

P.S.C. MO. No.

3

Original Adoption Notice

Cancelling P.S.C. MO. No.

MISSOURI GAS COMPANY, LLC

FOR: All Delivery Points

Missouri Public

ADOPTION NOTICE

REC'D MAY 31 2002

Missouri Gas Company, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by Missouri Gas Company prior to the effective date hereof.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc. which Missouri Gas Company has heretofore filed with said Commission.

Missouri Public
Service Commission

FILED JAN 01 2003

DATE OF ISSUE: [May 31, 2002]

EFFECTIVE DATE: [May 31, 2002]

ISSUED BY: David J. Ries, President
Missouri Gas Company, LLC
110 Algana Court
St. Peters, MO 63376

JAN 01 2003

RECEIVED

MAR 18 1996

MISSOURI
Public Service Commission

Missouri Gas Company

Tariff

General Terms and Conditions

FILED

APR 22 1996

MO. PUBLIC SERVICE COMM

P.S.C. MO. No. 2

(Original) SHEET NO. 1

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

MISSOURI GAS COMPANY

FOR: All Delivery Points

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Public Service Commission

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MO. PUBLIC SERVICE COMM

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

MISSOURI GAS COMPANY

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FILED**DEC 10 1996****95 - 231**

MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE: November 10, 1996
 ISSUED BY: Richard C. Kreul, President
 Missouri Gas Company
 10700 East 350 Hwy, Suite 200A
 Kansas City, MO 64138

EFFECTIVE DATE: December 10, 1996

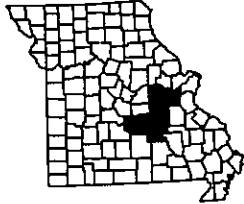
MISSOURI GAS COMPANY

FOR: All Delivery Points

SERVICE AREA MAP

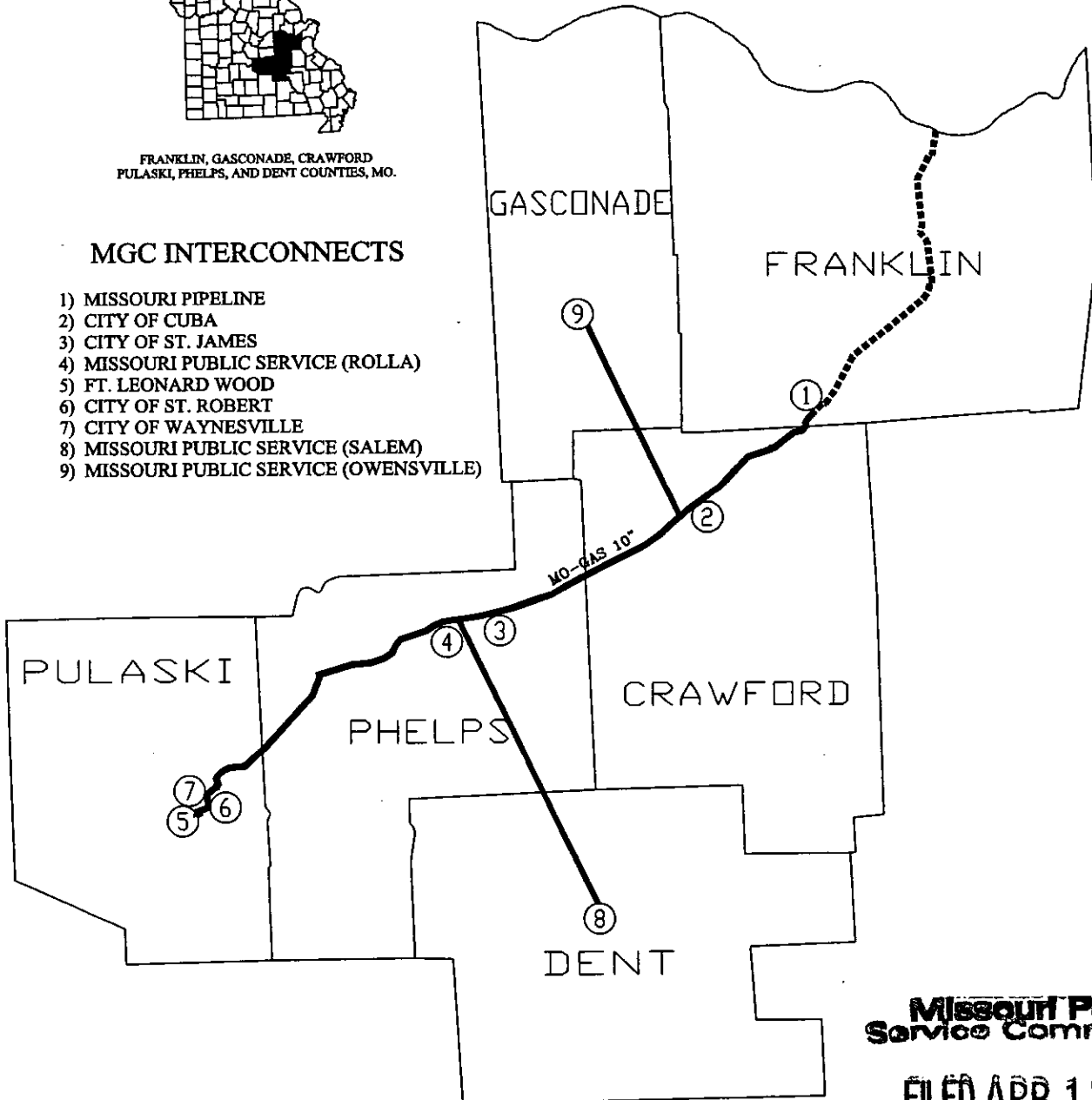
Missouri Public
Service Commission

REC'D MAR 13 2000

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)

Missouri Public
Service Commission

FILED APR 17 2000

DATE OF ISSUE: March 17, 2000

EFFECTIVE DATE: April 17, 2000

ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

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

MISSOURI GAS COMPANY

RECEIVED FOR: All Delivery Points**MAR 18 1996**
FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE**MISSOURI**
Public Service Commission**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 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., 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. **FILED**

APR 22 1996**MO. PUBLIC SERVICE COM.**

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

RECEIVED All Delivery PointsFIRM PROVISIONAL TRANSPORTATION SERVICE (RHS) **MAR 18 1996**
RATE SCHEDULE (Cont.)**MISSOURI**
Public Service Commission3.1 Applicable 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 Month
Maximum \$18.10000 per Dt.
Minimum \$0.00000 per Dt.

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 Month
Maximum \$13.17660 per Dt.
Minimum \$0.00000 per Dt.

b. Commodity Charge.

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

Charge Per Month
Maximum \$0.55000 per Dt.
Minimum \$0.01000 per Dt.

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

Charge Per Month
Maximum \$0.94330 per Dt.
Minimum \$0.01000 per Dt.

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

MAR 18 1996

3.2 Range of Rates.

MISSOURI
Public Service Commission

- 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.

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MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

RECEIVED Missouri Public Service CommissionFIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
RATE SCHEDULE (Cont.)

MAR 18 1996

MISSOURI
Public Service Commission

(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.

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.

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

MAR 18 1996

4. MONTHLY BILL

MISSOURI
Public Service Commission

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.

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MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

P.S.C. MO. No. 2

(Original) SHEET NO. 9

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MISSOURI GAS COMPANY

FOR: All Delivery Points

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FIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS)
FORM OF TRANSPORTATION AGREEMENT

MAR 18 1996

CONTRACT NO. _____

MISSOURI
Public Service Commission

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 19__ by and between MISSOURI GAS COMPANY, a Missouri corporation ("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.

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./day), which shall constitute the Firm Transportation Quantity: _____ (Dt./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, 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 1996
Transporter the then-effective, applicable rates and charges under Transporter's

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DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

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MISSOURI GAS COMPANY

FOR: All Delivery Points

MAR 18 1996

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

MISSOURI

Public Service Commission

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 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

MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996

EFFECTIVE DATE: April 22, 1996

ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

P.S.C. MO. No. 2

(Original) SHEET NO. 11

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MISSOURI GAS COMPANY

FOR: All Delivery Points
MAR 18 1996

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

MISSOURI

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
Kansas City, MO 64138
Attn: Manager of Accounting

Scheduling and Notification: Missouri Gas Company
P.O. Box 37138
Kansas City, MO 64138
Attn: Manager of Transportation

All Other: Missouri Gas Company
P.O. Box 37138
Kansas City, MO 64138
Attn: President

SHIPPER

Billing:

Scheduling and Notification:

All Other:

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MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

RECEIVED Missouri Gas Company PointsFIRM PROVISIONAL TRANSPORTATION SERVICE (FPTS) **MAR 18 1996**
FORM OF TRANSPORTATION AGREEMENT (Cont.)**MISSOURI**
Public Service Commission7. 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.

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DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

P.S.C. MO. No. 2

(Original) SHEET NO. 13

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

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MISSOURI GAS COMPANY

MAR 18 1996 Delivery Points

**FIRM PROVISIONAL TRANSPORTATION SERVICE
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)

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ED. PULLS SERVICE COM

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

P.S.C. MO. No. 2

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

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MISSOURI GAS COMPANY

FOR: All Delivery Points

MAR 18 1996

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

MISSOURI

Public Service Commission

EXHIBIT A

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

and _____

Contract Dated: _____ Exhibit A Effective Date: _____

Contract Number: _____ Supersedes Exhibit A Dated: _____

Firm Transportation Quantity (Dt./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

By: _____
(Signature of Shipper)

By: _____

(Title)

By: _____
(Title)

FILED

APR 22 1996

MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

RECEIVED
FOR ALL DELIVERY POINTS

MAR 18 1996

**INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
RATE SCHEDULE**

MISSOURI

Public Service Commission

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., as described in Section 3.1 except for gas-for-gas exchanges involving equal benefits for which there will be no charge.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

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EFFECTIVE DATE: April 22, 1996

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MISSOURI GAS COMPANY

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FOR: All Delivery Points

MAR 18 1996

**INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICES (IPTS)
RATE SCHEDULE (Cont.)****MISSOURI
Public Service Commission**

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

Charge Per Month:

Maximum \$1.15000 per Dt.
Minimum \$0.01000 per Dt.

- 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. shall be:

Charge Per Month:

Maximum \$1.37650 per Dt.
Minimum \$0.01000 per Dt.

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

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DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
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EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

FOR: All Delivery Points
MAR 18 1996**INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPT) MISSOURI
RATE SCHEDULE (Cont.) Public Service Commission**

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.

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APR 22 1996

MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

RECEIVED
FOR ALL Delivery Points

MAR 18 1996

INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
RATE SCHEDULE (Cont.)MISSOURI
Public Service Commission3.4 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.

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MISSOURI GAS COMPANY

FOR All Delivery Points
RECEIVEDINTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS) **MAR 18 1996**
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

MISSOURI
Public Service Commission

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 19__ by and between MISSOURI GAS COMPANY, a Missouri corporation ("Transporter") and _____ ("Shipper"), a _____

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./day), which shall constitute the Interruptible Transportation Quantity: _____ (Dt./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 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 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

MO. PUBLIC SERVICE COM.
EFFECTIVE DATE: April 22, 1996

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MAR 18 1996

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

MISSOURI

Public Service Commission

- 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.

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ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

P.S.C. MO. No. 2

(Original) SHEET NO. 21

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

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MISSOURI GAS COMPANY

FOR All Delivery Points
MAR 18 1996

**MISSOURI
PUBLIC SERVICE COMMISSION**
INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
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 Kansas City, MO 64138 Attn: Manager of Accounting
Scheduling and Notification:	Missouri Gas Company P.O. Box 37138 Kansas City, MO 64138 Attn: Manager of Transportation
All Other:	Missouri Gas Company P.O. Box 37138 Kansas City, MO 64138 Attn: President

SHIPPER

Billing:
Scheduling and Notification:
All Other:

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APR 22 1996

MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE: March 19, 1996
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Missouri Gas Company
10700 East 350 Hwy, Suite 200A
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EFFECTIVE DATE: April 22, 1996

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

MISSOURI GAS COMPANY

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FOR: All Delivery Points

MAR 18 1996

**MISSOURI
PUBLIC SERVICE COMMISSION**
INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
FORM OF TRANSPORTATION AGREEMENT (Continued)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.

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MO. PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2

(Original) SHEET NO. 23

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

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MISSOURI GAS COMPANY

FOR: All Delivery Points
MAR 18 1996

MISSOURI Service Commission
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

By: _____

(Title)

(Seal)

Executed _____, 19 __

ATTEST:

By: _____

(Title)

(Shipper)

By: _____

(Title)

(Seal)

Executed _____, 19 __

ATTEST:

By: _____

(Title)

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APR 22 1996

MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

P.S.C. MO. No. 2
Cancelling P.S.C. MO. No. 1 CANCELLING ALL PREVIOUS SHEETS

(Original) SHEET NO. 24

RECEIVED

MISSOURI GAS COMPANY

FOR: All Delivery Points
MAR 18 1996

MISSOURI
PUBLIC SERVICE COMMISSION
INTERRUPTIBLE PROVISIONAL TRANSPORTATION SERVICE (IPTS)
FORM OF TRANSPORTATION AGREEMENT (cont.)

EXHIBIT A

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

and _____

Contract Dated: _____ Exhibit A Effective Date: _____

Contract Number: _____ Supersedes Exhibit A Dated: _____

Interruptible Transportation Quantity (Dt./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

By: _____
(Signature of Shipper)

By: _____ **FILED**

(Title)

By: _____
(Title)

APR 22 1996
MO. PUBLIC SERVICE COM.

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

MISSOURI GAS COMPANY

FOR: All Delivery Points

RECEIVED**GENERAL TERMS AND CONDITIONS****JUN 18 1997**

The following General Terms and Conditions are applicable for all service provided under the jurisdiction of the MoPSC.

**MISSOURI
Public Service Commission****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 (Dt.) 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.

FILED**2. Conditions of Receipt and Delivery.****JUL 25 1997**

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

MO. PUBLIC SERVICE COMM

DATE OF ISSUE: June 25, 1997

EFFECTIVE DATE: July 25, 1997

ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

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

MISSOURI GAS COMPANY

RECEIVED

FOR: All Delivery Points

MAR 18 1996

**GENERAL TERMS AND CONDITIONS
(Cont.)**

MISSOURI

~~Public Service Commission~~

- 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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~~MO. PUBLIC SERVICE COMMISSION~~

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Missouri Gas Company
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Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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MISSOURI GAS COMPANY

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GENERAL TERMS AND CONDITIONS
(Cont.)MISSOURI
Public Service Commission

- (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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MISSOURI GAS COMPANY

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FOR: All Delivery Points

JUN 18 1997

GENERAL TERMS AND CONDITIONS
(Cont.)**MISSOURI**
Public Service Commission

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.

3. 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.

- (1) 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.
- (2) Should Shipper fail to provide this nomination on or before the Nomination Date, Transporter may deem the Shipper's nomination to be zero (0).
- (3) 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.
- (4) 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 (1). Daily changes

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GENERAL TERMS AND CONDITIONS
(Cont.)

MISSOURI

PUBLIC SERVICE COMMISSION

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, Shipper may change the person designated under Section 9(b)(7) 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 10 will become eligible for scheduling pursuant to this Section 3.

4. 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.

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(Cont.)

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Public Service Commission

- 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) shall be determined by taking the arithmetic average of the heating value as recorded by recording calorimeter 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.

5. 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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GENERAL TERMS AND CONDITIONS
(Cont.)**MISSOURI**
Public Service Commission**6. 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 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. (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

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MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE: March 19, 1996
ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
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EFFECTIVE DATE: April 22, 1996

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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.

7. 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) 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. 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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ISSUED BY: Richard C. Kreul, President
Missouri Gas Company
10700 East 350 Hwy, Suite 200A
Kansas City, MO 64138

EFFECTIVE DATE: April 22, 1996

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FOR: All Delivery Points

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- (1) 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.
 - (2) 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.
- (1) 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 or any directive from any governmental authority having jurisdiction in the premises.
 - (2) All transportation volumes received and/or taken in violation of Transporter's curtailment or interruption orders shall constitute unauthorized receipts or deliveries for which a charge of \$1.00 per Dt. plus the normal transportation charges shall be assessed.

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d. Situation Reports and Notices.

- (1) 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.
- (2) Shipper shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.
- (3) 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. 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
Kansas City, MO 64138
Attn: Manager of Transportation
(816) 737-7900

- 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:

- (1) The type of service desired;
- (2) The proposed Point(s) of Receipt and the volume and Btu of gas for each such point;

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P.S.C. MO. No. 2

(Original) SHEET NO. 35

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- (3) The proposed Point(s) of Delivery from Transporter to Shipper and the volume and Btu of gas for each such point;
 - (4) The date on which service is requested to commence;
 - (5) The date on which service is requested to terminate;
 - (6) The complete legal name and a legal description of Shipper;
 - (7) The name, title, mailing address, and telephone number of the person designated by Shipper for purpose of scheduling and nominations under Section 3 herein;
 - (8) The information, including mailing address of Shipper, necessary for billing under Section 6 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:
- (1) Provide a written description of the complaint, including the identification of the transportation request, and send to:

Missouri Gas Company
P.O.Box 37138
Kansas City, MO 64138
Attn: Manager of Transportation
 - (2) 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
Kansas City, MO 64138
Attn: Manager of Transportation
(816) 737-7900

- 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) and 9(c) herein. If Transporter requests additional information or assurances in accordance with Section 9(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) 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:
- (1) The identity of each end user(s);
 - (2) The identity of any affiliation between Shipper and seller(s) and/or end user;;
 - (3) The identity of any immediate upstream and/or downstream pipeline transporters of the gas;
 - (4) 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.

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This Section 10 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.

a. Order of Priority.

- (1) 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.
- (2) 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 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) 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) herein.

11. 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.

12. Operation of Rate Schedule in Conjunction with Marketing Affiliates.

- 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. 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 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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**Missouri Public
Service Commission**GENERAL TERMS AND CONDITIONS
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13. 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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14. Legal Description for Salem 6" PipelineMISSOURI
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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			
Southeast Quarter		Section 20			
T36N-R7W		Northwest Quarter	Section 29		
		Southeast Quarter	Section 29		
		Southwest Quarter	Section 29		
	Northeast Quarter	Section 32			
	Southeast Quarter	Section 32			
		Southwest Quarter	Section 33		
		Northwest Quarter	Section 4		
		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
Continued

Northeast Quarter	Section 21
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

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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
Northeast Quarter	Section 24
Northwest Quarter	Section 24
Southeast Quarter	Section 24
Northeast Quarter	Section 25

T35N-R6W

Northwest Quarter	Section 30
Southwest Quarter	Section 30
Northwest Quarter	Section 31
Northeast Quarter	Section 31
Southeast Quarter	Section 31
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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