Approved *PK*
 Kansas Corporation Commission
 May 27, 2004
 /s/ Susan K. Duffy

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Attachment 6 to Interconnection Service Agreement
Third Party Acknowledgment Agreement

1. **Parties.** This Third Party Acknowledgment Agreement ("Agreement"), dated as of _____ ("Effective Date" of this Agreement) is entered into, by and between Midwest Energy, Inc, a Kansas corporation with a principal place of business at 1330 Canterbury Road, Hays, Kansas (hereinafter referred to as the "Company"), and _____, ("Customer"). (The Company and Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in the Interconnection Tariff Section 1.2.
2. **Purpose.** This Agreement, in conjunction with the Interconnection Service Agreement identified in Section 3.b. allows the Interconnecting Customer to utilize Customer's electrical facilities to interconnect and operate the facility in parallel with Company's EDS. The purpose of the facility is to serve the Customer's electrical loads at the location identified in Section 3.a.
3. **Description of Parties and Facility.**
 - a. The name and address used by Company to locate the Customer or electric service account where the facility interconnects with Company's EDS is:

 Attention:
 Address:
 City:
 Phone:
 FAX:
 Midwest Energy Account Number:
 - b. The facility shall be interconnected with Company's EDS pursuant to an Interconnection Services Agreement between Company and Interconnecting Customer, its successors or assigns ("Interconnecting Customer") dated _____ ("Interconnection Services Agreement").
 - c. Interconnecting Customer's contact information:

 Attention:
 Address:
 City:
 Phone:
 FAX:

Issued _____
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 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

04-GIME-090-GIE
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4. Customer Acknowledgement and Obligations.

- a. Customer acknowledges that it has authorized the facility to be installed and operated by Interconnecting Customer in accordance with Company's Interconnection Tariff in or adjacent to Customer's premises. Such facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by Company at the location identified in Section 3.a. above. Customer shall be solely responsible for the terms of any agreement between it and Interconnecting Customer.
- b. Customer shall be solely responsible for any charges incurred under Company's electric service tariffs, and any other regulations and laws governing the provision of electric services. Customer acknowledges that it has been made aware of the charges and conditions related to the operation of the facility and that the performance or lack of performance of the facility may affect the rates and charges billed by Company for the electric power delivered to Customer. Copies of such tariffs are available by request to Company or on the Company's web site.
- c. Any amount to be paid, or refunded to, Company for the services received by Customer as a result of the Interconnecting Customer failing to operate the facility in accordance with the terms of the representations and warranties made under the Interconnection Services Agreement shall be paid to Company by the Customer in accordance with Company's electric tariffs.
- d. Customer shall provide access as necessary to the Customer's premises for Company personnel, contractors or agents to perform Company's duties under the Interconnection Tariff. The Company shall have access to the disconnect switch of the facility at all times.

5. Terms and Termination

This Agreement shall become effective as of the date referenced in the preamble. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- a. The Parties agree in writing to terminate the Agreement.
- b. At 12:01 A.M. on the day following the date the Customer's electric service account through which the generating facility is interconnected to Company's EDS is closed or terminated.
- c. At 12:01 A.M. on the 31st day following the date the Interconnection Service Agreement is terminated.

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 Effective Upon Approval by Commission
 Month Day Year
 By Earnst A. Lehman President
 Earnest A. Lehman Signature of Officer Title

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 /S/ Susan K. Duffy

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- d. At 12:01 A.M. on the 61st day after Company provides written Notice pursuant to Section 7 below to the Customer that Customer is not in compliance with the terms of this Agreement.

6. Limitation of Liability

- a. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- b. Company shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from existence of, operation of, or lack of operation of the facility, or termination of the Interconnection Service Agreement, provided such termination is consistent with the terms of the Interconnection Service Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of the Company.

7. Notices

- a. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: Midwest Energy, Inc.
 Operations and Engineering Department
 PO Box 898
 Hays, Kansas 67601
 Phone: 785-625-3437
 Fax: 785-625-1494

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
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 By Earnest A. Lehman President
 Earnest A. Lehman Signature of Officer Title

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If to Customer:

Attention:
Address:
City, State, Zip:
Phone:
Fax:

- b. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 7.a.
c. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.
8. Release of Data. Company shall maintain confidentiality of all Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved in writing by the Customer.
9. Assignment. Except as provided herein, Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Customer to an affiliate or as collateral security in connection with a financing transaction. In all events, the Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
10. Non-Waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

Issued
Effective
By
Month Day Year
Upon Approval by Commission
Month Day Year
Signature of Officer
Title

04-GIME-020-GIE
Approved PR
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/S/ Susan K. Duffy

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11. Governing Law, Jurisdiction, Inclusion of Tariffs

- a. This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- b. The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference.
- c. Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Kansas Corporation Commission (KCC), pursuant to the KCC's rules and regulations, an application for change in tariffs, rates, charges, classification, service or any agreement relating thereto.
- d. The terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.

12. Amendments and Modification. This Agreement can only be amended or modified by a written agreement signed by both Parties.

13. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Service Agreement and the Interconnection Tariff. Together this Agreement, the Interconnection Service Agreement, and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated documents.

14. Indemnification. Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages

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 By Earnst A. Lehman President
 Earnest A. Lehman Signature of Officer Title

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Exhibit F - cont.

to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

Customer

Date

Midwest Energy, Inc.

Date

Issued _____
 Month Day Year
 Effective Upon Approval by Commission
 Month Day Year
 By Ernest A. Lehman President
 Ernest A. Lehman Signature of Officer Title

04-GIME-080-GIE
 Approved PR
 Kansas Corporation Commission
 May 27, 2004
 /s/ Susan K. Duffy