

## Cancelling P.S.C. MO. No. 2

**Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities**

**FOR – All Areas**

Name of Issuing Corporation

Community, Town or City

**LARGE FIRM GENERAL SERVICE**

**AVAILABILITY:**

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations and whose use is at least 75,000 Ccf per year. Service may not be shared or resold. In order to assure adequate supplies of natural gas for electric generation, Customer must provide Company prior notice and confirmation of gas supply availability before gas consumption for electric generation begins. Any volumes not confirmed by Company for electric generation will be considered "unauthorized use" and subject to the charges provided below.

**CHARACTER OF SERVICE:**

Service hereunder will be subject to curtailment only as may become necessary under Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariff. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

**MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:**

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$623.01	\$634.95	\$590.03
Distribution Commodity Rate (per Ccf)	\$.14595	\$.18231	\$.17837

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

**RATE ADJUSTMENTS:**

1. Purchased Gas Adjustment: To the rates stated above, the Total Purchased Gas Adjustment (PGA) factor for firm sales service, as applicable, will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.

Any sales volumes taken in excess of those allowed by the Company during a period of curtailment, pursuant to its Curtailment Provisions, Sheet Nos. 106 through 108, will be "unauthorized use" and will be billed pursuant to the Unauthorized Use Charges below.

2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.
3. Infrastructure System Replacement Surcharge: Pursuant to Missouri Public Service Commission approval, a monthly ISRS charge as provided on Tariff Sheet Number 19 is applicable to this rate.

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

**Liberty Utilities (Midstates Natural Gas) Corp.  
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**INTERRUPTIBLE LARGE VOLUME GAS SERVICE**

AVAILABILITY

To any commercial or industrial customer using at least 200,000 Ccf per year, or 1,000 Ccf per day during off-peak periods. Examples of customers utilizing natural gas during off-peak periods only would include, but is not limited to the following: asphalt plants, electric generating facilities, grain drying facilities, and farm irrigation systems.

Deliveries to such customers shall be subject to curtailment at any time. Deliveries to such customers shall be subject to curtailment in whole or in part upon one-half (1/2) hour's notice. During any interruption due to capacity or supply concerns, all Interruptible Gas Service Customers shall be interrupted when required on a pro rata basis.

Interruption shall occur at any time the Company is subject to any penalties being incurred and/or increased reservation or storage charges being incurred related to the Company's system supply gas needs. No penalties, short-term reservation or storage charges shall be used as costs of gas in the Actual Cost Adjustment factor computation during any period where interruptible Customers are not interrupted.

CHARACTER OF SERVICE:

Natural gas with a heating value of approximately 1,000 BTU per cubic foot, supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area, or such higher delivery pressure as delivered to the Customer.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$623.01	\$634.95	\$590.03
Distribution Commodity Rate (per Ccf)	\$.14595	\$.18231	\$.17837

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**

(c) Cash out of Monthly Imbalances

1. If the volume of gas delivered to the Customer's point of delivery is greater than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account (negative imbalance), the Company will sell the difference in gas volumes to the Customer based on the highest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. If the volume of gas delivered to the Customer's point of delivery is less than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account (positive imbalance), the Company will buy the difference in gas volumes from the Customer based on a price equal to the lowest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. For purposes of this paragraph, "index price" shall mean the price from the "\$ / MMBtu" column in the Natural Gas Weekly Spot Prices table reported in Natural Gas Week. In the absence of such published Natural Gas Week index price, the Company will determine, subject to Commission's review in Company's actual Cost Adjustment (ACA) filing, a suitable replacement source for such weekly market price information.
2. The monthly cash out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

<u>% of Imbalance</u>	<u>Cash out Price for Positive Imbalances</u>	<u>Cash out Price for Negative Imbalances</u>
0% up to 5%	100%	100%
5% up to 10%	85%	115%
10% up to 15%	70%	130%
15% up to 20%	60%	140%
20% and over	50%	150%

- (d) The Company may assess a daily scheduling fee for any daily transportation imbalance in excess of 10% of the Customers daily confirmed nomination. The fee will be calculated as follows:

$$([\text{annual storage demand charges}/\text{MDWQ}]/365) + (\text{annual storage capacity charges}/\text{total capacity}) + \text{average injection and withdrawal costs.}$$

Costs for all storages used in providing for balancing will be included.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**

A percentage adjustment for lost and unaccounted for gas shall be made to the volumes of gas received by the Company from the Connecting Pipeline Company for the Customer's account, and the volumes of gas deliverable to the Customer under this rate schedule shall be reduced by such percentage. The adjustment shall be equal to two percent (2%) of the volume of gas delivered into the Company's facilities.

If the rendition of service to Customer under this rate schedule causes the Company to incur additional charges from the Connecting Pipeline Company, Customer shall reimburse Company for all such charges.

All volumes transported under the terms of this rate schedule shall be included in the Purchased Gas Adjustment computations and included in the sales volumes of the Purchased Gas Adjustment computations.

The Customers served under this Rate Schedule shall be required to pay for the cost of, installation of, replacement of, and maintenance of electronic flow measurement (EFM) and verification equipment, including applicable income taxes. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with dedicated telephone, power or other utilities or energy sources required for the operation of the EFM equipment, including applicable income taxes. Customers shall also be required to provide adequate space in new or existing facilities for the installation of the EFM equipment.

Service to Customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 59.1 through 59.5, unless otherwise authorized by state law.

Once a customer elects and has qualified for service under this rate schedule, all services will be provided under the terms and conditions of this rate schedule for a term of no less than 12 months. At any time following the first six months of service under this rate schedule, service may be terminated by either party following at least six months written notice to the other party. After termination of this service, Customer may not re-elect for transportation service for a period of no less than 12 months after termination.

The Company shall credit any revenues billed to Transportation customers (including schools) for any cash outs, scheduling fees, imbalances, penalties, overrun charges and other similar charges to the Actual Cost Adjustment (ACA) account of the Company's Purchased Gas Adjustment (PGA) Clause.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**

Pooling Service

For the purpose of this section, A Pool Manager is defined as an entity which has been appointed by a customer or group of customers served under this rate schedule to perform the functions and responsibilities of requesting information, nominating supply, and other related duties. The Pool Manager shall have all of the rights under this Transportation Service as does a Customer transporting gas supply directly under this Transportation Service.

The Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of customers in the pool. The cash out provisions of Subsection (c) shall be applied against the aggregate volume of all customers in a specific pool. The Pool Manager will be responsible for the payment of any monthly cash out payments and any penalties incurred by a specific pool as a result of monthly, daily, or hourly imbalances.

The Company, at the Company's sole discretion, shall establish pooling areas by Connecting Pipeline, Pipeline zone, Company receipt point, geographic area, operational area, administrative or other appropriate parameters.

No customer shall participate in a Pool that does not individually meet the availability conditions of this rate schedule, and no customer shall participate in more than one pool concurrently.

To receive service hereunder, the Pool Manager shall enter into a Pool Management Agreement with Company (contained in Sheet No. 59) and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Manager.

The Pool Manager shall submit a signed Pool Management Agreement and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A customer who terminates service under this rate schedule or who desires to change Pool Managers shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**NEGOTIATED GAS TRANSPORTATION SERVICE**

AVAILABILITY:

Service under this rate schedule is available to those Customers who provide affidavits to the Company (in a form acceptable to the Company) certifying that and the Company is convinced that: (i) Liberty Utilities faces bypass by an intrastate or interstate upstream pipeline; and (ii) without the Company's lowering the Distribution Commodity Rate for Transportation Service, the Customer will bypass Liberty Utilities. The Customer must also provide the Company with evidence to verify the investment required on the part of the customer in order to take gas service directly from the interstate or intrastate pipeline company.

NEGOTIATED GAS TRANSPORTATION SERVICE RATES:

Subject to the Availability section above, Company may, in instances where it faces bypass from interstate or intrastate pipelines, enter into Negotiated Gas Transportation Service Rate contracts with Transportation Customers which lower the Distribution Commodity Rate for Transportation Service.. The Distribution Commodity Rate agreed upon by Company and Customer shall not exceed the maximum Distribution Commodity Rate for Transportation Service nor be less than 1.0¢ per Ccf (the "Flexed Distribution Commodity Rate").

The right to charge a Flexed Distribution Commodity Rate shall be exercised on a case-by-case basis at the discretion of the Company.

All executed contracts, amendments, and contract renewals, as well as the affidavits and evidence required under the Availability section above related to such contracts, amendments, and contract renewals, shall be furnished to the Commission staff and the Office of Public Counsel and submitted in the Commission's EFIS system under Non-Case Related submissions. Such executed contracts, amendments, and contract renewals shall be subject to the Commission's jurisdiction. Ratemaking treatment of any Flexed Distribution Commodity Rate may be reviewed and considered by the Commission in subsequent rate proceedings.

Rules and Regulations and Tariffs.

Other than providing for a Flexed Distribution Commodity Rate, service hereunder will be rendered in accordance with the Company's Rules and Regulations for Gas Service and other tariffs on file with the Missouri Public Service Commission.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**Transportation Service  
Standard Form of Pool Management Agreement/Group Balancing Agreement**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Liberty Utilities (Midstates Natural Gas) Corp. ("Liberty" or "Company"), and \_\_\_\_\_, having a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, ("Pool Manager").

Term: This Pool Management agreement shall continue in full force and effect for a term of \_\_\_\_\_, beginning on \_\_\_\_\_.

Pool Manager represents and warrants that it is the authorized agent for one or more Transportation Service customers and that Pool Manager is authorized to act on behalf of and account for the customers identified on Exhibit ("Customers"). Those Customers have separately executed Transportation Service Agreements with Company. As the authorized agent for such Customers, Pool Manager is authorized to (a) make nominations to Company on behalf of such Transportation Service Customers; and (b) receive from Company, for purposes related to the Transportation Service to those Customers, usage information, copies of billings, and other such information related to the Transportation Service provided to Customers. Such information may include any information that Liberty would customarily release to customers, including, but not limited to, all transportation rates applicable to Customers, all information concerning historic usage by and/or transportation of gas to Customers, all available tax rate information with respect to the transportation of natural gas to or for Customers, and any other information or documents in the possession of Liberty Utilities, which pertain to transportation of natural gas to Customer and/or to Liberty on Customers' accounts. Pool Operator further represents that it is properly and duly authorized by Customers to make nominations of natural gas volumes on such Customers' behalf and account in accordance with Customer transportation agreements with Company and applicable tariffs.

Pool Manager acknowledges that Transportation Service to Customers is subject to the terms and conditions of Company's tariffs on file and in effect with the Missouri Public Service Commission and as may be amended, modified, reissued and made effective from time to time as provided by law. Company may reject this Pool Manager Agreement in the event that Company reasonably determines that Pool Manager or Customers have failed to satisfy their obligations under this Agreement, any agreements with Company or applicable Company tariffs.  
To the extent this agreement is inconsistent with the Company's tariff, the terms of the tariff will be controlling.

IN WITNESS WHEREOF, the parties have executed this Pool Management Agreement/ Group Balancing Agreement as of the day and year first above written.

Company: Liberty Utilities (Midstates Natural Gas) Corp.

Pool Manager: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**AGREEMENT FOR NATURAL GAS TRANSPORTATION SERVICE**

This Agreement for Natural Gas Transportation Service (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between Liberty Utilities (Midstates Natural Gas) Corp. (“Company”) and \_\_\_\_\_ (“Customer”), a \_\_\_\_\_ corporation with a facility located at \_\_\_\_\_, Missouri (“Customer Facility”). Company and Customer may be collectively referred to as “Parties” and individually as a “Party” in this Agreement.

**RECITALS**

WHEREAS, Company owns and operates facilities for the distribution, sale and transportation of natural gas to customer facilities;

WHEREAS, Customers conducts business at Customer Facility and seeks delivery and transportation of natural gas service to Customer Facility;

WHEREAS, “Natural Gas Transportation Service” means transportation of gas received by Company from a “Connecting Pipeline Company” for Customer’s account to Customer Facility. “Connecting Pipeline Company” means a pipeline supplier to Company whose facilities in the sole judgment of Company can be utilized to transport gas to Company for delivery by Company to Customer Facility under Company’s applicable tariff(s);

WHEREAS, Customer is entering or has entered contracts for the purchase of natural gas for Customer’s own use from producers, marketers and/or other suppliers; and, Customer is entering or has entered contracts for delivery of natural gas by a Connecting Pipeline Company to Company on Customer’s account;

WHEREAS, Customer has requested that Company transport natural gas received from a Connecting Pipeline Company through Company's distribution facilities to Customer Facility;

WHEREAS, Company has agreed to Customer’s request for transportation of natural gas to Customer Facility and Customer has agreed to transportation service from Company subject to the rates, terms and conditions of Company’s Natural Gas Transportation Service Tariff, Sheet Nos. 50-57 or other pages as applicable, approved by the Missouri Public Service Commission (“Commission”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Company and Customer covenant and agree as follows.

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month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

**TERMS AND CONDITIONS**

1. **TRANSPORTATION SERVICE AND RATES.** Company agrees to receive and transport for Customer’s account quantities of natural gas up to the Maximum Daily Quantity (MDQ) set forth below. “Maximum Daily Quantity” means the maximum daily volume of gas, as agreed upon by the parties based on Customer’s historical metered volumes, which Customer will be allowed to nominate and have delivered into Company’s system for Customer’s account.

(a) **Maximum Daily Quantity.** Under this Agreement, Customer’s MDQ shall be \_\_\_ CCFs per day, plus a quantity of gas for shrinkage or line losses as set forth in § 4 below. Customer represents and warrants that such natural gas will be transported and delivered by Company to Customer for use at Customer Facility.

(b) **Applicable Rates and Charges.** Customer agrees to pay Company for all services provided under this Agreement at the applicable rates and other charges provided in Company’s Natural Gas Transportation Service Tariff approved by the Commission, as such Tariff may be revised, changed and/or amended from time to time.

2. **COMPANY TARIFFS.** The Parties understand and agree that Natural Gas Transportation Service under this Agreement shall be subject to Company’s applicable Natural Gas Transportation Service Tariff, which is made a part of this Agreement by reference, and upon the terms and conditions for service set forth in that Tariff and Company’s general tariffs governing natural gas transportation service, including without limitation, applicable rates, service classifications, surcharges, riders and general rules and regulations, all of which are expressly incorporated into this Agreement by reference. Company’s Natural Gas Transportation Service Tariff, as applicable, is attached as Exhibit A.

(a) **Commission Review.** This Agreement is subject to review and regulation by the Commission in accordance with governing law.

(b) **Tariff Changes.** Customer expressly understands and agrees that Company shall have the unilateral right to file applications and requests with the Commission or any other appropriate regulatory authority for changes to Company’s Natural Gas Transportation Service Tariff, including changes to any and all applicable tariff rates, charges and terms of service, and to make such changes effective in Company's approved Tariff, as approved by the Commission, applicable to the services provided under this Agreement. Company understands and agrees that Customer may contest such filings before the Commission, and that Customer does not waive any rights it may have with respect to such filings. This Agreement shall not affect in any way the right of Company to unilaterally make application for a change in its applicable Tariff rates or general terms and conditions of service.

3. **CUSTOMER RESPONSIBILITIES.** Customer shall notify Company on Company’s standard form of the quantity of gas to be received from the Connecting Pipeline Company for Customer’s account during the billing month and the daily rate of delivery. Customer’s nomination must be received by Company by the nomination deadline of the Connecting Pipeline Company as applicable. The quantity of gas received by Company for Customer’s account shall be based on the transportation nomination for that month. Adjustment shall be made if the Connecting Pipeline Company’s allocated volumes vary from the nominated volume. Daily nominations shall not exceed Customer’s MDQ.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

(a) **Customer Responsibility for Gas Supply.** Customer shall be responsible for making any and all arrangements for transportation of gas from Customer's supply source to Company's interconnection with the Connecting Pipeline Company ("Point of Receipt"), unless otherwise agreed by the Parties. Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer Facility ("Point of Delivery"). Company shall not be liable or responsible for control of gas to be transported to Customer Facility until such gas is received by Company at the Point of Receipt. Gas transported under this Agreement will be delivered to Company in the state of Missouri. Company will not be a party to any disputes that arise between Customer and its upstream gas suppliers, transporters, producers, marketers, Connecting Pipeline Company, or others, or agents of any of the above parties. Customer expressly agrees that Company is not in any way responsible for quality or quantity of gas delivered by the Connecting Pipeline Company or a producer, marketer or other supplier, and Customer understands that Company makes no warranties of any kind, express or implied, relating to the quality or quantity of gas delivered to Company by the Connecting Pipeline Company.

(b) **Title to Gas Supplied.** Customer represents and warrants that it has and shall have good and legal title to all gas which Customer causes to be delivered to Company under this Agreement. The Parties understand and agree that Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer. Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever. Customer further agrees to defend and hold Company harmless from any and all losses, claims and/or liabilities relating to ownership and/or use of the gas transported under this Agreement.

(c) **Responsibility for Imbalances.** Customer is responsible for and obligated to balance receipts of transportation gas by the Company at Company's applicable Point of Receipt with deliveries of gas by Company to Customer's Point of Delivery plus a 2% retention for line loss, shrinkage and unaccounted for gas. An "Imbalance" equals the volume of gas received by Company from the Connecting Pipeline Company for Customer's account minus the volume of gas delivered to Customer's Point of Delivery. "Imbalance Percentage" equals the difference of the volume of gas received by Company from the Connecting Pipeline Company for Customer's account minus the volume of gas delivered to Customer's Point of Delivery divided by the volume of gas received by Company from the Connecting Pipeline Company for Customer's account. If the volume of gas delivered by Company to Customer's Point of Delivery is greater than the volume of gas received by Company from the Connecting Pipeline Company for Customer's account (Negative Imbalance), Company shall sell the difference in gas volumes to Customer as set forth in Company's Natural Gas Transportation Service Tariff. If the volume of gas delivered to Customer's Point of Delivery is less than the volume of gas received by Company from the Connecting Pipeline Company for Customer's account (Positive Imbalance), Company shall buy the difference in gas volumes from Customer as set forth in Company's Natural Gas Transportation Service Tariff.

(d) **Responsibility for Additional Charges from Connecting Pipeline Company.** If the provision of Natural Gas Transportation Service under this Agreement causes Company to incur any additional charges from the Connecting Pipeline Company, Customer shall reimburse Company for any and all such charges.

(e) **Interruption or Discontinuance of Gas Supply.** If gas service is discontinued by Customer's supplier and/or Connecting Pipeline Company for any reason, Customer hereby releases and holds harmless Company for any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance or interruption of service. Customer specifically understands and agrees that Company is not responsible for interruption or discontinuance of gas supply under this Agreement except to the extent such interruption and/or discontinuance is caused by the Company.

4. **LINE LOSSES.** Company shall receive an adjustment in volumes of gas received by Company from the Connecting Pipeline Company for line losses, shrinkage and unaccounted for gas. Company shall receive a percentage adjustment for lost and unaccounted for gas equal to two percent (2%) of the volume of gas delivered to Company's facilities.

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

5. **TERM.** This Agreement shall be effective for twelve months from the date of execution and shall be automatically extended for periods of one (1) year, unless otherwise terminated by either Party. After six months of service under this Agreement, either Party may terminate this Agreement following six months prior written notice of such termination to the other Party. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Natural Gas Transportation Service Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished. Company may terminate or suspend its obligations under this Agreement as provided for in its Commission approved tariff, and terms and conditions of service.

6. **BILLING.** All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's approved Natural Gas Transportation Service Tariff and other Commission approved terms and conditions of service.

7. **VOLUME OF GAS AND MEASURING EQUIPMENT.** The volume of gas delivered to Customer will be that measured by Company's meter at Customer Facility. To the extent required by the tariff, Customer shall pay any and all costs for installation, replacement, operation and/or maintenance of electronic flow measurement (EFM) and verification equipment, including, but not limited to, applicable taxes, utility charges, and/or telephone charges. Customer also shall provide adequate space at Customer Facility for installation and operation of EFM equipment, including providing access for Company to such EFM equipment. As allowed by applicable tariff, Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer in the event of a breakdown or other difficulty with metering equipment.

8. **QUALITY AND PRESSURE OF GAS DELIVERED.** The gas delivered by a Connecting Pipeline Company to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to applicable industry accepted specifications as determined by Company. Company shall have the right to refuse delivery of any gas not conforming to those specifications. Delivery pressures to Customer shall be consistent with those presently set forth in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

9. **NOTICE.** Any notice or notices given by either Party under this Agreement shall be sent by certified mail to the following addresses:

**Company:** Liberty Utilities (Midstates Natural Gas) Corp.  
\_\_\_\_\_  
\_\_\_\_\_

**Customer:**

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**NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**

Each Party further agrees to notify the other Party of the name and address of the person or persons authorized to act for the Party with respect to routine operating matters under this Agreement and the Parties agree that routine operating requests, reports, billings, and other matters of a routine nature shall be directed to the persons so designated.

**10. MISCELLANEOUS TERMS AND CONDITIONS.**

(a) The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, this Agreement is subject to valid orders of legally constituted regulatory bodies having jurisdiction over service provided under this Agreement, including the Commission.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.

(c) This Agreement shall insure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(d) This Agreement sets forth the only agreements between Company and Customer and all prior agreements, contracts or other mutual understandings, whether oral or in writing, shall be considered canceled as of the date of this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the law of the state of Missouri.

IN WITNESS WHEREOF, the Parties to this Agreement, in consideration of the terms and conditions set forth above, has caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.**

By \_\_\_\_\_

Title \_\_\_\_\_

**CUSTOMER [FILL IN NAME]**

By \_\_\_\_\_

Title \_\_\_\_\_

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

**Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities**

**FOR – All Areas**

Name of Issuing Corporation

Community, Town or City

**MISSOURI SCHOOL TRANSPORTATION SERVICE**

AVAILABILITY:

This service is available to any seven-director, urban or metropolitan school district as defined pursuant to Section 393.310.2(3), RSMo. (Cum.Supp. 2002), and shall also include, one year after the effective date of this section and thereafter, any school for elementary or secondary education situated in this state, whether a charter, private, or parochial school or school district within the Company’s Missouri service area who has purchased natural gas from a third party supplier and desires transportation of those volumes through the Company’s facilities. The implementation of the pilot program will not have any negative financial impact on the Company, its other customers or local taxing authorities.

APPLICABILITY:

a. Service provided under this Schedule shall be subject to the Company’s priorities of curtailment as filed with the Missouri Public Service Commission.

b. All gas transported hereunder by the Company shall be subject to the quality terms specified in respective pipeline company tariff and shall be subject to retention of a portion of the gas received for transportation to compensate the Company for Company used gas and Lost and Unaccounted for gas at a rate of 2%.

c. Service will be furnished at the utilization pressure normally supplied from the distribution system in the area. By mutual agreement, a higher pressure, if available, may be supplied. The heating value of gas must meet the applicable interstate pipeline quality specifications.

d. Participants should notify the Company no later than thirty (30) days prior to service beginning date. Customer shall agree to remain on this Rate Schedule for a period of not less than one year. Customer may return to sales service on November 1 of any year or at the end of the program by giving the Company notice no later than October 1 of that year. Service to customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 59.1 through 59.5, unless otherwise authorized by state law.

e. Company will prepare a contract for execution by the Pool Operator addressing its obligations in respect to Nominations, Balancing Charges and Cash-Out provisions and other applicable charges.

f. To receive service hereunder, the Pool Operator shall enter into a Pool Operator Agreement with Company and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Operator. The Pool Operator shall submit a signed Pool Operator Agreement (contained in Sheet 66) and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A customer who terminates service under this rate schedule or who desires to change Pool Operators shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

DATE OF ISSUE: December 5, 2014  
month day year

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ISSUED BY: Christopher D. Krygier  
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**Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities**

**FOR – All Areas**

Name of Issuing Corporation

Community, Town or City

**MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)**

APPLICABILITY (CONT'D):

- g. Pool Operator for this section is defined as the entity responsible on the Customer's behalf, to act as an agent for Customer in nominating, scheduling and capacity release activities associated with this program, and cause delivery of, adequate natural gas supplies necessary to meet the Customer's Forecasted Daily Gas Supply Requirements. The Missouri School Board Association will select the Pool Operator for this Pilot Program.
- h. Pool Group is defined as the Customers participating in this Pilot Program. A customer is assigned to a specific pool group on the basis of the connecting pipeline which serves the respective customer.
- i. The Pool Operator is responsible for forecasting the daily gas Supply requirements of participating school transportation customers. The Company will initially provide historical monthly consumption information to the Pool Operator to assist in its determination of the daily gas supply requirements.
- j. The Pool Operator shall be responsible for pipeline imbalances, cash-outs, penalties, overrun gas charges or other charges it may create with the pipeline suppliers. All balancing charges or balancing-related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations. The Pool Operator shall enter into a group balancing agreement with the Company for a term of not less than one year.

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE:

**1. Nomination Procedures**

- a. The Pool Operator will actively confirm with the Company's Gas Supply Department by 3:00 p.m. (CST) six (6) working days prior to the end of the preceding month the aggregated daily volumes and associated upstream transportation contract number(s) to be delivered for the Pool Group on whose behalf they are supplying natural gas requirements. This information will be relayed using Company's standard nomination form.
- b. In the event the Pool Operator must make any changes to the nomination during the month, the Pool Operator must directly advise Company's Gas Supply Department of those changes by 9:00 a.m. on the day preceding the effective date of the change. The Pool Operator must obtain prior approval from the Company to change the total daily volumes to be delivered to the city gate.

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
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Jackson, MO  
address

Canceling P.S.C. MO. No. 2

Original SHEET NO. 62

Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)**

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):

**2. Customer (s) Balancing Obligation**

a. Customers within the Pool Group for respective Company pricing zones on common pipeline will have the obligation to insure that their Pool Operator delivers the Forecasted Daily Gas Supply Requirement volume to the Company's city gate. Customers will be held responsible for any and all charges levied against their Pool Operator which are not paid.

b. Customers within one Pool Group will be treated as one customer for balancing. Consumption for all Transporters under this Pilot Program will be aggregated to be compared to monthly aggregated Confirmed Nominations to calculate the Monthly Imbalance. Imbalances will be cashed-out in accordance with Section 3.

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

Canceling P.S.C. MO. No. 2

Original SHEET NO. 66

Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)**

**Missouri School Transportation Service  
Standard Form of Pool Operator Agreement/Group Balancing Agreement**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Liberty Utilities (Midstates Natural Gas) Corp. ("Liberty" or "Company"), and \_\_\_\_\_, \_\_\_\_\_ having a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, ("Pool Operator").

Term: This Pool Operator Agreement shall continue in full force and effect for a term of \_\_\_\_\_, beginning on \_\_\_\_\_.

Pool Operator represents and warrants that it is the authorized agent for one or more Missouri School Transportation Service customers and that Pool Operator is authorized to act on behalf of and account for the customers identified on Exhibit \_\_\_\_\_ ("Customers"). Those Customers have separately executed Transportation Service Agreements with Company. As the authorized agent for such Customers, Pool Operator is authorized to (a) make nominations to Company on behalf of such Missouri School Transportation Service Customers; and (b) receive from Company, for purposes related to the Missouri School Transportation Service to those Customers, usage information, copies of billings, and other such information related to the Missouri School Transportation Service provided to Customers. Such information may include any information that Liberty would customarily release to customers, including, but not limited to, all transportation rates applicable to Customers, all information concerning historic usage by and/or transportation of gas to Customers, all available tax rate information with respect to the transportation of natural gas to or for Customers, and any other information or documents in the possession of Liberty Utilities, which pertain to transportation of natural gas to Customer and/or to Liberty on Customers' accounts. Pool Operator further represents that it is properly and duly authorized by Customers to make nominations of natural gas volumes on such Customers' behalf and account in accordance with Customer transportation agreements with Company and applicable tariffs.

Pool Operator acknowledges that Missouri School Transportation Service to Customers is subject to the terms and conditions of Company's tariffs on file and in effect with the Missouri Public Service Commission and as may be amended, modified, reissued and made effective from time to time as provided by law. Company may reject this Pool Operator Agreement in the event that Company reasonably determines that Pool Operator or Customers have failed to satisfy their obligations under this Agreement, any agreements with Company or applicable Company tariffs.

To the extent this agreement is inconsistent with the Company's tariff, the terms of the tariff will be controlling.

IN WITNESS WHEREOF, the parties have executed this Pool Operator Agreement/ Group Balancing Agreement as of the day and year first above written.

Company: Liberty Utilities (Midstates Natural Gas) Corp.

Pool Operator: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

DATE OF ISSUE: December 5, 2014  
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