

OPEN SEASON PROCEDURES
For MoGas Pipeline LLC's Proposed
Curryville Compression Project

MoGas Pipeline LLC ("MoGas"), a Delaware limited liability company, will conduct a binding Open Season for its proposed Curryville Compression expansion project ("Curryville Compression Project") beginning at 9:00 a.m. CDT on July 19, 2007 and ending at 5:00 p.m. CDT on July 31, 2007. Any Precedent Agreements executed as a result of this Open Season between each shipper and MoGas shall be binding.

Please direct any questions or requests you may have concerning this Open Season to: Dave Ries at (303) 904-4874.

MoGas is the new name for the interstate pipeline authorized by FERC in Docket Nos. CP06-407-000 *et al.* The MoGas system is comprised of the pipeline facilities formerly operated by Missouri Interstate Gas, LLC; Missouri Gas Company, LLC; and Missouri Pipeline Company, LLC.

Description of the Proposed Curryville Compression Project

The Curryville Compression Project is proposed to create additional capacity to receive and transport natural gas from the receipt point at MoGas' interconnection with Panhandle Eastern Pipe Line Company ("PEPL"), located at the western end of the MoGas system in Pike County, Missouri, to any existing delivery point on the MoGas system, or to new delivery points on the MoGas system proposed by shippers. The proposed Curryville Compression Project consists of the installation of two additional compressors, which would increase capacity on the MoGas system by an estimated minimum of 20,000 Dth/d with a potential maximum increase of 40,000 Dth/d. The expansion capacity associated with the Curryville Compression Project is thus anticipated to be between 20,000 Dth/d and 40,000 Dth/d. MoGas anticipates having the Curryville Compression Project ready for service by January 1, 2008.

Open Season Procedures

During this Open Season, any shipper interested in contracting for firm transportation service on the Curryville Compression Project must execute and return the following documents:

- Precedent Agreement.
- Appendix A to Precedent Agreement.
- Evidence of credit worthiness consistent with Paragraphs 5(e) and 6(d) of the Precedent Agreement.

Appendix A to the Precedent Agreement must include all the following information:

- Negotiated Reservation Rate or the Maximum Recourse Reservation Rate, stated on a per Dth of Maximum Daily Quantity (“MDQ”) per month basis.
- Requested MDQ exclusive of FL&U.
- Shipper’s minimum acceptable MDQ, if any.
- Primary Term (MoGas anticipates a term of 1 year or longer will be required to economically justify this project). If shipper desires the primary term to commence on any date other than the in-service date of the facilities, it must provide the start date.
- Primary Receipt and Delivery Points including the MDQ for each point must be specified.

If shipper desires the construction of a new receipt point or a new delivery point that is not listed on MoGas’ system map, shipper should specify such desired point(s) in the section marked “Other Receipt and Delivery Point(s)” and must indicate whether such bid is contingent upon MoGas’ accommodation of such Other Receipt and Delivery Point(s). The possibility of constructing any additional point(s) will be pursued provided that the incremental costs of such additional Receipt and Delivery Point(s) are fully reimbursed by shipper, or if MoGas and the shipper(s) agree to alternative terms for the proposed new receipt of delivery point.

Shipper must select either the Maximum Recourse Reservation Rate Option(s) or the Negotiated Reservation Rate Option(s) on Appendix A. Bids submitted that are not designated as either Negotiated Reservation Rate or Maximum Recourse Reservation Rate will not be considered. If the shipper selects the Maximum Recourse Reservation Rate Option, the shipper shall pay the maximum tariff rates for transportation service from the Primary Point(s) of Receipt to the Primary Point(s) of Delivery as such rates are established pursuant to MoGas’ FERC Gas Tariff* from time to time. If the shipper selects the Negotiated Reservation Rate Option, that rate will be fixed through the entire initial term of the contract and will apply, regardless of the recourse rates in MoGas’ FERC Gas Tariff.

* MoGas filed tariff sheets with the Federal Energy Regulatory Commission (“FERC”) in Docket No. CP06-407-000 *et al* on July 5, 2007. Since MoGas’ tariff sheets have not yet been accepted, they are subject to modification to conform to the rates and terms and conditions of service ultimately approved by FERC.

The Negotiated Rate Option and the current Maximum Recourse Reservation Rate Option are shown below.

<u>Primary Path</u>	<u>Capacity Dth/d</u>	<u>Minimum Negotiated Reservation Rate per Dth per month</u>	<u>Maximum Recourse Reservation Rate per Dth per month*</u>	<u>Maximum Tariff Commodity Rate per Dth</u>	<u>Current Fuel %</u>
Curryville Compressor, Pike County, Missouri (PEPL) to Missouri and Illinois	Between 20,000 and 40,000	Zone 1: \$7.110 (\$0.002) Zone 2: \$15.738 (\$0.000)	Zone 1: \$7.110 (\$0.002) Zone 2: \$15.738 (\$0.000)	Zone 1: \$0.002 Zone 2: \$0.00	0.43%

MoGas will deem all bids submitted either at the Maximum Recourse Reservation Rate or at or above the Minimum Negotiated Reservation Rate per Dth of MDQ described in the table above associated with the stated capacity (“Negotiated Reservation Rate”) and a term of at least one year as “conforming bids.” Bids not adhering to the above terms will be deemed “non-conforming bids.” MoGas may consider non-conforming bids as conforming if the non-conforming bid is acceptable to MoGas in its sole discretion. This acceptance process will be considered in a not unduly discriminatory manner.

In addition to the Maximum Recourse Reservation Rate or the Negotiated Reservation Rate, shippers shall be charged a Commodity Rate, which is currently set at \$0.002 per Dth for Zone 1 and \$0.00 for Zone 2, based on ACA and any additional authorized surcharges that are in effect, pursuant to the FERC Gas Tariff applicable to the project, subsequent to the date of the Precedent Agreement will also be charged. In addition, Shippers will be charged for Fuel and Gas Loss pursuant to MoGas’ FERC Gas Tariff.

Bids submitted subject to approval by shippers’ boards of directors will be treated as contingent bids.

Presenting a Bid

MoGas will consider one or more bids for the Curryville Compression Project. Each bid may contain different MDQs, contract rates, and/or terms. All bid(s) pertaining to the Curryville Compression Project shall be binding. All bids received from shippers

* Since MoGas’ FERC Gas Tariff has not yet been accepted, the rates and terms and conditions of service are subject to modification to conform to the rates and terms and conditions of service ultimately approved by FERC.

will be evaluated on an individual basis, and therefore shippers who submit multiple bids could have all bids accepted by MoGas.

Potential shippers are requested to submit an executed Precedent Agreement and Appendix A with each bid (please submit two complete originals) by registered or certified mail, courier, fax or hand delivery at any time during the Open Season to:

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

Unless sent by facsimile, all material received will be time and date stamped by MoGas. Any executed Precedent Agreement received (or post-marked, if sent by registered or certified mail), after the close of the Open Season, will be considered only at MoGas' election. MoGas may, in its sole discretion, at any time before or during the Open Season and upon 5 business days notice, extend or shorten the closing date of the Open Season, or modify the terms of the Open Season. MoGas may post, without such notice, other information regarding the Open Season on its Internet website. MoGas has no obligation to accept bids that contain Precedent Agreements with terms that deviate from the terms of the form of the Precedent Agreement contained in these materials and, in its sole discretion, may accept any such deviation in whole or in part, in a not unduly discriminatory manner.

These Open Season materials are provided for informational purposes to enable shippers to obtain firm transportation service through the Curryville Compression Project. However, the information contained herein or that is provided in response to questions or a request for information about these procedures or the enclosed materials establishes no contractual or other relationship between MoGas and any party. The Precedent Agreement will set forth the parties' contractual relationship.

Evaluation of Project

A final determination regarding whether MoGas is willing to proceed with the Curryville Compression Project will be made in MoGas' sole discretion, subject to the Conditions Precedent and Shipper's Obligations contained in Paragraphs 5 and 6, respectively, of the Precedent Agreement.

Bids and Allocation of Capacity

Bids will be assigned a Net Present Value ("NPV") based on the rate and term. NPV will be calculated based on the expected in-service date of the facilities, using a 10 percent discount factor. MoGas will award this capacity based on the highest combined NPV of a bid or combination of bids (including a combination of bids by different shippers for different points and/or time periods) based on rate and term, taking into account any shipper's minimum acceptable MDQ, so as to produce the highest total

NPV. MoGas will consider bids for a term of longer than 10 years, but will include only the first 10 years of any bid in its NPV calculation. Conforming bids and non-conforming bids acceptable to MoGas, at its sole discretion and in a not unduly discriminatory manner, will be evaluated to determine awards of capacity and the ultimate capacity and configuration of the project.

If there are two or more shippers with bids containing equivalent NPV and there is insufficient project capacity to satisfy both bids, MoGas will allocate the available capacity pro rata based on the MDQ requested by those shippers. In the event that the pro rata share falls below a shipper's specified minimum acceptable MDQ, then shipper's bid will be discarded; provided, that MoGas will award capacity based on the highest NPV of any bid or combination of bids received, taking into account shipper's minimum acceptable MDQ before discarding any bid for this reason, and provided further, that before discarding such a bid, MoGas will contact the affected shipper to determine if the shipper agrees to a reduction in the minimum MDQ.

As described above, the MoGas Curryville Compression Project consists of adding compression to its system. Thus, the engineering options for the project size between 20,000 Dth/day and 40,000 Dth/day is limited. Accordingly, MoGas reserves the right to determine the amount of capacity that will be allocated in accordance with these procedures.

If, after allocating capacity to all qualified bidders, MoGas has additional capacity available, MoGas may conduct another open season or enter into negotiations with those parties who bid in this open season to allocate the remaining capacity on a maximum rate, discounted rate and/or negotiated rate basis, all on a not unduly discriminatory basis.

If MoGas determines in its sole discretion that it has sufficient support to go forward with the project, shippers will be notified of their awarded capacity. One original Precedent Agreement signed by MoGas will be returned to the successful bidder no later than two weeks after the award of capacity.

Creditworthiness

Shippers shall meet creditworthiness standards in accordance with the Evaluation of Credit provisions of MoGas' FERC Gas Tariff prior to MoGas awarding capacity in this Open Season in accordance with the Bids and Allocation of Capacity section above.

Solicitation of Turn Back Capacity

MoGas requests that any shippers that currently have firm capacity on the MoGas system notify MoGas if they wish to "turn back" their capacity through permanent release. In order for MoGas to consider any turn back capacity in connection with the Curryville Compression Project, written notice must be received by MoGas prior to the closing date of the Open Season. Such notification must specify the contract number, primary receipt and delivery points and the volume that the shipper is offering to turn back.

PRECEDENT AGREEMENT

Between
MoGas Pipeline LLC
And

(Shipper)

This Precedent Agreement dated this _____ day of _____, 2007 states an agreement between MoGas Pipeline LLC ("MoGas"), a Delaware limited liability company, and _____ ("Shipper"). MoGas and Shipper hereby agree to enter into an agreement for the services described herein, provided the conditions set forth in this Precedent Agreement are met in accordance herewith. The commitment provided by Shipper via this Precedent Agreement and potentially other similar agreements will be used as support for the construction and operation of certain facilities referred to as the Curryville Compression Project. Accordingly, MoGas and Shipper agree to the following:

RECITALS:

WHEREAS, MoGas proposes to create additional capacity to receive and transport natural gas from the receipt point at MoGas' interconnection with Panhandle Eastern Pipe Line Company ("PEPL"), located at the western end of the MoGas system in Pike County, Missouri, to any existing delivery point on the MoGas system, or to new delivery points on the MoGas system proposed by expansion shippers; and,

WHEREAS, MoGas is willing to continue its efforts to develop the Curryville Compression Project and to proceed with obtaining all of the necessary governmental authorizations to construct the required facilities, provided that MoGas receives sufficient commitments for firm service; and,

WHEREAS, this Precedent Agreement has been executed as evidence of the agreement between MoGas and Shipper that, upon satisfaction of the conditions precedent set forth below, the parties will enter into a Firm Transportation Service Agreement providing for firm interstate natural gas transportation service to be provided by MoGas for Shipper.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, and intending to be legally bound, MoGas and Shipper agree as follows:

1. **Effective Date and Term**

This Precedent Agreement shall become effective on the date of its execution by both parties and shall remain in effect until the earlier of: (a) the effective date of the Firm

Transportation Service Agreement, or (b) either Shipper's or MoGas exercise of its termination rights pursuant to this Precedent Agreement or failure of a condition precedent.

2. Services

MoGas agrees to construct the Curryville Compression Project facilities and provide Shipper, as conditioned herein, with firm transportation service to meet Shipper's needs as set forth on the attached Appendix A. The construction and operation of these interstate facilities shall be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC").

3. Rates

Shipper agrees to pay the negotiated Reservation Rate(s) stated on Appendix A or the Maximum Recourse Reservation Rate, as it may exist from time to time, for the entire term set forth on Appendix A. The Maximum Tariff Commodity Charge, plus ACA, and any reservation surcharges which, subsequent to the date of this Binding Precedent Agreement, become generally applicable under MoGas' FERC Gas Tariff ("Tariff"), shall also be paid by Shipper. Fuel and Gas Loss, shall be assessed per MoGas' Tariff, in addition to the Reservation Rate(s).

4. Volume, Term, Receipt and Delivery Points

The contract Maximum Daily Quantity ("MDQ") shall be as set forth on Appendix A attached hereto. Unless otherwise agreed to by MoGas and Shipper, the primary term shall commence on the in-service date of the Curryville Compression Project. The term specified and the payment of reservation charges will begin with the actual date the Curryville Compression Project is placed in service. The Primary Term and Primary Receipt and Delivery Point(s) are set forth on Appendix A.

5. Conditions Precedent

Performance by MoGas and Shipper of the duties and obligations assumed by each in this Precedent Agreement are expressly subject to the following conditions precedent:

- (a) All requisite and final governmental approvals must be obtained and maintained on terms acceptable to MoGas, including approval of construction, rates and terms and conditions of service;
- (b) Sufficient firm capacity subscription must exist at acceptable rates, in MoGas' sole opinion, to proceed with the Curryville Compression Project, and sufficient capacity must exist to provide the service;
- (c) The project must remain economically viable, in MoGas' sole discretion;

- (d) Shipper shall have and maintain such credit as is required under the MoGas FERC Gas Tariff, to satisfy Shipper's financial obligations under this Precedent Agreement; and
- (e) Receipt of board of directors' approval or other documentation demonstrating approval of this Precedent Agreement from Shipper no later than thirty-five (35) days after the award of capacity by MoGas to Shipper.

6. Shipper's Obligations

- (a) Shipper agrees that it will execute a Firm Transportation Service Agreement, in the form appearing from time to time in MoGas' FERC Gas Tariff. If Shipper elects to pay the Maximum Recourse Rate, Shipper Agrees that it will execute the Firm Transportation Service Agreement, in the form attached hereto as Appendix B, or, if the Shipper shall have opted to pay a negotiated rate, Shipper agrees to execute the Firm Transportation Service Agreement, attached hereto as Appendix B, within five (5) business days after tender by MoGas, in accordance with MoGas' FERC Gas Tariff and the terms of this binding Precedent Agreement;
- (b) Shipper agrees to pursue and acquire any necessary state or other regulatory approvals that may be required related to this Precedent Agreement;
- (c) Upon request by MoGas, Shipper agrees to support any notification, tariff filing, application or certificate filing made to the FERC or any other governmental body to obtain any necessary authorizations to construct facilities or to provide services as set out herein; and
- (d) Shipper must provide evidence of credit worthiness as set forth in of MoGas' existing FERC Gas Tariff prior to or along with the submission of its Precedent Agreement. Shipper shall also provide continued evidence of credit worthiness, after the initial submission, if requested by MoGas in accord with the effective Tariff.

7. Timing

MoGas anticipates having this project ready for service by January 1, 2008 conditioned upon receipt of all necessary regulatory and other approvals by October 15, 2007. If MoGas is unable to commence the service as contemplated hereunder by January 1, 2008, MoGas will endeavor to commence the transportation service for Shipper at the earliest practicable date thereafter.

8. Termination Rights

MoGas shall have the right to terminate this Precedent Agreement prior to the Effective Date of the Firm Transportation Service Agreement if: (a) FERC shall deny MoGas' prior notice request for blanket authorization to construct the Curryville Compression Project; or, (b) FERC shall attach conditions to any authorization which results from MoGas' prior notice request for blanket authorization to construct and operate the Curryville Compression Project which, in MoGas' sole judgment are unacceptable; or, (c) FERC fails to issue authorization in response to the prior notice request for blanket authorization prior to October 15, 2007; or, (d) MoGas determines, in its sole discretion, the project is not economically viable to proceed, with such determination to be made no later than thirty (30) days following MoGas' receipt of a final order from FERC acting upon its prior notice request for blanket authorization; or, (e) Shipper fails to maintain credit worthiness as determined by MoGas pursuant to its then effective FERC Gas Tariff. Any such termination shall be effected by delivery by the terminating party of written notice to the other party within five (5) business days after the relied upon occurrence. Notice of termination delivered later than five (5) business days after the relied upon occurrence shall not be effective, except in the case stated in clause (e) of this Section 8 wherein any ongoing or periodic failure to maintain creditworthiness shall constitute a separate occurrence.

9. Authorities

Performance hereunder shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Precedent Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Precedent Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to terminate this Precedent Agreement under the terms and conditions hereof.

10. Assignment

This Precedent Agreement, in whole or in part, may be assigned by MoGas to a wholly- or partially-owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership. Shipper may assign this Precedent Agreement and any of the rights or obligations and any associated Firm Transportation Service Agreement to any wholly-owned affiliate which satisfies the credit worthiness standards of MoGas' then effective FERC Gas Tariff and which is a successor to the business for which the Firm Transportation Service Agreement was initially secured. Once the Curryville Compression Project is in-service, Shipper may release its capacity pursuant to the General Terms and

Conditions of MoGas' then effective FERC Gas Tariff without any loss to MoGas of the benefit of the rates agreed to hereunder.

11. Choice of Law

AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS PRECEDENT AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO THE CHOICE OF LAW RULES OF THAT STATE.

12. Further Assurance

MoGas and Shipper shall enter into such additional agreements as may be necessary in furtherance of this Precedent Agreement.

MOGAS PIPELINE LLC

By: _____

Name: _____

Title: _____

_____ (**"SHIPPER"**)

By: _____

Name: _____

Title: _____

APPENDIX A
To The
PRECEDENT AGREEMENT
Between
MoGas Pipeline LLC
(“MoGas”)
And

(“Shipper”)

Requested Maximum Daily Quantity (“MDQ”), cannot be less than 1,000 Dth/d net of Fuel and Gas Loss from each Receipt Point to each Delivery Point.

Maximum Capacity: 40,000 Dth/d

In accordance with the Open Season Procedures, Shipper makes the following elections for service under the Curryville Compression Project.

Those Shippers bidding the Maximum Recourse Rate, please check the box below:

- I elect to bid the Maximum Applicable Recourse Rate currently \$7.110 (\$0.002) for Zone 1 and \$15.738 for Zone 2 (\$0.000) per Dth per month.

Those Shippers bidding the Negotiated Reservation Rate, please check the box below.

- I elect to bid Negotiated Rates that shall remain fixed during the entire term of the Firm Transportation Service Agreement and acknowledge that I have declined the right to submit a bid based on the recourse rate. Negotiated Reservation Rates must be submitted below to three decimal places (tenths of cents). The Minimum Negotiated Reservation Rate per Dth pre month is currently \$7.110 (\$0.002) for Zone 1 and \$15.738 for Zone 2 (\$0.000) per Dth per month.

Please indicate if Prorating of MDQ will be accepted: ● Yes; ● No.

If Yes, Minimum Acceptable Prorating Amount: _____ Dth/d

	Primary Receipt Point	Primary Delivery Point	MDQ (Dth/d)	Negotiated Reservation Rate*	Term (Years)**
1.					
2.					
3.					
4.					
		TOTAL MDQ			

* All Negotiated Reservation Rates shall remain fixed during the entire term of the Firm Transportation Service Agreement.

** Primary Term must be 1 year or greater.

Other Receipt or Delivery Points

If Shipper desires a new receipt point or delivery point, Shipper shall specify such desired points in the space provided below and the related MDQ quantity. If the Shipper's bid is contingent upon MoGas accommodating Shipper with respect to such receipt point(s) or delivery point(s), Shipper must so indicate by checking the space provided below. Shipper shall be responsible for the incremental costs of any facility requirements beyond the current scope of the Curryville Compression Project (e.g., new interconnects, etc.), unless MoGas and the shipper(s) agree to alternative terms for the proposed new receipt of delivery point. MoGas will inform Shipper whether, in its sole discretion, it can accommodate, in whole or in part, such requested receipt or delivery point(s).

Check here to indicate if this bid is contingent upon the points identified under "Other Receipt or Delivery Points" above being accommodated by MoGas.

Agreed to by:

Shipper Signature: _____

Name (Please print): _____

Company: _____

Title: _____

Telephone Number: _____

To be completed by MoGas and returned to Shipper

Awarded MDQ: _____ Dth/d Date: _____

APPENDIX B
To The
PRECEDENT AGREEMENT
Between
MoGas Pipeline LLC
And

("Shipper")

FIRM TRANSPORTATION SERVICE AGREEMENT ("FTSA")

Contract No. ____

MOGAS PIPELINE LLC
TRANSPORTATION RATE SCHEDULE FT
AGREEMENT DATED _____

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. [IF THE NEGOTIATED RATE IS ELECTED, THIS PARAGRAPH WILL BE MODIFIED TO CONFORM TO THE NEGOTIATED RATE AGREEMENT.]

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.

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 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.

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 63386

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: _____

APPENDIX A

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

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

Quality Waivers:

Point of Delivery Maximum Daily Delivery Quantity Priority Date Provision for Incre. Facility

This Appendix A supersedes and cancels any previously effective Appendix A to this Firm Transportation Service Agreement.

Effective Date: _____

SHIPPER

By: _____
Name: _____
Title: _____

MoGas Pipeline LLC

By: _____
Name: _____
Title: _____