

Contract No: 110863
Amendment No: 02

AMENDMENT

Date: December 14, 2005

"Transporter": ANR PIPELINE COMPANY

"Shipper": MISSOURI GAS UTILITY, INC.


STS Contract No. 110863 dated September 09, 2004 ("Agreement") between Transporter and Shipper is amended effective April 01, 2006 as follows:

Transporter and Shipper have agreed to extend the term of the Agreement to March 31, 2011.
An updated Primary Route Exhibit reflecting the change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

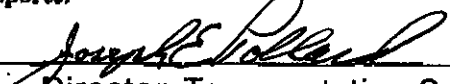
MISSOURI GAS UTILITY, INC.

"Shipper"

By:  Timothy R. Johnston
Title: Senior Vice President
Date: 12/15/2005

ANR PIPELINE COMPANY

"Transporter"

By: 
Title: Director, -Transportation Services
Date: 12/19/05

*Smd
12/15/05
CW 12/19/05*

CONTRACT QUANTITY EXHIBIT**To Agreement Between**

2004

ANR PIPELINE COMPANY (Transporter)

2005

AND MISSOURI GAS UTILITY, INC. (Shipper)**Contract No: 110863****Rate Schedule: STS****Contract Date: September 09,****Amendment Date: December 14,****Effective Start: April 01, 2005****Effective End: March 31, 2011**

	MDQ (DTH)
Maximum Daily Transportation Quantity (MDTQ)	900
Maximum Daily Withdrawal Quantity (MDWQ) From Storage	1100
Maximum Daily Quantity (MDQ)	2000
Maximum Daily Injection Quantity (MDIQ) To Storage	1100
Maximum Storage Quantity (MSQ)	55000

PRIMARY RECEIPT POINT EXHIBIT
To Agreement Between

2004

ANR PIPELINE COMPANY (Transporter)

2005

AND MISSOURI GAS UTILITY, INC. (Shipper)

Contract No: 110863

Rate Schedule: STS

Contract Date: September 09,

Amendment Date: December 14,

Primary
Receipt
Point No.

Primary
Receipt
Point Name

MDQ
(DTH)

103702

FROM: April 01, 2005

S W HEADSTATION

TO: March 31, 2011

900

153808

FROM: April 01, 2005

ANRPL STORAGE FACILITIES

TO: March 31, 2011

1100

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

Contract No: 110863
Rate Schedule: STS
Contract Date: September 09, 2004
Amendment Date: December 14, 2005

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
153808 FROM: April 01, 2005	ANRPL STORAGE FACILITIES TO: March 31, 2011	1100
171759 FROM: April 01, 2005	GALLATIN INTERCONNECT TO: March 31, 2011	2000

Tim Johnston

From: Tim Johnston
Sent: Tuesday, December 13, 2005 10:14 AM
To: 'scott.culberson@elpaso.com'
Cc: Tim Horn (tim.horn@elpaso.com)
Subject: MGU Contract Extension

Scott,

Here is the Amended Service request for Missouri Gas Utility, Inc. for gas deliveries to our Gallatin, MO system. I have read and approved the terms as the Senior Vice President of MGU. Please execute and confirm. Thanks for your prompt attention to this item.

Tim Johnston

12/13/2005

ANR Transport Agreement

begins in ~~April~~
March 2000



800-720-8193

PO Box 270868 Littleton, CO 80127-0868

Phone 303-979-7680 Fax 303-979-7892

facsimile transmittal

To: Sandy Dibello Fax: (713) 420 2360
From: Tim Johnston Date: 12/12/2005
Re: Pages: 3, Including cover sheet

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Sandy,

Tim Horn called yesterday (12/11/2005) about this matter. I found this document in our accounting dept where it had gone along with the transportation billing. Please execute this ASAP.

Thanks,

Tim Johnston

CONFIDENTIAL

August 12, 2005

Missouri Gas Utility, Inc.
P.O. Box 270868
Littleton, CO 80127
Attention: Tim Johnston

RE: Extension of Long Term Service Agreement
Pursuant to Section 22.3(a)
of ANR Pipeline Company's General Terms and Conditions of its
FERC Gas Tariff Firm Service Agreement STS Contract Number 110863

Dear Tim,

Reference is made to the above referenced Firm Service Agreement between Missouri Gas Utility, Inc. and ANR Pipeline Company (ANR) relating to the firm transportation/storage by ANR of certain quantities of gas ("Capacity").

Section 22.3(a) of the General Terms and Conditions of ANR's FERC Gas Tariff provides, in part as follows:

Except as to expiring Capacity that is the subject of the provisions of subsection (b) below, Transporter shall notify Shipper no earlier than eight (8) Months, nor later than seven (7) Months, prior to the expiration of the Capacity whether there exists any acceptable bona fide offer for Transporter's Capacity that could be satisfied by the relinquishment of Shipper's Capacity. If Transporter has received any such offers, Transporter shall inform Shipper of the rate and the term that has been offered for Shipper's Capacity and, if requested, shall provide to Shipper a copy of the acceptable bona fide offer (except that Transporter may redact the identity of the offering Shipper, unless the offering Shipper is an affiliate of Transporter, in which case the identity of the offering Shipper shall not be redacted). Shipper shall notify Transporter within thirty (30) days after notification whether it desires to match the rate and term, up to a maximum of five (5) years, offered, and if so, to provide a binding commitment in writing to Transporter to execute a contract containing said terms within the next thirty (30) days.

If Transporter notifies Shipper that there are no acceptable, bona fide, offers for Shipper's capacity under Section 22.3(a), Transporter and Shipper shall have sixty (60) days after notification to negotiate the terms and conditions of a new or amended Agreement.

April 12, 2005
Missouri Gas Utility, Inc.
Contract No. STS 110863
Page 2

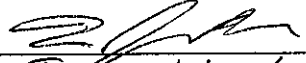
ANR has not received a bona fide offer for your capacity; however, our records indicate that the Contract will terminate on March 31, 2006.

Please indicate your decision below and return a copy of this election form to Sandy Dibello by facsimile @ (713) 420-2360.

1. X Elect to negotiate the terms and conditions of a new or amended agreement. **Note:** The new or amended agreement must be executed within 60 days of this notice or the Right of First Refusal for the contract capacity will expire
2. _____ Elect to terminate the Right of First Refusal for this capacity.

Failure to respond to this letter will result in the expiration of your Right of First Refusal and the capacity will expire at the end of its term.

Missouri Gas Utility, Inc.

By: 
Name: Tim Johnston
Title: Senior Vice President
Date: 12/12/2005

If you have any questions or need further assistance, please contact me at (713) 420-3199.

Very truly yours,



Sandy Dibello
Sr. Account Representative
Transportation Services

cc: Tim Horn

ANR PIPELINE COMPANY TRANSPORTATION SERVICE REQUEST FORM

- SEND: a) Electronically through GEMs™ ANR Pipeline website
b) Fax Telecopy No. (248) 994-4301
Verification No. (248) 994-4035
c) Mail transportation Services
ANR Pipeline Company
Nine Greenway Plaza
Houston, Texas 77046

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1 SHIPPER

Full Legal Name: Missouri Gas Utility, Inc
Entity ID (DUNs #): 177053308
Contact Name: Tim Johnston
Contact Phone: (303) 979-7680 ext 105
Contact Email: thouston@coloradonaturalgas.com

Is Requestor affiliated with ANR?

☒ No ☐ Yes ☐ ANR
☐ ANR Affiliate
☐ % Ownership of OR ☐ % Owned by ANR or ANR Affiliate

Is Shipper affiliated with ANR?

☒ No ☐ Yes ☐ ANR
☐ ANR Affiliate
☐ % Ownership of OR ☐ % Owned by ANR or ANR Affiliate

2 TYPE OF REQUEST

☐ New Service
☒ Amended Service Contract #: 110863

Amendment Reason: ☐ Change Primary Point(s) (Must extend through term of Agreement)
☐ Elevation of Secondary Point to Primary
☒ Other (Reason) extend contract through 3/31/2011

If Amended Service Request is from a Capacity Release Replacement Shipper:

Replacement Shipper Contract #: _____
Releasing Shipper Contract #: _____

3 CONTRACT TERM

From: 4/1/05 To: 3/31/06
Amendment Effective Date: 4/1/06

(Agreements for Rate Schedule FSS of at least twelve (12) consecutive months and for Rate Schedule STS must end on March 31)

RATE SCHEDULE

<input type="checkbox"/> ETS	<input type="checkbox"/> FSS	<input type="checkbox"/> ITS	<input type="checkbox"/> PTS-1
<input checked="" type="checkbox"/> STS	<input type="checkbox"/> DDS	<input type="checkbox"/> ITS-3	<input type="checkbox"/> PTS-2
<input type="checkbox"/> FTS-1	<input type="checkbox"/> MBS	<input type="checkbox"/> IPLS	<input type="checkbox"/> PTS-3
<input type="checkbox"/> FTS-2	<input type="checkbox"/> NNS	<input type="checkbox"/> IWS	
<input type="checkbox"/> FTS-3	<input type="checkbox"/> MSA (Master Service Agreement for Capacity Release)		

Associated Gathering Contract? ☐ Yes ☒ No

ANR PIPELINE COMPANY TRANSPORTATION SERVICE REQUEST FORM

5 CONTRACT QUANTITIES

(A) Primary routes for Rate schedules ETS, FTS-1, FTS-2, STS and FTS-3

Start Date	End Date	Receipt Point		Delivery Point		MDQ Dth/Day	MHQ Dth/Hour
		No.	Name	No.	Name		
4/1/05	3/31/11	103702	SW Headstaion	171759	Gallatin	MDQ 2,000	
						MDTQ 900	
						MDWQ 1,100	
						MDIQ 1,100	
						MSQ 55,000	

See ANR point catalog for complete description. If a point that is not in ANR's point catalog is being requested, please provide a complete description

5 CONTRACT QUANTITIES (CONTINUED)

(B) Rate Schedule ETS Options

☐ Aggregation of Delivery Points
☐ MHQ

(C) Rate Schedule FTS-3 Options

☐ Variation of Deliveries (Enhanced Balancing)
☐ Short Notice Startup & Shutdown

(D) Rate Schedule FSS

Maximum Storage Quantity (MSQ) _____ Dekatherms

Base Maximum Daily Withdrawal Quantity (MDWQ) _____ Dekatherms/day

Rate Schedule FSS Options: ☐ Winter Period Only ☐ Flexible Entitlements
☐ With Ratchets ☐ Without Ratchets

(Agreements for Rate Schedule FSS of at least twelve (12) consecutive Months and for Rate Schedule STS must end on March 31)

(E) Rate Schedule DDS

Maximum Storage Quantity (MSQ) _____ Dekatherms

(F) Rate Schedule NNS

Delivery Location # _____ Delivery Location Name: _____

No-Notice Entitlements (NNE) _____ Dekatherms

Designated Storage Account and NNS Storage Transportation

_____ FSS Agreement No.

_____ ETS, FTS-1 or FTS-3 Agreement No.

6 FURTHER AGREEMENT

ANR PIPELINE COMPANY TRANSPORTATION SERVICE REQUEST FORM

7 NOTICES

(A) Shipper Notices

Address: 7810 Shaffer Pkwy Suite 120

P.O. Box 270868

City, State Zip: Littleton, CO 80127

Attn: Tim Johnston

Email: tjohnston@coloradonaturalgas.com

Phone: (303) 979-7680 ext 105

Fax: (303) 979-7892

(B) Invoices and Statements

☒

Same as above

Address: _____

City, State Zip: _____

Attn: _____

Email: _____

Phone: _____

Fax: _____

**THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED
REQUESTOR:**

(Name)

(Address)

(City State Zip)

By: _____

Title: _____

Date: _____

Phone: _____

Fax: _____



CITY of GALLATIN
County Seat of Daviess County, Missouri

112 East Grand
Gallatin, MO 64640
Ph: 660-663-2011
Fax: 660-663-3937

Sandy Dibello
1001 Louisana
Houston TX 77002

January 12, 2005

Consent to Assignment of Service Agreement from City of Gallatin, Missouri to Missouri Gas Utility, Inc.

The City of Gallatin, Missouri desires to assign its natural gas transportation contract (STS service agreement #110863 dated September 9, 2004) with ANR Pipeline to Missouri Gas Utility Inc. Both City of Gallatin and Missouri Gas Utility Inc. request ANR's consent to the assignment of the referenced contract by signing this Letter Agreement in the space provided below.

As of the Effective Date of this Assignment, all parties agree that Missouri Gas Utility Inc. accepts assignment of the Contract and all rights and obligations under the Contract. City of Gallatin is liable for all transactions prior to that date.

City of Gallatin, Missouri

By: [Signature]

Title: City Administrator

Missouri Gas Utility Inc

By: [Signature]

Title: Vice President

Agreed to and accepted by on _____:

ANR Pipeline

By: _____

Title: _____

September 20, 2004

City of Gallatin
112 East Grand St.
Gallatin, MO 64640

Attn: Kenneth King

RE: Service Package Number 110863 dated September 09, 2004

Enclosed please find:

☐ Unexecuted Agreements/Amendments
☒ Fully Executed Agreement
☐ Other

Please:

☐ Execute and return all partially executed
agreements to my attention within two weeks.
☒ Retain for your files.
☐ Other

If you have any questions, or need further assistance, please feel free to contact me at (713) 420.3199 by email at Sandy.Dibello@elpaso.com.

Best Regards,



Sandy Dibello
Sr. Account Representative
Transportation Services

Date: September 09, 2004

Contract No.: 110863

STS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and CITY OF GALLATIN (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 FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

**1. AUTHORITY FOR TRANSPORTATION SERVICE:
(284G - Blanket or 284B - Sec. 311)**

Not Applicable

2. RATE SCHEDULE: Small Transportation Service (STS)

3. CONTRACT QUANTITIES:

Receipt Points - see Exhibit attached hereto.

Delivery Points - see Exhibit attached hereto.

Contract Quantity - see Exhibit attached hereto.

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

4. TERM OF AGREEMENT:

April 01, 2005 to

March 31, 2006

Date: September 09, 2004

Contract No.: 110863

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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 FERC Gas 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 changes in 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 FERC Gas 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
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

Date: September 09, 2004

Contract No.: 110863

SHIPPER:

CITY OF GALLATIN
112 EAST GRAND STREET
GALLATIN, MO 64640-0000
Attention: KENNETH KING

Telephone: 660-663-3321
Fax: 660-663-3937

INVOICES AND STATEMENTS:

CITY OF GALLATIN
112 EAST GRAND STREET
GALLATIN, MO 64640-0000
Attention: KENNETH KING

Telephone: 660-663-3321
Fax: 660-663-3937

8. FURTHER AGREEMENT:

None.

Date: September 09, 2004

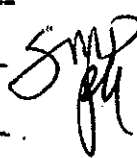
Contract No.: 110863

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: CITY OF GALLATIN

By: Title: City AdministratorDate: 13 Sep 04

TRANSPORTER: ANR PIPELINE COMPANY

By: Title: Agent and Attorney-in-FactDate: 9/15/04

**CONTRACT QUANTITY EXHIBIT
To Agreement Between**

2004

**ANR PIPELINE COMPANY (Transporter)
AND CITY OF GALLATIN (Shipper)**

Contract No: 110863
Rate Schedule: STS
Contract Date: September 09,

Amendment Date:

Effective Start: April 01, 2005
Effective End: March 31, 2006

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Maximum Daily Quantity (MDQ)	2000
Maximum Daily Injection Quantity (MDIQ) To Storage	1100
Maximum Storage Quantity (MSQ)	55000

PRIMARY RECEIPT POINT EXHIBIT

To Agreement Between

2004

**ANR PIPELINE COMPANY (Transporter)
AND CITY OF GALLATIN (Shipper)**

Contract No: 110863

Rate Schedule: STS

Contract Date: September 09,

Amendment Date:

**Primary
Receipt
Point No.**

**Primary
Receipt
Point Name**

**MDQ
(DTH)**

103702

FROM: April 01, 2005

S W HEADSTATION

TO: March 31, 2006

900

153808

FROM: April 01, 2005

ANRPL STORAGE FACILITIES

TO: March 31, 2006

1100

PRIMARY DELIVERY EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND CITY OF GALLATIN (Shipper)**

Contract No: 110863
Rate Schedule: STS
Contract Date: September 09, 2004
Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
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171759 FROM: April 01, 2005	GALLATIN INTERCONNECT TO: March 31, 2006	2000