

FERC GAS TARIFF  
SECOND REVISED VOLUME NO. 1

of

MoGas Pipeline LLC

filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

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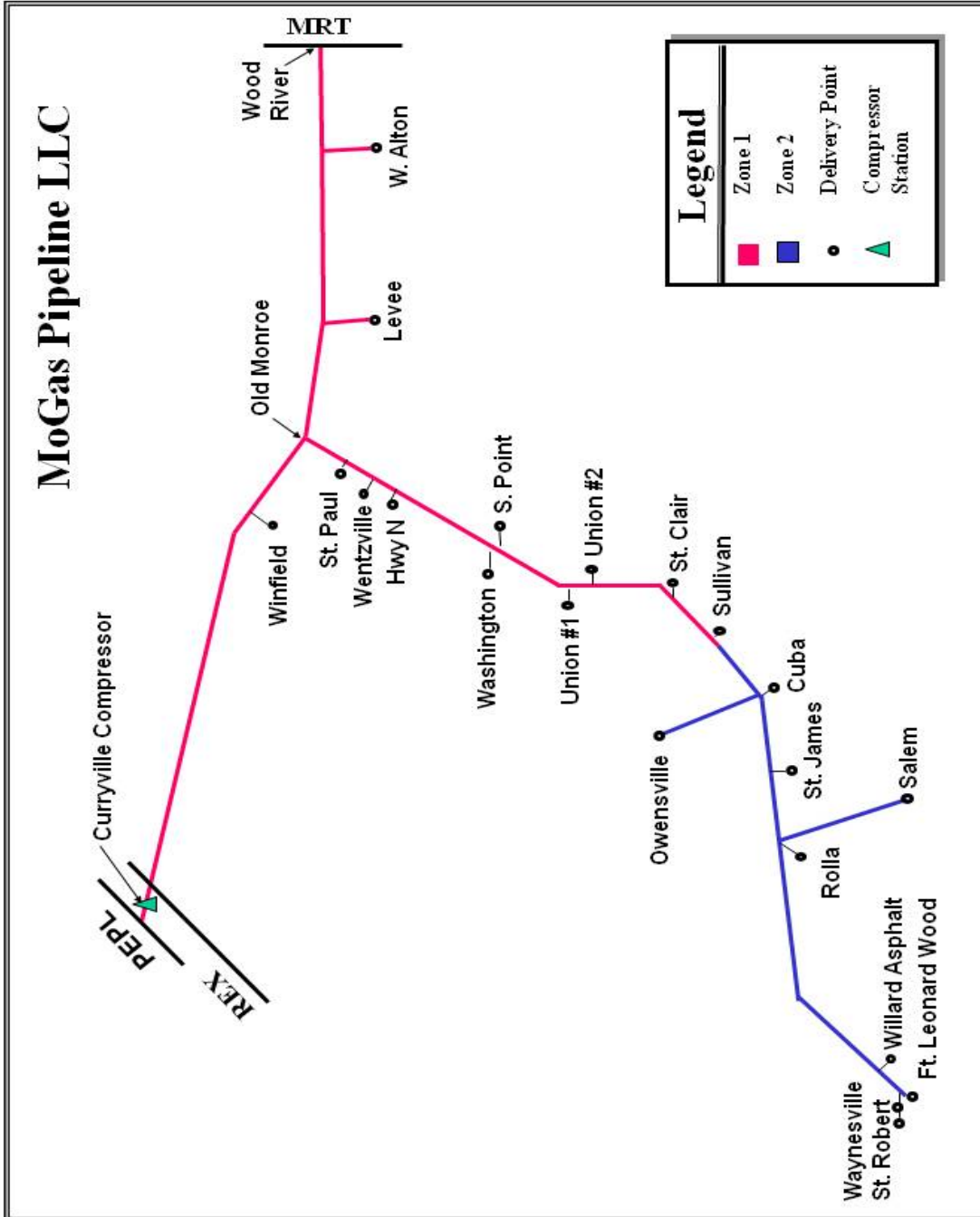
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## PRELIMINARY STATEMENT

MoGas Pipeline LLC ("Transporter") is a natural gas company which owns and operates a natural gas pipeline with receipt points at an interconnection with Centerpoint Energy – Mississippi River Transmission Corporation on the east end of the system (Madison County, Illinois) and an interconnection with Panhandle Eastern Pipe Line Company ("PEPL") on the western end of the system (Pike County, Missouri). Deliveries are made to local distribution companies ("LDCs") and industrial customers in the following Missouri counties – Pike, Lincoln, Franklin, St. Charles, Pulaski, Phelps, Dent, Crawford and Gasconade. The Transporter transports natural gas under this Tariff under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC" or "Commission").

SYSTEM MAP



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SCHEDULE OF RATES FOR TRANSPORTATION

Type of Charge	Rates per Dekatherm	
	Maximum	Minimum
Firm Transportation		
Reservation Charge (per month)		
Zone 1	\$12.385	\$ 0.000
Zone 2	\$ 9.615	\$ 0.000
Commodity Charge		
Zone 1	\$ 0.0165	\$ 0.0165
Zone 2	\$ 0.000	\$ 0.000
Interruptible Transportation		
Commodity Charge		
Zone 1	\$ 0.424	\$ 0.0165
Zone 2	\$ 0.316	\$ 0.000
FERC Annual Charge Adjustment 1/	\$ 0.0018	
Authorized Overrun Service 2/		
Fuel and Gas Loss Retention Percentage:	0.50%	

1/ The authorized FERC Annual Charge Adjustment will be charged when applicable both to service under Transporter's Recourse Rates and to service under Negotiated Rates.

2/ The rate for Authorized Overrun Service will be equal to the rate for Interruptible Transportation Service.

STATEMENT OF NEGOTIATED RATES 1/

Customer Name:

Contract Number:

Rate Schedule:

Maximum Daily Quantity:

Reservation Rate:

Commodity Rate:

Primary Receipt Point(s):

Name

Primary Delivery Point(s):

Name

Term of Agreement:

Notes:

1/ The negotiated rate agreement does not deviate in any material aspect from the form of agreement in the tariff for the applicable rate schedule.

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Issued on: December 9, 2010

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RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. Availability

This Rate Schedule is available for transportation of natural gas on a firm basis by MoGas Pipeline LLC ("Transporter") for any Shipper, under the following conditions:

(a) Shipper submits a valid request for service and executes a Firm Transportation Agreement ("FT Agreement") in which Transporter agrees to transport and deliver on behalf of Shipper natural gas up to a specified volume ("Maximum Daily Quantity or MDQ"); and

(b) Transporter has determined that sufficient uncommitted firm capacity exists on applicable portions of Transporter's system to provide the service.

2. Applicability and character of service

2.1 The firm transportation provided under this Rate Schedule shall include forward-haul and exchange service, performed under Subparts B or G of Part 284 of the Commission's regulations. Firm transportation service under this Rate Schedule will be provided, to the extent Transporter determines firm capacity is available, to any Shipper in the order in which each Shipper has fulfilled the requirements of Section 7.6 of the General Terms and Conditions of this Tariff. Transporter will not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 7.23. If Transporter installs, operates, or agrees to maintain additional facilities in order to provide transportation service, such facilities and or maintenance obligations may be listed in an exhibit to Shipper's FT Agreement.

2.2 Service shall be provided on a firm basis. However, service may be curtailed pursuant to Section 7.15 of the General Terms and Conditions or whenever necessary to maintain gas quality pursuant to Section 7.3 of the General Terms and Conditions or the integrity of Transporter's system.

2.3 Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any term of this Rate Schedule, with the terms of Shipper's executed FT Agreement with Transporter, or with the provisions of Transporter's General Terms and Conditions applicable to this Rate Schedule; provided, Transporter shall give Shipper ten (10) days advance notice of Shipper's noncompliance, during which time Shipper will have an opportunity to come into compliance before Transporter exercises its rights under this Section.

2.4 If Shipper, upon receiving the advance approval of Transporter, takes under this Rate Schedule on any day a quantity of natural gas in excess of Shipper's MDQ, then such quantity shall constitute an Authorized Overrun Quantity. Transporter reserves the right to limit Shipper's receipts and deliveries during any Gas Day to the Shipper's MDQ.

Such service:

(a) shall be available only to the extent it does not impair Transporter's ability to render service under this Rate Schedule and other rate schedules up to the total MDQs Transporter is committed to transport under FT Agreements with all Shippers;

(b) is interruptible; and

(c) is subject to the rate and charges applicable to Authorized Overrun Service in Transporter's Schedule of Rates for Transportation, Section 4, Second Revised Volume No. 1 of Transporter's FERC Gas Tariff.

### 3. Rates and charges

3.1 Transportation rates: The applicable rates for service under this FT Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Schedule of Rates for Transportation on Section 4 of this Tariff; provided, however, Transporter has the right to adjust the rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule, as set forth on the effective Schedule of Rates for Transportation. This right to adjust reservation rates is not applicable to service being provided under currently-effective discounted and negotiated rate agreements. If the Transporter interrupts or curtails service for any reason, other than events of force majeure as described in Section 7.27 of the General Terms and Conditions, and Shipper previously has paid for the service that was interrupted or curtailed service, Transporter shall credit to Shipper's next monthly bill an amount equal to the daily reservation charge multiplied by the number of days of interruption or curtailment.

3.2 New facilities: Construction of new facilities shall be made pursuant to the provisions of Section 7.23 of the General Terms and Conditions.

3.3 Incidental charges: Subject to Commission approval, Transporter may charge Shipper an amount to reimburse Transporter 100% of any filing fees or similar fees and, if applicable, sales or use tax that have not been paid previously by Shipper, which Transporter incurs in establishing or rendering service.

3.4 Authorized Overrun Charge: For all authorized overrun volumes, Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum FT rate designed on a 100% load factor basis times the excess quantities delivered to Shipper.

3.5 Annual Charge Adjustment ("ACA"): Transporter shall adjust the rates for services under this Tariff from time to time to reflect the annual charge assessed Transporter by the Commission pursuant to Order No. 472 or any other superseding or related rule or order.

3.6 Fuel and Gas Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and gas losses shall be equal to the actual quantity of gas received by Transporter from Shipper at Receipt Point(s), multiplied by the applicable Fuel and Gas Loss Retention Percentage shown in the Schedule of Rates for Transportation.

3.7 Notwithstanding any provision of Transporter's FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and each otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate. Transporter shall distinguish negotiated rate agreements from recourse or discount rate agreements. The rules for the use and nondiscriminatory application of non-conforming negotiated rates are set forth in Section 7.12 of the General Terms and Conditions.

#### 4. Monthly Bill

The Monthly Bill for FT service shall be equal to:

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(a) Reservation Charge: A reservation rate determined under Section 3.1 of this Rate Schedule multiplied by the Shipper's MDQ established in the FT Agreement;

(b) Commodity Charge: The applicable commodity rate under Section 3.1 of this Rate Schedule multiplied by the dekatherms of gas transported and delivered pursuant to this Rate Schedule in the month. The Commodity Charge shall be set forth in the FT Agreement and shall be no more than the maximum nor no less than the minimum commodity rate specified for FT Service in the Schedule of Rates for Transportation.

(c) Authorized Overrun Service Charge: A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by Transporter during the billing month; and

(d) Other Fees and Charges: Any other fees and charges applicable pursuant to Section 3 of this Rate Schedule.

## 5. Receipts and Deliveries

5.1 Transporter shall not be required to receive gas at the Receipt Point if the Shipper has failed to make and properly implement all necessary arrangements on upstream pipelines.

5.2 Transporter shall not be required to deliver gas at the Delivery Point if Shipper has failed to make and properly implement all necessary arrangements on downstream pipelines or distribution companies.

## 6. Waiver

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

## 7. General terms and conditions

All of the General Terms and Conditions of this Second Revised Volume No. 1, as such provisions may be amended from time to time, are applicable to this Rate Schedule and are incorporated by reference. If and to the extent the provisions of this Rate Schedule conflict with the provisions of the General Terms and Conditions, the provisions of the General Terms and Conditions shall govern.

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RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

This Rate Schedule is available for interruptible transportation of natural gas by MoGas Pipeline LLC ("Transporter") for any Shipper under the following condition:

(a) The Shipper submits a valid request as defined in Section 7.6 of the General Terms and Conditions and enters into a contract with Transporter for Rate Schedule IT service in the form of the IT Agreement set forth in this Tariff; and

(b) Transporter determines that sufficient interruptible capacity is available on Transporter's system from time to time for the receipt of gas by Transporter and the redelivery by Transporter for the account of Shipper without detriment or disadvantage to Transporter's firm transportation shippers.

2. Applicability and character of service

2.1 This Rate Schedule shall apply to the transportation of gas by Transporter pursuant to an IT Service Agreement executed by Transporter and Shipper providing for transportation service each day on an interruptible basis up to the Maximum Daily Quantity ("MDQ") and shall be subject to the provisions of the IT Agreement and this Tariff. Transportation service performed under this Rate Schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

2.2 Service shall be on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and availability of interruptible capacity shall be subject to allocation of capacity and curtailment procedures as set forth in Section 7.15 of the General Terms and Conditions. Service hereunder may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of Transporter's system or any part thereof.

2.3 Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any term of this Rate Schedule, with the terms of Shipper's executed IT Agreement with Transporter, or with the provisions of Transporter's General Terms and Conditions applicable to this Rate Schedule; provided, Transporter shall give Shipper ten (10) days advance notice of Shipper's noncompliance, during which time Shipper will have an opportunity to come into compliance before Transporter exercises its rights under this Section.

3. Rates and charges

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3.1 Transportation rates: The applicable rate for service under this IT Rate Schedule is the Commodity Rate(s) shown on the effective Schedule of Rates for Transportation on Section 4 of this Tariff for interruptible service; provided, however, Transporter has the right at any time to adjust the rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule, as set forth on the effective Schedule of Rates for Transportation.

3.2 New facilities: Construction of new facilities shall be made pursuant to the provisions of Section 7.23 of the General Terms and Conditions.

3.3 Incidental charges: Subject to Commission approval, Transporter may charge Shipper an amount to reimburse Transporter 100% of any filing fees or similar fees and, if applicable, sales or use tax that have not been paid previously by Shipper, which Transporter incurs in establishing or rendering service.

3.4 Annual Charge Adjustment ("ACA"): Transporter shall adjust the rates for services under this Tariff from time to time to reflect the annual charge assessed Transporter by the Commission pursuant to Order No. 472 or any other superseding or related rule or order.

3.5 Fuel and Gas Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and gas losses shall be equal to the actual quantity of gas received by Transporter from Shipper at Receipt Point(s), multiplied by the applicable Fuel and Gas Loss Retention Percentage shown in the Schedule of Rates for Transportation.

3.6 Notwithstanding any provision of Transporter's FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges

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or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate. Transporter shall distinguish negotiated rate agreements from recourse or discount rate agreements. The rules for the use and nondiscriminatory application of non-conforming negotiated rates are set forth in Section 7.12 of the General Terms and Conditions.

#### 4. Monthly Bill

The Monthly Bill for IT service shall be equal to:

(a) Commodity Charge: The applicable commodity rate under Section 3.1 of this Rate Schedule multiplied by the dekatherms of gas transported and delivered pursuant to this Rate Schedule in the month.

(b) Authorized Overrun Service Charge: A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by Transporter during the billing month; and

(c) Other Fees and Charges: Any other fees and charges applicable pursuant to Section 3 of this Rate Schedule.

#### 5. Receipts and Deliveries

5.1 Transporter shall not be required to receive gas at the Receipt Point if the Shipper has failed to make and properly implement all necessary arrangements on upstream pipelines.

5.2 Transporter shall not be required to deliver gas at the Delivery Point if Shipper has failed to make and properly implement all necessary arrangements on downstream pipelines.

#### 6. Waiver

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

#### 7. General terms and conditions

All of the General Terms and Conditions of this Second Revised Volume No. 1, as such provisions may be amended from time to time, are applicable to this Rate Schedule and are incorporated by reference. If and to the extent the provisions of this Rate Schedule conflict with

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the provisions of the General Terms and Conditions, the provisions of the General Terms and Conditions shall govern.

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS  
APPLICABILITY

7.1 Applicability

The following General Terms and Conditions apply to each of Transporter's rate schedules covering firm and interruptible transportation services subject to the jurisdiction of the Federal Energy Regulatory Commission. To the extent that any provision of an FT or IT Agreement conflicts with any provision of the corresponding rate schedule, the provisions of the rate schedule shall govern. To the extent that any provision in either an FT or IT Agreement or a rate schedule conflicts with any provision of the General Terms and Conditions, Transporter's General Terms and Conditions shall govern unless waived.

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GENERAL TERMS AND CONDITIONS  
DEFINITIONS

7.2. Definitions

The following terms shall have the meanings defined below:

1. "Approved Daily Nomination" means the Dekatherms of gas which Transporter has approved to be transported on a particular day.
2. "Balance" and "Balancing" means the Shipper's obligation to cause deliveries to equal receipts, with due consideration given to Fuel and Gas Loss Retention Quantities.
3. "British Thermal Unit" ("BTU") means the amount of energy required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit.
4. "Business Day" means Monday through Friday excluding Federal Banking Holidays for transactions in the U.S.
5. "Central Clock Time" and "CCT" shall mean Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.
6. "Commission" shall mean the Federal Energy Regulatory Commission ("FERC") and any other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers of the Commission.
7. "Commodity Charge" means that portion of the amount to be paid monthly by the Shipper for service which is based upon the dekatherms of gas delivered at Shipper's Delivery Point.
8. "Cubic Foot of Gas" means the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.
9. "Gas Day" means the 24 hours between 9 a.m. (central clock time) one day and 9 a.m. the following day.
10. "Daily Metering" means the Shipper, if directed by the Transporter, shall read the Transporter's gas meter each day at the time specified by the Service Agreement and report such reading to the Transporter.

11. "Dekatherm" or "Dth" means the quantity of gas containing one million (1,000,000) BTUs.
  12. "Delivery Point" means the point at which the gas leaves the outlet side of Transporter's facility and enters the facility of another party, or other agreed upon point.
  13. "E-Mail" shall mean electronic mail.
  14. "FERC" means the Federal Energy Regulatory Commission.
  15. "Fuel and Gas Loss Retention Quantity" is that portion of Shipper's natural gas received by Transporter for transportation hereunder which is retained by Transporter as compensation for company-used gas and lost and unaccounted-for gas. The Fuel and Gas Loss Retention Quantity is stated as a percentage of the actual quantity of natural gas received by Transporter from Shipper at Receipt Point(s). Title to Fuel Reimbursement Quantity shall rest in Transporter upon receipt at the Receipt Point(s) at no cost, and free and clear of all adverse claims.
  16. "Gas" or "Natural Gas" is any mixture of hydrocarbons or of hydrocarbons and non-combustible gas, in a gaseous state, consisting essentially of methane.
  17. The term "NAESB Standards" shall mean those standards relating to business practices and electronic communications promulgated by the National Energy Standards Board ("NAESB"), as adopted and codified by the Commission in its regulations.
  18. "Gross Dry Heating Value" is the number of BTUs produced by complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of 1 cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has condensed to the liquid state.
  19. "Interruption" means reducing, suspending or discontinuing either the receipt or delivery of gas.
  20. "Imbalance" shall mean the difference between the Dekatherms of gas received by the Transporter for the Shipper's account and the Dekatherms of transportation gas delivered by the Transporter to the Shipper, or for the Shipper's account, at the Shipper's Delivery Point, with due regard given to Fuel and Gas Loss Retention Quantities.
  21. "Lost and Unaccounted-for Gas" means the difference between the sum of all input quantities of gas received into the Transporter's system and the sum all output quantities of gas
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delivered from the Transporter's system, which difference shall exclude Transporter-used gas and shall include, but not be limited to, gas vented and lost as a result of an event of force majeure.

22. "Mcf" means one thousand (1,000) cubic feet of gas.
  23. "MMBTU" means one million (1,000,000) British thermal units.
  24. "Month" means a period beginning at nine o'clock a.m., Central Time, or at such other hour as Shipper and Transporter have agreed upon, on the first day of the calendar month and ending at the same time on the first day of the next month.
  25. "Monthly Billing Period" means the calendar month.
  26. "Negotiated rate" shall have the meaning set forth in Section 7.12 of this Tariff.
  27. "Primary Path" means the pipeline capacity contracted by Shipper between its Receipt Point(s) and its Delivery Point(s) which includes the direction of flow of the gas between such points.
  28. "p.s.i.a." means pounds per square inch absolute.
  29. "p.s.i.g." means pounds per square inch gauge.
  30. "Receipt Point" means the point at which a Shipper's gas enters the facility of Transporter, or other agreed-upon point.
  31. "Recourse Rate" has the meaning set forth in Section 3 of the FT Rate Schedule in Section 6.1.
  32. "Service Agreement" means a written agreement, providing for gas transportation service, which is executed by Transporter and Shipper, and any exhibits, attachments, and/or amendments thereto.
  33. "Shipper" shall mean any party or its agent receiving service pursuant to any of Transporter's Rate Schedules or agreements.
  34. "Total Energy Content" means that amount determined by multiplying the Gross Dry Heating Value by the volume of gas in cubic feet.
  35. "Transportation" means movement of gas from the Receipt Point to the Delivery Point, and includes exchanges. Transportation does not include gathering or processing.
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36. "Year" is a period of three hundred sixty-five (365) days commencing and ending at 9:00 a.m. Central Clock Time, provided that any year which contains the date of February 29 shall consist of three hundred sixty-six (366) days.

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GENERAL TERMS AND CONDITIONS  
QUALITY

7.3. Quality

1. Natural gas received and delivered hereunder shall comply with the following quality specifications:

(a) Solids. The gas shall be commercially free from solid matter, dust and gum forming constituents which might cause injury to or interference with proper operation of the pipelines, meters, regulators or other appliances through which it flows.

(b) Oxygen. The gas shall not at any time have an uncombined oxygen content in excess of .05% by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.

(c) Carbon Dioxide. The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume and total inert gases shall not be in excess of four (4%) percent.

(d) Hydrogen. The gas shall contain no carbon monoxide, halogens, or unsaturated hydrocarbons, and no more than four hundred parts per million (400 ppm) of hydrogen.

(e) Liquids. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and limit butanes plus to no more than 1.5 mole percent.

(f) Water Vapor Content. The gas shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet.

(g) Hydrogen Sulphide. The gas shall not contain more than one grain of hydrogen sulphide per one hundred (100) cubic feet.

(h) Total Sulphur. The gas shall not contain more than twenty grains of total sulphur per one hundred (100) cubic feet.

(i) Heating Value. The gas shall have a gross heating value of not less than nine hundred fifty (950) and not greater than eleven hundred (1,110) Btu per cubic foot of gas.

(j) Temperature. The gas shall not be delivered or redelivered at a temperature in excess of one hundred twenty degrees Fahrenheit (120oF).

2. Hazardous Substances. The gas received or delivered under the terms of the Service Agreement shall contain no "hazardous substance" as that term is defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601(14), except as otherwise permitted by the terms of this tariff or Customer's Service Agreement.
  
3. If gas tendered to Transporter fails to meet the specifications of this Tariff, the measuring Party shall notify the other Party of such failure. The receiving Party may refuse to accept such gas. The Party tendering non-specification gas hereunder shall indemnify the receiving Party for any injury, damage, loss, or liability caused by the delivery of such gas, except to the extent the receiving Party knowingly and willingly accepts such non-specification gas.

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GENERAL TERMS AND CONDITIONS  
MEASUREMENT

7.4. Measurement

1. The transportation unit of gas received and delivered by Transporter shall be a dekatherm.
2. Transporter shall have the right to rely on the Delivering Pipeline's measurements and statements for quantities, heating values, and specific gravity of gas received by Transporter.
3. The closing of measurement shall be the later of the fifth (5th) Business Day after the close of the month or the third Business Day after Transporter receives a statement from the Delivering Pipeline stating the quantities delivered to Transporter.
4. (a) Quantities delivered hereunder at each Receipt Point or Delivery Point will be determined by either the Transporter or Shipper responsible for measurement at such point. 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 the receipt and delivery and annually thereafter, or at more frequent intervals as may be found necessary in practice.  
  
(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 generally accepted industry practices. The Btu content (Dth) shall be determined by taking the arithmetic average of the heating value as recorded by recording chromatograph or other method of determination generally accepted in the industry. Flowing temperature shall be determined by recording thermometer, or electronic gas measurement.  
  
(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 two (2) percent by volume (chromatograph/calorimeter within 0.5 percent), 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 thirty days.

GENERAL TERMS AND CONDITIONS  
PRESSURES AT RECEIPT & DELIVERY POINTS

7.5. Pressures at receipt and delivery points

Unless otherwise agreed between Transporter and Shipper, Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point. Unless otherwise agreed between Transporter and Shipper, Transporter shall deliver gas to Shipper at Transporter's line pressure existing at Delivery Point, subject to Transporter protecting its operational integrity and to minimum pressure requirements, if any, specified in the service agreement.

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GENERAL TERMS AND CONDITIONS  
PROCEDURES FOR REQUESTING SERVICE

7.6. Procedures for requesting service

1. All requests for transportation service under rate schedules included in this Tariff shall be submitted in writing to Transporter by U.S. Mail, hand delivery, e-mail, or facsimile transmission. Transporter shall endeavor to provide service within the time specified in the written request, but shall not be obligated or required to provide service on less than 30 days' prior written notice. Requests shall be considered acceptable only if the information specified below is provided in writing. U.S. Mail and hand-delivered requests must be received at the following address:

MoGas Pipeline LLC  
110 Algana Court  
St. Peters, MO 63376

Requests submitted by facsimile transmission must be sent to the following telephone number:

(636) 926-0387

Requests submitted by e-mail must be sent to the following internet address:

customerservice@mogaspipeline.com

2. All Shippers requesting firm or interruptible transportation service must provide the information required below in order to qualify for service. No request for service will be processed or entered on Transporter's log until a completed service request form has been provided. Shipper shall provide any additional information required by Transporter to process the request; provided, however, that the request for additional information shall not affect the priority of Shipper's request. Each request shall contain the following information:

(a) Identity of Shipper - The exact legal name, type of company, state of incorporation or state of qualification to do business, business address and phone number of the Shipper requesting service and the party with whom all contact should be made. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be provided.

(b) Type of Service Requested - Under Rate Schedule FT or IT. A separate request must be submitted for each type of service.

(c) Quantity - The maximum daily quantity of gas measured in dekatherms to be transported and the estimated quantities to be received and transported over the transportation period;

(d) Term of Service - The initial term of the service, including commencement and termination dates;

(e) Certification - Shipper certification that all necessary upstream and downstream arrangements will be in place on the date the service is to commence and that the Shipper will have title or the right to acquire title to the gas to be delivered to Transporter;

(f) Facilities - Identification and location of any facilities to be constructed or installed by any party affected by the proposed service;

(g) Creditworthiness – Shipper must meet creditworthiness provisions set forth in Section 36 of the General Terms and Conditions.

(h) Compliance with Tariff - Shipper's request shall include a statement that it is willing to abide by the terms of the applicable rate schedule, including the General Terms and Conditions.

3. Requests for service pursuant to Rate Schedule FT shall be accompanied by a prepayment, that shall be the lesser of \$10,000 or the total of two (2) months' Reservation Charges provided for in the applicable rate schedule; provided, however, that the prepayment shall be credited, with interest if such interest has accrued, to Shipper's invoice for service under the applicable rate schedule. If the requested service is not available, Transporter shall refund the entire amount of the prepayment, less any applicable charges under Section 7.26, within thirty (30) days of notification by Transporter that service cannot be provided.

4. Reservation of capacity for new services or expansion projects.

(a) Reservation of Capacity for New Service. A request for service shall be made no earlier than 180 days prior to the proposed commencement date of service. Service requests shall not be accepted unless capacity necessary to render the service is available; provided, however, if additional facilities on Transporter's system are required, the request will be governed by the terms of Section 7.6.4(b). Transporter shall, on a limited-term basis up to the in-service date of the new service request, make generally available any capacity reserved under this section. Transportation service made available on such limited-term basis shall not be eligible for a right of first refusal or contract extension for purposes of Sections 7.22.1 and 7.22.2. Prior to any capacity being reserved under this Section 7.6.4(a), the availability of the capacity shall be posted on Transporter's Internet Website and shall be subject to the provisions of Sections 7.6.7 through 7.6.9. Transporter shall separately identify on its Internet Website all capacity that is anticipated to become available within the next 180 days. Transporter shall not

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enter into any prearranged deals for capacity that has not previously been posted on its Internet Website.

(b) Reservation of Capacity for Expansion Projects. Transporter may elect to reserve for a future expansion project any currently available unsubscribed capacity or capacity to become available at some future date, provided such capacity is not subject to a Right of First Refusal. Transporter may reserve capacity only for a future expansion project for which an open season has been held or will be held within one year of the date Transporter posts such capacity as being reserved. Capacity may be reserved for up to one (1) year prior to Transporter filing for certificate approval for the expansion project, and thereafter until such expansion is placed into service. Transporter shall, on a limited-term basis up to the in-service date of the expansion project, make generally available any capacity reserved under this section. Transportation service made available on such limited-term basis shall not be eligible for a right of first refusal or contract extension for purposes of Sections 7.22.1 and 7.22.2. Prior to any capacity being reserved under this Section 7.6.4(b), the capacity shall be posted on Transporter's Internet Website and made available for competitive bidding pursuant to the provisions of Sections 7.6.7 through 7.6.9, for at least five (5) business days. Transporter's posting of reserved capacity will include the following: (a) a description of the expansion project for which the capacity will be reserved; (b) the total quantity of capacity to be reserved; (c) the location of the proposed reserved capacity on the pipeline system; (d) whether, and if so, when the Transporter anticipates an open season for the capacity will be held or will otherwise be posted for bids under the expansion; (e) the projected in-service date of the expansion project; and (f) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. For any reserved capacity associated with an expansion project that does not go forward within the one (1) year period, the unreserved capacity will be posted for bidding on Transporter's Internet Website within thirty (30) days of the date the capacity becomes available. Solicitation of turned-back capacity will occur within ninety (90) days or less of an open season for the expansion project.

5. Transporter shall maintain a log of all firm transportation requests.

6. Any modification, in whole or in part, of an existing service shall be requested by Shipper's submission of a new service request form with a notation on the form that the service requested is a modification of an existing service. Such modification request shall not be treated as a request for new service if the modification involves the same degree of firmness, and no reduction in the rate to be paid by Shipper.

7. Allocation of Capacity

If at any time Transporter has transportation capacity available which will support additional firm services, then Transporter may conduct an Open Season and post the availability of such capacity and make such capacity available for firm service(s). An Open Season shall be

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the period of time during which Transporter will receive bids for the posted capacity provided that if no acceptable bids are received Transporter shall be free to negotiate with any potential Rate Schedule FT shipper. Such period of time shall be posted with the notice of capacity. The allocation of such capacity among firm services shall be determined pursuant to this provision.

(a) Applicability: Available firm capacity shall include the following types of capacity:

(1) Unsubscribed capacity: capacity that is available but is not currently subscribed.

(2) Capacity Under Expiring or Terminating Agreements: capacity under an existing service agreement for which evergreen rights will not be exercised and such capacity will not be made available for allocation to other Shippers before the Right of First Refusal process set forth in Section 22.5 of the General Terms and Conditions of Transporter's tariff has been completed.

(3) Capacity Created as a Result of Constructing Additional Facilities: Capacity available for subscription as a result of construction of additional facilities will be posted in accordance with FERC requirements and/or made available as part of an Open Season.

(b) Posting: Within five days of the date when Transporter has determined that firm capacity is becoming available, Transporter shall post notice and any updates to such notice on its Website and its designated internet site of available firm capacity in accordance with FERC regulations, and such notice shall be posted between 8:00 a.m. and 10:00 a.m. Central Clock Time on regular business days. If firm capacity becomes available for subscription, such postings shall specify the type of service that is available, the dates and duration that the service will be available, the location of the available capacity and/or deliverability, any minimum terms and conditions that would be acceptable for consideration, any minimum volumes and/or rates that will be considered, whether capacity turnback will be accepted for consideration and as an alternative to construction of incremental facilities, and any other information that Transporter determines to be relevant.

In the event Transporter posts notice in an Open Season of minimum bid criteria that would be acceptable to Transporter's allocation of capacity, unless such Open Season posting is for an expansion of Transporter's facilities, Transporter shall not be permitted to change or withdraw the criteria applicable to such minimum bid during the Open Season, unless no bids meeting such minimum criteria have been submitted.

Such minimum terms and conditions that Transporter may prescribe will include: volume, term, rate, and any applicable operational conditions or limitations affecting the posted capacity. All postings made pursuant to this Section 7.6 shall also specify the beginning and ending dates (after that time, new bids may not be submitted) of an Open Season, for the capacity, that period shall be for a minimum of:

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(1) Four (4) business hours ending no later than 2:00 p.m. Central Clock Time for service offering(s) of 31 days or less; or

(2) One business day for service offerings with a term of more than 31 days, but not greater than 92 days; or

(3) Three (3) business days for service offerings with a term of more than 92 days, but not greater than 365 days; or

(4) Five (5) business days for service offerings with a term greater than 365 days.

(5) Submission of Open Season Requests: All requests provided to Transporter during an Open Season held pursuant to Section 6 shall be submitted to Transporter either electronically through the designated internet site, or by facsimile. Transporter will request shippers to indicate whether they are willing to accept a prorata allocation of capacity in the event Transporter is unable to satisfy the full request.

(6) Rejection of Open Season Requests: Transporter will reject requests for service that:

(i) may detrimentally impact the operational integrity of Transporter's system;

(ii) do not satisfy all the terms of the specified posting; or

(iii) do not meet Transporter's creditworthiness standards as set forth in Section 7.6 of these General Terms and Conditions. Transporter may reject requests that contain terms and conditions other than those set forth in Transporter's FERC Gas Tariff. In the event Transporter rejects a request, Transporter will provide an explanation to the requesting Shipper and provide such requesting Shipper an opportunity to amend its request, if applicable.

(7) Award of Capacity: Transporter shall comply with Commission requirements regarding the award of available firm capacity on its system.

## 8. Bidding

(a) New Agreements. All bids for available capacity will be submitted as specified in Transporter's posting, setting forth the following:

1. Bidder's name and posted offer number;

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2. Receipt point(s), delivery point(s), mainline capacity and associated rate(s);
3. Term of bid;
4. Minimum capacity or minimum percentage of the total posted capacity which bidder is willing to accept;
5. Contingencies, if any.

(b) Bid amounts. All bids must be submitted in amounts which a bidder agrees to pay to Transporter for the right to receive firm service, including undiscounted reservation surcharges, if applicable. Such bids will exclude Transporter's commodity charges and commodity surcharges applicable to such service included in Transporter's rates, which rate components must be paid to Transporter by the successful bidder in addition to the bid amounts. Unless Transporter is willing to consider Negotiated Rate bids, the maximum rates which may be bid will be the maximum tariff rates as they may vary from time to time for the applicable service. The minimum rates which may be bid will be the minimum tariff rates as they may vary from time to time for the applicable service, or the minimum rates Transporter specifies on the posting, which will never be less than the minimum tariff rates.

(c) Withdrawal of bid. A bidder may withdraw its bid at any time prior to close of the bid period; provided, however, that if the bidder is a pre-arranged Shipper, it may not withdraw its bid. A bidder that withdraws its bid may not then submit another bid with a lower economic value for the same capacity.

(d) Creditworthiness. All bidders must comply with Section 3 of Rate Schedule FT in Section 6.1. Bidders must submit a request for prequalification for credit in order to expedite the award process. If, on or before the bid close date, a bidder fails to pre-qualify for a credit limit equal to or greater than the economic value of its bid, Transporter may disregard such bid and, subject to Section 7.6, choose the bid with the next highest economic value submitted by a creditworthy bidder.

## 9. Awarding

(a) As soon as reasonably practical, but no later than five (5) business days following the bid close date, Transporter will evaluate the bids received and determine the winning bid, subject (where applicable) to Section 7.6. Bids will be evaluated based on the net present value of the bid for all bid periods of 72 hours or less. For bid periods longer than 72 hours, bids will be evaluated based on either the net present value or the alternative criteria for determining economic value that is specified by Transporter in its posting.

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(b) For purposes of this Section 7.6, the economic value of a bid is (1) the total net present value of the reservation charge bid; or (2) the value determined using the alternative criteria specified by Transporter in its posting. The net present value shall be computed from the monthly reservation revenues to be received over the term of the Transportation Service Agreement, using the discounted cash flow rate of return methodology, with the rate of discounting, as updated from time to time, in accordance with 18 CFR 154.501(d).

(c) Capacity will be awarded to the Shipper that submits the bid with the highest economic value, regardless of whether such bid is a recourse rate, a discounted recourse rate or a negotiated rate bid; provided that the bid with the highest value is at a rate that meets or exceeds the lowest rate that Transporter is willing to accept for the capacity, and further provided that a bid with a negotiated rate that exceeds the maximum rate will be considered to be a maximum rate bid for evaluation and award purposes. If Transporter has indicated in its posting that it is willing to accept negotiated rate bids, such bids will be evaluated in accordance with the criteria specified in Transporter's posting and described in Section 7.21.3 of the General Terms and Conditions.

(d) Transporter will break ties and determine the winning bid(s) by providing each of the tying bidders an opportunity to improve their bids by submitting closed bids via facsimile within 24 hours of notification by Transporter. If a tie still exists, Transporter will allocate the available capacity on a pro rata basis to each tying bidder that has indicated in its bid a willingness to accept a proportionate share of such capacity. A bid to pay the maximum rate as it may vary from time to time for a given term will be deemed superior to a bid to pay a specified dollar rate which is equal to the Maximum Base Tariff Rate.

(e) Transporter will disclose the identity of the bidder making the best bid. If the best bid is a contingent bid, Transporter will notify the bidder making the best bid within five (5) business days following the bid close date. That bidder will have five (5) business days following such notification to satisfy or waive the contingency for bids of six (6) months or longer and one (1) business day following such notification to satisfy or waive the contingency for bids for less than six (6) months, or Transporter may disregard such bid.

(f) After the economic value of each bid has been determined, and if the capacity to be allocated to the highest bidder would not result in awarding all of the available capacity, then Transporter, may award the remaining capacity based on the economic value of each bid, from highest economic value to lowest economic value, with the process of awarding capacity to bidders continuing until all of the capacity has been awarded or until all valid bids have been accepted.

(g) For any capacity offered under this Section 7.6, the successful bidder(s) and Transporter will execute a new Transportation Service Agreement prior to the commencement of service which confirms the terms of the accepted bids) for the available capacity.

(h) Capacity that is not awarded at the end of the bid and award period will be available on a first-come, first-served basis, provided that all requests for capacity that are received on the same day will be considered to have been received at the same time. If the first-received method results in a tie, capacity will be awarded on a pro rata basis.

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GENERAL TERMS AND CONDITIONS  
SHIPPER NOMINATIONS & REQUESTS FOR CAPACITY

7.7. Shipper nominations and requests for capacity

1. Nominations and requests for firm capacity shall be processed on a first-come, first-served basis and shall be submitted in the manner set forth in these General Terms and Conditions.
2. Transporter supports a seven-days-a-week, twenty-four-hours-a-day nominations process. Both Transporter and Shipper must provide scheduling personnel available by telephone or beeper twenty-four hours a day.
3. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline. However, firm service nominations received after the nomination deadline will have priority over interruptible service requests, regardless of the when the nomination was received.
4. All nominations shall include Shipper-defined begin dates and end dates. All nominations excluding intra-day nominations shall have roll-over options. Specifically, Shipper shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.
5. All nominations shall be stated in terms of a daily transportation quantity of dekatherms; provided, however, that Transporter shall not be required to schedule any such nomination where the nominated quantity exceeds the MDQ permitted under the service agreement pursuant to which service is requested or which would require Transporter to provide an unreasonably excessive change in the hourly flow rate contrary to Section 9. A properly confirmed nomination shall supersede any previous nomination for such day.
6. Intra-day nominations: An intra-day nomination is a nomination submitted by Shipper after the nomination deadline whose effective time is not earlier than the beginning of the Gas Day and runs through the end of that Gas Day. Intra-day nominations can be used by Shipper to request increases or decreases in total flow. Intra-day nominations do not roll over (i.e. intra-day nominations span one Gas Day only). The nomination in effect prior to the submission of any intra-day nomination for such Gas Day shall continue in effect for the time period stated in the standing nomination. There is no need for Shipper to re-nominate if an intra-day nomination modifies an existing nomination.
7. Transporter shall not schedule an intra-day transportation nomination change, if the result would be to bump flowing and scheduled transportation under any firm service.

8. Transporter's standard nomination cycles are as follows:

(a) Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the Transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operators (Central clock time on the day prior to flow).

(b) Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the Transporter; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the Transporter to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day. When an Evening Nomination causes another Service Requester on Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

(c) Intra-day 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nomination party; 10:15 a.m. for receipt of nominations by the Transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities from Intra-day 1 Nominations shall be effective at 5:00 p.m. on Gas Day.

(d) The Intra-day 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

9. Any shipper whose scheduled quantity has been bumped by an intra-day nomination shall be provided advance notice of such by Transporter via telephone, facsimile transmission, or e-mail. Such advance notice shall inform shippers whether any penalties apply on the day shippers' volumes are reduced. Except during critical periods, all penalties that arise due to

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bumping of an interruptible shipper's quantity by a firm shipper's Intra-day 1 Nomination will be waived.

10. Notification of Scheduled Quantities: At the end of each gas day, Transporter will provide the final scheduled quantities for the just completed gas day. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

11. Shipper and Transporter, on a nondiscriminatory basis, may change the nomination procedure described above upon written agreement or telephone agreement (to be confirmed in writing within 10 days) so that receipts and deliveries may commence earlier than provided by this schedule.

12. Aggregation of Delivery Points: Customers that interconnect with MoGas at more than one delivery point may nominate to aggregate delivery points. Such aggregate delivery points may be referred to as "Aggregation Point" or "AP" in MoGas's informational postings on its website. All physical points on MoGas that are included in an Aggregation Point will be identified on MoGas's website.

GENERAL TERMS AND CONDITIONS  
CONTRACT DEMAND ADJUSTMENT

7.8. Contract Demand Adjustment

Should Transporter at any time determine that it can make available total transmission capacity in excess of its aggregate firm daily delivery obligations, nothing in this Tariff shall prohibit Transporter and Shipper from mutually agreeing upon an increase in Shipper's MDQ so long as Transporter offers any such additional capacity to all Shippers in accordance with Section 7.6 of the General Terms and Conditions providing shipper executes a Service Agreement setting forth the new volumes and that the capacity and contractual quantity so released can be made available to and offset by increases in Transporter's delivery obligation to other Shippers; or by mutual agreement.

GENERAL TERMS AND CONDITIONS  
UNIFORM QUANTITIES

7.9. Uniform Quantities

Except for changes in service as provided in Section 7.7, Shipper shall deliver and receive gas in uniform daily quantities during any month, and in uniform hourly quantities during any day with no significant fluctuation to the extent practicable. Transporter shall not be obligated to deliver to Shipper in any single hour more than 4.4 % of the sum of Shipper's MDQ under Shipper's FT Agreement(s); however, to the extent that, in Transporter's sole judgment, it can do so without impairment to its other service obligations or incurrence of unreimbursed charges from the Delivering Pipeline, Transporter will make available hourly deliveries to Shippers without regard to the foregoing limitation. Shipper shall reimburse Transporter for any charges or penalties incurred by Transporter from the Delivering Pipeline.

Notwithstanding the foregoing, if Shipper with Transporter's consent (which consent shall not be unreasonably withheld) arranges for adequate balancing services by the Delivering Pipeline, then Shipper's quantities can fluctuate relative to Scheduled Quantities to the extent balancing support is actually provided by the Delivering Pipeline or such other entity and no disruption occurs to Transportation on behalf of other Shippers or Transporter's system integrity.

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GENERAL TERMS AND CONDITIONS  
SCHEDULEING OF GAS RECEIPTS & DELIVERIES

7.10. Scheduling of gas receipts and deliveries

1. Shipper shall provide to Transporter nominations by receipt and delivery point pursuant to Section 7.7 of the General Terms and Conditions of this Tariff.
2. Determination of Deliveries. At each Receipt or Delivery Point, quantities shall be based upon an allocation procedure. Scheduled Quantities shall mean quantities nominated by Shipper and scheduled and confirmed by Transporter.
  - (a) At each Receipt Point and Delivery Point, Transporter shall reach agreement with the Shipper as to the Predetermined Allocation Agreement (PDA) to be used for the next Gas Day.
    - (i) PDAs shall be established using the allocation methodologies and criteria set forth in NAESB Standards.
    - (ii) PDAs for each Gas Day shall be agreed to prior to gas flow. To the extent possible, changes to PDAs during a calendar Month shall be minimized or avoided.
    - (iii) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the ranks provided in the affected Nominations to determine Shipper Priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.
    - (iv) The upstream or downstream party providing the point confirmation shall submit the PDA allocation to the allocating party after or during confirmation and before the start of the Gas Day.
    - (v) The allocating party should send back "confirmation" of receipt of the pre-determined allocation within 15 minutes.
3. The responsibility for calculating and reporting allocated quantities shall rest with the party responsible for accepting NAESB allocation types. The party receiving nominations shall provide allocation statements.
4. Allocation shall be provided by both contract and location

GENERAL TERMS AND CONDITIONS  
NO OBLIGATION TO OFFER SERVICE AT LESS  
THAN MAXIMUM RATE

7.11. No Obligation to Offer Service at Less than Maximum Rate

1. Unless otherwise agreed by Transporter and a Shipper, Transporter shall have no obligation to offer its services at rates less than the maximum rates specified in Section 4 of this tariff. Transporter may from time to time and at any time, upon twenty-four hours (24) verbal or written notice, charge any individual Shipper a rate which is lower than the maximum rate for the applicable service as specified in this tariff. Such lower rate shall not be less than Transporter's applicable minimum rate for the service provided.
2. Discounts. Transporter may, from time to time, selectively adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this FERC Gas Tariff. Agreements providing for discount transportation rates shall be distinguished from agreements for service at negotiated rates or recourse rates.

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GENERAL TERMS AND CONDITIONS  
NEGOTIATED RATES

7.12. Negotiated rates

1. Authority and conditions: The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may deviate in form or level from the maximum-to-minimum ranges set forth on Rate Schedules FT and IT of this Tariff, provided:

(a) Transporter and Shipper have executed a valid service agreement agreeing to such negotiated rate(s) or rate formula;

(b) At the time of execution of such service agreement or amendment agreeing to the non-conforming negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on Schedule of Rates To Be Charged sheet(s); and

(c) Prior to commencing service at such negotiated rate(s) or rate formula, unless Transporter executes and files a non-conforming service agreement, Transporter will file a tariff sheet advising the Commission of such agreement, stating the exact legal name of Shipper, the negotiated rate, the rate schedule, the receipt and delivery points, the contract quantities, and where applicable, any negotiated rate formula. Any such filed tariff sheet will contain a statement that the negotiated rate agreement does not deviate in any material aspect from the form of agreement in the tariff for the applicable rate schedule.

2. Impact on capacity allocation: To the extent the revenue level pursuant to the nonconforming negotiated rate(s) or rate formula provided for in Section 7.26.1 above should exceed the maximum rate for such service stated on Rate Schedules FT and IT of this Tariff, Shipper paying such nonconforming rate(s) shall be treated, for capacity-allocation purposes, and for purposes of evaluating bids pursuant to Section 7.21 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on Rate Schedules FT and IT of this Tariff. The highest rate the Shipper must match for the right of first refusal purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate(s) has the same right to capacity as a Shipper willing to pay a higher negotiated rate(s). If the negotiated rate(s) is higher than the corresponding maximum recourse rate(s), the negotiated rate(s) cannot be used as the price cap for release capacity pursuant to Section 7.22 of these General Terms and Conditions.

3. Accounting for costs and revenues: To ensure that recourse Shippers are not better or worse off due to negotiated rate agreements, Transporter shall maintain and provide separately identified and totaled volume, billing determinant, rate or surcharge component, and revenue accounting information for its negotiated rate arrangements in any general or limited rate change

filing that it makes. Transporter shall maintain separate records for all revenues associated with negotiated rate transactions. Transactions related to negotiated rate agreements that originated as a pre-existing discounted service and were subsequently converted will be recorded separately from those originating as negotiated rate agreements.

GENERAL TERMS AND CONDITIONS  
TREATMENT OF DISCOUNTS

7.13. Treatment of Discounts

1. Transporter shall have the right to seek in future general rate proceedings discount-type adjustments in the design of its rates related to negotiated rate agreements that were converted from pre-existing discount agreements to negotiated rate agreements, provided that the type of pre-existing service is not altered as a result of the conversion to a negotiated rate. In those situations, Transporter may seek a discount-type adjustment based upon the greater of: (a) the negotiated rate revenues received or (b) the discounted rate revenues which otherwise would have been received.
2. Transporter may also seek to include in a discount-type adjustment any negotiated rate agreements that were converted from pre-existing discounted agreements to negotiated rate agreements.
3. Transporter will distinguish between negotiated rate Shippers and recourse rate or discounted rate Shippers at the time Transporter and Shipper enter into a discount or negotiated rate transaction.

GENERAL TERMS AND CONDITIONS  
BALANCING OF GAS

7.14. Balancing of gas

Except as provided in Section 7.9, Shippers receiving firm or interruptible transportation service are required to keep receipts and deliveries in balance. If Shipper accumulates (a) a daily imbalance, determined by the difference between receipt point nominations and actual deliveries, of the greater of 100 Dth or 5 percent of nominations, or (b) a monthly imbalance greater than 10 percent of the Shipper's MDQ; Transporter shall be entitled, upon notice to Shipper, to adjust or limit deliveries.

GENERAL TERMS AND CONDITIONS  
PRIORITY OF SERVICE & INTERRUPTION

7.15. Priority of service and interruption

1. Shippers receiving or requesting service on Transporter's system shall be entitled to service subject to the availability of pipeline capacity on Transporter's system in the following order of declining priority:

(a) If necessary, all firm transportation service using the Shipper's Primary Path will be interrupted on a prorata basis, without regard to applicable rate.

(b) All firm transportation service using points outside the Shipper's Primary Path will be interrupted on a prorata basis, without regard to applicable rate.

(c) All interruptible transportation service and authorized overrun deliveries paying the maximum rate will be interrupted on a prorata basis.

(d) All other interruptible transportation service and authorized overrun deliveries in order of the discounted rate being paid by Shipper for the transportation service from highest to lowest will be interrupted on a prorata basis, if applicable.

2. Transporter shall provide Shipper two days' notice of any interruption, or as much notice as is possible. Such notice shall state the estimated reduced quantities of gas that can be transported, if applicable.

3. In the event gas supply shortages at Delivery points occur due to capacity constraints, such shortages shall be handled under the following procedure:

If any Shipper of Transporter experiences or anticipates a supply emergency which could cause injury to essential human needs, such Shipper shall utilize to the fullest extent practicable all of Shipper's existing gas supply arrangements, including storage capability to alleviate such emergency prior to requesting assistance from Transporter and other Shippers pursuant to this section.

GENERAL TERMS AND CONDITIONS  
RESPONSIBILITY FOR GAS

7.16. Responsibility for gas

As between Shipper and Transporter, Shipper shall be responsible for its gas until such has been delivered to Transporter at the Receipt Point. Transporter shall be responsible for the gas while it is in its system between the Receipt Point and the Delivery Point. After such gas has been delivered to or for the account of Shipper by Transporter at the Delivery Point specified in the service agreement, Shipper shall again be responsible for the gas. The party which shall be responsible for such gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated in these General Terms and Conditions, Shipper shall indemnify Transporter for all injury, damage, loss or liability of Transporter caused by Shipper's delivery of off-specification gas contrary to Section 7.3.

GENERAL TERMS AND CONDITIONS  
WARRANTY OF TITLE TO GAS

7.17. Warranty of title to gas

Shipper warrants, for itself, its successors and assigns, that it will have at the time of delivery of gas for transportation good title or the right to acquire title to the gas it delivers. Shipper warrants that the gas it delivers shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from any adverse claims of any person to the gas or to royalties, taxes, license fees, or charges which are applicable to such delivery of gas; and that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

GENERAL TERMS AND CONDITIONS  
NONWAIVER

7.18. Nonwaiver

No waiver by Transporter or Shipper of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

GENERAL TERMS AND CONDITIONS  
SHIPPER’S FAILURE TO COMPLY WITH TERMS

7.19. Shipper's failure to comply with terms

Transporter shall not be required to perform service under any transportation rate schedule included in this Volume No. 1 if Shipper fails to comply with the terms of its transportation service agreement and the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS  
ANNUAL CHARGE ADJUSTMENT PROVISION

7.20. Annual Charge Adjustment provision

1. Purpose. Transporter is assessed an annual charge by the FERC to reimburse the United States Treasury for costs incurred by the Commission, other than costs incurred in administering Part I of the Federal Power Act, and costs not covered by filing fees. To enable Transporter to recover his annual charge, pursuant to 18 C.F.R. §154.402, this section establishes an Annual Charge Adjustment to be applicable to all of Transporter's rate schedules as set forth in the Statement of Rates of this FERC Gas Tariff.
2. Basis of Annual Charge Adjustment. The rate schedules specified in the Statement of Rates of this tariff shall include an increment for an Annual Charge Adjustment. Such adjustment shall be a base increment, specified by the Commission at the time the Commission calculates the annual charge bills, and adjusted to Transporter's pressure base and heat content, if required.
3. Accounting Procedure. Transporter will account for annual charges paid by charging the amount to Account No. 928, Regulatory Commission Expenses, of the Commission's Uniform System of Accounts. It is Transporter's intent not to recover any annual charges recorded in FERC Account No. 928 in an NGA section 4 rate case.
4. Filing Procedure. Filing by the Transporter to change the Annual Charge Adjustment shall be made at least 30 days prior to the proposed effective date, with such period inclusive of 30 days' notice, unless, for good cause shown, lesser periods are allowed by valid Commission order. Any filing by Transporter pursuant to this Section 7.20 shall not become effective until Transporter has made payment of the annual charge and such filing has been approved by the Commission.
5. Payment. Transporter shall remit to the Commission, within 45 days of the issuance of the bill by the Commission, payment of the annual charge assessed Transporter unless Transporter has filed a petition under 18 C.F.R. §382.105. Payment must be made to the United States Treasury.

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GENERAL TERMS AND CONDITIONS  
CAPACITY RELEASE PROGRAM

7.21. Capacity release program

1. Definitions

(a) The term "Approved Bidder" shall mean any potential Bidder that has met Transporter's credit criteria as set forth in Section 7.6.2 of these General Terms and Conditions and has executed a Capacity Release Agreement.

(b) The term "Best Bid" shall mean the qualifying Bid of the highest value that meets the objective and nondiscriminatory economic standard set forth in the Releasing Shipper's Release Offer, and that meets all other terms and conditions of the Release offer;

(c) The term "Bid:" shall mean an offer to take assignment of capacity pursuant to a Release Offer subject to this Section.

(d) The term "Highest Rate" shall mean the highest unit rate (expressed in dollars) submitted in a Qualifying Bid.

(e) The term "Master Capacity Release Agreement" shall mean the form of service agreement set forth in this tariff that must be executed by a Potential Bidder that has met Transporter's credit criteria pursuant to Section 7.6.4 of these General Terms and Conditions in order to contract for capacity offered for release.

(f) The term "Maximum Firm Transportation Charge" shall mean Transporter's maximum applicable tariff reservation rate(s) applicable to the released capacity, plus all fees, surcharges, transition, or other costs owed by the Releasing Shipper to Transporter.

(g) The term "Net Revenue" shall mean the amount calculated as provided in Section 7.21 below multiplied by the release term (in months).

(h) The term "Potential Bidder" shall mean any person or entity who desires to place a bid for a Release Offer pursuant to this Section.

(i) The term "Pre-Arranged Release" shall mean the binding agreement between a Releasing Shipper and a Pre-Arranged Replacement Shipper pertaining to the release of firm capacity, subject to this Section 7.21.

(j) The term "Pre-Arranged Replacement Shipper" shall mean a person or entity who has entered into a Pre-Arranged Release with a Releasing Shipper for firm capacity rights.

(k) The term "Qualifying Bid" shall mean an offer from an Approved Bidder to take assignment of capacity pursuant to a Release Offer that meets the minimum terms and conditions of the Release offer and the terms and conditions of this tariff.

(l) The term "Release Offer" shall mean the information required by Section 7.21.4 herein provided by a Releasing Shipper that desires to assign its Part 284 firm capacity, excluding any capacity certificated pursuant to Part 157 of the Commission's regulations, to a Replacement Shipper.

(m) The term "Releasing Shipper" shall mean any Shipper holding firm capacity on Transporter's system that desires to release its capacity on a temporary or permanent basis subject to the terms and conditions set forth in this Section 7.21.

(n) The term "Replacement Shipper" shall mean a Shipper receiving firm capacity rights of a Releasing Shipper pursuant to a Release Offer under this Section 7.21.

(o) The term "Winning Bidder" shall mean the Approved Bidder that submits the Winning Bid or, as applicable, a Pre-Arranged Replacement Shipper who exercises the right to match the Winning Bid pursuant to Section 7.21.3(d) below.

2. This Section 7.21 implements Section 284.8 of the FERC regulations and is applicable to any Shipper that holds rights to firm transportation and that elects to release temporarily or assign permanently all or a portion of such firm transportation rights ("Releasing Shipper"). For purposes of this Section 7.21, the term "transportation," "transportation service" or "transportation rights" shall include firm transportation service offered under Rate Schedule FT, and the terms "capacity release," "release" or "released" shall apply to permanent assignments as well as temporary releases unless otherwise noted. A Releasing Shipper shall have the right to release any portion of its firm transportation rights and obligations but only to the extent that the rights so released are acquired by another party pursuant to the provisions of this Section 7.21 that executes either a Released Transportation Service Agreement for a temporary release or a Pre-Assignment Agreement for a permanent assignment. Such party shall be referred to herein as "Replacement Shipper." A person that desires to bid on and obtain firm transportation rights released under the provisions of this Section 7.21 shall be known as a "Bidder."

3. (a) Prior to the commencement of service pursuant to any release request, the Replacement Shipper shall submit to Transporter, in accordance with Section 7.6.3 of Transporter's General Terms and Conditions, a check equal to the lesser of \$10,000 or the total reservation charges

under its Released Transportation Service Agreement (or corresponding exhibit) applicable to the released service for a three month period.

(b) Subject to any restrictions in the original release, a Replacement Shipper shall be allowed to release the capacity under its Released Transportation Service Agreement, provided that the original release was not volumetrically based.

(c) The capacity release timeline is applicable to all parties involved in the capacity release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered, 2) the Replacement Shipper is a party to a Released Transportation Service Agreement, and 3) there are no special terms or conditions of the release.

(d) Capacity release timeline (all times in Central Clock Time):

(i) For biddable releases (less than one year):

- offers should be tendered by 12:00 P.M. on a Business Day;
- open season ends no later than 1:00 P.M. on a Business Day (Evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is Made, and ties are broken);
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(ii) For biddable releases (1 year or more):

- offers should be tendered by 12:00 P.M. four Business Days Before award;
- open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match

- required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(iii) For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 A.M. on a Business Day;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 P.M. on a Business Day;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 A.M. on a Business Day;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.M. on a Business Day;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

4. Submission of release documents: Parties shall submit all necessary information, release requests and bids to Transporter for its information via facsimile and electronic means acceptable

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to Transporter. In the case of prearranged releases, the Releasing Shipper shall submit with its release request a complete Form of Release Agreement in the form set forth in this Tariff and submit it with the Replacement Shipper's signature to Transporter for review and approval. In the case of releases subject to bidding, Releasing Shipper shall submit with its release request Form of Release Agreement that has been completed except for the price and identity of the winning bidder, which Transporter shall complete upon award of the release. E-mail addresses and facsimile numbers shall be supplied to Transporter by all Shippers and potential Bidders for released capacity.

5. Marketing of released capacity: Transporter shall have no obligation to market any capacity to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service. Any marketing services rendered by Transporter will be provided on a non-discriminatory basis.

6. Further conditions on release of transportation:

(a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable Commission rules, orders and regulations.

(b) All terms and conditions in all release requests must be objectively stated, applicable to all Bidders and non-discriminatory.

(c) The minimum term for release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's transportation service agreement.

(d) The maximum rates for any release for more than one year shall be the applicable maximum reservation charge and usage charge, as well as all other applicable rates, charges, and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 7.21.

For less than maximum rate transactions only, converting daily rate to monthly rate is accomplished by multiplying the daily rate times number of days in the rate period, dividing the result by the number of months in the rate period and taking the remainder out to 5 decimal places and rounding up or down to the Transporter's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by number of months in the rate period; dividing the result by the number of days in the rate period and taking the remainder out to 5 decimal places and rounding up or down to the Transporter's specified decimal place.

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(e) (i) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's transportation service agreement and with this Tariff, including the provisions on nominations and scheduling of transportation and curtailment of service.

(ii) Bids are binding until written or electronic notice of withdrawal is received by Transporter. Offers are binding until written or electronic notice of withdrawal is received by Transporter. Bids cannot be withdrawn after the bid period ends. The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

(iii) Transporter will post offers and bids, including prearranged deals, upon receipt, unless Releasing Shipper requests otherwise. If a Releasing Shipper requests a posting time, Transporter will support such request insofar as it comports with the standard timeline set forth in Section 7.21.3(d).

(iv) Releasing Shipper may not specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

(v) Releasing Shipper may specify dollars and cents or percents of maximum tariff rate in the denomination of bids. Once the choice is made by the Releasing Shipper, the bids should comport with the choice.

(vi) For the capacity release business process timing model set forth in Section 7.21.3(d), only the following methodologies are supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, should be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor is Transporter held to the timeline should the releasing shipper elect another method of evaluation.

(f) If the Releasing Shipper wishes to recall capacity to be effective for a Gas Day, the notice should be provided to Transporter and the acquiring shipper no later than 8 a.m. Central Clock Time on nomination day; provided, however, the Releasing Shipper may not effect a partial day recall of capacity. Such notification will confirm that the conditions of recall have been met and will be accompanied by the required scheduling information. A Releasing Shipper may specify in the Release Request whether the recalled capacity is to be reput to the original Replacement Shipper and the terms of the reput. These terms may be either: (i) reput must be

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accepted by the original Replacement Shipper for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release. The Releasing Shipper may effect a reput by notifying Transporter and Replacement Shipper by 8:00 a.m. Central Clock Time on the day of the nomination deadline on the day prior to the effective date of the reput of entitlements to Replacement Shipper.

(g) Notwithstanding anything herein to the contrary, all Releasing Shippers that release capacity shall remain responsible for payment of all reservation charges for released transportation unless Transporter consents to a permanent release after the Replacement Shipper submits all necessary information for a new service request, satisfies all creditworthiness requirements and the Releasing and Replacement Shippers execute all necessary service agreements or amendments with Transporter. Transporter and Shipper may, in connection with their agreement to a Negotiated Rate under a firm transportation rate schedule, agree upon Releasing Shipper payment obligations and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein and in Subsection (i) of this Section. The Releasing Shipper shall receive a reservation charge credit equaling the reservation charge dollars for which Transporter bills the Replacement Shipper. A reservation rate for the purposes of this Section 21 consists of (i) the base reservation rate, and (ii) all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base reservation rate; therefore a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.

(h) Transporter shall bill Replacement Shipper based upon the rates, charges, and surcharges incorporated in the Released Transportation Service Agreement. The commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the bill, Transporter shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge, which the Releasing Shipper shall pay to Transporter with interest on the unpaid amount, which interest shall be calculated from the date that Transporter credited the Releasing Shipper for the applicable reservation charges in accord with (g) above. Releasing Shipper shall submit the payment within ten days of receipt of Transporter's invoice. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Transporter to exercise the remedies available under the applicable service agreements and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Transporter.

(i) Except in case of permanent assignment, any increase in Transporter's rates, charges, and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its release request for the rates, charges or surcharges for

released service rights to increase in accordance with such increase in Transporter's rates, charges, and surcharges. Any refunds of any rates or charges ordered by the FERC shall be paid by Transporter to the Releasing Shipper and/or the Replacement Shipper in the manner specified in the release request and incorporated in the Released Transportation Service Agreement.

(j) Except in case of permanent assignment, the Replacement Shipper's service under a Released Transportation Service Agreement shall be subject to and governed by the terms and conditions of the Releasing Shipper's transportation service agreement and governing rate schedule and the Released Transportation Service Agreement.

(k) Except in case of permanent assignment, Transporter shall accept nominations, schedule transportation, afford priority of service, and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper that are consistent with one another and with the terms and conditions of the Tariff and their respective service agreements. If instructions or nominations from the Releasing Shipper and Replacement Shipper, in Transporter's sole opinion, are inconsistent or conflicting, and if Transporter is unable to resolve the conflict prior to the time that it must take the required action, Transporter shall comply with the instructions of the Releasing Shipper; provided, however, that such instructions must not be inconsistent with the Tariff, in Transporter's sole opinion. The Releasing Shipper will indemnify Transporter against any claim or suit by the Shipper, Replacement Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the Releasing Shipper's nominations and instructions and will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Transporter against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Transporter harmless for any actions taken by Transporter in reliance upon the instructions of the Releasing Shipper.

(l) Replacement Shippers may use secondary delivery points.

(m) All transportation rights released hereunder shall be scheduled and curtailed as firm transportation service under Section 7.10 of these General Terms and Conditions. Interruption or curtailment of such released service shall be in accordance with interruption or curtailment of firm service under this Tariff and as prescribed by the terms of the release. All Replacement Shippers may re-release their capacity subject to the terms and conditions for release as set forth herein.

7. Posting and bidding requirements: Releases for any period of thirty-one (31) days or less, a release of capacity for more than one year at the maximum tariff rate, a release to an asset manager (as defined by FERC regulations at 18 C.F.R. §284.8(h)(3)), or releases to a marketer

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participating in a state regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)) are exempt from advance posting and bidding requirements set forth in this Section 21. However, the Releasing Shipper must provide the terms of such releases to Transporter for informational posting purposes at the time of the release. When a capacity release for thirty-one (31) days or less is exempt from posting and bidding requirements, a Releasing Shipper may not roll-over or extend the release unless it complies with the posting and bidding requirements, and may not re-release to the same Replacement Shipper using the thirty-one (31) days or less bidding exemption until twenty-eight (28) days after the first release period has ended, except as otherwise permitted by 18 C.F.R. § 284.8(h)(2), such as a release to an asset manager or to a marketer participating in a state-regulated retail access program.

8. Index-Based Capacity Release: For purposes of this section, Transporter’s Customer Service Representative may be contacted via the e-mail address included in Section 7.6 of this Tariff and under “Contacts” on Transporter’s website.

(a) To request an index-based capacity release, the Releasing Shipper shall submit to Transporter’s Customer Service Representative the details for its desired capacity release in conformance with the terms of this Tariff via e-mail.

(b) Transporter’s Customer Service Representative shall post notice providing details of any index-based capacity Release Offers on Transporter’s website. For biddable releases, bidders shall respond by e-mail to Transporter’s Customer Service Representative in accordance with the terms of this Tariff.

(c) Transporter’s Customer Service Representative will manually evaluate any index-based capacity release Bids received and make the capacity release award by the deadline(s) prescribed by the Shipper, including any applicable extensions, as required by NAESB standards.

(d) Transporter’s Customer Service Representative will post the Winning Bid’s details on Transporter’s website.

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GENERAL TERMS AND CONDITIONS  
RIGHT OF FIRST REFUSAL

7.22. Evergreen and Right of First Refusal

1. For all firm transportation service with a primary term of two (2) years or longer, Transporter and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions that the Service Agreement shall continue to be in effect until terminated by either Transporter or Shipper by written notice to the other delivered at least twelve (12) months prior to the date of intended termination.
2. A Shipper may exercise a right of first refusal (ROFR) to continue receiving service at the end of the term of any agreement, including any term extended pursuant to any contractual rollover or evergreen provision, provided that Shipper is receiving service at the maximum rate for a term of twelve consecutive months or longer (or for one year or longer where service is not available for twelve consecutive months); or if Transporter and Shipper have so agreed, at other rates. Shipper must provide written notice to Transporter at least six (6) months prior to the termination date if the Shipper wants to exercise its ROFR.
3. To exercise such ROFR, Shipper must agree to match the rate or rates, up to the maximum rate or rates then applicable, and the agreement term, up to a term of five years, to which a competing prospective Shipper is willing to agree with Transporter for all or any portion of the transportation rights then held by Shipper; provided, however, that nothing herein shall obligate Transporter to render service to Shipper or to any competing prospective Shipper if such persons do not agree to pay Transporter's maximum rates then applicable. If the highest bid submitted by a competing prospective Shipper is a Negotiated Rate that meets or exceeds the lowest rate Transporter is willing to accept for such service, the existing Shipper may retain its capacity by matching the bid on either a Negotiated Rate basis or a Recourse Rate basis.
4. If a Shipper chooses to exercise a ROFR for only a portion of its capacity, or chooses to extend the primary term of its agreement pursuant to a contractual rollover or evergreen provision for only a portion of its capacity, Shipper's MDQ, aggregate Maximum Receipt Volume entitlements and aggregate Maximum Delivery Volume entitlements all must be retained by the same percentage.
5. If an existing Shipper chooses not to match the economic value of the best bid(s) as determined by Transporter, capacity will be awarded to the selected bidder(s), and the existing Shipper's ROFR will expire. Shipper will be required only to match the highest rate for firm service up to the applicable maximum rate.

6. If no creditworthy bids are submitted for any portion of the capacity, an existing Shipper will be entitled to continue its existing service for any portion of the capacity, for any term desired, provided Transporter and Shipper agree to mutually acceptable rates for the service at a level within the posted maximum and minimum tariff rates for the applicable service or at a mutually acceptable Negotiated Rate for the applicable service. If Transporter and Shipper fail to agree on rates within thirty (30) days of the bid close date, Shipper's ROFR will be deemed to have terminated.

GENERAL TERMS AND CONDITIONS  
CONSTRUCTION OF NEW FACILITIES

7.23. Construction of new facilities

1. Except as provided in Section 7.23.2, Shipper shall reimburse Transporter (a) for the costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver natural gas for Shipper's account and (b) for any and all filing fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the Commission. Any reimbursement due Transporter by Shipper shall be due and payable to Transporter within ten (10) days of receipt of Transporter's bill. Transporter may consent that such reimbursement, plus carrying charges thereon, be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Service Agreement.

2. Transporter may waive, at its discretion, all or a portion of the facility cost reimbursement requirement if Shipper provides Transporter adequate assurances of transportation throughput and revenue to make construction of the facilities economical to Transporter. For purposes of determining whether a project is economical, Transporter will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Transporter estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Transporter. Transporter shall post on its Internet Website notice of any such waiver, as well as the general circumstances under which any such waiver has been granted. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory.

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GENERAL TERMS AND CONDITIONS  
INFORMATION AND COMMUNICATION REGARDING  
TRANSPORTATION SERVICES

7.24. Information and communications regarding transportation services

1. Transporter posts information on its internet website regarding Transporter's system and its capacity and the availability, pricing, or other terms of the transportation service provided by Transporter.
2. Transporter's internet website is accessible at [www.gasnom.com/ip/mogas/ipindex.cfm](http://www.gasnom.com/ip/mogas/ipindex.cfm). This website provides a menu of information available; is downloadable; is backed up daily, with the most recent entries displayed ahead of older entries; is periodically purged of information on completed transactions, with purged information archived on the website for three years; contains links that separate critical system-wide notices from non-critical notices; and contains a search function.
3. Respecting a particular transportation transaction for the duration of the transaction and for at least ninety (90) days after the transaction has been completed.

Archived data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.

4. Service complaints: Shippers are encouraged to resolve any disputes informally with Transporter. A formal complaint concerning any transportation service offered by Transporter should be directed in writing to:

President  
MoGas Pipeline LLC  
110 Algana Court  
St. Peters, MO 63376  
(636) 926-0387 (facsimile)

Transporter shall inform Shipper within 48 hours that the inquiry has been received and inform Shipper of Transporter's initial response to the inquiry and proposed course of action. Each inquiry will be noted on the transportation request log. Each inquiry shall be investigated, and, within 30 days of inquiry, Transporter shall inform Shipper in writing in of the action, if any, taken in response to Shipper's inquiry. Transporter shall maintain a separate file for all shipper inquiries and Transporter's responses.

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GENERAL TERMS AND CONDITIONS  
NORTH AMERICAN ENERGY STANDARDS BOARD  
("NAESB") STANDARDS

7.25. North American Energy Standards Board ("NAESB") Standards

The Commission has granted Transporter waivers or exceptions from compliance with certain of the NAESB business practices and electronic communication standards which are otherwise required by the Commission in 18 CFR § 284.12(b). With the exception of those standards for which waiver or exception has been granted, Transporter has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12(a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Transporter specifically incorporates by reference the following NAESB WGQ Version 1.9 standards, definitions, and data sets, by reference:

Additional Standards:

General:

Principles:

0.1.1, 0.1.2, 0.1.3

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3

GENERAL TERMS AND CONDITIONS  
NORTH AMERICAN ENERGY STANDARDS BOARD  
("NAESB") STANDARDS

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Nominations Related Standards:

Principles:

1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.7, 1.1.9, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15,  
1.1.16, 1.1.17, 1.1.18, 1.1.19, 1.1.20, 1.1.21, 1.1.22

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,  
1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.1, 1.3.2(iv)-(v), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14,  
1.3.15, 1.3.16, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,  
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GENERAL TERMS AND CONDITIONS  
NORTH AMERICAN ENERGY STANDARDS BOARD  
("NAESB") STANDARDS

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Standards:

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Principles:

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Definition:

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Standards:

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NORTH AMERICAN ENERGY STANDARDS BOARD  
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NORTH AMERICAN ENERGY STANDARDS BOARD  
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Data Sets:

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Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.12, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21,  
10.3.25, 10.3.26, 10.3.27

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GENERAL TERMS AND CONDITIONS  
BILLING, INVOICES & PAYMENTS

7.26. Billing, Invoices and payments

1. Transporter shall render invoices on or before the tenth day of each month for all gas delivered in the preceding monthly billing period. Invoices may be rendered to Shipper by mail, electronically or facsimile. When information necessary for billing purposes is in the control of Shipper, such information shall be delivered to Transporter by Shipper on or before the fifth day of the month following the month in which service was provided.
2. Both Transporter and Shipper have the right to examine at reasonable times those books, records and charges of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.
3. If the Shipper has service agreements in effect with Transporter for both firm and interruptible transportation service, then any gas volumes transported by Transporter for Shipper shall first be billed and accounted for as firm transportation gas under Rate Schedule FT up to Shipper's MDQ on a daily basis. Any gas volumes transported by Transporter in excess of such Shipper's MDQ on a daily basis shall be billed and accounted for as interruptible transportation gas under Rate Schedule IT. Any gas volumes transported by Transporter in excess of Shipper's firm MDQ on a daily basis shall be deemed as interruptible transportation and billed at the maximum interruptible transportation rate.
4. Shipper shall pay to Transporter at its designated office on or before the fifteenth day of each month for the natural gas delivered by Transporter during the preceding month and invoices by Transporter; provided, however, Shipper's payment shall never be due until ten (10) days from the postmark, e-mail notification or facsimile confirmation date of Transporter's invoice.
5. In the event Shipper fails to pay all of the amount due Transporter within the allotted period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.67 or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, Transporter, upon thirty (30) days' prior written notice to Shipper, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made. If Shipper fails to pay or make satisfactory credit arrangements within such thirty (30) day notice period, Transporter, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Shipper, terminate further receipt and/or delivery of gas on behalf of Shipper. Transporter will not bill Shipper for periods when service is suspended.

6. Payments received shall be applied first to accrued interest, then to the previously outstanding principal due, and lastly, to the most current principal due.

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GENERAL TERMS AND CONDITIONS  
FORCE MAJEURE

7.27. Force Majeure

1. It is expressly agreed that Transporter shall not be liable on any account whatsoever to Shipper for any failure, interruption or diminution in delivery of gas hereunder for any act, omission or circumstance occasioned by or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God, terrorism or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, or government agency, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with Transporter's natural gas supply, or, and without limitation by the foregoing, any other causes beyond reasonable control of Transporter.

2. If, due to an event of force majeure, Transporter is unable to deliver any portion of the Shipper's firm MDQ for a period greater than ten (10) consecutive days, then for the period beyond ten (1) days that Transporter so fails to provide service, the applicable reservation charges shall not apply to the quantity of gas not delivered by Transporter within the Shipper's firm MDQ. However, the applicable reservation charges shall not be eliminated to the extent that the Shipper utilizes secondary points on Transporter's system.

3. Shipper shall not be liable to Transporter for any failure to accept natural gas hereunder when occasioned by or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God, terrorism or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, or government agency, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with Transporter's natural gas supply, or, and without limitation by the foregoing, any other causes beyond reasonable control of Transporter.

Except as set forth in Section 7.27.2, any such cause or contingency exempting Shipper from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Shipper of its obligation to pay demand charges, reservation charges, or other amounts owed in accordance with the provisions of the applicable rate schedule. In every case, Shipper shall exercise diligence to remove any such interference with its receipt of gas and shall resume such receipt at the earliest practicable time.

GENERAL TERMS AND CONDITIONS  
LIABILITY

7.28. Liability

1. If service under this Tariff is interrupted, Transporter shall not be liable for damages of any kind, including consequential damages, to any Shipper or other party.
2. Transporter shall have the right, without liability to any Shipper or other party, to interrupt the receipt, transportation, or delivery of gas when necessary to test, alter, modify, enlarge, repair, or maintain any facility, property or appurtenance related to the operation of its pipeline system. Except in cases of unforeseen emergency, Transporter shall give advance notice of its intention to so interrupt the transportation of gas, stating the anticipated timing and magnitude of each such interruption.

GENERAL TERMS AND CONDITIONS  
REMEDIES

7.29. Remedies

1. Transporter is not required to perform service under the Transportation Service Agreement on behalf of any Shipper that fails to comply with any term or condition of Shipper's Service Agreement including the applicable rate schedules and these General Terms and Conditions.
2. No provision of these General Terms and Conditions regarding specific remedies shall bar either Transporter or shipper from asserting any other remedy it may have at law or in equity.

GENERAL TERMS AND CONDITIONS  
REGULATORY AUTHORITY

7.30. Regulatory Authority

1. This Gas Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Service Agreement, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Each Party's obligations under a Service Agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction an authorization as may be necessary.
2. Transporter and Shipper recognize that the rates, terms and conditions for service hereunder may require change from time to time. Accordingly, Transporter's rates, terms and conditions, may from time to time be changed by appropriate lawful processes, including the filing of changed provisions pursuant to Section 4 of the Natural Gas Act with the FERC. Transporter shall be entitled to collect such changed rate from Shipper commencing with the effective date of such change. Shipper shall be obligated to pay the changed rate, made effective in the manner described above, but nothing herein contained shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.
3. If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the Commission directly or indirectly requires changes in the costs attributable to transportation by Transporter hereunder or requires changes to the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the transportation rate hereunder shall be changed to reflect the full recovery from Shipper of all costs attributed to the transportation hereunder or to reflect any new rate form.
4. Transporter has a right to terminate agreements under this Rate Schedule immediately if the regulatory authority to perform the service provided under such agreements is terminated.

GENERAL TERMS AND CONDITIONS  
NOTICES

7.31. Notices

Any notice, request, demand, statement or bill provided for in these General Terms and Conditions and the rate schedule to which they apply, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered three (3) days after deposit in the United States mails, postage prepaid, addressed to the Post Office address of Transporter or Shipper, or at such other address as either shall designate by formal written notice, except that routine communications (including monthly statements and payments) shall be considered as duly delivered three (3) days after mailing by either registered or ordinary mail, and except that notices pursuant to "Limitations or Obligations" and pursuant to Section 16 of the General Terms and conditions may be given orally. In the event that next day express delivery service is utilized, delivery shall be deemed to occur on the following business day.

GENERAL TERMS AND CONDITIONS  
SHARED PERSONNEL AND FACILITIES

7.32. Shared personnel and facilities

1. Officers and Directors – Applicable informational postings are available on Transporter’s website.
2. Shared facilities – Applicable informational postings are available on Transporter’s website.

GENERAL TERMS AND CONDITIONS  
FLEXIBLE POINT RIGHTS & SEGMENTATION

7.33. Flexible Point Rights and Segmentation

1. Primary Points – A shipper may request primary points under the Transporter’s Firm Transportation Rate Schedule. Each primary point agreed to by Transporter and Shipper shall be identified in the Exhibits of the Firm Transportation Agreement along with the Maximum Daily Quantity that is applicable to that primary point.
2. Alternate Points – Subject to availability of capacity, other receipt and delivery points shall be available as alternate points for shippers receiving service under the Transporter’s Firm Transportation Rate Schedule.
3. Segmentation Rights – A Shipper may use the nomination process to segment capacity. To segment its Primary Path into discrete segments for its own use or in connection with a capacity release pursuant to Section 21 of these General Terms and Conditions, the Shipper must nominate a receipt point and a corresponding delivery point up to the Shipper’s Maximum Daily Quantity for each proposed segment. Transporter shall schedule nominations for receipt points and delivery points subject to the availability of capacity on the Transporter’s system, Transporter’s operational requirements and its FERC Gas Tariff. All receipt points must be located at a physical point of interconnection between the Transporter and another pipeline.

GENERAL TERMS AND CONDITIONS  
OPERATIONAL PURCHASES & SALES

7.34. Operational purchases and sales

Transporter may buy and/or sell gas to the extent necessary: (i) to provide or maintain system pressure and line pack, (ii) to balance fuel quantities, and (iii) to perform other operational functions of Transporter in connection with transportation services.

GENERAL TERMS AND CONDITIONS  
THIRD PARTY PIPELINE CAPACITY

7.35. Third Party Pipeline Capacity

Transporter, from time to time, may contract in its own name to acquire and utilize capacity on a third-party system. Any services provided to Shippers using such capacity shall be provided pursuant, and subject, to the applicable provisions of Transporter's FERC Gas Tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit Transporter to utilize such capacity to provide services to its Shippers.

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GENERAL TERMS AND CONDITIONS  
CREDITWORTHINESS

7.36. Creditworthiness

1. General - Transporter shall not be required to (a) execute a Service Agreement providing for service under the applicable Rate Schedule for any Shipper who fails to meet Transporter's standards for creditworthiness, or (b) initiate service for a Shipper who fails to meet Transporter's standards for creditworthiness, or (c) continue service for any Shipper who is or has become non-creditworthy or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness pursuant to Transporter's standards. If Shipper is found to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons Shipper has been deemed non-creditworthy.
  2. Credit Appraisal Information – Transporter shall perform a credit appraisal, if applicable, by utilizing any or all of the following information which Shipper shall furnish to Transporter:
    - (a) A copy of Shipper's most recent audited financial statements;
    - (b) A copy of Shipper's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, SEC 10-K form;
    - (c) A list of Shipper's affiliates, including parent and subsidiaries, if applicable;
    - (d) A bank reference and two trade references. The results of the reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis;
    - (e) Any credit reports from credit reporting agencies, which are available; and/or,
    - (f) Such other information as may be mutually agreed to by the parties.
  3. Credit Evaluation – For purposes herein, the determination of Shipper's creditworthiness a shipper shall be deemed creditworthy if:
    - (a) Shippers senior unsecured debt is rated at least BBB by Standard & Poors, Baa2 by Moody's, or an equivalent rating as determined by Transporter based on financial information specified in Section 7.36.2; or
    - (b) The Shipper prepays for service, or provides an irrevocable letter of credit to secure payment of an amount equal to:
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(i) For Rate Schedule FT Shippers - the sum of the monthly reservation charges applicable to the proposed service for a three (3) month period; or

(ii) For Rate Schedule IT Shippers – an amount equal to the commodity charges applicable to the proposed service for a three (3) month period.

4. Maintenance of Creditworthiness - If Shipper's credit standing ceases to meet Transporter's credit requirements during the period of service, then Transporter has the right to require security as specified herein. Upon notification by Transporter that Shipper no longer meets Transporter's creditworthiness standards, Shipper must, within five (5) business days, pay for one month of service in advance to continue service.

Shipper has the option of continuing to receive transportation service by providing one of the following within 30 days of notification that Shipper no longer meets Transporters creditworthiness standards:

(a) Guarantee: Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the FT agreement from a corporate affiliate of the Shipper or a third party, either of which meets the creditworthiness standards set forth in this Section 7.36;

(b) Cash Security Deposit: A Shipper may provide a cash security deposit for service via cleared check or wire transfer. The deposit must be sufficient to cover the applicable reservation and usage charges for three (3) months of service and shall be maintained until Shipper meets transporters creditworthiness standards. Transporter will accrue interest on cash security deposits based on interest rates established by FERC;

(c) Letter of Credit: A Shipper may post a Letter of Credit in a form acceptable to transporter; or,

(d) Any other security mutually agreed upon by Shipper and Transporter. Such other security shall be accepted on a nondiscriminatory basis by Transporter.

5. Security Requirements for Expansion Capacity – The security requirements for expansion capacity will be separately identified as part of any open season. The amount of security initially required for expansion capacity on lateral facilities will be determined by Transporter and may be up to the cost of the facilities to be constructed. Where new lateral facilities serve multiple shippers, an individual Shipper's maximum security obligation will be no more than its proportionate share of the total cost of the lateral facilities.

6. Other Creditworthiness Requirements - Shipper must also meet the following criteria in order to be deemed creditworthy for purposes of this Section 7.36:

(a) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of the creditors, or any informal creditors' committee assignment. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction;

(b) Shipper must not be subject to pending liquidation or regulatory proceedings in state or federal courts that could cause a substantial deterioration in its financial condition or that could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity; and

(c) Shipper must have no significant outstanding collection lawsuits or judgments that would jeopardize Shipper's ability to remain solvent.

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GENERAL TERMS AND CONDITIONS  
FUEL AND GAS LOSS RETENTION PERCENTAGE ADJUSTMENT

7.37. FUEL AND GAS LOSS RETENTION PERCENTAGE ADJUSTMENT

1. In General. The Fuel and Gas Loss Retention Quantity shall be expressed as a percentage of receipt quantities (“Fuel and Gas Loss Retention Percentage”). The Fuel and Gas Loss Retention Percentage shall be adjusted pursuant to the Fuel and Gas Loss Retention Percentage adjustment filing procedures set forth in this Section.

2. Accounting for Activity. Transporter will account for all under or over recovered Fuel and Gas Loss Retention Quantities by determining the total volumes received for transportation less the total volumes delivered, effective January 1, 2010. The calculation of the Fuel and Gas Loss Retention Percentage shall be performed such that all volumes of Gas attributable to Shipper imbalance and all volumes of Gas purchased or sold by Transporter pursuant to Section 7.34 of these General Terms and Conditions are excluded.

- (a) Transporter shall maintain an accounting of the Fuel and Gas Loss Retention Quantities, beginning with the effective date of this Section 7.37. For each Month, the Fuel and Gas Loss Retention Quantity shall be increased or decreased for a positive or negative Change in Fuel Reimbursement for the Month.
- (b) A “Change in Fuel Reimbursement” for each Month shall be the difference between (1) the actual Fuel and Gas Loss Retention Quantity collected from Shippers for the Month and (2) the actual quantities of Gas expended for company-use Gas and Lost and Unaccounted for Gas (“Fuel and LUFG”) during the Month.

3. Transporter’s Annual Adjustment Filing. Annually, Transporter shall adjust the Fuel and Gas Loss Retention Percentage to take into account both prospective changes in Fuel and Gas Loss Retention requirements and unrecovered Fuel and Gas Loss Retention Quantities from the preceding period as described below. That Fuel and Gas Loss Retention adjustment shall be effected by means of a Fuel and Gas Loss Retention adjustment filing, which shall be filed with the Commission annually on or before August 31, together with complete documentation to support all calculations and estimates, to become effective October 1 (“Annual Adjustment Filing”). The Annual Adjustment Filing will be based on the 12 month period ending June 30 of each year, with the exception of the initial Annual Adjustment Filing to be made by August 31, 2010 (“Initial Annual Adjustment Filing”).

4. Annual Adjustment Filing Calculation. The Fuel and Gas Loss Retention Percentage, as adjusted by Transporter through its Annual Adjustment Filings, shall each consist of the sum of (i) the Current Fuel

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and Gas Loss Retention Percentage, and (ii) the Unrecovered Fuel and Gas Loss Retention Percentage, calculated in the following manner:

- (a) Current Fuel and Gas Loss Retention Percentage Component. In each Annual Adjustment Filing, including the Initial Annual Adjustment Filing, Transporter shall calculate the Current Fuel and Gas Loss Retention Percentage by: (i) estimating the total Fuel and LUGF quantities required during the next 12-month period (“Current Fuel and Gas Loss Retention Quantities”) and (ii) dividing that volumetric figure by the total quantities estimated by Transporter to flow under the applicable Rate Schedules which are subject to that Fuel and Gas Loss Retention Percentage during the same 12-month period (“Current Rate Schedule Quantities”).
- (b) Unrecovered Fuel and Gas Loss Retention Percentage Component. In each Annual Adjustment Filing, except the Initial Annual Adjustment Filing, Transporter shall calculate the Unrecovered Fuel and Gas Loss Retention Percentage by: (i) determining the Fuel and LUGF quantities for the preceding 12 month period (“Preceding Annual Period”); (ii) subtracting the Fuel and Gas Loss Retention Quantities retained by Transporter during that Preceding Annual Period; and (iii) dividing the result (the “Unrecovered Fuel and Gas Loss Retention Quantities”), whether positive or negative, by the Current Rate Schedule Quantities. For the Initial Annual Adjustment Filing, Transporter shall calculate the Unrecovered Fuel and Gas Loss Retention Percentage by: (i) determining the Fuel and LUGF quantities for the initial period from January 1, 2010 through June 30, 2010 (“Initial Period”); (ii) subtracting the Fuel and Gas Loss Retention Quantities retained by Transporter during the Initial Period; and (iii) dividing the result, the Unrecovered Fuel and Gas Loss Retention Quantities, whether positive or negative, by the Current Rate Schedule Quantities.
- (c) In each Annual Adjustment Filing, including the Initial Annual Adjustment Filing, Transporter shall add (i) the Current Fuel and Gas Loss Retention Percentage established for that filing, as calculated in accordance with paragraph (a) above, and (ii) the Unrecovered Fuel and Gas Loss Retention Percentage established for that filing (whether a positive figure reflecting an under-recovery or a negative figure reflecting an over-recovery), as calculated in accordance with paragraph (b) above. The resulting total Fuel and Gas Loss Retention Percentage shall be effective until the effective date of Transporter’s next Annual Adjustment Filing unless a Mid-Year Adjustment Filing is made as set forth below.

5. Mid-Year Adjustment Filing. During the 12 month period following the effective date of each Annual Adjustment Filing, Transporter may make one Mid-Year Adjustment Filing if Transporter demonstrates, based upon operating or other conditions, that a mid-year fuel change is needed for system

operations, such Mid-Year Adjustment Filing to become effective 30 days after such filing is made (“Mid-Year Adjustment Filing”).

- (a) In each Mid-Year Adjustment Filing, Transporter shall calculate the Mid-Year Fuel and Gas Loss Retention Percentage by (i) estimating the revised total Fuel and LUFG quantities required during the period until the next Annual Adjustment Filing period and (ii) dividing that volumetric figure by the revised total quantities estimated by Transporter to flow under the applicable Rate Schedules which are subject to that Fuel and Gas Loss Retention Percentage during the same period. The Fuel and Gas Loss Retention Percentage, as adjusted by Transporter through this Mid-Year Adjustment Filing, shall each consist of the sum of (i) the Mid-Year Fuel and Gas Loss Retention Percentage, and (ii) the Unrecovered Fuel and Gas Loss Retention Percentage calculated in the last Annual Adjustment Filing. The Mid-Year filing shall include the supporting documentation as stated in Section 7.37.3.
- (b) Any Unrecovered Fuel and Gas Loss Retention Quantities, whether positive or negative, subsequent to the last Annual Adjustment Filing shall be included in the calculation of the Fuel and Gas Loss Retention Percentage in the next Annual Adjustment Filing.

FORMS

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MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE REQUEST

SHIPPER INFORMATION

Complete legal name of Shipper: \_\_\_\_\_  
State of incorporation: \_\_\_\_\_

Address: \_\_\_\_\_ For Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact information for Notices: \_\_\_\_\_ Contact information for scheduling and  
volume information: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Address (include \_\_\_\_\_  
street address for \_\_\_\_\_  
hand delivery) \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Shipper is a(n) \_\_\_\_\_ Local Distribution Company \_\_\_\_\_ Intrastate Pipeline  
\_\_\_\_\_ Interstate Pipeline \_\_\_\_\_ Producer  
\_\_\_\_\_ End User \_\_\_\_\_ Marketer  
\_\_\_\_\_ Other (specify) \_\_\_\_\_

Name and full title of Officer, Managing Partner, or other authorized person(s) who  
will execute the written transportation service agreement with Transporter. (If  
signatory person is not an officer, please provide written authorization for  
signature.)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

If person requesting service is an agent of Shipper, please provide proof of authority  
to act as agent of Shipper and complete the following:

Legal Name of Principal: \_\_\_\_\_, which is a(n)  
\_\_\_\_\_ Local Distribution Company \_\_\_\_\_ Intrastate Pipeline  
\_\_\_\_\_ Interstate Pipeline \_\_\_\_\_ Producer  
\_\_\_\_\_ End User \_\_\_\_\_ Marketer  
\_\_\_\_\_ Other (specify) \_\_\_\_\_

MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE REQUEST

Page 2

SERVICE REQUESTED

Type of Service requested:  Firm  Interruptible  
 New  Amendment to Service Agreement dated: \_\_\_\_\_

SERVICE INFORMATION

Maximum Daily Quantity \_\_\_\_\_ Dekatherms

Requested term of service:  
Initial delivery date \_\_\_\_\_  
Termination date \_\_\_\_\_

Total contract volume over life of contract  
(affiliate transactions only) \_\_\_\_\_ Dekatherms

Are additional or new facilities required for Transporter to receive or deliver gas for the transportation service requested herein?

Yes  No

If yes, state type of additional or new facilities: \_\_\_\_\_

Provide the identity of

any immediate upstream Transporters of the gas to the Receipt Point:  
\_\_\_\_\_  
\_\_\_\_\_

any immediate downstream Transporters of the gas from the Delivery Point:  
\_\_\_\_\_  
\_\_\_\_\_

The name(s) of End User(s) (must be provided at time of execution of service agreement):

State any affiliation between Transporter and any of the following entities:

	Yes	No	If yes, name affiliate:
Shipper	<input type="checkbox"/>	<input type="checkbox"/>	_____
End User	<input type="checkbox"/>	<input type="checkbox"/>	_____
Supplier	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other*	<input type="checkbox"/>	<input type="checkbox"/>	_____

\*Describe involvement of any "Other" affiliate of Transporter in this transaction:

\_\_\_\_\_  
\_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE REQUEST

Page 3

If Shipper is a marketing affiliate of Transporter, does the cost of gas to the Shipper exceed the price received for the sale of gas by the affiliated marketer after deducting associated costs, including those incurred for transportation (i.e., is the gas being sold at a loss?):

Yes\_\_\_\_ No\_\_\_\_

If so, by what amount? \_\_\_\_\_ per Dth

If this information is not known, it must be supplied as soon as possible.

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC"), and that Shipper's request will become part of a log available for public inspection. Shipper hereby agrees to pay Transporter's currently effective transportation rate applicable for this service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice therefore.

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE CREDIT AGREEMENT

Shipper Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of business     Corporation     Partnership     Individual  
                           Other    (specify) \_\_\_\_\_

State in which Shipper is incorporated \_\_\_\_\_

Tax ID Number \_\_\_\_\_

Number of years in business under current name \_\_\_\_\_

Has the Shipper changed its name in the last 5 years                    Yes                    No

If yes, furnish prior name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List the three principal owners, stockholders, partners, or officers of the Shipper

Name _____	Name _____	Name _____
Title _____	Title _____	Title _____
Address _____	Address _____	Address _____
_____	_____	_____
Phone _____	Phone _____	Phone _____
Email _____	Email _____	Email _____

If a wholly owned subsidiary, name and address of parent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE CREDIT AGREEMENT

Is Parent company responsible for subsidiary's debts? Yes No  
If yes, please furnish documentation.

Billing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Amount of Credit Requested \$ \_\_\_\_\_ Net Worth \$ \_\_\_\_\_

Please Furnish One Bank Reference

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Account Types \_\_\_\_\_  
\_\_\_\_\_ Account Nos. \_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_

Please Furnish Two Business Credit References

Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Phone \_\_\_\_\_

Shipper's estimate of activity under all transportation agreement with  
MoGas Pipeline LLC:

Estimated Monthly Transportation Charges \$ \_\_\_\_\_

Is Shipper:

Operating under federal bankruptcy laws? Yes \_\_\_ No \_\_\_

Subject to liquidation or debt reduction under state laws? Yes \_\_\_ No \_\_\_

Subject to pending liquidation or regulatory proceedings in state or federal  
courts which could cause a substantial deterioration of Shipper's financial  
condition? Yes \_\_\_ No \_\_\_

Subject to any collection lawsuits or outstanding judgments which would affect  
Shipper's ability to remain solvent? Yes \_\_\_ No \_\_\_

MoGas Pipeline LLC  
FORM OF TRANSPORTATION SERVICE CREDIT AGREEMENT

Page 3

Credit Appraisal Information:

- Attach copies of Shipper's audited financial statements (to include, at least, the most recent years on an annual basis and 3 most recent monthly or quarterly statements).
- Attach a copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable.
- Attach any credit reports from credit reporting agencies, which are available.
- Transporter may require other information as may be mutually agreed to by the parties.

If credit is approved, payment terms will be indicated in the contract. Invoices not paid within these terms may result in Shipper being placed on a cash in advance basis and/or having transactions suspended until entire balance due is paid. Transporter reserves the right to limit or revoke the amount of credit extended to a Shipper. Subsequent to notification that Shipper no longer meets Transporter's creditworthiness standards, as set forth in Section 36 of the General Terms and Conditions; Transporter reserves the right to require Shipper to provide one of the following: a guarantee of financial performance; a cash security deposit; a letter of credit; or other form of security mutually agreed upon by Shipper and Transporter. To avoid delays, be sure credit is approved before any transportation is scheduled. Information provided on this application will be held in strictest confidence and used only by the Transporter, or its affiliates, in making a credit evaluation.

NOTICE

ALL INVOICES PAID AFTER DUE DATE WILL BE ASSESSED A LATE PAYMENT SERVICE CHARGE OF THE MAXIMUM ALLOWED BY TARIFF OR APPLICABLE LAW. IN THE EVENT SHIPPER BECOMES DELINQUENT IN THE PAYMENT OF INVOICES, SHIPPER AGREES TO REIMBURSE TRANSPORTER FOR ALL COLLECTION COSTS, LEGAL FEES AND COURT COSTS, IF NOT PROHIBITED BY LAW, THAT ARE INCURRED IN THE COLLECTION PROCESS. STATE LAW MAY FORBID THE DISCLOSURE OF FINANCIAL INFORMATION BY A FIRM WITHOUT THE WRITTEN CONSENT OF ITS SHIPPER. THEREFORE, THE FOLLOWING CONSENT IS PROVIDED:

I HEREBY AUTHORIZE DISCLOSURE OF FINANCIAL INFORMATION BY ALL REFERENCES LISTED ON CREDIT APPLICATION TO MISSOURI PIPELINE COMPANY. THE APPLICANT HAS READ AND AGREES TO ALL TERMS AND CONDITIONS APPEARING ON THIS FORM.

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Company Name \_\_\_\_\_  
Date \_\_\_\_\_

MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)

This Firm Service Transportation Agreement ("Agreement"), is made and entered into between MoGas Pipeline LLC, a Delaware limited liability company ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the promises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT and Transporter's General Terms and Conditions, Transporter agrees to receive, transport and deliver on a firm basis thermally equivalent volumes of gas, adjusted for the Fuel and Gas Loss Retention Quantity, up to the Maximum Daily Quantity (MDQ).

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective and continue in effect as set forth herein. If renewable following the primary term, this Agreement may be terminated by either party upon prior written notice.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Rate Schedule FT and as the same may be revised and changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for firm transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule FT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulation Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE IV RECEIPT POINT(S) AND DELIVERY POINT(S)

Natural gas to be received for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in Appendix A.

Natural gas to be delivered for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s), if any, at or near the point(s) specified in Appendix A.

Additional information concerning receipt and delivery points is set forth on Appendix A to this Agreement which is incorporated herein by reference.

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MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)

Page 2

ARTICLE V QUALITY

All natural gas tendered for transportation to Transporter for the account of shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may receive gas not forming to the quality specifications if treatment facilities on Transporter's system will bring such gas into conformance with the quality specifications. Transporter may refuse to receive on a non-discriminatory basis any gas for transportation which does not meet such quality specifications and will not be treated to meet the quality specifications.

ARTICLE VI ASSIGNMENT

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 under the provisions of any mortgage, deed or 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 any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

ARTICLE VII INTERPRETATION AND MODIFICATIONS

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Missouri.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm transportation agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

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MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)

Page 3

ARTICLE X SPECIFIC INFORMATION

Firm Transportation Service Agreement between MoGas Pipeline LLC  
("Transporter") and \_\_\_\_\_ ("Shipper").

Contract Number \_\_\_\_\_ Effective Date \_\_\_\_\_

Primary Term \_\_\_\_\_  
Renewal Term-month to month \_\_\_\_\_ Other \_\_\_\_\_  
Termination Notice \_\_\_\_\_  
Right of First Refusal: Yes \_\_\_ No \_\_\_

Transporter MoGas Pipeline LLC  
110 Algana Court  
St. Peters, Missouri 63376

Shipper \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum Daily Quantity: \_\_\_\_\_ Dth per day

The rate charged will be the maximum transportation rate unless otherwise agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their Presidents or Vice Presidents as duly authorized officers, the day and year first above written.

Effective Date: \_\_\_\_\_

MoGas Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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APPENDIX A

To the Firm Transportation Service Agreement between MoGas Pipeline LLC  
("Transporter") and \_\_\_\_\_ ("Shipper"), Contract Number  
\_\_\_\_\_.

Point of Receipt	Meter No.	Maximum Receipt Pressure	Maximum Daily Receipt Quantity	Provision for Incre. Facility
---------------------	-----------	-----------------------------	-----------------------------------	----------------------------------

Quality Waivers:

Point of Delivery	Meter No.	Maximum Daily Delivery Quantity	Priority Date	Provision for Incre. Facility
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This Appendix A supersedes and cancels any previously effective Appendix A to this Firm Transportation Service Agreement.

Effective Date: \_\_\_\_\_

MoGas Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE IT)

This Interruptible Transportation Service Agreement ("Agreement"), is made and entered into between MoGas Pipeline LLC ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the premises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule IT and Transporter's General Terms and Conditions, Transporter agrees to receive, transport and deliver on an interruptible basis thermally equivalent volumes of gas, adjusted for the Fuel and Gas Loss Retention Quantity, up to the Maximum Daily Quantity (MDQ).

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective and continue in effect as set forth herein. If renewable following the primary term, this Agreement may be terminated by either party upon prior written notice.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Rate Schedule IT and as the same may be revised or changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rate charged Shipper for transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule IT and of Transporter's General Terms and Conditions on file with the FERC or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference a part hereof.

ARTICLE IV RECEIPT POINT(S) AND DELIVERY POINT(S)

Natural gas to be received for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in Appendix A.

Natural gas to be delivered for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s), if any, at or near the point(s) specified in Appendix A.

Additional information concerning receipt and delivery points is set forth on Appendix A to this Agreement which is incorporated herein by reference.

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MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE IT)

Page 2

ARTICLE V QUALITY

All natural gas tendered for transportation to Transporter for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may receive gas not conforming to quality specifications if treatment facilities on Transporter's system will bring such gas into conformance with the quality specifications. Transporter may refuse to receive on a non-discriminatory basis any gas for transportation which does not meet such quality specifications and will not be treated to meet the quality specifications.

ARTICLE VI ASSIGNMENT

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 under the provisions of any mortgage, deed or 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 any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

ARTICLE VII INTERPRETATION AND MODIFICATIONS

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Missouri.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective it shall supersede and cancel any other interruptible transportation agreements between the parties for the same service:

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (a) Shipper has title to, or a current contractual right to deliver the gas to be transported by Transporter, and (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter, and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE X SPECIFIC INFORMATION

Interruptible Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and \_\_\_\_\_ ("Shipper").  
Contract Number \_\_\_\_\_ Effective Date \_\_\_\_\_  
Primary Term \_\_\_\_\_  
Renewal Term: month to month \_\_\_\_\_ Other \_\_\_\_\_ Termination Notice \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF SERVICE AGREEMENT (RATE SCHEDULE IT)

Page 3

Transporter MoGas Pipeline LLC  
110 Algana Court  
St. Peters, Missouri 63376  
Attn: Office Manager  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Shipper \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum Daily Quantity: \_\_\_\_\_ Dth per day

The rate charged will be the maximum transportation rate unless otherwise agreed to in writing.

Effective Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their Presidents and Vice Presidents as duly authorized officers, the day and year first above written.

MoGas Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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APPENDIX A

To the Interruptible Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and \_\_\_\_\_ ("Shipper"), Contract Number \_\_\_\_\_.

Point of Receipt	Meter No.	Maximum Receipt Pressure	Maximum Daily Receipt Quantity	Provision for Incre. Facility
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Quality Waivers:

Point of Delivery	Meter No.	Maximum Daily Delivery Quantity	Priority Date	Provision for Incre. Facility
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This Appendix A supersedes and cancels any previously effective Appendix A to this Interruptible Transportation Service Agreement.

Effective Date: \_\_\_\_\_

MoGas Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT

This Agreement is applicable to firm transportation rights released pursuant to Section 7.21 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MoGas Pipeline LLC, a Delaware limited liability company, hereinafter called "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission system and provides transportation services for third party shippers on such system;

WHEREAS, Transporter's Tariff permits shippers under Transporter's Rate Schedule FT to release some or all of their transportation rights under the terms and conditions prescribed in Transporter's Tariff;

WHEREAS, Bidder desires to enter into prearranged release agreements and/or submit bidding to acquire transportation rights released by one or more firm shippers and Transporter's Tariff requires Bidder to enter into this Released Transportation Service Agreement as a pre-condition to prearranged releases or to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Section 7.1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder after bidding or the exercise of matching rights, Transporter shall prepare and submit to Bidder an Exhibit "R-\_\_\_\_" (initially, "R-1") setting forth the maximum daily quantity of the released transportation service ("Release Quantity"), applicable receipt and delivery points, the rates to be paid for service using released rights, the name of the Rate Schedule governing such released transportation rights and any special terms and conditions applicable to the release, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Transporter's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper (except in the case of prearranged

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MoGas Pipeline LLC  
FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT

Page 2

transactions to be executed prior to submission to Transporter) and, upon such addition, shall be incorporated in and be considered a part of this Agreement. In the case of prearranged release transactions, Releasing Shipper shall prepare the Exhibit R- \_\_\_\_\_ with all terms set forth therein; and, after execution by Replacement Shipper, such Exhibit shall be submitted to Transporter with the Release Request. If consistent with the tariff and not superseded by a higher third-party or matching bid, such Exhibit R-\_\_\_\_\_ will be accepted and incorporated into this Agreement.

ARTICLE III - TERMS AND CONDITIONS

This Agreement shall be subject to, governed by, and shall incorporate the applicable provisions of Transporter's Tariff, including, without limitation, Section 7.21 of the General Terms and Conditions thereof, the governing Rate Schedule, and the special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions, and limitations of this Agreement and Transporter's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the governing Rate Schedule and the applicable provisions of Transporter's Tariff and shall be subject to all obligations thereof.

ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE V - SUCCESSORS AND ASSIGNS

5.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.

5.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE VI - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shipper(s). The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further

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MoGas Pipeline LLC  
FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT

Page 3

agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) which is the source of the released transportation rights sought to be utilized by Replacement Shipper hereunder.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

7.2 The headings of the articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

7.3 The interpretation and performance of this agreement shall be in accordance with and controlled by the laws of the State of Missouri, without regard to choice of law doctrine that refers to the laws of another jurisdiction.

7.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon in a written instrument executed by both Parties which expressly refers to this Agreement.

7.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change to Transporter and Shipper has been notified by Transporter of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

MoGas Pipeline LLC  
(Transporter)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Replacement Shipper

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Effective Date: \_\_\_\_\_

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EXHIBIT R-1 to the Released Transportation Service Agreement between MoGas Pipeline LLC (Transporter) and \_\_\_\_\_ (Replacement Shipper) dated \_\_\_\_\_.

Release Quantity: \_\_\_\_\_ Bid Rate: \_\_\_\_\_  
Term: \_\_\_\_\_  
Releasing Shipper: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Primary Receipt Points	Meter Nos.	Max. Receipt Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Conditions of Release:  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be made to:

Transporter                      MoGas Pipeline LLC  
   110 Algana Court  
   St. Peters, Missouri 63376  
   (636) 926-0387 (facsimile)

Replacement Shipper (contact person with address, including email, phone and fax):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Releasing Shipper (contact person with address, including email, phone and fax):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:  
\_\_\_\_\_  
For \_\_\_\_\_  
   (Replacement Shipper)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF PRE-ASSIGNMENT AGREEMENT

This Agreement is applicable to permanent assignment of firm transportation rights pursuant to Section 7.21 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MoGas Pipeline LLC, a Delaware limited liability company, hereinafter called "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called "Assignment Bidder." Transporter and Assignment Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission system and provides transportation service for third party shippers on such system;

WHEREAS, Transporter's Tariff permits firm transportation shippers under Transporter's Rate Schedule FT to release some or all of their transportation rights for permanent assignment under the terms and conditions prescribed in Transporter's Tariff;

WHEREAS, Assignment Bidder desires to submit bids for transportation rights released for permanent assignment and Transporter's Tariff requires Assignment Bidder to enter into this Pre-Assignment Agreement as a pre-condition to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Assignment Bidder and provide transportation service to Assignment Bidder to the extent it obtains released transportation/storage rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - FIRM TRANSPORTATION AGREEMENT

In the event transportation rights are assigned to Assignment Bidder pursuant to Section 7.21 of Transporter's General Terms and Conditions, Transporter shall submit to Assignment Bidder a Firm Transportation Service Agreement in the included in Transporter's Tariff ("FT Agreement"), setting forth the Release Quantity, applicable receipt and delivery points, applicable rate, and the name of the Rate Schedule governing such released transportation rights. Assignment Bidder shall execute and return the FT Agreement, as applicable, within 7 days of its transmittal.

ARTICLE III - GOVERNING TERMS AND CONDITIONS

This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Transporter's Tariff, including, without limitation, Section 7.21 of the General Terms and Conditions, and the governing Rate Schedule.

MoGas Pipeline LLC  
FORM OF PRE-ASSIGNMENT AGREEMENT

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ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until the later of (a) the date that Assignment Bidder returns to Transporter an executed FT Agreement, as applicable, in the form in which it was sent to Assignment Bidder, or (b) thirty days following written notice by either Party of its intent to terminate this Agreement.

ARTICLE V - NOTICES

Notice given under this Agreement shall be given in accordance with Section 21 of Transporter's General Terms and Conditions. Written notice shall be considered as having been given if delivered personally, or if sent by confirmed facsimile or by mail with all postage and charges pre-paid to either Replacement Shipper or Transporter at the place designated. Routine non-operational communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions shall be posted on Transporter's Internet website unless otherwise indicated in Transporter's General Terms and Conditions or the governing Rate Schedule. Unless changed by written notice to the other party, the addresses of the Parties are as follows:

Transporter: MoGas Pipeline LLC  
110 Algana Court  
St. Peters, Missouri 63376  
(636) 926-0387 (facsimile)

Assignment Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI - ASSIGNMENT

6.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.

6.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 No waiver by any Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

MoGas Pipeline LLC  
FORM OF PRE-ASSIGNMENT AGREEMENT

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7.2 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

7.3 The interpretation and performance of this agreement shall be in accordance with and controlled by the laws of the State of Missouri, without regard to choice of law doctrine that refers to the laws of another jurisdiction.

7.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the Parties only if agreed upon in a written instrument executed by both Parties hereto which expressly refers to this Agreement.

7.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change to Transporter and Shipper has been notified by Transporter of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

\_\_\_\_\_  
MoGas Pipeline LLC  
(Transporter)

\_\_\_\_\_  
(Assignment Bidder)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MoGas Pipeline LLC  
FORM OF RELEASE REQUEST

FOR TRANSPORTER'S USE:  
RELEASE REQUEST NO. \_\_\_\_\_

Request to Release Rights to Firm Transportation Service

\_\_\_\_\_ ("Releasing Shipper") hereby requests to release rights held by Releasing Shipper under its Firm Transportation Service Agreement ("Service Agreement") with MoGas Pipeline LLC ("Transporter"). Releasing Shipper proposes to release such rights pursuant to the terms and conditions of Section 7.21, as applicable, of the General Terms and Conditions of Transporter's FERC Gas Tariff. The terms of the proposed release are as follows:

1. Releasing Shipper's Service Agreement number and responsible contact person for this Release Request: # \_\_\_\_\_  
\_\_\_\_\_
2. Quantity of firm service rights to be released ("Release Quantity") (may be stated as minimum/maximum range): \_\_\_\_\_ Dth per day
3. Commencement Date and term of release (may be stated as range of acceptable terms): \_\_\_\_\_
4. Primary Receipt and Delivery Points

Firm Rights To Be Released

Primary Receipt Points	Meter Number	At Such Point(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. All applicable rates, charges and surcharges for the release, including any minimum acceptable rates:  
\_\_\_\_\_

6. The transportation rights are proposed to be released on a:

\_\_\_ Firm basis      \_\_\_ Recallable basis (with the conditions of interruption explained below)

7. Any alternative non-discriminatory economic standard for determination of the award of transportation rights, including a tie-breaker to choose between bids of equal value: Releasing Shipper may attach additional pages, as necessary, to stipulate the release terms and conditions. Additionally, if Releasing Shipper proposes to require any Replacement Shipper to execute an agreement with Releasing Shipper as a condition of the release, then a copy of such agreement must be submitted with this Release Request.

MoGas Pipeline LLC  
FORM OF RELEASE REQUEST

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8. If Releasing Shipper has already obtained a Bidder that is prepared to accept all terms and conditions of this Release Request ("Pre-arranged Bidder"), Releasing Shipper must provide the following information:

(a) the complete legal name of the Pre-arranged Bidder, type of legal entity and state of incorporation: \_\_\_\_\_

State of \_\_\_\_\_

(b) the rates and charges that the Pre-arranged Bidder agrees to pay for the Release Request: \_\_\_\_\_ (reservation); \_\_\_\_\_ (commodity); \_\_\_\_\_% (Fuel and Gas Loss Retention Percentage); \_\_\_\_\_ (Annual Charge Adjustment); \_\_\_\_\_ (Authorized Overrun Charge)

(c) the term and the Release Quantity agreed to by the Pre-arranged bidder:

Term: \_\_\_\_\_

Release Quantity: \_\_\_\_\_ Dth per day

(d) other conditions of the release: \_\_\_\_\_

9. If the release is subject to bidding, Releasing Shipper shall attach to the Release Request draft Exhibit R-\_\_\_\_\_ reflecting terms of the release (except price and identity of the Replacement Shipper which Transporter shall fill in following the close of the bidding period). In the case of a Prearranged Bidder (whether or not subject to bidding), the Releasing Shipper shall prepare an Exhibit R-\_\_\_\_\_ and the Prearranged Bidder shall execute such Exhibit prior to the Releasing Shipper's submission to Transporter. The executed Exhibit R-\_\_\_\_\_ shall be submitted with the Release Request. Releasing Shipper understands that Transporter reserves the right to invalidate any Release Request within three days of its posting on Transporter's Internet website to the extent it is incomplete or fails to conform in any manner to the requirements of Transporter's Tariff. Releasing Shipper, by the signature of its authorized representative, represents and certifies to Transporter that (1) the individual signing below is authorized to sign this Release Request for Releasing Shipper; (2) the information above is true, complete and correct; (3) Releasing Shipper agrees irrevocably to release the transportation rights described herein on the terms and conditions set forth herein if this Release Request is accepted by a Bidder to the successful Bidder; and (4) if this Release Request includes a Pre-arranged Bidder, the Pre-arranged Bidder has agreed irrevocably to accept the transportation rights described herein on the terms and conditions set forth herein.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Shipper)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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MoGas Pipeline LLC  
FORM OF BID FOR RELEASED TRANSPORTATION SERVICE

Bidder for Released Rights to Transporter's Transportation Service ("Bidder") hereby submits its Bid to obtain transportation rights specified in the Release Request identified below. The terms of this Bid are as follows:

1. Complete legal name of Bidder, type of legal entity and state of incorporation:

\_\_\_\_\_  
\_\_\_\_\_  
State of \_\_\_\_\_

2. Transportation contract number of Releasing Shipper and Release Request number to which the Bid relates: \_\_\_\_\_

# \_\_\_\_\_

3. Quantity of service desired by Bidder: \_\_\_\_\_ Dth per day.

4. The rate Bidder proposes to pay for the released transportation rights: \_\_\_\_\_ per Dth per month (reservation); \_\_\_\_\_ per Dth (commodity).

5. Term for which Bidder desires to obtain the released transportation rights:

\_\_\_\_\_

Bidder understands that Transporter reserves the right to invalidate any Bid within three (3) days of its posting on Transporter's internet website to the extent it is incomplete or fails to conform in any manner to the requirements of Transporter's Tariff.

Bidder, by the signature of its authorized representative, represents and certifies to Transporter that (1) the individual signing below is authorized to sign this Bid for Bidder; (2) the information above is true, complete and correct; and (3) Bidder accepts all terms and conditions of the Release Request.

Submitted this \_\_\_ day of \_\_\_\_\_, 20\_\_

Company Name of Bidder \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_