

Date: July 24, 2008

Contract No.: 114767

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and MISSOURI GAS UTILITY, INC. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

Such contract quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

July 01, 2009 to

March 31, 2020

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

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It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

MISSOURI GAS UTILITY, INC.
7810 SHAFFER PARKWAY
LITTLETON, CO 80127
Attention: TIM JOHNSTON

Telephone: 303-979-7680
Fax: 720-981-2129

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INVOICES AND STATEMENTS:

MISSOURI GAS UTILITY, INC.
7810 SHAFFER PARKWAY
LITTLETON, CO 80127
Attention: Accounts Payable

Telephone: 303-646-7680
Fax: 303-979-7292

8. FURTHER AGREEMENT:

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: MISSOURI GAS UTILITY, INC.

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____ Agent and Attorney-in-Fact

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND MISSOURI GAS UTILITY, INC. (Shipper)

Contract No: 114767
Rate Schedule: FTS-1
Contract Date: July 24, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
696539 REX WEST INT FROM: July 01, 2009	171759 GALLATIN INTERCONNECT TO: March 31, 2020	600	0	0

From: [Pete Upton](#)
To: [Kasunic, Thomas;](#)
CC:
Subject: Re: Buy out
Date: Tuesday, February 10, 2009 9:55:20 AM
Attachments:

Thanks for the update !! I do not have a deadline !!

>>> "Kasunic, Thomas" <thomas_kasunic@transcanada.com> 2/10/2009 9:33 AM >>>
Just letting you know that I am working it.

If you have a hard deadline, please let me know.

TK

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