

# SUBPOENA DUCES TECUM

Order to Produce Documents  
Order to Appear for Deposition

FILED<sup>3</sup>

JAN 26 2007

Missouri Public  
Service Commission



## THE STATE OF MISSOURI

To: Missouri Pipeline Company, LLC  
110 Algana Court  
St. Peters, MO 63376

SERVE: Mr. David Ries

Pursuant to §§386.440, 393.140 (9) and (10), 4 CSR 240-2.100, and Supreme Court Rule 57.03(b)(4), you are hereby commanded to appear for deposition on the subject of the business of Missouri Pipeline Company, LLC and as to costs, revenues, and financing thereof, before The Public Service Commission of the State of Missouri at 9:30 a.m. on the 12<sup>th</sup> day of April 2006, at the offices of the Commission located on at 1845 Borman Court, Suite 101, St. Louis, Missouri. The deposition will commence at the above-stated time and place and will continue from day-to-day until it is complete.

You shall make the following documents available for review at or prior to the deposition:

The items listed on ATTACHMENT A.

Given under my hand, this 23rd day of March 2006,

Jeff Davis  
Jeff Davis, Chairman  
Public Service Commission

Staff Exhibit No. 253  
Case No(s). GC-2006-0491  
Date 12/13/06 Rptr NU

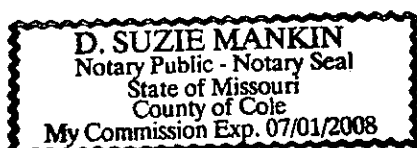
### RETURN

I HEREBY CERTIFY that I served this subpoena by delivering a copy to the person named above,

at 1:00 P.M. CST (time) on the 23rd day of MARCH 2006, at the following location: Lobby of the Governor Office, in the State of Missouri.

Robert Schillerberg Utility Services Division Director  
[Name] [Title]

Subscribed and sworn to before me this 23rd day of March 2006.



D. Suzie Mankin  
Notary Public



**ATTACHMENT A**  
**Missouri Pipeline Company, LLC, Deposition Documents**

For all documents listed below provide for the calendar years 2003, 2004 and 2005 unless requested otherwise:

1. Copies of all notes, assignments, and security agreements, or any other indicia of indebtedness, including but not limited to those executed pursuant to the Senior Secured Term Loan Agreement dated March 12, 2002 (hereafter "Agreement").
2. Operating budgets and capital budgets, referenced on page 12 of the Agreement, submitted to Lenders or Agents, including Duke Capital Partners as Agent. This includes documentation of the sum, without duplication, of all cash expenditures relating to administration and legal expenses, and State, Local, and Federal tax obligations, excluding Debt Service.
3. Copies of all documents sent to Lenders indicating capital expenditures, including copies of all Loan documents, executed or otherwise, real estate documents, and other company documents..
4. Documentation of intercompany indebtedness defined on page 10 of the Agreement, including indebtedness of any one or more of the Borrowers, or any Pipeline Company, owed directly or indirectly to any Loan Party or its direct or indirect Affiliate, including by way of guarantee.
5. A list of lender banks, benefited lenders, investment funds or assignees pursuant to section 9.7 of the Agreement, and including all other lenders or creditors.
6. Copies of notes, loans, mortgages, including deeds of trust, assignment of leases and rents, security agreements, financing statements or other indicia debt or of the grant of a security interest entered into, or executed by, MPC.
7. Balances of each and all loans, notes, debts or other obligations of MPC as of December 31, 2003, 2004, and 2005.
8. Copies of Use of Proceeds documents, including retired existing indebtedness to parent and United Pipeline Systems Inc., working capital, debt service reserve accounts, fund transaction expenses and other fees owed Secured Parties, whether or not provided to Lenders.
9. Bank statements from each financial institution, security agent, agent, or lender for each month of 2003, 2004, and 2005.
10. All documents that describe terms of deposit and remittance agreements for MPC.
11. All Board minutes for MPC for 2002, 2003, 2004, and 2005.
12. All leases treated as capital leases pursuant to GAAP for MPC.
13. A list of all property of MPC, including all real and personal property, tangible and intangible, and the proceeds thereof, subject to the Liens created by the Collateral Security Agreements executed under the Agreement.
14. All contracts for services executed by MPC.
15. For the years of 2003, 2004, and 2005, monthly summary of all receipts of gas going into the MPC pipeline, including the MIG receipt point and PEPL/Curryville receipt points, categorized by each receipt point on the MPC system.

16. For the years of 2003, 2004, and 2005, monthly summary of all deliveries going out of the MPC pipeline categorized by each delivery point on the MPC and Omega systems.
17. Documents showing any deliveries made to MIG from MPC for ultimate delivery into MRT.
18. Supporting work papers for the determination of the MPC federal and other income tax expense reported on the 2002-2004 annual reports including income tax allocation calculations. Include all K-1s issued by MPC or its regulated or nonregulated affiliates that affect the flow-through of MPC revenues or losses.
19. 2002-2004 Federal and State tax returns with supporting schedules for MPC.
20. Provide copies of all MPC bills to Omega Pipeline Company since 1/1/02 with any supporting documentation justifying any discounts provided to Omega during this period.
21. Provide copies of all MPC bills, invoices or statements to customers that received transportation services through MPC/MGC.
22. For customers paying maximum tariff rates in 2004 identify the amount for each customer that was recorded as revenue in 2004 that differs from amounts shown on these bills.
23. Copy of any Management Resources Group LLC contract with MPC effective since 1/1/02.
24. Identify each individual that charged and or allocated compensation to MPC in 2004-2005 and who also received compensation from another MPC affiliate entity (regulated or nonregulated) in 2004-2005.
25. For each individual identified in the previous question, please identify the amount of compensation that each MPC affiliate entity (regulated or nonregulated) paid to this individual in 2004 and in 2005.
26. Copies of the initial entries recorded on MPC books to recognize the purchase transaction with Aquila. Provide the supporting documentation for each entry.
27. Copies of all entries on MPC books since 1/1/02 related to a Related-Party Receivable or Payable. Please provide the supporting documentation for each entry.
28. Copies of all payments (e.g. checks, debit or credit memos) paid to third-party entities related to amounts recorded as Gateway, MIG, or Omega Taxes other than Income Taxes expense in 2004 and 2005. Please provide copies of any documentation that supports the allocation of these payments to Gateway, MIG, and Omega, if any such allocation occurred.
29. All contracts between Omega and parties that are served off of MPC for calendar year 2004 and 2005.
30. All gas supply contracts held by MPC or its affiliates (regulated or nonregulated) for calendar year 2004 and 2005.
31. Balances and terms of any indentures that are held by any affiliates (regulated or nonregulated) of MPC.
32. Copies of all executed Schedules I (Euro dollar loans) and II (alternate base rate loans) attached to Exhibit A (form of term note) of the Agreement.
33. Copies of all executed Schedule 1 attached to Exhibit B (form of notice of borrowing) of the Agreement.

34. All agreements with the banks listed on ANNEX A (Loan Party Bank Accounts) attached to Exhibit C of the Agreement.
35. Copies of all executed Exhibit G (form of Assignment and Acceptance) (including ANNEX 1) attached to the Agreement.
36. List of all current Secured Parties as defined on page 16 of the Agreement.
37. Unamortized balance of debt issuance expenses as of December 31, 2005 and amount amortized for the 2005 calendar year.