

Imhoff, Tom

From: Imhoff, Tom
Sent: Wednesday, June 25, 2003 7:59 AM
To: Russo, Jim
Subject: FW: MGC tariff
Attachments: MGCMoRatesRulesGas1 v1 clean.doc; MGCMoRatesRulesGas1 v1 redline.doc

Here it is.

-----Original Message-----

From: David J. Ries [mailto:riesdj@msn.com]
Sent: Tuesday, June 24, 2003 7:09 PM
To: Warren Wood ; Tom Imhoff
Cc: Tino Monaldo
Subject: MGC tariff

Attached are both a red lined version and clean version of the proposed changes to the MGC tariff. These changes follow our discussion of a few weeks ago. The 2 areas that you wanted more time to discuss internally have proposed changes as follows:

1. The penalties for Imbalances and OFO compliance are penalties only and do not include the purchase or sale of gas as this is not provided for within the tariff.
2. We have continued to delete Section 3.2 in both the firm and interruptible rate schedules. In section 17 of the GT&C a proposal has been added for quarterly reporting of all transportation agreements. There are still several references to nondiscriminatory treatment of shippers.

I believe that all the other changes include your requested changes to the previous red line version. Please review and let me know if you would like to change what we have submitted to you as attached. We are currently working through similar changes for the MPC tariff and will duplicate those changes to what is proposed here. Again, we would like to get the approval process started so that the Imbalance and OFO procedures are in place prior to the next heating season. If you have any questions, please feel free to call.

Dave

FILED³

JAN 20 2007

Missouri Public
Service Commission



Staff Exhibit No. 11
 Case No(s). GC-2006-049
 Date 12/13/06 Rptr MV

12/11/2006

A

Cancelling P.S.C. MO. No. _____

MISSOURI GAS COMPANY

FOR: ~~All Delivery Points~~**MISSOURI GAS COMPANY****TARIFF****GENERAL TERMS AND CONDITIONS**

DATE OF ISSUE: _____ EFFECTIVE DATE: []

ISSUED BY: ~~Richard C. Kroul~~ David J. Ries, President

Missouri Gas Company

10700 East 350 Hwy, Suite 200A110 Algana Court

Kansas CitySt. Peters, MO 6413863376

Unofficial copy via www.energyone.com

B

Cancelling P.S.C. MO. No. _____

MISSOURI GAS COMPANY

FOR: All Delivery Points

Copies of the official tariff sheets are available at offices providing service under the tariffs, and at the governing local or national commission offices. The information available here attempts to be materially the same, but should there be any discrepancies, in all cases the official tariffs on file with the governing commission will hold over these documents.

DATE OF ISSUE: _____

EFFECTIVE DATE: []

ISSUED BY: Richard G. Krenl David J. Ries, President

Missouri Gas Company

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Cancelling P.S.C. MO. No.

1

CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

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DATE OF ISSUE: March 10, 1996[]

EFFECTIVE DATE: April 22, 1996[]

ISSUED BY: Richard C. Kreul David J. Ries, President

Missouri Gas Company

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MISSOURI GAS COMPANY

FOR: All Delivery Points

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DATE OF ISSUE: November 10, 1996[]

EFFECTIVE DATE: December 10, 1996[]

ISSUED BY: Richard C. KrelDavid J. Ries, President

Missouri Gas Company

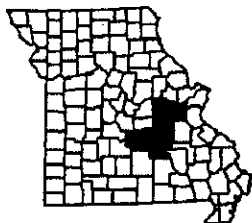
10700 East 350 Hwy, Suite 200A110 Algana Court

Kansas CitySt. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

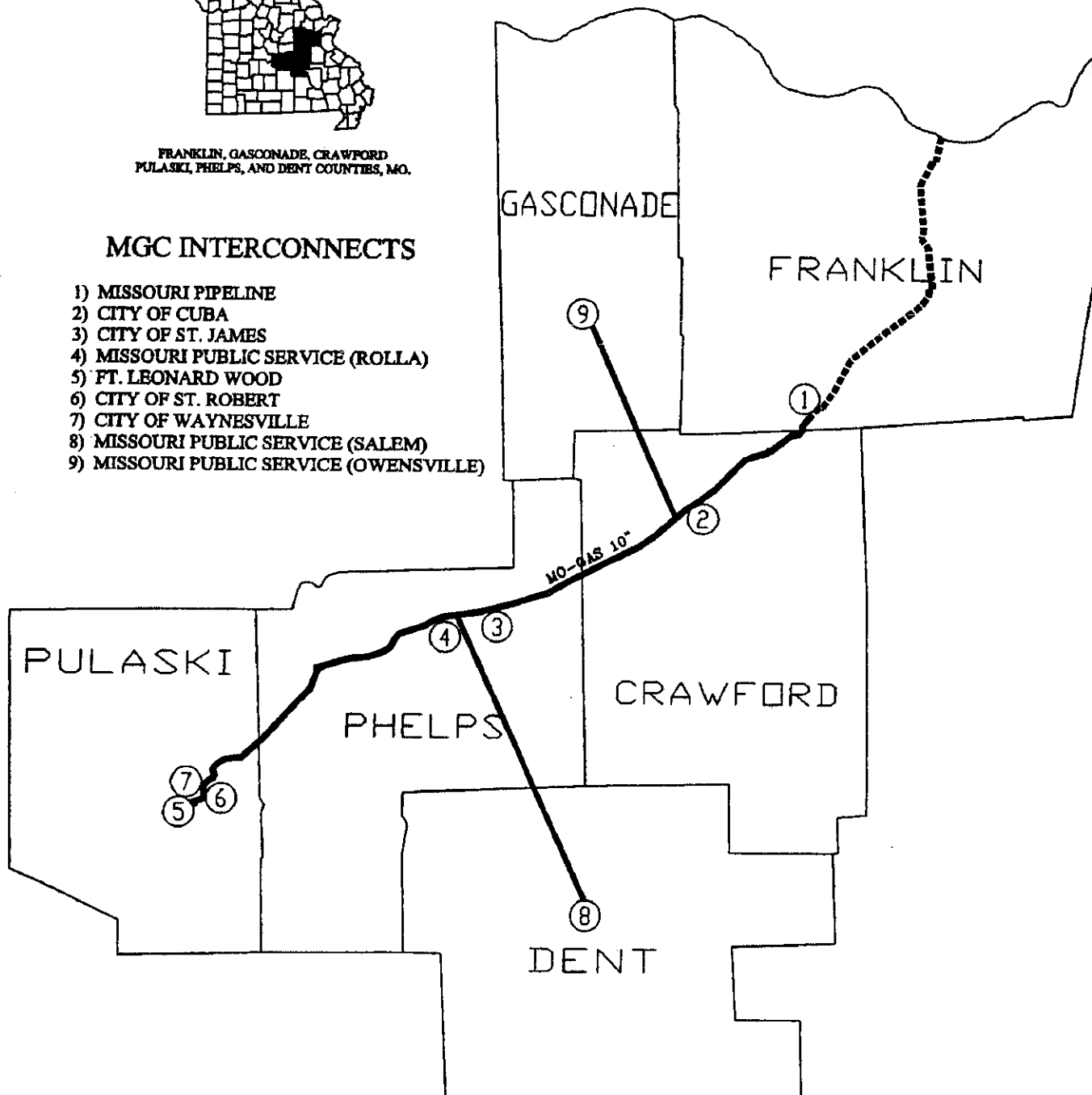
SERVICE AREA MAP



FRANKLIN, GASCONADE, CRAWFORD
PULASKI, PHELPS, AND DENT COUNTIES, MO.

MGC INTERCONNECTS

- 1) MISSOURI PIPELINE
- 2) CITY OF CUBA
- 3) CITY OF ST. JAMES
- 4) MISSOURI PUBLIC SERVICE (ROLLA)
- 5) FT. LEONARD WOOD
- 6) CITY OF ST. ROBERT
- 7) CITY OF WAYNESVILLE
- 8) MISSOURI PUBLIC SERVICE (SALEM)
- 9) MISSOURI PUBLIC SERVICE (OWENSVILLE)



DATE OF ISSUE: March 17, 2000[]

EFFECTIVE DATE: April 17, 2000[]

ISSUED BY: Richard C. Kreul David J. Ries, President

Missouri Gas Company

10700 East 350 Hwy, Suite 200A110 Algana Court

Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE FIRM TRANSPORTATION SERVICE (FTS)
RATE SCHEDULE

1. AVAILABILITY

This Rate Schedule is available for natural gas transportation service performed by Missouri Gas Company (herein Transporter, MGC or Missouri Gas Company, LLC) under the provisions and guidelines of the Missouri Public Service Commission (MoPSC).

Such transportation service shall be available for any Shipper:

- a. which delivers or causes to be delivered gas to Transporter on a uniform daily basis to the extent practicable for the term of the service for delivery by Transporter for the account of Shipper; and
- b. provided such transportation will not subject Transporter to regulation by the Federal Energy Regulatory Commission as a "natural gas company" as such term is defined in the Natural Gas Act (15 U.S.C. 717 et. seq.); and
- c. which has executed a Transportation Agreement wherein Transporter has agreed to transport natural gas for Shipper's account up to a specific maximum daily transportation volume. Such Transportation Agreement shall also be subject to the General Terms and Conditions on file with the MoPSC.

2. APPLICABILITY AND CHARACTER OF SERVICE

The firm service rendered hereunder is the transportation of natural gas up to the maximum daily volume set out in the Transportation Agreement, subject to the availability of capacity, the General Terms and Conditions and the further provisions of the Transportation Agreement. Transporter is not obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

The rates and charges for firm service under this Rate Schedule shall include the applicable transportation rate components per ~~Dt~~ Dth, as described in Sections 3.1 and 3.2, except for gas-for-gas exchanges involving equal benefits for which there will be no charge.

DATE OF ISSUE: March 19, 1996[]

EFFECTIVE DATE: April 22, 1996[]

ISSUED BY: Richard C. Kreul David J. Ries, President
Missouri Gas Company
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Kansas City St. Peters, MO 6443863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE (Cont.)3.1 Applicable Transportation Rate.

a. Reservation Charge.

For firm service hereunder to Fort Leonard Wood, Missouri, the reservation charge shall be equal to the Maximum Daily Quantity set out in each individual transportation agreement times the applicable reservation charge set out below:

Charge Per MonthMaximum \$18.10000 per Dt.DthMinimum \$0.00000 per Dt.Dth

For firm service hereunder to all points between Sullivan, Missouri and (but not including) Fort Leonard Wood, Missouri, the reservation charge shall be equal to the Maximum Daily Quantity set out in each individual transportation agreement times the applicable reservation charge set out below:

Charge Per MonthMaximum \$13.17660 per Dt.DthMinimum \$0.00000 per Dt.Dth

b. Commodity Charge.

For firm service hereunder to Fort Leonard Wood, Missouri, the applicable commodity charge per Dt.Dth shall be:

Charge Per MonthMaximum \$0.55000 per Dt.DthMinimum \$0.01000 per Dt.Dth

For firm service hereunder to all points between Sullivan, Missouri and (but not including) Fort Leonard Wood, Missouri, the applicable commodity charge per Dt.Dth shall be:

Charge Per MonthMaximum \$0.94330 per Dt.DthMinimum \$0.01000 per Dt.DthDATE OF ISSUE: March 19, 1996EFFECTIVE DATE: April 22, 1996ISSUED BY: Richard C. Kroul David J. Ries, President

Missouri Gas Company

10700 East 350 Hwy, Suite 200A110 Algana Court

Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE (Cont.)3.2 Range of Rates.

a. ~~Unless otherwise agreed upon in writing between Shipper and Transporter, or unless as otherwise set forth herein, the reservation and commodity charges applicable to a Shipper for service hereunder shall be the applicable Maximum Rates as set out above. In the event an amount less than the applicable Maximum Rates and not less than the applicable Minimum Rates as set out above is agreed upon, such reservation and commodity rate shall be applicable prospectively and Transporter shall be responsible for compliance with any reporting requirements prescribed by the MoPSC.~~

b. ~~For all Transportation Agreements entered into by Transporter with any affiliate of Transporter after the effective date of tariff sheets having a Date of Issue of January 18, 1995, in those instances in which the term of the Agreement is greater than three (3) months:~~

~~(1) The lowest transportation rate charged to an affiliate shall be the maximum rate that can be charged to non-affiliates. Any renegotiation or other type of modification to the rates of any then-effective Transportation Agreement is to be considered an applicable Transportation Agreement for the purpose of setting this maximum rate for non-affiliates.~~

~~(2) Transporter will submit each such Transportation Agreement for Commission approval in those instances in which the rate offered to a non-affiliate is proposed to be greater than any rate offered to any affiliate.~~

~~(3) Transporter will submit a rate comparison for all Transportation Agreements.~~

~~(4) Rate comparisons for compliance with these provisions will be calculated assuming a 25% load factor.~~

DATE OF ISSUE: ~~March 10, 1996~~ EFFECTIVE DATE: ~~April 22, 1996~~

ISSUED BY: ~~Richard C. Krell~~ David J. Ries, President
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MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE (Cont.)

~~(5) These provisions will be applied to the Transporter's service area and the service area of Missouri Pipeline Company as separate entities and on a separate basis.~~

~~c. If at some point in time the Staff of the Commission determines that the provisions of Section 3.2(b) and Section 12(c) of the General Terms and Conditions are not effective in preventing rate discrimination to non-affiliates, after contacting Transporter, the Staff may file a notice to that effect with the Commission. As a consequence, on the date of such notice filing, said provisions will be terminated and at that point in time the following provisions will automatically replace Section 3.2(b) and Section 12(c) of the General Terms and Conditions with regard to all Transportation Agreements in effect at the time of Staff's filing of said notice with the Commission:~~

~~The transportation rate charged to any affiliate on the Transporter's pipeline pursuant to a Transportation Agreement for a term greater than three (3) months entered into after January 5, 1995 shall be the maximum rate which may be charged to non-affiliates.~~

3.3 Balancing Charges.

If balancing charges are incurred in accordance with Section 2 of the General Terms and Conditions, then such balancing charges shall also be included in the monthly bill to Shipper. Each month any imbalances in excess of the MMIQ may be subject to penalty charges assessed by Transporter according to said Section 4 of the General Terms and Conditions.

3.4 Overrun Charges and Unauthorized Overrun Penalties

a. Overrun Charge for Takes in Excess of Maximum Daily Quantity

Upon the prior written agreement of Shipper and Transporter, Shipper may take quantities of Gas during one or more days in a billing month in excess of the applicable Maximum Daily Quantity as stated in the Transportation Agreement (hereinafter called overrun quantities) for firm service hereunder. Shipper shall be subject to an Overrun Charge in addition to the applicable reservation and commodity charges, as well as any Balancing Charges that may be applicable pursuant to Section 4 of the General Terms and Conditions. The applicable Overrun Charge per

DATE OF ISSUE: March 19, 1996[]

EFFECTIVE DATE: April 22, 1996[]

ISSUED BY: Richard C. Krell David J. Ries, President

Missouri Gas Company

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MISSOURI GAS COMPANY

FOR: ~~All~~ Delivery Points

Dth for such overrun quantities shall be the rates per Dth set forth in Section 3.1 (b) of Rate Schedule ITS, unless otherwise agreed to in writing. Balancing Charges and penalties for non-compliance with OFO's will be as set forth in Sections 4 and 5 of the General Terms and Conditions.

b. Unauthorized Overrun Penalty for Takes During an OFO

Transporter may issue an OFO and, if it does so, Transporter shall notify Shippers as described in Section 5 of the General Terms and Conditions. Once issued the OFO shall continue until Transporter notifies Shippers to the contrary. If the OFO requires the elimination of unauthorized overruns, the applicable Unauthorized Overrun Penalty shall be as set forth in Section 5 of the General Terms and Conditions.

3.45 Fuel Reimbursement.

Shipper shall reimburse Transporter in kind for fuel usage and lost or unaccounted-for gas pursuant to the terms and conditions of the Transportation Agreement.

3.56 Promotional Practices.

Transporter engages in no promotional practices, but has the right to flex its rates (as allowed by the MoPSC) in its sole and complete discretion.

DATE OF ISSUE: March 19, 1996 []EFFECTIVE DATE: April 22, 1996 []ISSUED BY: Richard C. Kroul David J. Ries, President

Missouri Gas Company

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MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE (Cont.)

4. MONTHLY BILL

The Monthly Bill shall be equal to the reservation charge multiplied by the Firm Transportation Quantity, plus the applicable commodity rate multiplied by the volume of natural gas actually delivered by Transporter to Shipper at each Point of Delivery.

5. TRANSPORTER'S RESERVED RIGHT

Transporter reserves the unilateral right from time to time to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Transporter's filings with the MoPSC, and the applicability thereof.

6. TAX ADJUSTMENT

The rates hereunder are subject to the additions of applicable license, occupation, franchise, or other similar taxes or fees imposed by taxing authorities.

DATE OF ISSUE: ~~March 19, 1996~~ []EFFECTIVE DATE: ~~April 22, 1996~~ []ISSUED BY: ~~Richard C. Kroul~~ David J. Ries, President

Missouri Gas Company

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Kansas City St. Peters, MO 6413863376

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 1920 by and between MISSOURI GAS COMPANY, LLC a Missouri corporation Delaware limited liability company ("Transporter"), MGC or Missouri Gas Company and _____, a _____ ("Shipper"),

In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1. Service.

Transporter agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of natural gas up to the following daily quantities (~~Dt~~:Dth/day), which shall constitute the Firm Transportation Quantity: _____ (~~Dt~~:Dth/day). Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Transporter and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

2. Term.

- a. This Agreement shall be effective from the date first stated above. This Agreement shall remain effective for a term of ~~no more than one year~~ less than two (2) years, unless otherwise agreed to by both parties, from the initial date for service and thereafter shall continue in effect until terminated by Transporter or Shipper upon at least six (6) months prior written notice to the other, as of any date not earlier than the date of expiration of the primary term. Upon renewal of this Agreement the Shipper shall be given the opportunity to renominate the level of Firm Transportation Quantity (as defined in Paragraph 1. above).
- b. Notwithstanding the prior provisions of subparagraph (a) hereof, Transporter shall have the right to terminate service hereunder pursuant to any effective provisions for termination of this Agreement by Transporter as stated in the FPTS Rate Schedule or the General Terms and Conditions.

3. Rates and Charges.

- a. For the services provided or contracted for hereunder, Shipper agrees to pay Transporter the then-effective, applicable rates and charges under Transporter's

DATE OF ISSUE: March 10, 1996 []EFFECTIVE DATE: April 22, 1996 []

ISSUED BY: Richard C. Kreul David J. Ries, President
Missouri Gas Company
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Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

FPTS Rate Schedule filed with the Missouri Public Service Commission ("MoPSC"), as such rates and charges in the FPTS Rate Schedule may hereafter be modified, supplemented, superseded or replaced generally, or as to the service hereunder.

- b. From time to time Transporter and Shipper may agree in writing on a discount or reduction of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of the FPTS Rate Schedule and subject to the Regulations and Orders of the MoPSC. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Transporter and Shipper.

4. Fuel Reimbursement.

In addition to collection of the rates and charges provided for in Paragraph 3, Transporter shall retain the percentage as stated on Exhibit A hereto (or succeeding effective percentage) of the quantities delivered to Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

5. General Terms and Conditions.

This Agreement and all terms for service hereunder are subject to the further provisions of the General Terms and Conditions on file with the MoPSC as such may be modified, supplemented, superseded or replaced generally, or as to the service hereunder. Transporter reserves the unilateral right from time to time to file and to make effective any such changes in the provisions of the General Terms and Conditions, subject to the MoPSC's Regulations. Such General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

6. Nominations and Notices.

Periodic scheduling of the quantities of service requested hereunder must be provided by Shipper to Transporter, at the times and according to the procedures specified in Section 3.5 of the General Terms and Conditions (or succeeding effective provisions). Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by certified mail, return receipt requested to the Post Office address of the other, or at such other address as may be designated by formal written notice. Routine communications and bills shall be

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

considered as duly delivered when mailed by certified or ordinary mail or an equivalent. The Post Office addresses of both Transporter and Shipper are as follows:

TRANSPORTER

Payment: Missouri Gas Company
P.O. Box 37138110 Algana Court
Kansas City, MO 64138 St. Peters, MO 63376
Attn: Manager of Accounting Accounts Receivable Department

Scheduling and Notification: Missouri Gas Company
P.O. Box 37138110 Algana Court
Kansas City, MO 64138 St. Peters, MO 63376
Attn: Manager of Transportation Office Manager

All Other: Missouri Gas Company
P.O. Box 37138110 Algana Court
Kansas City, MO 64138 St. Peters, MO 63376
Attn: President

SHIPPER

Billing:

Scheduling and Notification:

All Other:

DATE OF ISSUE: March 19, 1996 []
ISSUED BY: Richard C. Kreul David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

EFFECTIVE DATE: April 22, 1996 []

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL-TRANSPORTATION SERVICE (FPTS) FORM OF TRANSPORTATION AGREEMENT (Cont.)
--

7. Cancellation of Previous Contracts.

This Agreement supersedes, cancels and terminates, as of the date(s) stated below, the following contracts (if any) with respect to the transportation of natural gas between Transporter and Shipper:

8. Succession and Assignments.

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder pursuant to the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the prior written consent of the other.

9. Amendment.

The Agreement may not be amended, modified, altered or changed except by written agreement signed by all parties hereto.

10. Headings.

The headings herein contained are for purposes of identification only and shall not be considered a part of or in construing this Agreement.

11. Governing Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. The parties hereto agree and consent to the jurisdiction and venue of the Federal District Court, Eastern Division, State of Missouri, or the St. Louis County Circuit Court, as the case may be, as the situs for proceeding with any claim or controversy occurring with respect to the subject matter of this Agreement.

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

IN WITNESS WHEREOF, both Transporter and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

MISSOURI GAS COMPANY

By: _____

(Title)

(Seal)

Executed _____, 19__

ATTEST:

By: _____

(Title)

(Shipper)

By: _____

(Title)

(Seal)

Executed _____, 19__

ATTEST:

By: _____

(Title)

DATE OF ISSUE: March 19, 1996

EFFECTIVE DATE: April 22, 1996

ISSUED BY: Richard C. Kreul David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

EXHIBIT A

FIRM SERVICE UNDER FPTS RATE SCHEDULE
TRANSPORTATION AGREEMENT BETWEEN MISSOURI GAS COMPANY, LLC

and _____

Contract Dated: _____ Exhibit A Effective Date: _____

Contract Number: _____ Supersedes Exhibit A Dated: _____

Firm	Transportation	Quantity	(Dt, Dth/Day):
------	----------------	----------	----------------

POINT(S) OF RECEIPT

<u>No.</u>	<u>Received from</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Quantity</u>
------------	----------------------	-----------------	---------------	--------------	-----------------

POINT(S) OF DELIVERY

<u>No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>Fuel %</u>
------------	---------------------	-----------------	---------------	---------------

MISSOURI GAS COMPANY, LLC

By: _____
(Signature of Shipper)

By: _____

(Title)

By: _____
(Title)

DATE OF ISSUE: March 10, 1996
ISSUED BY: Richard C. Kroul David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

EFFECTIVE DATE: April 22, 1996

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS) RATE SCHEDULE
--

1. AVAILABILITY

This Rate Schedule is available for natural gas transportation service performed by Missouri Gas Company (Transporter) under the provisions and guidelines of the Missouri Public Service Commission (MoPSC).

Such transportation service shall be available for any Shipper:

- a. which delivers or causes to be delivered gas to Transporter on a uniform daily basis to the extent practicable for the term of the service for Delivery by Transporter for the account of Shipper; and
- b. provided such transportation will not subject Transporter to regulation by the Federal Energy Regulatory Commission as a "natural gas company" as such term is defined in the Natural Gas Act (15 U.S.C. 717 et. seq.); and
- c. which has executed a Transportation Agreement wherein Transporter has agreed to transport natural gas for Shipper's account up to a specific maximum daily transportation volume. Such Transportation Agreement shall also be subject to the General Terms and Conditions on file with the MoPSC.

2. APPLICABILITY AND CHARACTER OF SERVICE

The interruptible service rendered hereunder is the transportation of natural gas up to the maximum daily volume set out in the Transportation Agreement, subject to the availability of capacity, the General Terms and Conditions and the further provisions of the Transportation Agreement. Transporter is not obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

3.1 Applicable Rate.

The rates and charges for interruptible service under this Rate Schedule shall include the applicable transportation rate component(s) per ~~Dt.~~ Dth, as described in Section 3.1 except for gas-for-gas exchanges involving equal benefits for which there will be no charge.

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICES (IPITS) RATE SCHEDULE (Cont.)
--

- a. For interruptible service hereunder to Fort Leonard Wood, Missouri, the applicable commodity charge per Dt.Dth shall be:

Charge Per Month:

Maximum \$1.15000 per Dt.Dth

Minimum \$0.01000 per Dt.Dth

- b. For interruptible service hereunder to all points between Sullivan, Missouri and (but not including) Fort Leonard Wood, Missouri, the applicable commodity charge per Dt.Dth shall be:

Charge Per Month:

Maximum \$1.37650 per Dt.Dth

Minimum \$0.01000 per Dt.Dth

3.2 Range of Rates.

- a. Unless otherwise agreed upon in writing between Shipper and Transporter, or unless as otherwise set forth herein, the commodity rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate as set out above. In the event an amount less than the applicable Maximum Rate and not less than the applicable Minimum Rate as set out above is agreed upon, such commodity charge shall be applicable prospectively and Transporter shall be responsible for compliance with any reporting requirements prescribed by the MoPSC.

- b. ~~For all Transportation Agreements entered into by Transporter with any affiliate of Transporter after the effective date of tariff sheets having a Date of Issue of January 18, 1995, in those instances in which the term of the Agreement is greater than three (3) months:~~

- ~~(1) The lowest transportation rate charged to an affiliate shall be the maximum rate that can be charged to non-affiliates. Any renegotiation or other type of modification to the rates of any then-effective Transportation Agreement is to be~~

DATE OF ISSUE: ~~March 10, 1996~~ ☐

EFFECTIVE DATE: ~~April 22, 1996~~ ☐

ISSUED BY: ~~Richard C. Kreul~~ David J. Ries, President

Missouri Gas Company

10700 East 350 Hwy, Suite 200A110 Algana Court

Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS) RATE SCHEDULE (Cont.)
--

~~considered an applicable Transportation Agreement for the purpose of setting this maximum rate for non-affiliates.~~

~~(2) Transporter will submit each such Transportation Agreement for Commission approval in those instances in which the rate offered to a non-affiliate is proposed to be greater than any rate offered to any affiliate.~~

~~(3) Transporter will submit a rate comparison for all Transportation Agreements.~~

~~(4) These provisions will be applied to the Transporter's service area and the service area of Missouri Pipeline Company as separate entities and on a separate basis.~~

~~c. If at some point in time the Staff of the Commission determines that the provisions of Section 3.2(b) and Section 12(c) of the General Terms and Conditions are not effective in preventing rate discrimination to non-affiliates, after contacting Transporter, the Staff may file a notice to that effect with the Commission. As a consequence, on the date of such notice filing, said provisions will be terminated and at that point in time the following provisions will automatically replace Section 3.2(b) and Section 12(c) of the General Terms and Conditions with regard to all Transportation Agreements in effect at the time of Staff's filing of said notice with the Commission:~~

~~The transportation rate charged to any affiliate on the Transporter's pipeline pursuant to a Transportation Agreement for a term greater than three (3) months entered into after January 5, 1995 shall be the maximum rate which may be charged to non-affiliates.~~

3.3 Balancing Charges.

If balancing charges are incurred in accordance with Section 2 of the General Terms and Conditions, then such balancing charges shall also be included in the monthly bill to Shipper. Each month any imbalances in excess of the MMIQ may be subject to penalty charges assessed by Transporter according to said Section 4 of the General Terms and Conditions.

DATE OF ISSUE: March 19, 1996 ☐EFFECTIVE DATE: April 22, 1996 ☐

ISSUED BY: Richard C. Kroul David J. Ries, President
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MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL-TRANSPORTATION SERVICE (IPTS) RATE SCHEDULE (Cont.)
--

3.4 Fuel Reimbursement.

Shipper shall reimburse Transporter in kind for fuel usage and lost or unaccounted-for gas pursuant to the terms and conditions of the Transportation Agreement.

3.5 Promotional Practices.

Transporter engages in no promotional practices, but has the right to flex its rates (as allowed by the MoPSC) in its sole and complete discretion.

4. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to the applicable commodity rate multiplied by the volume of natural gas actually delivered by Transporter to Shipper at each Point of Delivery.

5. TRANSPORTER'S RESERVED RIGHT

Transporter reserves the unilateral right from time to time to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Transporter's filings with the MoPSC, and the applicability thereof.

6. TAX ADJUSTMENT

The rates hereunder are subject to the addition of applicable license, occupation, franchise, or other similar taxes or fees imposed by taxing authorities.

DATE OF ISSUE: ~~March 19, 1996~~ EFFECTIVE DATE: ~~April 22, 1996~~

ISSUED BY: ~~Richard C. Kroul~~ David J. Ries, President
Missouri Gas Company
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Kansas City St. Peters, MO 6413863376

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 1920 by and between MISSOURI GAS COMPANY, LLC a Missouri corporation Delaware limited liability company ("Transporter") and _____, a _____ ("Shipper"),

In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1. Service.

- a. Transporter agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a fully interruptible basis, quantities of natural gas up to the following daily quantities (~~Dt.Dth/day~~), which shall constitute the Interruptible Transportation Quantity: _____ (~~Dt.Dth/day~~). Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Transporter and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.
- b. This service is fully interruptible at Transporter's sole discretion. Interruptions of service, in whole or in part, as occasioned by capacity curtailments shall be as necessitated by operational conditions and shall be in accordance with Transporter's good faith interpretations of its General Terms and Conditions and the applicable Regulations and Orders of the Missouri Public Service Commission or successor agency ("MoPSC"). Shipper's sole remedy for such interruptions shall be with the MoPSC and Shipper shall have no private right of action against Transporter under any law or otherwise.

2. Term.

- a. This Agreement shall be effective from the date first stated above. This Agreement shall remain effective for a primary term of no ~~more than one year~~ less than two (2) years from the initial date for service, and shall continue in effect month to month thereafter until terminated by Transporter or Shipper upon at least 30 days prior written notice to the other. However, Shipper may also terminate this Agreement at any time during the primary term upon 30 days prior written notice to Transporter. Upon renewal of this Agreement the Shipper Shall be given the opportunity to renominate the level of Interruptible Transportation Quantity (as defined in Paragraph 1. above).

DATE OF ISSUE: March 10, 1996 ☐EFFECTIVE DATE: April 22, 1996 ☐

ISSUED BY: Richard C. Kreul David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS) FORM OF TRANSPORTATION AGREEMENT (Cont.)

- b. Notwithstanding the prior provisions of subparagraph (a) hereof, Transporter shall have the right to terminate service hereunder pursuant to any effective provisions for termination of this Agreement by Transporter as stated in the IPTS Rate Schedule or the General Terms and Conditions.

3. Rates and Charges.

- a. For the services provided or contracted for hereunder, Shipper agrees to pay Transporter the then-effective, applicable rates and charges under Transporter's IPTS Rate Schedule filed with the MoPSC, as such rates and charges in the IPTS Rate Schedule may hereafter be modified, supplemented, superseded or replaced generally, or as to the service hereunder.
- b. From time to time Transporter and Shipper may agree in writing on a discount or reduction of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of the IPTS Rate Schedule and subject to the Regulations and Orders of the MoPSC. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Transporter and Shipper.

4. Fuel Reimbursement.

In addition to collection of the rates and charges provided for in Paragraph 3, Transporter shall retain the percentage as stated on Exhibit A hereto (or succeeding effective percentage) of the quantities delivered to Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

5. General Terms and Conditions.

This Agreement and all terms for service hereunder are subject to the further provisions of the General Terms and Conditions as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Transporter reserves the unilateral right from time to time to file and to make effective any such changes in the provisions of the General Terms and Conditions, subject to the MoPSC's Regulations. Such General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: ~~All Delivery Points~~

INTERRUPTIBLE ~~PROVISIONAL~~ TRANSPORTATION SERVICE (IPT~~S~~ITS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

6. Nominations and Notices.

Periodic scheduling of the quantities of service requested hereunder must be provided by Shipper to Transporter, at the times and according to the procedures specified in Section 3 of the General Terms and Conditions (or succeeding effective provisions). Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by certified mail, return receipt requested to the Post Office address of the other, or at such other address as may be designated by formal written notice. Routine communications and bills shall be considered as duly delivered when mailed by certified or ordinary mail or an equivalent. The Post Office addresses of both Transporter and Shipper are as follows:

TRANSPORTER

Payment:

Missouri Gas Company
~~P.O. Box 37138~~ 110 Algana Court
~~Kansas City, MO 64138~~ St. Peters, MO 63376
Attn: ~~Manager of Accounting~~ Accounts Receivable Department

Scheduling and Notification:

Missouri Gas Company
~~P.O. Box 37138~~ 110 Algana Court
~~Kansas City, MO 64138~~ St. Peters, MO 63376
Attn: ~~Manager of Transportation~~ Office Manager

All Other:

Missouri Gas Company
~~P.O. Box 37138~~ 110 Algana Court
~~Kansas City, MO 64138~~ St. Peters, MO 63376
Attn: President

SHIPPER

Billing:

Scheduling and Notification:

All Other:

DATE OF ISSUE: ~~March 10, 1996~~ 1
ISSUED BY: ~~Richard C. Kroul~~ David J. Ries, President
Missouri Gas Company
~~10700 East 350 Hwy, Suite 200A~~ 110 Algana Court
~~Kansas City~~ St. Peters, MO 64138 63376

EFFECTIVE DATE: ~~April 22, 1996~~ 1Unofficial copy via www.energyone.com

MISSOURI GAS COMPANY

FOR: ~~All Delivery Points~~

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS) FORM OF TRANSPORTATION AGREEMENT (Cont.)
--

7. Cancellation of Previous Contracts.

This Agreement supersedes, cancels and terminates, as of the date(s) stated below, the following contracts (if any) with respect to the transportation of natural gas between Transporter and Shipper:

8. Succession and Assignments.

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder pursuant to the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the prior written consent of the other.

9. Amendment.

The Agreement may not be amended, modified, altered or changed except by written agreement signed by all parties hereto.

10. Headings.

The headings herein contained are for purposes of identification only and shall not be considered a part of or used in construing this Agreement.

11. Governing Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. The parties hereto agree and consent to the jurisdiction and venue of the Federal District Court, Eastern Division, State of Missouri, or the St. Louis County Circuit Court, as the case may be, as the situs for proceeding with any claim or controversy occurring with respect to the subject matter of this Agreement.

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE ~~PROVISIONAL~~ TRANSPORTATION SERVICE (IPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

IN WITNESS WHEREOF, both Transporter and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

MISSOURI GAS COMPANY, LLC

By: _____

(Title)

(Seal)

Executed _____, 19__

ATTEST:

By: _____

(Title)

(Shipper)

By: _____

(Title)

(Seal)

Executed _____, 19__

ATTEST:

By: _____

(Title)

DATE OF ISSUE: March 19, 1996 []EFFECTIVE DATE: April 22, 1996 []ISSUED BY: Richard C. Kreul David J. Ries, President

Missouri Gas Company

40700 East 350 Hwy, Suite 200A110 Algana Court

Kansas City St. Peters, MO 6413863376

Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

MISSOURI GAS COMPANY

FOR: All Delivery Points

INTERRUPTIBLE ~~PROVISIONAL~~ TRANSPORTATION SERVICE (IPTS)
FORM OF TRANSPORTATION AGREEMENT (Cont.)

EXHIBIT A

INTERRUPTIBLE SERVICE UNDER IPTS RATE SCHEDULE
TRANSPORTATION AGREEMENT BETWEEN MISSOURI GAS COMPANY, LLC

and _____

Contract Dated: _____ Exhibit A Effective Date: _____

Contract Number: _____ Supersedes Exhibit A Dated: _____

Interruptible Transportation Quantity (Dt. Dth/Day): _____

POINT(S) OF RECEIPT

<u>No.</u>	<u>Received from</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Quantity</u>
------------	----------------------	-----------------	---------------	--------------	-----------------

POINT(S) OF DELIVERY

<u>No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>Fuel %</u>
------------	---------------------	-----------------	---------------	---------------

MISSOURI GAS COMPANY, LLC

By: _____
(Signature of Shipper)

By: _____

(Title)

By: _____
(Title)

DATE OF ISSUE: March 19, 1996 []
ISSUED BY: Richard C. Krou David J. Ries, President
Missouri Gas Company
40700 East 350 Hwy, Suite 200A 110 Algana Court
Kansas City St. Peters, MO 64138 63376

EFFECTIVE DATE: April 22, 1996 []

Cancelling P.S.C. MO. No. 2 (ORIGINAL)
26SHEET NO.

MISSOURI GAS COMPANY	GENERAL TERMS AND CONDITIONS General Terms and Conditions	FOR: All Delivery Points
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The following General Terms and Conditions are applicable for all service provided under the jurisdiction of the MoPSC.

1. Definitions.

- a. Day shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 A.M. Central Time. The reference date for any day shall be the date of the beginning of such day. ("Months" and "years" shall also commence at 9:00 A.M.)
- b. Transportation shall mean exchange, backhaul, displacement, or any other method of transporting gas.
- c. MoPSC shall mean the Missouri Public Service Commission or any successor regulatory agency.
- d. Point of Receipt shall be at the inlet side of Transporter's facilities at the point(s) of interconnection between the facilities of Transporter and those of Shipper or Shipper's designee, as set forth in the Transportation Agreement.
- e. Point of Delivery shall be the outlet side of Transporter's facilities at the point(s) of interconnection between the facilities of Transporter and those of Shipper or Shipper's designee or other such mutually agreeable point(s) as set forth in the Transportation Agreement.
- f. Dekatherm (Dk.Dth) shall mean one thousand cubic feet of gas (Mcf) with a heat content of 1000 Btu per cubic foot on a measurement basis specified under Section 4 of these General Terms and Conditions and based on the same pressure base as the volumes.
- g. Electronic Gas Measurement (EGM) shall mean that form of Measurement Equipment herein which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to accomplish gas measurement and transfer of data, without the use of charts.

2. Conditions of Receipt and Delivery.

- a. All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner. Similarly situated Shippers shall not be treated in a discriminatory manner by Transporter.

DATE OF ISSUE: June 25, 1997
ISSUED BY: Richard C. Krou David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

EFFECTIVE DATE: July 25, 1997

MISSOURI GAS COMPANY

FOR: All Delivery Points

- b. Transporter will provide nondiscriminatory access to all sources of supply in accordance with any applicable regulations and will not give undue preference to certain Shippers in scheduling, transportation, or curtailment priority.
- c. Deliveries of Gas by Transporter to, or for the account of, any Shipper are absolutely dependent upon confirmed receipts of Gas, scheduled for delivery or provided for under any Rate Schedule hereto. Transporter shall, in no circumstances, be obligated to deliver any Quantities of Gas for which the Thermal Equivalent, adjusted for Fuel Reimbursement, has not been received by Transporter for service under any Service Agreement.
- d. Transporter and Shipper, by mutual agreement, shall establish the date of commencement of receipt and delivery of Gas hereunder.
- e. Receipts and deliveries of Gas hereunder shall be at uniform hourly rates of flow unless otherwise provided pursuant to the Rate Schedule under which Shipper is receiving service. If the Quantities of Gas received and delivered are not in balance on any particular Day such imbalance shall be corrected by Shipper as promptly as is reasonably consistent with operating conditions.
- f. Unless otherwise agreed to in writing by Transporter and Shipper, deliveries of Gas at a Point of Delivery shall be at such pressure as may exist in Transporter's pipeline at such point.
- g. Gas received shall be merchantable natural gas; shall be free of water and hydrocarbons in liquid form; shall contain not more than 7 pounds of water vapor per MMcf, 1.0 grain of hydrogen sulphide and 20 grains of total sulphur per 100 cubic feet, 2% of carbon dioxide and 3% of nitrogen (by volume), and 50 parts per million of oxygen; and shall not exceed 120° Fahrenheit in temperature. The gas shall have a total or gross heating value of not less than nine hundred fifty (950) Btu and not more than one thousand one hundred (1100) Btu per cubic foot at the Point of Receipt. Transporter shall not be obligated to accept gas for transportation which does not meet these quality provisions.
- h. Deliveries of Gas at the Point of Receipt shall be at a pressure sufficient to enter Transporter's pipeline system at such point.

MISSOURI GAS COMPANY FOR: All Delivery Points
i. Unless otherwise agreed to in writing by Transporter, Shipper shall be responsible for upstream and downstream transportation and Storage arrangements. To the extent Shipper's upstream or downstream transporters do not deliver or receive Gas for any reason, Transporter shall not be obligated to receive or deliver Gas.

j. If a Shipper is unable to accept Quantities of Gas tendered at the Point(s) of Delivery on any Day, then Transporter shall not be obligated to receive Gas at the Point(s) of Receipt on such Day.

k. Should Shipper be unable to provide Quantities of Gas scheduled at the Point(s) of Receipt on any Day, then Transporter shall not be obligated to deliver Gas at the Point(s) of Delivery on such Day.

l. Transporter shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at any Point of Receipt, and that Transporter's sole obligation is to deliver the Thermal Equivalent of Quantities of Gas received, adjusted for Fuel Reimbursement.

ml. Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, based on the best information available to Shipper. Transporter shall make available to Shipper information regarding daily receipts and daily deliveries based on the best operating information (hereinafter called Operating Data) available to Transporter and shall make such information available to all parties to the transaction. MGC shall make Operating Data available within one Business Day following the conclusion of the Production Day for meters equipped with EGM.

n. If, at any time Shipper's receipt nominations and receipt actuals or delivery nominations and delivery actuals for any contract are out of balance by the greater of 1,000 Dth, or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Transporter shall be entitled, upon notice to Shipper, to adjust Shipper's nominations to bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Transporter shall be entitled, upon notice to Shipper, to adjust Shipper's nominations for the affected contracts to bring them into balance. Transporter's entitlement to adjust Shipper's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

3. Allocation of Deliveries.

DATE OF ISSUE: June 25, 1997 []
ISSUED BY: Richard C. Kroul David J. Ries, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

EFFECTIVE DATE: July 25, 1997 []

MISSOURI GAS COMPANY

FOR: All Delivery Points

Quantities of Gas delivered at any Point of Delivery on any Day shall be allocated pursuant to the allocation methodology as described herein. Shipper shall cause its Customers at their Points of Delivery with two or more confirmed nominations to agree in writing to a predetermined daily allocation methodology for measured Quantities of Gas (based on scheduled nominations) before the start of the Day. In the event the parties cannot agree on alternative allocation the party taking physical receipt of the Gas will be accountable for all imbalances for confirmed nominations through the Delivery Point as the default method.

4. Balancing Charges

If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for Fuel Reimbursement, and Quantities of Gas delivered, the following charges shall apply to imbalances in such Quantities, unless otherwise agreed to in writing.

a. Firm Service Monthly Contract Balancing

For the purposes of this Section 4(a), Maximum Monthly Imbalance Quantity (MMIQ) shall be established as a product of 1.5 times the Maximum Daily Quantity (MDQ) under a firm Transportation Agreement or 1,000 Dth, whichever is greater.

Each Month, Transporter shall determine for each Shipper receiving service the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with Section 4(d). The resulting excess receipts and deliveries shall be handled as follows:

(i) Excess Receipts.

When actual receipts, adjusted for Fuel Reimbursement, exceed actual deliveries, the excess shall be applied to any prior accumulated imbalance due MGC first. If receipts still exceed deliveries, then an imbalance due Shipper shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be assessed a penalty by Transporter to Shipper according to the following schedule:

<u>Percentage</u>	<u>Penalty Amount</u>
<u>Imbalance Level</u>	
<u>in Excess of MMIQ</u>	
<u>0% - 5%</u>	<u>10% x Spot Price</u>
<u>> 5% - 10%</u>	<u>20% x Spot Price</u>
<u>>10% - 15%</u>	<u>30% x Spot Price</u>
<u>>15% - 20%</u>	<u>40% x Spot Price</u>
<u>>20%</u>	<u>50% x Spot Price</u>

DATE OF ISSUE: June 25, 1997[]

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ISSUED BY: Richard C. Kroul David J. Ries, President

Missouri Gas Company

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Kansas CitySt. Peters, MO 6413863376

MISSOURI GAS COMPANY

FOR: All Delivery Points

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual Quantity of Gas received during the Month unless the percentage imbalance level would be lower if calculated using Operating Data provided pursuant to Section 4 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such Operating Data.

(ii) Excess Deliveries.

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, the excess shall be applied to any prior accumulated imbalance due Shipper first. If deliveries still exceed receipts, then an imbalance due MGC shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be assessed a penalty by Transporter to Shipper according to the following schedule:

<u>Percentage Imbalance Level</u>	<u>Penalty Amount</u>
<u>in Excess of MMIQ</u>	
<u>0% - 5%</u>	<u>10% x Spot Price</u>
<u>> 5% - 10%</u>	<u>20% x Spot Price</u>
<u>>10% - 15%</u>	<u>30% x Spot Price</u>
<u>>15% - 20%</u>	<u>40% x Spot Price</u>
<u>>20%</u>	<u>50% x Spot Price</u>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual Quantity of Gas delivered during the Month unless the percentage imbalance level would be lower if calculated using Operating Data provided pursuant to Section 4 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such Operating Data.

b. Interruptible Service Monthly Contract Balancing

For the purposes of this Section 4(b), the Maximum Monthly Imbalance Quantity (MMIQ) shall be established as the product of 0.10 times the actual volumes delivered under an interruptible Transportation Agreement for the Month, or 1,000 Dth, whichever is greater.

Each Month, Transporter shall determine for each Shipper receiving service under Rate Schedules or FTS, or ITS the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with this Section 4(b) of these General Terms and Conditions. The resulting excess receipts and deliveries shall be handled as follows:

MISSOURI GAS COMPANY
(i) Excess Receipts.

FOR: All Delivery Points

When actual receipts, adjusted for Fuel Reimbursement exceed actual deliveries, an imbalance due Shipper shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be assessed a penalty by Transporter to Shipper according to the following schedule.

<u>Percentage</u> <u>Imbalance Level</u>	<u>Penalty Amount</u>
<u>in Excess of MMIQ</u>	
<u>0% - 5%</u>	<u>10% x Spot Price</u>
<u>> 5% - 10%</u>	<u>20% x Spot Price</u>
<u>>10% - 15%</u>	<u>30% x Spot Price</u>
<u>>15% - 20%</u>	<u>40% x Spot Price</u>
<u>>20%</u>	<u>50% x Spot Price</u>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas received unless the percentage imbalance level would be lower if calculated using Operating Data provided pursuant to Section 4 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such Operating Data. Any FTS or ITS excess receipts up to the MMIQ must be nominated and scheduled to be transported during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be assessed a penalty by Transporter to Shipper at the 0-5% Percentage Imbalance Level in Excess of MMIQ, as if it were in excess of the MMIQ.

(ii) Excess Deliveries.

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, an imbalance due Transporter shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall assessed a penalty by Transporter to Shipper according to the following schedule:

<u>Percentage</u> <u>Imbalance Level</u>	<u>Penalty Amount</u>
<u>in Excess of MMIQ</u>	
<u>0% - 5%</u>	<u>10% x Spot Price</u>
<u>> 5% - 10%</u>	<u>20% x Spot Price</u>
<u>>10% - 15%</u>	<u>30% x Spot Price</u>
<u>>15% - 20%</u>	<u>40% x Spot Price</u>
<u>>20%</u>	<u>50% x Spot Price</u>

MISSOURI GAS COMPANY

FOR: All Delivery Points

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas delivered unless the percentage imbalance level would be lower if calculated using Operating Data provided pursuant to Section 4 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such Operating Data. Any FTS or ITS excess deliveries up to the MMIQ must be nominated and scheduled to be received by Transporter from Shipper during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be assessed a penalty by Transporter to Shipper at the 0-5% Percentage Imbalance Level in Excess of MMIQ, as if it were in excess of the MMIQ.

c. Spot Price Calculation

For excess receipts and excess deliveries under Sections 4(a) and 4(b) herein, the Spot Price shall be the average of the published Chicago city gate Gas price for Gas delivered to Chicago area local distribution companies for deliveries during the applicable Month in which the imbalance occurred, (as described as the first day of the month prices for the month after the imbalance occurred), contained in the first issue of Inside FERC or Gas Daily (at Transporter's discretion) published the following month. If the reported price referenced above is not published for the Month required, Transporter shall determine the Spot Price using another publication that publishes the spot price for Gas.

d. Minimization of Imbalances for Transportation Agreements

In order to minimize the quantity of excess receipts and excess deliveries pursuant to Sections 4(a) and 4(b) above, the total quantity of Gas received and delivered under the Shipper's Transportation Agreements shall be netted and excess receipts or excess deliveries shall be determined only after such netting. Such netting of contract imbalances does not relieve the Shipper of the obligation to pay all applicable transportation charges for the Quantity of Gas actually delivered to Shipper during the Month.

e. All excess receipts and excess deliveries pursuant to this Section 4 shall be deemed to take place on the first Day of the Month following the accumulation of the applicable imbalance. Settlement of accounts for any applicable penalties shall be made with the Monthly bill, for the Month in which the applicable imbalance accumulated.**5. Operational Flow Orders.**

MISSOURI GAS COMPANY
a. Conditions for the Issuance of an Operational Flow Order

FOR: All Delivery Points

Transporter will have the right to issue an Operational Flow Order (OFO) when, in Transporter's reasonable judgment, such OFO is required to alleviate conditions which threaten or could threaten system integrity, safety or reliability of service or to ensure Shipper(s) compliance with the provisions contained in this Tariff. An OFO may be issued to a particular Shipper(s) creating the need for the OFO or to Shippers on all or part of the system, when in the absence of such Shipper(s) action(s), an OFO would not be required. When an OFO is issued, Transporter will endeavor to minimize the Shippers and Quantities affected.

b. Circumstances Under Which an OFO May Be Issued

Transporter may issue an OFO in any circumstance which would, in Transporter's reasonable judgment, impair Transporter's ability to receive or deliver Quantities of Gas in accordance with its service obligations, including:

- (i) operating pressures on the affected portion of the system are significantly less than or greater than normal system operating pressures despite Transporter's efforts to maintain normal pressures and a further decline or increase in operating pressures would impair Transporter's ability to receive or deliver scheduled Quantities of Gas;
- (ii) a Shipper fails to maintain receipts or deliveries as required in this tariff;
- (iii) unscheduled pipeline maintenance and repairs affect capacity;
- (iv) wells or pipelines or other essential equipment freeze to the extent that such freezing damages or destroys or otherwise impairs Transporter's essential facilities or ability to monitor and control essential facilities or results in the loss of supplies of natural gas from other pipelines, Transporter's storage facilities or producers of Gas;
- (v) a loss of Gas supply from producers, storage providers or other suppliers reduces pressure of supplies available for delivery;
- (vi) federal or state rules, regulations, orders, such as safety inspection orders and environmental safety orders, require Transporter to reduce operating pressures in, or remove from service, a portion of Transporter's system facilities;
- (vii) a mechanical or physical failure affects Transporter's ability to deliver or receive gas or operate storage, including, but not limited to, pipeline failure, compressor failure, regulator failure, or other similar mechanical or physical failure;
- (viii) a partial or total failure of electronic and communications systems impairs Transporter's ability to monitor or control Transporter's system;

MISSOURI GAS COMPANY (ix) external operations, including but not limited to highway construction, require FOR: All Delivery Points
Transporter to reduce operating pressures in, or remove from service, a
portion of Transporter's system facilities; or
(x) a Shipper's failure to comply with the Transporter's Gas tariff.

c. Remedial Actions to Be Taken Before Issuing an OFO

Prior to issuing an OFO, Transporter will take all reasonable actions to minimize the
issuance and adverse consequences of the OFO. These actions may include, but
are not limited to, requiring firm shippers to utilize primary Points of Receipt and
Delivery and compliance with the provisions of this Tariff and the Service
Agreement.

d. Notice

Transporter will provide as much advance notice of an OFO as is possible in the
circumstances. Ordinarily, the notice will be issued by 11:30 a.m. CT on the Day
before the OFO is to be effective. The OFO will ordinarily become effective on the
commencement of the Day. When an OFO becomes effective at any time other than
the commencement of any Day, Shippers will use their best efforts to comply with
the OFO as soon as possible. MGC shall issue notice of an OFO by notifying the
affected Shipper(s) by telephone, facsimile or via e-mail communication. Each
notice will provide the time and date of issuance of the OFO, the time the OFO is to
become effective, the time the OFO is expected to remain in effect, the action
required to be taken by the Shipper(s).

e. Remedial Action to Be Taken

The OFO shall require the Shipper(s) subject to the OFO to take such action(s) or
refrain from such action(s) as necessary to alleviate the conditions identified in the
Notice. These actions include, but are not limited to, the elimination of Unauthorized
Overruns and the reduction of scheduling variances. If the OFO requires the
elimination of Unauthorized Overruns and the reduction of scheduling variances,
the OFO shall reduce the daily tolerance level for Unauthorized Overruns to zero
and shall reduce the tolerance level for scheduling variances to 5% and require
Shipper(s) to maintain scheduling variances to the tolerance level stated in the
notice.

f. Penalties for Noncompliance with OFO

Without releasing Shipper's obligation to balance all quantities as described in
these Terms and Conditions, if a Shipper does not comply with the OFO, then:

MISSOURI GAS COMPANY ~~FOR: All Delivery Points~~
 (i) for an OFO requiring Shipper(s) to reduce scheduling variances, Shipper shall pay a penalty for variances in excess of the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, City gates-Chicago LDCs or City gates – Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Daily Scheduling Charges are incurred, or (b) the following:

Variance	Penalty Amount
0-5%	\$50.00 per Dth
>5% - 10%	\$100.00 per Dth.
>10% - 15%	\$150.00 per Dth.
>15% - 50%	\$200.00 per Dth.
>50%	\$250.00 per Dth.

(ii) for an OFO requiring Shipper(s) to eliminate Unauthorized Overruns, Shipper shall pay a penalty for all Quantities taken in excess of the reduced daily tolerance of zero, the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, City gates – Chicago LDCs or City gates – Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred, or (b) the following:

Overrun	Penalty Amount
0% - 5%	\$50.00 per Dth.
> 5% - 10%	\$100.00 per Dth.
>10% - 15%	\$150.00 per Dth.
>15% - 50%	\$200.00 per Dth.
>50%	\$250.00 per Dth.

The above overrun tiers shall be determined by comparing the aggregate amount of contract entitlement nominated to a Point of Delivery with the Aggregated amount of Gas flowing through such Point of Delivery. It shall be the responsibility of the meter operator at a Point of Delivery to provide in writing to MGC an allocation by contract of the gas flowing through such meter.

If a Shipper takes Quantities of Gas in excess of MDQ which cause a Shipper to incur a penalty under this Section 5.e.(ii), such Quantities of Gas will not be considered in any calculation of an otherwise applicable penalty pursuant to Section 5.e.(i).

For purposes of calculating the Unauthorized Overrun Penalty under this Section 5.e, a Shipper shall be permitted to aggregate the MDQs of its firm Transportation Agreements at a designated Point of Delivery. For purposes of aggregation under this Section 5.e, Shipper shall have scheduled

MISSOURI GAS COMPANY quantities under the firm Transportation Agreements to be aggregated to no other Point of Delivery. FOR: All Delivery Points

- (iii) for any other OFO, Shipper shall pay a penalty for all Quantities tendered or taken in violation of the OFO, two (2) times the greater of the highest daily price published in Gas Daily, Daily Price Survey, City gates – Chicago LDCs or City gates – Mich.-Mich Con for the day (Saturday and Sunday shall be the preceding Friday price) that OFO penalties are incurred.

g. Indemnification

Compliance with an OFO and the other terms and conditions of Transporter's Gas Tariff is essential to Transporter's ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers to comply with an OFO may affect MGC's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Transporter will have no liability or responsibility for its inability to provide deliveries and services to any Shipper failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s) failing to comply with Transporter's Gas Tariff and in particular the provisions of this Section 5 against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Transporter's negligence, bad faith or willful misconduct.

6. Credit Back of Penalties in Excess of Costs

- a. This Section 6.a of the General Terms and Conditions sets forth the procedures under which Transporter will flow through to Firm Shippers any excess of revenues received under Sections 4 and 5 of the General Terms and Conditions (Excess Revenues) over the prudently incurred costs of collecting and monitoring said revenues (Costs).
- b. By March 31 of each calendar year, Transporter shall credit back to all non-offending Firm Shippers all Excess Revenues less Costs with said credit being applied to said non-offending Firm Shippers' bills delivered by Transporter in April of each such year. For purposes herein the non-offending Firm Shipper shall mean any Firm Shipper of Transporter for the immediately preceding calendar year which did not incur the obligation to pay penalties or charges to Shipper under Sections 4 and 5 of the General Terms and Conditions.

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C. The credit back to the non-offending Firm Shippers shall be prorated among all non-offending Firm Shippers for the subject preceding calendar year, with each receiving a portion of the Excess Revenues (less Costs), as follows:

Amount of credit shall equal the amount of non-offending Firm Shipper's annual firm capacity on Transporter, divided by the total annual firm capacity sold by Transporter during such calendar year not including any offending Shipper's firm capacity multiplied by the sum of Excess Revenues less costs.

The fraction may never exceed 1/1. Any Firm Capacity not held all calendar year shall be prorated in both the denominator and numerator.

Transporter and Shipper shall, by mutual agreement, establish the date of commencement of receipt and delivery of gas hereunder.

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b. ~~Receipts and deliveries of gas hereunder shall be at uniform hourly and daily rates of flow as nearly as practicable. If, due to operating conditions, the quantities of gas received and delivered are not in balance on any one particular day, such imbalance shall be corrected as promptly as is consistent with operating conditions.~~

c. ~~Each month, Transporter shall calculate the actual quantity of gas transported by Shipper. Shipper shall be responsible for maintaining a balance between quantities of gas received and quantities of gas delivered, adjusted for appropriate Fuel Reimbursement, as explained herein. For the purposes of this provision, an "Accumulated Imbalance" shall mean the cumulative difference between receipts and deliveries under the Transportation Agreement since the date of initial service; "Tolerance Level" shall mean the greater of 50 Dt. or ten percent (10%) of the total volume of gas delivered by Transporter to Shipper during each month of service; "Imbalance Penalty Quantity" shall mean the Accumulated Imbalance in excess of the Tolerance Level. If, at the end of each month of service, Shipper shall have an Accumulated Imbalance in excess of the Tolerance Level, Transporter shall apply a balancing charge upon the Imbalance Penalty Quantity in the following manner:~~

(1) ~~Transporter shall notify Shipper of any Accumulated Imbalance including any Imbalance Penalty Quantity with the monthly billing pursuant to Section 6(a) of the General Terms and Conditions. In the event that Shipper does not reduce the Accumulated Imbalance to within the Tolerance Level within 45 days from the date Shipper was notified, Transporter shall charge Shipper in the next monthly billing pursuant to Section 6(a) of the General Terms and Conditions an additional charge of \$1.00 per Dt. multiplied by the Imbalance Penalty Quantity during each month following such 45-day notice period that an Accumulated Imbalance exists that exceeds the Tolerance Level. This balancing charge will be assessed each month until the imbalance is corrected in accordance with this provision, and subsequently at any time and from time to time that an Accumulated Imbalance has occurred under the Transportation Agreement.~~

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~~(2) Upon termination of transportation service, Shipper will balance any final imbalance within 60 days of the date that Transporter notifies Shipper of any final imbalance. If, at the end of such final balancing period Shipper has a positive imbalance and has not scheduled the delivery of said volumes with Transporter, Transporter will retain those quantities free and clear of any adverse claims. If, at the end of such final balancing period, Shipper owes Transporter quantities of gas which Shipper has not delivered, Shipper will pay to Transporter an amount equal to the monthly index price as published in Inside FERC Gas Report for Panhandle Eastern wellhead supplies for the month after service was terminated, multiplied by 1.5, per Dt.~~

~~(3) This balancing charge shall not apply in the period of time that such charge accrues as a direct consequence of any act or failure to act by Transporter, the failure of any facility under Transporter's control, or an event of force majeure as defined in Section 11 of these General Terms and Conditions.~~

~~d. Should Shipper be unable to accept the volume tendered at the Point of Delivery on any day(s), then Transporter may refuse to receive gas at the Point of Receipt on such day(s).~~

~~e. Deliveries of gas at the Point of Receipt shall be at a pressure sufficient to enter Transporter's pipeline system at such point. Deliveries of gas at the Point of Delivery shall be at such pressure as may exist in Transporter's pipeline at such point from time to time. Gas received shall be merchantable natural gas; shall be free of water and hydrocarbons in liquid form; shall contain not more than 7 pounds of water vapor per MMcf, 1.0 grain of hydrogen sulphide and 20 grains of total sulphur per 100 cubic feet, 2% of carbon dioxide and 3% of nitrogen (by volume), and 50 parts per million of oxygen; and shall not exceed 120° Fahrenheit in temperature. The gas shall have a total or gross heating value of not less than nine hundred fifty (950) Btu and not more than one thousand two hundred (1200) Btu per cubic foot at the Point of Receipt. Transporter shall not be obligated to accept gas for transportation which does not meet these quality~~

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ISSUED BY: ~~Richard C. Kroul~~ David J. Ries, President
Missouri Gas Company
40700 East 350 Hwy, Suite 200A110 Algana Court
Kansas City St. Peters, MO 6413863376

MISSOURI GAS COMPANY	GENERAL TERMS AND CONDITIONS (Cont.)	FOR: All Delivery Points
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~~provisions. Gas delivered shall conform to the quality provisions of the effective General Terms and Conditions of Transporter's MoPSC Gas Tariff applicable to transportation, if any.~~

~~f. Transporter shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered will not be the same molecules as those received at the Point of Receipt.~~

37. Scheduling and Notification.

a. Shipper shall furnish or cause to be furnished to Transporter schedules showing quantities to be received and delivered by Transporter, by individual Point of Receipt and individual Point of Delivery, as required below. Such schedules should reflect any imbalance, estimates of imbalance, makeup quantities, scheduled daily variations, and should separately identify the Btu content.

(4i) On or before the 2nd business day prior to the first day of each month in which gas is to be tendered by Shipper to Transporter (Nomination Date), by 10:00 a.m. Shipper shall be obligated to deliver to Transporter a written nomination schedule showing the estimated daily quantity of gas which Shipper desires Transporter to transport during the month, conforming to the format above.

(2ii) Should Shipper fail to provide this nomination on or before the Nomination Date, Transporter may deem the Shipper's nomination to be zero (0).

(3iii) Transporter shall have the right to refuse to receive or deliver any gas not timely and properly scheduled. Shipper shall indemnify and hold Transporter harmless from and Transporter shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal.

(4iv) Shipper shall notify Transporter before 10:00 A.M., one business day prior to any proposed change of a daily quantity from that set forth in the nomination provided for in subparagraph (4i). Daily changes in

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nominations shall be made only as necessitated by operating conditions not reasonably foreseeable at the time such schedules were tendered. Shipper shall immediately inform Transporter of any other changes in volumes tendered for receipt or delivery.

- b. At any time, if Notice is provided in writing, Shipper may change the person designated under Section 9(b)(7) its Transportation Agreement herein to provide the notification information set forth in this section to Transporter. If Shipper designates another person to provide this information, Transporter shall be entitled to rely on the scheduling previously provided by Shipper unless and until Transporter receives written notice to the contrary.
- c. Shipper will comply with reasonable requests by Transporter for additional information which Transporter believes is necessary to perform service hereunder or to comply with the valid reporting or other requirements of the MoPSC or other regulatory agencies having jurisdiction.
- d. The volumes nominated for transportation by all Shippers in any month shall be scheduled by Transporter for receipt and delivery in the following order: firm transportation service; interruptible transportation service charged the applicable maximum effective rate; and interruptible transportation service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate. Within each of these categories, transportation shall be scheduled, to the extent practicable, to maintain the existing volumes of service to each Shipper. As capacity becomes available, requests in the Queue established according to Section 40-14 will become eligible for scheduling pursuant to this Section 37.

48. Measurement.

- a. Quantities delivered hereunder at each Point of Receipt and Point of Delivery will be determined by either the Transporter or Shipper responsible for measurement at such point, as listed on Exhibit A of the Transportation Agreement. The heating value, specific gravity and supercompressibility (Mol percent of nitrogen and carbon dioxide) values of the gas shall be determined at the beginning of receipt and delivery and annually thereafter, or at more frequent intervals as may be found necessary in practice. Water content shall be determined at intervals as found necessary in practice.

MISSOURI GAS COMPANY

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- b. Such measurement, both volumetric and thermal, shall be at a temperature of 60° Fahrenheit and at a pressure of 14.73 psia, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report and any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used, and in accordance with generally accepted industry practices, as mutually agreed upon, if positive or turbine meters are used. The Btu content (~~MMBtu~~ per Dth) shall be determined by taking the arithmetic average of the heating value as recorded by recording calorimeter ~~chromatograph~~ or other method of determination generally accepted in the industry. Flowing temperature shall be determined by a recording thermometer.
- c. All measuring stations shall be acceptable to Transporter and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.
- d. Either Transporter or Shipper may witness the installation or maintenance of the other's equipment. Neither Transporter nor Shipper shall be required to verify accuracy more often than once during any 30-day period. If, upon test, accuracy is found to be within 2% by Volume (chromatograph/calorimeter within 0.5%), such equipment shall be assumed to be accurate. Any error exceeding these percentages will require correction to zero error of previous recordings back to the date error began. If beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed 16 days.

59. Responsibility During Transportation.

Transporter shall be deemed to be in control and possession of the gas transported hereunder only after the gas is received at the Point of Receipt, and before it is delivered at the Point of Delivery. Shipper shall be deemed to be in control and possession at all other times. The party, whether Transporter or Shipper, deemed to be in control and possession of the gas will be responsible for and shall indemnify the other party with respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the gas is in its possession.

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6.10. Statements and Payments.

- a. Transporter shall send to Shipper, on or before the 10th day of each month, a billing of charges for service rendered in the preceding month. Such charges may be based on estimated quantities if actual quantities are unavailable in time to prepare the billing. In that event, Transporter shall provide, in the succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities.
- b. Shipper shall pay Transporter within 10 business days from the date on which the bill is sent for all charges billed in accordance with the provisions of this Rate Schedule. Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an annual rate equal to the lower of the current prime interest rate of ~~Mercantile Bank, N.A.~~ United Missouri Bank (or any successor) plus two percent (2%), or the highest rate allowed by law, from the due date until date of payment. If such failure to pay continues for 30 days after payment is due, then Transporter, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas until such amount is paid.
- c. In the event that an error is discovered in the amount billed or paid hereunder, such error shall be adjusted within 30 days of the determination thereof, provided that claim therefore shall have been made within 60 days from the date of discovery of such error, but in any event within 12 months from the date of the applicable statement.
- d. Shipper agrees to reimburse Transporter for all filing or other fees incurred by Transporter in connection with this Transportation service, which fees Transporter is obligated to pay to the MoPSC or to any other governmental authority having jurisdiction. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, receiving or delivering gas, however such fees or charges are measured.
- e. Shipper will reimburse Transporter or cause Transporter to be reimbursed for any and all costs and expenses incurred in constructing, establishing or modifying the facilities required for receipt and/or delivery of gas hereunder. Upon request, an estimate shall be provided in writing to the Shipper with a

MISSOURI GAS COMPANY

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breakdown showing at least the major cost components. Shipper shall be responsible for reimbursing Transporter for only the actual costs incurred by Transporter in constructing, establishing or modifying the facilities required for receipt and/or delivery of gas hereunder.

711. Warranty and Assignments.

- a. Transporter and Shipper each warrant that it will, at the time of delivery of gas to the other, have good title to or good right to deliver all such gas, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever. Except as provided in Section 6(d)10.d. hereinabove, both Transporter and Shipper will, as to the gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, fees or charges thereon.
- b. As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Transporter harmless against any and all actions, suits, debts, accounts, damages, costs, losses, expenses or proceedings concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction.

8.12. Curtailment and Interruption.

Transporter shall have the right to curtail, interrupt or discontinue transportation service in whole or in part on all or a portion of its system from time to time and at any time, under the following conditions and in the following manner:

- a. Operating or Remedial Curtailment or Interruption may be ordered by Transporter at any time if in Transporter's judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes which will affect Transporter's ability to provide the services contemplated herein. Transporter shall provide such notice as is reasonable, and Shippers shall be curtailed or interrupted in the following order, to the extent practicable:

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- (4i) Interruptible transportation service shall be first curtailed, commencing with service that at the time notice is given is being charged at a rate that is less than the maximum rate of Transporter then in effect under this tariff, in sequence starting with the rate least proximate to the maximum rate. If more than one Shipper is paying the same rate at the time notice is given by Transporter, the Shipper with service which was initially provided most proximate to the date notice is given by Transporter of the particular curtailment or interruption will be first curtailed or interrupted.
- (2ii) Firm transportation service shall be last in order of curtailment, commencing with service which was requested most proximate to the date notice is given by Transporter of the particular curtailment or interruption.
- b. Force Majeure Curtailment or Interruption may be ordered by Transporter as to service being performed by its system at any time when Force Majeure affects or in Transporter's judgment threatens to affect Transporter's ability to provide full shipments, upon the giving of such notice as is reasonable under the circumstances.
- c. Curtailment Compliance.
- (4i) Without regard to any other remedy provided by law or by the provisions hereof, Transporter shall be entitled to seek an order from the MoPSC or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Transporter in compliance with this Section 8-12 or any directive from any governmental authority having jurisdiction in the premises.
- (2ii) All transportation volumes received and/or taken in violation of Transporter's ~~curtailment or interruption orders~~ OFO's shall constitute unauthorized receipts or deliveries for which a charge shall be assessed of \$1.00 per Dt. equal to sum of ~~plus the normal transportation charges shall be assessed and penalties equal to those penalties assessed under Section 5 of the General Terms and Conditions.~~

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d. Situation Reports and Notices.

(4i) Transporter shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing the notice given if originally provided telephonically.

(2ii) Shipper shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

(3iii) Shipper shall indemnify Transporter against and hold Transporter harmless from any and all actions, suits, debts, accounts, damages, costs, losses, expenses or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Transporter.

9.13. Requests for Transportation.

- a. Persons desiring transportation service must deliver a written, properly executed Request for Transportation to Transporter at the following address:

Missouri Gas Company
~~P.O. Box 37138~~ 110 Algana Court
~~Kansas City, MO 64138~~ St. Peters, MO 63376
~~Attn: Manager of Transportation~~ President
~~(816) 737-7900~~ (636) 926-3668
Fax: (636) 926-0387

- b. The specific information required from a Shipper for a valid Request for Transportation shall include in writing, at a minimum, the following information and in the following format:

(4i) The type of service desired;

(2ii) The proposed Point(s) of Receipt and the volume and Btu of gas for each such point;

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Missouri Gas Company
~~10700 East 350 Hwy, Suite 200A~~ 110 Algana Court
~~Kansas City~~ St. Peters, MO 64138 63376

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- (3iii) The proposed Point(s) of Delivery from Transporter to Shipper and the volume and Btu of gas for each such point;
 - (4iv) The date on which service is requested to commence;
 - (5v) The date on which service is requested to terminate;
 - (6vi) The complete legal name and a legal description of Shipper;
 - (7vii) The name, title, mailing address, and telephone number of the person designated by Shipper for purpose of scheduling and nominations under Section 3-7 herein;
 - (8viii) The information, including mailing address of Shipper, necessary for billing under Section 6-7 herein.
- c. Transporter may require such other information from Shipper as is required to process Shipper's Request for Transportation, including any information required for regulatory compliance and reporting requirements and any information necessary to determine creditworthiness.
- d. In the event that the Shipper may have any complaints, the Shipper shall:
- (4i) Provide a written description of the complaint, including the identification of the transportation request, and send to:

Missouri Gas Company
P.O. Box 37138110 Algana Court
Kansas City, MO 64138 St. Peters, MO 63376
Attn: Manager of Transportation President
Fax: 636-926-0387

- (2ii) Within 14 days from the day of receipt of a written complaint, Transporter will respond to the complaint in writing advising Shipper of the disposition of the complaint.

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- e. Any person may request information on the pricing of transportation service or capacity available for use by contacting Transporter at the following:

Missouri Gas Company
~~P.O. Box 37138~~110 Algana Court
~~Kansas City, MO 64138~~St. Peters, MO 63376
Attn: ~~Manager of Transportation~~President
(816) 737-7900Fax: (636) 926-0387

- f. A Request for Transportation shall not be deemed to have been received and accepted by Transporter until Transporter has received in writing the information required or requested under Sections 9(b)13.b. and 9(c)13.c. herein. If Transporter requests additional information or assurances in accordance with Section 9(c)13.c., and such information is provided within 7 days of such request, Shipper's Request for Transportation will be deemed to have been received when the information set forth in Section 9(b)13.b. was received. Otherwise, Shipper's Request for Transportation will be deemed to have been received when such additional information or assurances actually were received in writing by Transporter.
- g. Either with the Request for Transportation or at the time of execution of the Transportation Agreement, Shipper must furnish to Transporter in writing the following:
- (4i) The identity of each end user(s);
 - (2ii) The identity of any affiliation between Shipper and seller(s) and/or end user;;
 - (3iii) The identity of any immediate upstream and/or downstream pipeline transporters of the gas;
 - (4iv) Verification of the existence of a signed sales contract for each delivery thereunder.
- h. In the event that any information provided by Shipper herein changes or may change, Shipper shall be obligated to provide prior written notice of such changes to Transporter.

DATE OF ISSUE: ~~March 19, 1996~~
ISSUED BY: ~~Richard C. Kreul~~David J. Ries, President

Missouri Gas Company
10700 East 350 Hwy, Suite 200A110 Algana Court
Kansas CitySt. Peters, MO 6413863376

EFFECTIVE DATE: ~~April 22, 1996~~

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GENERAL TERMS AND CONDITIONS (Cont.)

1014. Queuing.

This Section ~~40-15~~ governs the sequence in which requests for transportation service will be accommodated where capacity is not available for all valid requests. It does not govern the scheduling of volumes for transportation ~~which is covered under Sections 3 and 8 herein~~ where capacity is available.

a. Order of Priority.

(1i) Requests for quantities of firm service will be first fulfilled, in sequence starting with the earliest date of request for such service; next, capacity will be prorated, as necessary, among requests for quantities of firm service having the same date of request.

(2ii) Requests for quantities of interruptible service will be next fulfilled, commencing with service to be charged at the maximum rate of Transporter then in effect under this tariff in sequence starting with the earliest date of request for such service; next in order shall be service to be charged at a rate that is less than the maximum rate of Transporter then in effect under this tariff in sequence starting with the rate most proximate to the maximum rate. Within each of these categories, service capacity will be prorated, as necessary, among requests for quantities of interruptible service having the same date of request.

b. Date of Requests.

The date of request shall be the date of Transporter's receipt of a valid Request for Transportation for the service pursuant to Section ~~9-13~~ herein. If Transporter does not receive Shipper's executed Transportation Agreement for transportation service within 30 days from the date the Transportation Agreement is sent, the Request for Transportation and any rights to transportation expire without prejudice to Shipper's right to submit a new Request for Transportation. The date of request for any other service individually authorized by the MoPSC will be deemed to be the date on which authorization to provide service is first filed with the MoPSC, provided that such MoPSC authorization is received and accepted by Transporter.

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- c. When Transporter notifies Shipper of the availability hereunder, in whole or in part, of capacity for any requested service, Shipper shall promptly nominate and tender volumes to Transporter. If Shipper does not nominate and tender volumes to Transporter within 48 hours of receipt of notice from Transporter, the capacity will be made available to the next potential shipper in the order stated in Section ~~10(a)~~14.a. herein. To the extent that capacity is not available for the requested quantity of service, in whole or in part, the requested quantity of service will remain eligible for the future availability of any further capacity under Section ~~10(a)~~14.a. herein.

~~1415.~~ Force Majeure.

In the event, to the extent, and for so long as either Transporter or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either Transporter or Shipper, other than to make payments due, shall be suspended, in whole or in part. "Force majeure," as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either party claiming suspension, and which by the exercise of due diligence, Transporter or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, fires, explosions, arrests, and restraints of governments or people; freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe; partial or entire failure of wells; and the inability of either Transporter or Shipper to acquire, or the delays on the part of either Transporter or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence:

- a. any servitudes, rights of way grants, permits, or licenses;
- b. any materials or supplies for the construction or maintenance of facilities; or
- c. any permits or permissions from any governmental agency, if such are required to enable either the Transporter or Shipper to fulfill its obligations hereunder. Additionally, Transporter or Shipper shall be excused in whole or in part, from its performance, for inability to obtain transportation from or through third party pipelines, or as a result of supervening or fortuitous events or circumstances, whether or not foreseeable, or within the contemplation of Transporter and

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Shipper at the time that the Transportation Agreement was entered into, which make performance of Transporter's obligations hereunder commercially impracticable. Transporter or Shipper may claim force majeure by giving to the other notice and full particulars of such force majeure by telephone as soon as reasonably possible after the occurrence of the cause relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement to remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either Transporter or Shipper when such course is inadvisable in the discretion of either Transporter or Shipper.

1216. Operation of Rate Schedule in Conjunction with ~~Marketing Affiliates~~ Affiliated Entities.

- a. All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to affiliation of any entity to Transporter.
- b. Transporter may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that Transporter acquires off-system capacity, Transporter will provide service to Shippers with the off-system capacity pursuant to Transporter's Commission approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered hereunder any "shipper must have title" requirement if applicable, is waived.
- c. Transporter will submit to the Commission's Energy Department Manager once every calendar quarter, a list of all Shippers and for each Shipper showing the following: (i) Shipper's name; (ii) MDQ; (ii) rates (both reservation and commodity); (iv) expiration date of Shipper's contract; and (v) any special provisions with said Shipper. All of the above information shall be submitted as Highly Confidential.
- ~~b. For efficiency purposes, Transporter occupies office space on the same floor as its affiliates, but maintains separate operational facilities and personnel. Operational and accounting information is confidentially maintained by Transporter.~~
- ~~c. Transporter will submit to the Commission's Energy Rates Staff once every three months, a list of all bids or offers Transporter quotes for transportation service rates for its pipeline where the bid is less than the Maximum Rate~~

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Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

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~~contained in this tariff for Transporter's area. Transporter will provide the bid price quoted, the length of and the dates of all offerings, the name, address and telephone number of the party to whom the bid was given, any other terms of the bid and a rate comparison sheet for all bids and offers for each month. For each such bid or offering, Transporter will completely explain whether the entity being offered the rate is affiliated in any way with Transporter or with any of its affiliates. If the entity is affiliated, Transporter will completely explain such affiliation. Transporter will respond immediately to Staff inquiries concerning discounting.~~

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GENERAL TERMS AND CONDITIONS
(Cont.)1318. City Gates, Taps and Service Junctions.

The following is a list of city gates, taps and service junctions on the Transporter's pipeline:

<u>Item</u>	<u>Location</u>
Missouri Pipeline Company Receipt Point	Sullivan, MO
Cuba, MO City Gate	Cuba, MO
St. James, MO City Gate	St. James, MO
Rolla, MO City Gate	Rolla, MO
Salem, MO City Gate	Salem, MO
Waynesville, MO City Gate	Fort Leonard Wood, MO
St. Robert, MO City Gate	Fort Leonard Wood, MO
Fort Leonard Wood, MO City Gate	Fort Leonard Wood, MO
Owensville, MO City Gate	Owensville, MO

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Cancelling P.S.C. MO. No. _____

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GENERAL TERMS AND CONDITIONS (Cont.)

14. Legal Description for Salem 6" Pipeline

The Missouri Gas Company 6" Salem Lateral commences at a point in the Southwest Quarter of Section 20 T38N-R7W of the Fifth Principal Meridian in Phelps County, Missouri and proceeds for approximately 27.5 miles in a south-southwesterly direction, following generally Missouri State Highway 72, to a terminus just West of the City of Salem in the Northeast Quarter of Section 14-T34N-R6W in Dent County, Missouri. The pipeline traverses the following quarter sections in Phelps and Dent Counties:

Phelps County, MO	T38N-R7W	Southwest Quarter	Section 20
		Northwest Quarter	Section 29
		Northeast Quarter	Section 30
		Southeast Quarter	Section 30
		Northeast Quarter	Section 31
		Southeast Quarter	Section 31
	T37N-R7W	Northeast Quarter	Section 6
		Southeast Quarter	Section 6
		Southwest Quarter	Section 6
		Northeast Quarter	Section 7
		Northwest Quarter	Section 7
		Southeast Quarter	Section 7
		Northwest Quarter	Section 17
		Northeast Quarter	Section 18
		Southwest Quarter	Section 17
		Northwest Quarter	Section 20
		Southwest Quarter	Section 20
		Northwest Quarter	Section 29
		Southeast Quarter	Section 29
		Southwest Quarter	Section 29
		Northeast Quarter	Section 32
		Southeast Quarter	Section 32
		Southwest Quarter	Section 33
			T36N-R7W
Southwest Quarter	Section 4		
Northwest Quarter	Section 9		
Southwest Quarter	Section 9		
Southeast Quarter	Section 9		
Northeast Quarter	Section 16		
Northwest Quarter	Section 16		
Southeast Quarter	Section 16		
		Southwest Quarter	Section 16

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Phelps County	T36N-R7W	Northeast Quarter	Section 21
	Continued	Northwest Quarter	Section 21
		Southeast Quarter	Section 21
		Northeast Quarter	Section 28
		Northwest Quarter	Section 27
		Southwest Quarter	Section 27
		Northwest Quarter	Section 34
		Northeast Quarter	Section 34
		Southeast Quarter	Section 34
Dent County	T35N-R7W	Northeast Quarter	Section 3
		Southeast Quarter	Section 3
		Southwest Quarter	Section 2
		Northwest Quarter	Section 11
		Northeast Quarter	Section 11
		Southeast Quarter	Section 11
		Northeast Quarter	Section 14
		Northwest Quarter	Section 13
		Southwest Quarter	Section 13
	T35N-R6W	Northeast Quarter	Section 24
		Northwest Quarter	Section 24
		Southeast Quarter	Section 24
		Northeast Quarter	Section 25
		Southwest Quarter	Section 32
	T34N-R6W	Northwest Quarter	Section 5
		Northeast Quarter	Section 5
		Northwest Quarter	Section 4
		Southeast Quarter	Section 4
		Southwest Quarter	Section 3
		Northwest Quarter	Section 10
		Northeast Quarter	Section 10
		Southeast Quarter	Section 10
		Southwest Quarter	Section 11
		Northwest Quarter	Section 14
		Northeast Quarter	Section 14

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