

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

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.

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.

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