

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 23
Canceling P.S.C. MO. No. 2 Original Sheet No. 23

**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

**TRANSPORTATION SERVICE
NATURAL GAS**

A. PURPOSE

This program allows non-residential customers the opportunity to purchase natural gas directly from producers and arrange their own delivery or to purchase gas from marketers or aggregators who have entered into contracts with the Company to act on behalf of customers to supply gas to the Company's city gate for delivery on a firm or interruptible basis on the Company's distribution system.

B. AVAILABILITY OF TRANSPORTATION SERVICE

Natural Gas Transportation Service ("NGTS") is available to qualifying non-residential customer (s) upon Customer (s) request provided the Company has sufficient distribution capacity to supply such service. All transportation customers must meet the criteria set out below and be able to arrange for the delivery of sufficient natural gas supplies for Customer's account to the appropriate Company city gate. NGTS is available under the following rate schedules:

1. Small Volume Firm Transportation Service Small (SVFTS)
2. Small Volume Firm Transportation Service Medium (SVFTM)
3. Small Volume Firm Transportation Service Large (SVFTL)
4. Large Volume Firm Transportation Service (LVFT)
5. Large Volume Flexible Rate Transportation Service (LVFRT)
6. Customers are eligible for NGTS on Company's South, North or Northwest distribution systems if the customer qualifies for sales service under one or more of the following rate schedules:
 - a. Small Commercial Firm Service Medium;
 - b. Small Commercial Firm Service Large;
 - c. Large Volume Firm Service;
 - d. Large Volume Interruptible Service;
 - e. School Districts as defined pursuant to Section 393.310, RSMo; and
 - f. New Customers providing sufficient documentation and qualifying for service under the above rate schedules

C. DEFINITIONS

- 1. AGGREGATION** – The combination of nominations and balancing of natural gas supplies by an Aggregator for deliveries to more than one Customer from Receipt Point(s) served by a common Interstate Pipeline. To qualify for Aggregation service, Customer (s) must be served by a common Interstate Pipeline in the same Interstate Pipeline operating zone and be on the same rate schedule.
- 2. AGGREGATION POOL** – A group of more than one Customer, with each Customer meter qualifying under the applicable rate schedule for transportation service. Any Aggregator or Marketer that serves more than one Customer that is eligible for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement.
- 3. AGGREGATOR** – An entity that is responsible for the Aggregation of natural gas to be delivered to more than one Customer. Any Aggregator or Marketer that serves more than one Customer that is eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement as well as a Marketer Agreement.
- 4. AGGREGATOR AGREEMENT**- A contract between the Company and an Aggregator that sets out the services requested, the responsibilities of the parties and the term of the agreement.
- 5. ANCILLARY SERVICE**- A service that is ancillary to the receipt or delivery of Natural Gas, including without limitation storage and balancing.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 24
Canceling P.S.C. MO. No. 2 Original Sheet No. 24

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

- 6. BALANCING** - Equalizing the quantity of transport gas received by the Company for the account of a Customer or Aggregator with the quantity of the gas delivered, including L&U, to a Customer(s) for the account of that Customer(s).
- 7. COMPANY** – The Empire District Gas Company
- 8. COMPANY FACILITY** – Any equipment including pipe, fittings, regulators, and valves operated by Company for the measurement and delivery of natural gas to Customer.
- 9. COMPANY’S INTERSTATE TRANSPORTATION AND STORAGE SERVICES**- Firm interstate transportation and storage services that the Company has under contract with interstate pipeline companies. Currently, the Interstate Pipelines directly interconnected to the Company’s distribution systems that provide Transportation and Storage Services include: a) Southern Star Central Pipeline, b) Panhandle Eastern Pipeline Company, and c) ANR Pipeline Company.
- 10. CONTRACT DEMAND**-The maximum daily load of the customer based on the gas consuming facilities at the customer’s premise and the maximum daily obligation of the Company to deliver gas to the customer.
- 11. CURTAILMENT** – Interstate Pipeline (s) or local distribution system constraints or conditions that force restrictions of natural gas deliveries to Customer(s), Aggregator(s) or Marketer(s).
- 12. CUSTOMER** – Any person, firm, public or private corporation or any agency of the federal, state, or local government or other legal entity who physically consumes natural gas at facilities located on the Company’s natural gas distribution system and qualifies for transportation service.
- 13. CUSTOMER FACILITY** – Any equipment including pipe, fittings, regulators, and valves owned by Customer for receiving and using natural gas delivered by Company.
- 14. CUSTOMER VERIFICATION FORM** – The form that is required to be filed with Company when Customer(s), Aggregator(s) or Marketer(s) are requesting changes in the transportation status.
- 15. DAILY NOMINATION REQUIREMENT** - The quantity of natural gas required to be delivered to the Company at receipt point (s) for the account of a Customer or Aggregator to meet: 1) Customer or Aggregator daily flowing gas requirements, 2) Customer, Aggregator or Marketer L&U, and 3) correction of Customer, Aggregator or Marketer Imbalance existing at the end of the preceding gas day.
- 16. DELIVERIES** - The quantity of gas delivered by Company to Customer (s) for the account of Customer or Aggregator.
- 17. DELIVERY POINT** - The location where the Company and Customer have agreed that the natural gas received by the Company from a Marketer, Aggregator or Customer will be delivered to the Customer by the Company.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 25
Canceling P.S.C. MO. No. 2 Original Sheet No. 25

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

18. DEMAND VOLUME – The billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The Demand Volume for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The Demand Volume for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The Demand Volume for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining Demand Volume use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

19. FORCE MAJEURE - The term "Force Majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome. If either the Company, Marketer, Aggregator or Customer is rendered unable by Force Majeure to wholly or in part carry out its obligations under the provisions of any rate schedule, the obligations of the party affected by such Force Majeure, other than the obligation to make payments there under, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch. Notwithstanding the foregoing, the service provided by Company hereunder is limited to the transportation of Marketer, Aggregator or Customer owned gas received by the Company for the account of Marketer, Aggregator or Customer. In the event of a Force Majeure condition that restricts or limits Marketer, Aggregator's or Customer's ability to deliver natural gas to Company for the account of the Marketer, Aggregator or Customer, Company is under no obligation to deliver gas to Marketer, Aggregator or Customer. Company is under no obligation to deliver gas to the Marketer, Aggregator or Customer for the account of Marketer, Aggregator or Customer that has not been received by the Company for the account of Marketer, Aggregator or Customer.

20. GAS DAY - The twenty-four (24) hour period that begins at 9:00 AM Central Time and ends at 9:00 AM Central Time the following day. This definition corresponds with the applicable defined Gas Day of the Company's Interstate Transportation pipelines. Any changes by the Company's Interstate Transportation pipeline (s) of the definition of Gas Day will be adopted by the Company and become effective hereunder on the same day such change becomes effective for the pipeline.

21. IMBALANCE- The difference at any time, whether positive or negative, between the volumes of gas received, including L&U, at a Receipt Point on behalf of a Customer, Aggregator or Marketer and the volumes of gas delivered by the Company at the specified Delivery Point(s) of the Customer, Aggregator or Marketer. A positive (excess) Imbalance condition exists when receipts exceed deliveries. A negative (deficiency) Imbalance condition exists when Deliveries exceed Receipts. When a Customer, Aggregator or Marketer has an Imbalance, the Company has either provided gas from Company Storage Service to the Customer, Marketer or Aggregator to meet a deficiency of Receipts, or stored gas for the Customer, Aggregator or Marketer to meet an excess of Receipts.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 26
Canceling P.S.C. MO. No. 2 Original Sheet No. 26

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

22. LOST AND UNACCOUNTED FOR ("L&U") - The quantity of natural gas used and/or lost as part of the
Company's normal operation of the South, North and NW distribution systems. L&U charges will be based upon the
Company's South, North and NW individual system-wide L&Us as computed in the Company's annual PGA filing
and applied on a volumetric basis to the quantity of gas delivered to the Customer in the year following the PGA
filing. See Sheets 62, 63 and 64 of the Company's tariff.

23. MARKETER - An entity that is responsible for acquiring natural gas supplies and reselling these natural gas
supplies to a Customer(s). Any Aggregator or Marketer that serves more than one Customer that is eligible to be
pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to
execute an Aggregator Agreement as well as a Marketer Agreement.

24. MARKETER AGREEMENT- The written contract between Company and Marketer that specifies the services to
be provided, the responsibilities of the parties and the term of the agreement.

25. MAXIMUM DAILY IMBALANCE - The maximum quantity of natural gas which at the end of any Gas Day
Company will allow Customer, Marketer or Aggregator to be out-of-balance (Imbalance) without additional charge.

26. MONTH - The period beginning on the first Day of a calendar month and ending on the beginning of the first Day
of the next succeeding calendar month.

27. MONTHLY IMBALANCE - The difference between monthly confirmed Receipts and Deliveries.

28. NOMINATION - The quantity of natural gas that a Customer, Marketer or Aggregator causes to be received by
the Company at each Receipt Point during a Gas Day for the account of the Customer (s). The Customer, Marketer
or Aggregator has the obligation to nominate a quantity of gas at the Receipt Point that matches the quantity of gas
Deliveries to the Customer (s), including L&U to avoid the creation of Imbalances on the Company's distribution
system. The quantity of natural gas nominated must be equalized as far as practicable over a Gas Day and for the
services provided hereunder natural gas is assumed to have been received by the Company uniformly during each
hour of the Gas Day.

29. OPERATIONAL FLOW ORDER ("OFO") - Any order from the Company or applicable Interstate Transportation
pipeline(s) that requires Customer, Aggregator or Marketer to maintain the daily delivery of specified quantities of
natural gas to the Receipt Point. Notification of a Company issued OFO shall be made via Company's website,
facsimile or electronic mail. Any OFO declared by an applicable Interstate Pipeline is also an OFO on that part of
the Company's system served by the Interstate Pipeline issuing the OFO. Notification of an Interstate Pipeline OFO
shall come from the Interstate Transportation pipeline.

30. RECEIPTS - The quantity of natural gas actually delivered to Company for the account of a Customer, Marketer
or Aggregator at Receipt Point(s) as confirmed by the delivering Interstate Transportation pipeline.

31. RECEIPT POINT OR CITY GATE - Interconnection point between Company and Interstate Pipeline delivering
natural gas to Company's local distribution system.

32. TELEMETRY - An electronic recording device with remote monitoring features that is capable of obtaining,
accumulating, recording and transmitting a Customer's daily gas consumption on a real time basis for natural gas
delivered by the Company to the Customer's Facility.

33. TRANSPORTATION CONTRACT - The written document between Company and Customer that specifies the
transportation services to be provided, the responsibilities of the parties and the term of the agreement.

34. TRANSPORTATION CUSTOMER WEBSITE - The Company supplied website that displays an individual
Customer's transportation metrics, such as, nominations, natural gas consumption and imbalance status.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 27
Canceling P.S.C. MO. No. 2 Original Sheet No. 27

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE NATURAL GAS

35. TRANSPORTATION SERVICE - The physical movement of Customer or Aggregator owned natural gas through the Company's distribution system from Receipt Point(s) to Delivery Point(s).

36. UNAUTHORIZED RECEIPT - During periods when the Company's system is being operated under an OFO or Curtailment, the Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the connecting Interstate Pipeline for the Customer's account. All volumes delivered to the Customer, Aggregator or Marketer which are less than volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Receipt by Customer to Company.

37. UNAUTHORIZED DELIVERY - During periods when the Company's system is being operated under an OFO or Curtailment, the Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account. All volumes delivered to the Customer, Aggregator or Marketer in excess of volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Delivery by Customer.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 28
Canceling P.S.C. MO. No. 2 Original Sheet No. 28

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

D. TRANSPORTATION PROGRAM PROVISIONS

1. Contract Requirements: All transportation customers must execute a written contract for transportation services with the Company prior to commencing transportation services. Contract forms are available from the Company.

2. Term: Any Transportation Service will be for a minimum term of one year and will be specified in the Transportation Contract.

3. Gas Supply: A transportation Customer will be responsible for the purchase and transportation of its entire natural gas Deliveries, including L&U, to the appropriate Receipt Point.

4. Metering Requirements: All transportation Customers, with the exception of individual schools participating pursuant to Section 393.310 RSMO and those customers taking service under transportation rate schedules SVFTM and SVFTL, are required to install telemetry at the Customer Facility. Individual schools participating pursuant to Section 393.310 RSMO with annual gas consumption greater than 100,000 Ccf are required to install telemetry. Customers will be required to provide adequate space for the installation of the telemetry equipment and to reimburse Company for all installation, replacement and maintenance costs associated with the telemetry equipment. Customer is also required to install and maintain a dedicated line of communication to the telemetry equipment and provide all other utilities as may be necessary to operate the telemetry equipment.

5. Accounting Period: Transportation volume accounting periods will be based on a calendar month when telemetry equipment is installed. The monthly transportation accounting period for those customers not using telemetry may be based on normal cycle meter reads.

6. Transport Notice Requirement: Customer shall notify the Company a minimum of thirty (30) days prior to the beginning of the next calendar month of their intent to begin or change service under the applicable transportation rate. Transportation Notice shall be given by Customer by the filing of a Customer Verification Form or addendum thereto with the Company.

7. Change in Transportation Service: Any change in Customer transportation service shall occur at the start of the next available calendar month, or the next available month in which telemetry is available at the Customer Facility, if telemetry is required. See paragraphs D 25 and 26 for time restrictions relating to a change in sales/transportation customer status. Customer Verification Form shall include Customer, Marketer and/ Aggregator or names and addresses; Receipt Point (s) and Delivery Point(s) to be nominated; service(s) to be subscribed for; billing information; and other information as the Company may deem appropriate. Changes in Transportation service will not commence until the Customer has executed a written Customer Verification Form with the Company.

A. Marketers and/or Aggregators who notify Company on behalf of Customers of the Customer's intent to convert from Sales to Transportation Service or to change the status of a Customer's transportation without the written approval of Customer shall pay a penalty of \$100 to Company per Customer per occurrence. Repeated occurrences by Marketer and/or Aggregator may result in the termination of the Marketer's and/or Aggregator's Agreement(s).

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 29
Canceling P.S.C. MO. No. 2 Original Sheet No. 29

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

8. Other Charges: Customer(s) shifting to Transportation Service from Sales Service shall be charged the appropriate system's ACA and Refund factors as listed on Company's sheet numbers 61-64 for a period of one year after changing from Sales Service to Transportation Service. A true-up of ACA balances shall take place after one year of charges. After true-up, the ACA charges shall terminate.

9. Balancing: To remain eligible for Transportation Service, Customer(s) must comply with the requirement to equalize the Receipts into the Company's system and Deliveries to the Customer's Facility, including L&U.

10. Interstate Pipeline Charges: Any specific charges or penalties that Company incurs from the Interstate Pipeline(s) due to Customer's actions will be billed directly to Customer.

11. Curtailment/Interruption of Service: Transportation service provided by the Company is based on the Company's best efforts to deliver gas received for the account of the Customer, Marketer or Aggregator. In the event of Company system capacity limitations, it may be necessary to interrupt deliveries from time-to-time. The determination of Company system capacity limitations shall be in the sole discretion of the Company. Such discretion shall be reasonably exercised. If Transportation Service interruption or curtailment is required, Company shall curtail deliveries on the affected parts of its system according to the Company's Priority of Service provisions, which are contained in Section 3.07 of Company's Rules and Regulations -- Gas.

If a supply deficiency occurs in the volume of gas available to the Company for resale, and the Customer's supply delivered to the Company for transportation continues to be available, then the Customer may continue to receive transportation service up to the level of actual gas deliveries being made on behalf of the Customer, even though sales gas of the same or higher priority is being curtailed.

12. Return to Sales: If a Customer wishes to return to firm sales service, Company shall accept the end-user as a firm sales service customer, provided the capacity required to serve the customer also returns with the end-user or is otherwise available. Company is not required to accept capacity from transportation customers returning to sales service. See paragraphs D 25 and D 26 for timing of return to sales service.

13. Customer Website: Company will provide and maintain a Transportation Customer Website for Customers having telemetry that reports specific information on a daily basis. The Customer Website will display the Customer's City Gate nominations, the Btu content of the upstream Interstate Pipeline delivering natural gas to the Receipt Point, Customer Facility consumption recorded by the telemetry equipment and the Customer imbalance positions on a daily, cumulative, and absolute basis.

14. Legal Title: Customer, Marketer or Aggregator shall warrant that they have legal title to all natural gas that Customer, Marketer or Aggregator transports or causes to be transported to the appropriate Receipt Point.

15. Pipeline Quality: All transportation volumes delivered to the applicable Receipt Point must be of compatible pipeline quality. If the transportation gas to be received by the Company will adversely impact the gas stream of the Company then said gas shall not be transported by Company.

16. Laws, Regulations, and Orders: All agreements and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the agreement

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 30
Canceling P.S.C. MO. No. 2 Original Sheet No. 30

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

17. Liability: Gas shall be and shall remain the property of the Customer, Marketer or Aggregator while being transported and delivered by the Company. The Company shall not be liable to the Customer, Marketer or Aggregator for any loss arising from or out of gas transportation service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle natural gas of the Customer, Marketer or Aggregator with other gas supplies. The Customer, Marketer or Aggregator shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.

18. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation, in whole or in part, to the interests of any Customer, Marketer or Aggregator, shall be subject to the obligations of its predecessor in title under an agreement. No other assignment of an agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an agreement may occur.

19. General Rules and Regulations: Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.

20. Marketer and Aggregator Contract: All Marketers and Aggregators must enter into a contract with the Company.

21. Aggregation Pooling Service: The Company provides an Aggregation Service whereby one entity represents more than one Customer in a designated pool. An Aggregator may:

- A. Combine a group of Customers, served by one of the Company's common pipeline systems South, North or NW with the same balancing provisions, the same transportation rate (i.e., SVTS or LVTS), same metering and the same Interstate Pipeline operational zone.
B. If a Marketer or Aggregator is qualified for this service and purchases this Aggregation Pooling Service, the aggregated Customers will be treated as a single Customer for purposes of calculating the daily balancing penalties and monthly imbalances, i.e., individual Customer Nominations, Receipts and Deliveries will be summed and treated as if they were one Customer. Aggregation Pooling Service does not include aggregation of fixed charges, demand charges or customer charges.
C. The charge to the Customer, Aggregator or Marketer for Aggregation Pooling Service is \$0.004 per Ccf of natural gas received on behalf of the aggregated Customers. Revenues received from this service shall be credited to the Company's PGA mechanism.
D. During OFO days, daily nomination and balancing will be required at the affected Receipt and Delivery Points.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 31
Canceling P.S.C. MO. No. 2 Original Sheet No. 31

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

22. Failure to Comply: If a Customer, Marketer or Aggregator fails to comply with or perform any of the obligations of its part, the Company shall have the right to give the Customer, Marketer or Aggregator written notice of the Company's intention to terminate the transportation service on account of such failure. The Company shall then have the right to terminate such transportation service five days after giving said notice, unless the Customer, Marketer or Aggregator shall make good such failure. Termination of such transportation service for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer, Marketer or Aggregator from its obligation to make payment of any amount or amounts due or to become due from the Customer, Marketer or Aggregator to the Company under the applicable rate. In order to resume transportation service after termination of service hereunder, it shall be necessary for the Customer to reapply for Transportation Service.

23. Security Performance: The Aggregator or Marketer shall upon request of the Company agree to maintain a cash deposit, surety bond, irrevocable letter of credit, corporate guarantee or such other financial instrument satisfactory to cover a reasonable assessment of risk of each particular situation. Factors that shall be incorporated into this assessment of risk may include but not limited to, the following: the volume of natural gas to be transported in behalf of an Aggregation Pool, the general credit worthiness of the Aggregator or Marketer, and the Aggregator's or Marketer's prior credit record with the Company, if any. In the event that the Aggregator or Marketer defaults on its obligations under this rate schedule, the Company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Aggregator's obligation hereunder. In the case of default by the Aggregator or Marketer, the Company reserves the right to recalculate the charges and bill the appropriate Aggregator Pool Customers directly as though no Aggregation Pool arrangement existed. Specific terms and conditions regarding credit requirements shall be included in the Aggregator's or Marketer's Agreement. Proceeds from insurance payments or bonds payable in the event of a default shall flow through the Company's PGA to the degree necessary to safeguard sales customers from negative repercussion of a contract customer's default..

24. Small Volume Customer Participation: All small volume transportation customers must belong to an Aggregation Pool. Small Volume Customers may only begin transportation service or return to sales service on either May 1 or October 1 of each calendar year.

25. Large Volume Customer Participation: All large volume transportation customers requesting to return to sales service must elect to do so in writing by May 1st each calendar year. All large volume sales service customers requesting transportation service must elect to do so in writing by May 1st each calendar year. If all other conditions for service are met, all changes in service status will take effect on June 1, of each calendar year.

26. Aggregator Pool Customer Notification: Aggregators must notify Company of any small volume pool additions or deletions no later than April 1 or September 1 of each calendar year. Customers shall notify the company whenever a Customer ceases to be a part of an Aggregator's Pool. Interstate Pipeline Capacity initially assigned and necessary to service the Customer shall remain with the Customer. Customers that choose service from another Aggregator or Marketer must notify the Company with a signed Customer Verification Form. Forms are available from the Company. Notification is required by April 1 or September 1.

27. Termination of Participation: The Aggregator or Marketer Agreement may be terminated by the Company upon 30 days written notice if an Aggregator or Marketer fails to meet any condition of the Transportation rate schedule or Transportation Contract. An Aggregation Pool may also be terminated by the Company upon 30 days written notice if the Aggregator or Marketer has payments due the Company that are in arrears. Written notice of termination of the Agreement(s) by the Company shall be provided to the Aggregator or Marketer as well as to each of the Customers served by the Aggregator or Marketer subject to such termination.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>32</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u> </u>	Original	Sheet No.	<u>32</u>

**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE NATURAL GAS

E. PIPELINE CAPACITY RELEASE

1. As a condition of Customer being able to transfer from firm sales service to the Company's firm transportation rate schedules, Customer agrees to accept pro-rata release of Company's applicable Interstate Pipeline's firm capacity based on the Customer's annual Demand Volume and to pay the Pipeline for such released capacity.

A. The capacity will be released to Customer or Customer's designated Aggregator or Marketer on a temporary, recallable basis. The Interstate Pipeline transportation capacity cost shall be derived from the applicable Interstate Pipeline's transportation contracts that serve the Customer. Only those Interstate Pipeline contracts that provide service to a Customer's service territory shall be considered when calculating cost. After the capacity is released, Customers and Aggregators will deal directly with the applicable Interstate Pipeline during the period of release on all matters concerning this capacity. In the event a Customer changes Aggregator or Marketer before the expiration of a pipeline capacity agreement, the Customer's Interstate Pipeline capacity will revert to the Company for reassignment to the new Aggregator or Marketer.

B. If a Customer wishes to return to firm sales service, Company shall accept the Customer as a firm sales customer, provided the Interstate Pipeline capacity released to the Customer also returns with the Customer or is otherwise available.

C. Capacity released to Customer, Marketer or Aggregator shall be immediately recallable under any of the following conditions: a bankruptcy filing by the Customer, Marketer or Aggregator; failure to pay the Pipeline for the released capacity, failure to deliver the quantity of gas required to serve the firm Customer load under OFO conditions, an Aggregator or Marketer exits the service area or evidence that the Customer, Marketer or Aggregator has rereleased capacity on a non-recallable basis.