

Laclede Gas Company  
GSIP-III  
Case No. GT-2001-329  
Staff Data Request No. 5004

- Q. Please provide copies of all correspondence (including e-mails), including draft contracts, for the last two years between MRT and Laclede regarding renewal, or extension of its current contracts.
- A. Supplemental Data Request Response: See attached.

Exhibit No. 72  
Date 6-20-01 Case No. GT-2001-329  
Reporter TU

**DRAFT**  
**PRIVILEGED AND CONFIDENTIAL**  
**DOCUMENT FOR SETTLEMENT PURPOSES ONLY**

**HIGHLY  
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**Laclede Service Negotiations**  
**5-31-2001**

1. Service Levels:
  - a. Existing transportation and storage service delivery levels
  - b. MRT agrees to post at least 130,000 Dth/d West Line capacity for the term of the agreement (subject to Force Majeure)
2. Term
  - a. Five year Term Differentiated Agreement (TDA) effective November 1, 2001.
  - b. Automatic annual evergreen provision unless either Laclede or MRT terminates evergreen upon at least 12 month notice.
  - c. ROFR preserved
3. Rates/Rate Level
  - a. The lessor of the rate associated with 5 year TDA or the current RP96-199 rates (net of settlement discount).
4. Contract Demand reduction entitlements.
  - a. Bypass turnback entitlement
  - b. Unbundling
5. Within the first 2 years of the initial term of this agreement, Laclede may request and MRT will seek to obtain approval to install compression at Horse Shoe Lake which would provide MRT more flexibility in consistently serving downstream markets with higher pressure/volume.

**HIGHLY  
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Termination Notice Extension

RE: Mississippi River Transmission Corporation FTS Contract Numbers 463 and 528, and FSS Contract Number 502, between Mississippi River Transmission Corporation ("MRT") and Laclede Gas Co. ("Laclede")

On April 26, 2001, MRT and Laclede entered into a Termination Notice Extension agreement waiving the six-month notification period related to Section 1 of the above referenced Agreements and Section 15.3 of the General Terms and Conditions of MRT's tariff regarding ROFR. The notification deadline as set forth in the April 26, 2001 extension agreement is May 31, 2001.

As you requested, MRT is hereby waiving the May 31, 2001 notification date to the extent provided below:

1. The six-month notice of termination requirement of Section 1 of the above referenced Agreements (as modified by the April 26, 2001 agreement) to provide that if either party determines to terminate the Agreements on October 31, 2001, the party must provide written notice of such termination to the other party on or before June 30, 2001, and
2. The six-month notice required by Section 15.3 of the General Terms and Conditions of MRT's tariff (as modified by the April 26, 2001 agreement) to provide that, if the Agreements expire on October 31, 2001 and Laclede determines to exercise its right of first refusal with respect to the capacity under the expiring Agreements, Laclede must notify MRT in writing of such exercise on or before June 30, 2001.

Notwithstanding the foregoing waivers, MRT reserves the right, however, to deny any future requests for waiver.

RECEIPT AND UNDERSTANDING ACKNOWLEDGED  
AND AGREED TO THIS 30<sup>TH</sup> DAY OF MAY 2001

LACLEDE GAS CO.

MISSISSIPPI RIVER  
TRANSMISSION CORP.

By: 

By: 

**HIGHLY  
CONFIDENTIAL**

Termination Notice Extension

RE: Mississippi River Transmission Corporation FTS Contract Numbers 463 and 528, and FSS Contract Number 502, between Mississippi River Transmission Corporation ("MRT") and Laclede Gas Co. ("Laclede")

As you requested, MRT is hereby waiving the notification dates to the extent provided below:

1. The six-month notice of termination requirement of Section 1 of the above-referenced Agreements to provide that if either party determines to terminate the Agreements on October 31, 2001, the party must provide written notice of such termination to the other party on or before May 31, 2001, and
2. The six-month notice required by Section 15.3 of the General Terms and Conditions of MRT's tariff to provide that, if the Agreements expire on October 31, 2001 and Laclede determines to exercise its right of first refusal with respect to the capacity under the expiring Agreements, Laclede must notify MRT in writing of such exercise on or before May 31, 2001.

Notwithstanding the foregoing waivers, MRT reserves the right, however, to deny any future requests for waiver.

RECEIPT AND UNDERSTANDING ACKNOWLEDGED  
AND AGREED TO THIS 26th DAY OF APRIL 2001

LACLEDE GAS CO.

MISSISSIPPI RIVER  
TRANSMISSION CORP.

By: X. J. Merwin

By: Robert Frost