

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Spire STL Pipeline LLC

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Docket No. CP17-___-000

**APPLICATION OF
SPIRE STL PIPELINE LLC
FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Section 7(c) of the Natural Gas Act (“NGA”), 15 U.S.C. § 717f(c) (2012), and Parts 157 and 284 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”), 18 C.F.R. Parts 157 and 284 (2016), Spire STL Pipeline LLC (“Spire”) hereby submits this application for Certificates of Public Convenience and Necessity to construct, own, and operate a new interstate natural gas pipeline and to provide interstate natural gas transportation and transportation-related services subject to the jurisdiction of the Commission under the NGA (“Certificate Application”). Spire respectfully requests that the Commission grant the following certificates and approve the related authorizations and waivers:

- (1) a Certificate of Public Convenience and Necessity pursuant to Part 157, Subpart A of the Commission’s regulations authorizing Spire (a) to construct, own, operate, and maintain a new natural gas pipeline system in the States of Illinois and Missouri for the purpose of transporting natural gas in interstate commerce (“Project”), and (b) to acquire and make minor modifications to an existing approximately 7-mile natural gas pipeline for use as part of the Project;

- (2) a blanket certificate pursuant to Part 157, Subpart F of the Commission's regulations authorizing certain routine construction, operation, and abandonment activities;
- (3) a blanket certificate pursuant to Part 284, Subpart G of the Commission's regulations authorizing Spire to provide transportation service pursuant to an open access tariff and acceptance of Spire's *pro forma* FERC gas tariff ("Tariff");
- (4) pre-approval of Spire's proposed terms of service afforded to the Project's Foundation Shipper that are not found in Spire's *pro forma* Rate Schedule FTS Service Agreement; and
- (5) such other authorizations and waivers of certain regulatory requirements, including an extension of time to comply with certain North American Energy Standards Board ("NAESB") standards, as may be necessary to allow Spire to undertake the activities described in this Certificate Application.

Spire's Project will serve the energy needs of residential, commercial, and industrial customers in the eastern portion of Missouri, including the St. Louis metropolitan area and surrounding counties. Spire must commence construction of the Project facilities by January 2018 in order for the Project to be placed into service on November 1, 2018, the service commencement date set forth in Spire's Precedent Agreement with its Foundation Shipper, Laclede Gas Company ("Laclede"). Spire accordingly requests that the Commission issue a final Certificate Order approving the Project by December 1, 2017.

In support of this Certificate Application, and pursuant to the Commission's applicable regulations and guidelines, Spire respectfully states the following:

I. EXECUTIVE SUMMARY

The Project is a new interstate pipeline designed to provide incremental firm pipeline capacity and access to competitively-priced and productive supply basins to serve homes and businesses in the St. Louis metropolitan area and surrounding counties in eastern Missouri. The Project will enhance reliability and supply security; reduce reliance upon older natural gas pipelines; reduce reliance upon mature natural gas basins (which are connected to the older pipelines), which are subject to increased competition for their supplies and price risk; and eliminate reliance on propane peak-shaving infrastructure. Spire has entered into a Precedent Agreement with one Foundation Shipper, Laclede, for a binding commitment to purchase 350,000 dekatherms per day (“Dth/d”) of firm transportation service for a twenty-year primary term. This subscription level represents 87.5 percent of the Project’s total capacity of 400,000 Dth/d of year-round firm transportation service. The target in-service date for the Project facilities is November 1, 2018, which is the commencement date for service to the Foundation Shipper.

The Project consists of approximately 59 miles of greenfield 24-inch-diameter pipeline facilities (the “24-inch pipeline”) originating at an interconnection with the Rockies Express Pipeline LLC (“REX”) pipeline in Scott County, Illinois, extending southward through Greene and Jersey Counties in Illinois, then crossing the Mississippi River and extending east in St. Charles County, Missouri. The 24-inch pipeline then crosses the Missouri River and ties into an existing natural gas pipeline facility in St. Louis County, Missouri that is currently owned and operated by Laclede and referred to herein as “Line 880.” Subject to Laclede’s receipt of approval from the Missouri Public

Service Commission (“MPSC”), Spire will purchase Line 880 from Laclede, including its appurtenant and ancillary facilities, and modify that line before placing it into interstate service contemporaneously with the 24-inch pipeline. Line 880 consists of approximately 7 miles of existing 20-inch-diameter natural gas pipeline located in St. Louis County, Missouri, including appurtenant and ancillary facilities, and it will connect the 24-inch pipeline to the existing Enable Mississippi River Transmission, LLC (“Enable MRT”) interstate natural gas pipeline along the western bank of the Mississippi River in St. Louis County, Missouri. The total length of the Project will be approximately 66 miles.

Spire held an Open Season for the Project from August 1, 2016 to August 19, 2016, and has executed a binding Precedent Agreement with Laclede for firm transportation service for an initial term of twenty (20) years for 350,000 Dth/d, which represents 87.5 percent of the Project’s total capacity. Spire has also received expressions of interest from other prospective shippers, and is hopeful that additional precedent agreements will be executed as the Project progresses through the regulatory approval process.

Spire is a new company and has not previously provided natural gas pipeline transportation service in interstate commerce. Therefore, in addition to requesting a Certificate of Public Convenience and Necessity pursuant to Part 157, Subpart A of the Commission’s regulations, Spire requests an open-access blanket certificate under Part 284, Subpart G of the Commission’s regulations, as well as approval of its *pro forma* Tariff, included in Exhibit P-1 hereto. Spire also requests a blanket construction certificate under Part 157, Subpart F of the Commission’s regulations and pre-approval of

two non-conforming terms of service afforded to the Project's Foundation Shipper, Laclede. Finally, Spire requests such other regulatory authorizations and waivers, including an extension of time to comply with certain NAESB standards, as may be necessary to allow Spire to undertake the activities described in this Certificate Application.

The Project will provide the St. Louis metropolitan area with firm access to new supplies of natural gas. This will provide substantial benefits to residential, commercial, and industrial consumers, gas utilities, and electric generators in the region, as the Project will both enhance competition and supply diversification and improve reliability to a region that is currently constrained with respect to pipeline capacity. The Project will connect the St. Louis region to the most competitively-priced and productive natural gas supply areas in the eastern and western United States. Specifically, the Project will directly interconnect to the REX pipeline, which offers direct and substantial access to supply basins in the Rocky Mountains as well as the Appalachian Basin. This new, firm access to competitively priced natural gas supplies will create new commercial and industrial development opportunities for the greater St. Louis metropolitan area, and will offer the potential for future natural gas service in southwest Illinois.

Consistent with the Commission's desire for early input by potential stakeholders, Spire began meeting with key stakeholders across the project area in May 2016. To further identify and address environmental and landowner concerns early in the certificate process, Spire participated in the Commission's National Environmental Policy Act ("NEPA") Pre-filing process in Docket No. PF16-9-000. Spire has participated in numerous meetings with public officials and non-governmental

organizations in which it has educated those constituencies about the Project, received feedback, and addressed and resolved various concerns to the greatest extent practicable. In addition, Spire held five open house meetings in August 2016 and hosted informational sessions for impacted landowners with updated information regarding the Project's development and changes based on input received. In November 2016, the Commission Staff hosted three public scoping sessions to receive input from the public and interested agencies on the Project; Spire has continued, following all those meetings, to refine its Project route and plans and address concerns raised.

Spire appreciates the feedback received and is continuing to work with affected stakeholders to avoid impacts, maintain open lines of communication, and demonstrate its commitment to be a good neighbor in the communities where the Project will be located. In light of the substantial work completed to date through the Pre-filing process, including the feedback from open houses and scoping sessions, public comments filed with the Commission, and comments from Commission Staff regarding Spire's draft Resource Reports, the final versions of which are found in Exhibit F-I, and the environmental analysis contained therein, many potential issues have been resolved prior to filing this Certificate Application.

As demonstrated herein, the Project satisfies the criteria for approval under the Commission's Statement of Policy on the Certification of New Interstate Natural Gas Pipeline Facilities.¹ Granting Spire the authorizations requested herein is fully consistent with Commission policy and is required by the public convenience and necessity.

¹ *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999) ("1999 Certificate Policy Statement"), *clarified*, 90 FERC ¶ 61,128 ("Order on Clarification of 1999 Certificate Policy Statement"), *further clarified*, 92 FERC ¶ 61,094 (2000).

Spire respectfully requests favorable Commission action on this Certificate Application by December 1, 2017. An order by that date will allow for the timely commencement of construction in January 2018, which is critical for Spire to comply with seasonal construction limitations and meet the Project's in-service date of November 1, 2018.

II. CORRESPONDENCE AND COMMUNICATIONS

Communications regarding this Certificate Application should be directed to the following:

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III. APPLICANT

The exact legal name of the applicant is Spire STL Pipeline LLC. Spire is a new limited liability company formed under the laws of the State of Missouri to construct, own, operate, and maintain the Project. Spire's principal place of business is 700 Market Street, St. Louis, MO 63101.

Spire is an indirect wholly-owned subsidiary of Spire Inc. (NYSE: SR). Spire Inc. (formerly The Laclede Group, Inc.) is the fifth largest publicly-traded natural gas

utility holding company in the country and, through its gas utilities, provides service to approximately 1.7 million customers in Alabama, Mississippi, and Missouri. Through its St. Louis-area gas utility, Laclede, Spire has nearly 160 years of experience providing safe and reliable natural gas service to residential, commercial, and industrial customers.

Spire does not currently own any existing interstate natural gas pipeline facilities and is not engaged in any FERC-jurisdictional natural gas transportation or storage operations. Upon Commission approval of the authorizations requested in this Certificate Application, and after completing construction of the proposed Project and commencement of pipeline operations, Spire will be engaged in the transportation of natural gas in interstate commerce and, accordingly, a “natural-gas company” subject to the jurisdiction of the Commission under NGA Section 1(b).

IV. PROJECT NEED

Spire designed the Project to help serve the energy needs of residential, commercial, and industrial natural gas end-users in the eastern portion of Missouri, particularly the St. Louis metropolitan area and surrounding counties. Specifically, the Project will (a) provide eastern Missouri – and the Project’s Foundation Shipper, Laclede, in particular – with access to competitively-priced natural gas from the prolific Appalachian Basin; (b) enhance natural gas supply reliability and security through the creation of a large new firm pipeline transportation path from prolific natural gas supply basins to the eastern Missouri region; and (c) create new commercial and industrial development opportunities for the greater St. Louis metropolitan area.

Based upon the load profile of the Foundation Shipper, and in advance of Spire’s subscription of additional customers, approximately 70 percent of the natural gas

transported by Spire will be consumed by residential end-users for heating and other domestic purposes, and the remaining 30 percent will be consumed by commercial and industrial end-users for heating and various commercial and industrial applications and other purposes. Currently, the St. Louis area is constrained in terms of interstate natural gas pipeline capacity that provides sufficient access to growing natural gas supplies, particularly from the most competitively-priced and productive natural gas supply areas in both the eastern and western United States. The St. Louis market is served primarily by older pipelines that provide gas supplies from similarly mature natural gas supply basins in Kansas, Oklahoma, Texas, and the Gulf Coast area. Because these mature supply basins are also located near developing new markets for natural gas consumption and export, increased competition for supply out of these regions is expected to further increase natural gas price risk to the St. Louis market absent the introduction of new sources and new transportation paths to access those new sources. Moreover, current transportation paths to the St. Louis area generally require service across multiple pipelines and, as a consequence, “rate stacking” on expensive upstream pipelines must occur in order to access the aforementioned traditional supply sources. As those older supply basins decline over time, markets such as the St. Louis metropolitan area need access to newer and growing supply basins located in other regions of the country to ensure affordable and reliable supply.

As further discussed in Section VIII below, the Project is also designed to provide a transportation path into the St. Louis market area that avoids an area of known seismic activity, and in so doing provides an additional measure of supply security to the region. Moreover, the Project is intended to allow the Foundation Shipper to end its historical

reliance on the use of propane as peaking supply, in light of the increasingly negative operational, cost, and availability issues associated with that peaking strategy.

After identifying the needs of its Foundation Shipper, Laclede, and commencing negotiations, Spire held an Open Season for all interested shippers from August 1, 2016 through August 19, 2016.² Following the Open Season, Spire entered into a binding Foundation Shipper Precedent Agreement with Laclede for 350,000 Dth/d of firm transportation service – the substantial bulk of the 400,000 Dth/d total capacity of the Project.³ In addition, Spire received expressions of interest from other prospective shippers during and after the Open Season and is hopeful that additional precedent agreements will be executed as the Project progresses through the regulatory approval process.⁴ Accordingly, 87.5 percent of the anticipated firm capacity from the Project is committed to the Foundation Shipper and the remaining 12.5 percent is unsubscribed.

V. DESCRIPTION OF THE PROPOSED FACILITIES

A. FACILITIES AND OPERATION

The Project consists of approximately 59 miles of greenfield 24-inch-diameter pipeline originating at an interconnection with REX in Scott County, Illinois, and extending southward through Greene and Jersey Counties in Illinois before crossing the Mississippi River and extending east through St. Charles County, Missouri. The 24-inch pipeline then crosses the Missouri River and ties into the existing Line 880, a natural gas

² A copy of Spire's Open Season announcement is included in this Certificate Application in the public portion of Exhibit I.

³ A copy of the executed Precedent Agreement between the Foundation Shipper and Spire is included in the confidential version of this filing at Volume IV, Exhibit I.

⁴ Spire will make a supplemental Exhibit I filing that includes copies of any additional precedent agreements. Because Spire will be a new pipeline, without existing customers, Spire did not conduct a reverse open season to solicit capacity turnback.

pipeline facility in St. Louis County, Missouri that is currently owned and operated by Laclede.⁵ The terminus of Line 880, and therefore of the new Spire pipeline, is at the existing interconnection between Line 880 and Enable MRT's interstate natural gas pipeline system.

As part of the proposed Project, and subject to Laclede's receipt of approval from the MPSC and Spire's receipt of the authorizations requested herein, Spire plans to purchase Line 880, including its appurtenant and ancillary facilities, from Laclede and operate it as part of the Project. Line 880 is an approximately 7-mile, 20-inch diameter steel natural gas pipeline located in St. Louis County, Missouri. Following its acquisition, Spire will modify Line 880 for its use in interstate service as an extension of the 24-inch pipeline. Inclusion of Line 880 in its new interstate pipeline system will allow Spire to make deliveries at delivery points located along that line and will further allow it to connect the 24-inch pipeline to the Enable MRT interstate pipeline along the western bank of the Mississippi River in St. Louis County, Missouri. Modifications to Line 880 will include (a) replacement of syphon drips, mainline valves, and other associated pipeline safety and minor integrity-related replacement work; and (b) relocation of a portion of the line at an existing stream crossing, also for pipeline safety/integrity management purposes. No change in the maximum allowable operating pressure or capacity of Line 880 is presently contemplated. Additional information regarding the proposed acquisition of Line 880 is included in Section V.C., below.

Once completed, the Project will have a receipt point interconnect with REX, to be located at the start of the proposed 24-inch pipeline in Scott County, Illinois. The

⁵ A map detailing the location of the Project is included herein as Exhibit F.

Project's terminus, the interconnection of Line 880 with Enable MRT at a point called MRT/Chain of Rocks, which is currently a delivery point into Line 880 on the Laclede system, will be a second physical point of receipt into the Spire pipeline. Spire also plans to make the Chain of Rocks point bi-directional, allowing gas to be delivered by Spire into Enable MRT or by Enable MRT into the Spire pipeline system. Based on discussions with Enable MRT, Spire anticipates that any reconfiguration/reconstruction necessary to convert the Chain of Rocks point to a bi-directional point would be minimal in nature.

The Project as currently designed and proposed will also have two physical delivery points into Laclede's local distribution company ("LDC") system, one at Laclede's Lange Delivery Station (located at the interconnect between the 24-inch pipeline and Line 880) and the other at Laclede's Redman Station (located on Line 880), both of which are located in St. Louis County, Missouri. The Foundation Shipper firm transportation service agreement will reference these two points together as "Laclede Aggregate," and primary delivery rights at Laclede Aggregate will be 350,000 Dth/d, which is equal to the Maximum Daily Transportation Capacity under the Foundation Shipper service agreement.

The total length of the proposed Project is approximately 66 miles. The Project includes construction of four minor aboveground facilities. These are (1) the new REX Receipt Station, (2) a new Laclede/Lange Delivery Station, (3) the new MRT Bi-directional Station, and (4) reconstruction of the existing Redman Station. Pig launchers/receivers will also be installed at each metering and regulating station of the Project other than the Redman Station. No compression will be required or is proposed

for the Project. The overall design capacity of the Project is 400,000 Dth/d.

B. COST

The total cost of the proposed Project facilities is estimated to be approximately \$220.3 million. A detailed cost estimate is included in Exhibit K. The allowance for funds used during construction (“AFUDC”) included in Exhibit K is calculated in compliance with the Commission’s AFUDC policy.⁶

C. ACQUISITION OF LINE 880

As required by Section 157.15 of the Commission’s regulations, Spire submits the following additional information regarding its proposed acquisition from Laclede of Line 880:

(a) The exact legal name of the seller is Laclede Gas Company. Laclede is a public utility incorporated under the laws of the State of Missouri with its principal office located at 700 Market Street, St. Louis, Missouri 63101. Laclede is engaged in the business of distributing and transporting natural gas to customers in the City of St. Louis and the Counties of St. Louis, St. Charles, Crawford, Jefferson, Franklin, Iron, St. Genevieve, St. Francois, Madison, and Butler in Eastern Missouri. Its rates and service are subject to regulation by the MPSC.

(b) Laclede does not currently hold any individually issued certificates issued by this Commission.⁷ Its facilities, including Line 880, are subject to the jurisdiction of the MPSC. It thus does not require any abandonment authority from this Commission.

⁶ See *Southern Natural Gas Co.*, 130 FERC ¶ 61,193 (2010) (setting forth the Commission’s AFUDC policy).

⁷ As a state-regulated local gas distribution company, Laclede makes occasional wholesale sales pursuant to the Commission’s blanket certificate authority issued to non-pipeline sellers (18 C.F.R. Part 284, Subpart L) and also occasionally engages in temporary releases of interstate pipeline capacity pursuant to blanket certificate authority granted by the Commission in Order No. 636.

(c) Following receipt of the necessary authority from the MPSC and this Commission, as well as other authorizations necessary for the Spire Project to proceed, Laclede will transfer ownership of Line 880 to Spire pursuant to an asset sale and purchase agreement. The sale price will be the net book value of Line 880 as of the date of the ownership transfer, which is proposed for inclusion in the total capital cost of the Project, consistent with general Commission policy.⁸ That amount is currently estimated to be \$31,327. The estimated costs associated with the minor construction activities described and proposed herein to modify the line for interstate service as well as the estimated sales price are included in the estimate for the Project's transmission facilities included at Exhibit K.

(d) Line 880 is a 20-inch diameter welded steel natural gas pipeline that runs from the Chain of Rocks interconnection with Enable MRT in north St. Louis County, in a northwesterly direction to Laclede's distribution system underground storage facility, also located in north St. Louis County. The line was constructed and commissioned in 1961 for the purpose of injecting natural gas into Laclede's storage facility. The current maximum allowable operating pressure ("MAOP") of Line 880 is 880 pounds per square inch gauge ("psig"); this MAOP will not change as the result of the minor facility modifications undertaken by Spire. There is one regulator station off the line approximately half way between the Chain of Rocks interconnection with Enable MRT known as the Redman Station. The purpose of that regulator station is to regulate

⁸ See, e.g., *Az. Pub. Serv. Co.*, 156 FERC ¶ 61,006 at P 40 (2016) (stating FERC's "longstanding precedent" in facility acquisitions is that the seller's depreciated original cost is included in cost-of-service calculations, with limited exceptions); *El Paso Natural Gas Co., L.L.C.*, 152 FERC ¶ 61,039 at P 173 (2015) (enumerating the benefits of original cost methodology); *Arkla Energy Res.*, 61 FERC ¶ 61,004 at 61,037-38 (1992) (holding that the Commission, with only limited exception, recognizes the net book value of purchased jurisdictional pipeline facilities).

transmission feeder pressure (880 psig) on Line 880 down to supply feeder (300 psig) pressure as it delivers gas into Laclede's distribution system facilities; those distribution facilities will remain under Laclede's ownership and operation following the transfer of Line 880.

Laclede has historically operated this line to receive gas from Enable MRT. Following the transfer of Line 880 and its inclusion in the Project, Spire will continue to operate the line to receive physical deliveries from Enable MRT, and Laclede has contracted, under its proposed Foundation Shipper service agreement on Spire, to receive primary receipt point rights at Chain of Rocks up to the maximum primary point capacity at that point of 150,000 Dt/d, which will replicate its current utilization of that line. Spire will also use the line to make deliveries of gas transported on its own pipeline from the REX interconnect to various points of delivery on Line 880, including the point of delivery to be reconstructed at the Redman Station. Once transferred to Spire, Line 880 will continue to provide valuable firm service to the Laclede LDC system as part of the Foundation Shipper transportation agreement, and its transfer will have no adverse effect on the operation by Laclede of its LDC system.

(e) As noted above, Laclede requires the approval of the MPSC in order to transfer Line 880 to Spire. Laclede submitted its application for authority to sell Line 880 to its affiliate, Spire, on October 31, 2016 in MPSC Case No. GM-2017-0018, and that case is presently pending before the MPSC.

VI. BLANKET CERTIFICATE REQUEST PURSUANT TO PART 157, SUBPART F

Spire hereby requests a blanket certificate authorizing it to engage in the activities specified in Part 157, Subpart F of the Commission's regulations, including the

performance of certain routine construction, operation, and abandonment activities. Spire certifies that, in accordance with Section 157.204(d)(2) of the Commission's regulations, it will comply with the applicable terms, conditions, and procedures specified in the Commission's regulations in Part 157, Subpart F, as they may be amended from time to time. Spire also certifies that it will comply with all pipeline safety regulations applicable to the facilities for which a blanket certificate is requested herein. Issuing this blanket certificate will enable Spire to respond quickly and efficiently to facility maintenance and operational effectiveness issues, pipeline safety regulatory changes, and future market conditions such as requests for new delivery points, and is required by the present and future public convenience and necessity.

VII. BLANKET CERTIFICATE REQUEST PURSUANT TO PART 284, SUBPART G

Spire also requests a blanket certificate of public convenience and necessity pursuant to Section 284, Subpart G of the Commission's regulations that will enable it to provide open access transportation service on behalf of others in interstate commerce, on a self-implementing and non-discriminatory basis, with pre-granted abandonment. Spire certifies that it will comply with Section 284.221(c), thereby subjecting its blanket certificate to the conditions of Part 284, Subpart A of the Commission's regulations. This authority will allow Spire to provide firm and interruptible open access transportation service on a non-discriminatory basis to all parties requesting such service, consistent with the terms and conditions prescribed in Spire's proposed Original Volume No. 1 FERC NGA Gas Tariff (attached as Exhibit P-1).

VIII. PUBLIC CONVENIENCE AND NECESSITY

A. THE PROJECT SATISFIES THE REQUIREMENTS OF THE COMMISSION'S 1999 CERTIFICATE POLICY STATEMENT.

The Commission's 1999 Certificate Policy Statement established criteria for evaluating proposals to construct new interstate natural gas pipeline infrastructure. As the Commission recently explained in a certificate order applying the 1999 Certificate Policy Statement criteria:

Under this policy, the threshold requirement for existing pipelines proposing new projects is that the pipeline must be prepared to financially support the project without relying on subsidization from existing customers. The next step is to determine whether the applicant has made efforts to eliminate or minimize any adverse effects the project might have on the applicant's existing customers, existing pipelines in the market and their captive customers, or landowners and communities affected by the route of the new facilities. If residual adverse effects on these interest groups are identified after efforts have been made to minimize them, the Commission will evaluate the project by balancing the evidence of public benefits to be achieved against the residual adverse effects. This is essentially an economic test. Only when the benefits outweigh the adverse effects on economic interests will the Commission proceed to complete the environmental analysis where other interests are considered.⁹

As demonstrated by the following discussion, the Project is consistent with and fulfills the goals of the 1999 Certificate Policy Statement and should be approved by the Commission through the issuance of the requested certificates.

1. The Project Meets the Threshold No-Subsidy Requirement.

As noted above, Spire is a new pipeline company that does not have any existing customers. As such, the threshold requirement prohibiting subsidization from existing

⁹ *Millennium Pipeline Company, L.L.C.*, 157 FERC ¶ 61,096 at P 25 (2016). The Commission's application of the 1999 Certificate Policy Statement criteria in orders certifying new gas pipeline infrastructure has been upheld by reviewing courts in many appellate review proceedings. *See, e.g., Myersville Citizens for a Rural Cmty., Inc. v. FERC*, 783 F.3d 1301 (D.C. Cir. 2015); *Minisink Residents for Env'tl. Pres. & Safety v. FERC*, 762 F.3d 97 (D.C. Cir. 2014); *S. Coast Air Quality Mgmt. Dist. v. FERC*, 621 F.3d 1085 (9th Cir. 2010).

customers is not applicable to Spire.¹⁰

2. *The Project Will Have No Cognizable Adverse Effects on Existing Pipelines and Their Captive Customers.*

The Project will result in no impacts to existing Spire customers because Spire is a new pipeline company that has no existing customers. In addition, there are no known or cognizable adverse effects on other existing pipelines or the captive customers of those pipelines. As discussed above and in more detail below, the Project is designed to meet the needs of the Foundation Shipper and the St. Louis area market for diversity of supply access as well as reliability and security of a transportation path and as an alternative to propane peak shaving. The Project's stated purpose does not include the bypass of any existing pipelines in the region, nor will it affect the existing contract rights and obligations of those pipelines or their shippers. Further, Laclede's contractual commitments will be unaffected by approval of the Project.

Whether the Foundation Shipper may, in the future, reduce its contract entitlements on other pipelines, pursuant to contract rights it holds to do so, is not known at this time and conjecture would be inappropriate. As a regulated LDC, Laclede is obliged to review its gas supply and transportation portfolio regularly and make adjustments as appropriate to maintain the optimal mix of entitlements to provide service to its retail customers on a safe, secure, and lowest reasonable cost basis. Whether or to what extent Laclede might adjust its portfolio following the introduction of the Project is

¹⁰ See, e.g., *ETC Tiger Pipeline, LLC*, 131 FERC ¶ 61,010 at P 18 (2010) (finding that ETC Tiger Pipeline, LLC, as a newly-formed entity, had no risk of subsidization by existing customers); *Fayetteville Express Pipeline LLC*, 129 FERC ¶ 61,235 at P 18 (2009) (concluding that, as a new natural gas pipeline with no existing customers, Fayetteville Express Pipeline LLC's project met the threshold test that its existing customers not subsidize the project); *Ruby Pipeline, L.L.C.*, 128 FERC ¶ 61,224 at P 19 (2009) (holding that, as a new interstate pipeline, Ruby Pipeline, L.L.C. satisfied the threshold requirement that the pipeline must be prepared to financially support the project without relying on subsidization from its existing customers).

unknown and speculative at this time. Further, the extent of any resulting loss of contracted capacity for the incumbent pipelines that they are not able to make up with other subscriptions is likewise speculative.

The introduction of Spire as a new pipeline resource and any subsequent adjustment is not a cognizable adverse effect for other pipelines under Commission policy in any event. The 1999 Certificate Policy State specifies that “[t]he Commission’s focus is not to protect incumbent pipelines from the risk of loss of market share to a new entrant[.]”¹¹ The Commission clarified this statement, moreover, as follows: “[g]enerally, this means that construction of a pipeline whose rates are unsubsidized will not be considered to have an adverse effect on an existing pipeline.”¹²

In cases applying its Policy Statement, the Commission has emphasized its commitment to “allowing the market to determine which projects are best suited to serve the infrastructure needs of an area”¹³ and it has consistently rejected arguments by incumbent pipelines that a new Project would cause them adverse effects, finding that so long as a proposal was the product of fair competition, any effect on existing pipelines and their customers would be competitive in nature and therefore not considered adverse as contemplated by the 1999 Certificate Policy Statement.¹⁴ The Spire Project is, likewise, the result of a fair process undertaken by the Foundation Shipper to examine competitive alternatives and select the one that would best meet its needs. Any residual effects on that Shipper’s other pipeline service providers is the result of fair competition,

¹¹ 1999 Certificate Policy Statement at 61,750.

¹² Order on Clarification of 1999 Certificate Policy Statement at 61,397.

¹³ *Islander East Pipeline Company, L.L.C.*, 100 FERC ¶ 61,276 at P 50 (2002).

¹⁴ *See, e.g., Ruby Pipeline, L.L.C.*, 128 FERC ¶ 61,224 at P 37; *Guardian Pipeline, L.L.C.*, 91 FERC ¶ 61,285 at 61,977 (2000).

and far outweighed by the many important benefits the Project will provide, as discussed in greater detail below.

3. *Spire's Project Minimizes Any Adverse Impacts on Landowners and Other Stakeholders.*

The Commission has recognized that every pipeline construction project will cause some short-term impacts to landowners.¹⁵ However, as detailed in the Resource Reports attached in Exhibit F-I, the Project has been designed, and will be constructed, in a manner that minimizes impacts on landowners, other stakeholders, and the environment while providing the benefits of new sources of natural gas supply to the St. Louis region, including greater reliability, supply security, and lower prices, as well as the opportunity to reduce or eliminate dependence on an inferior peaking supply.¹⁶ Furthermore, Spire is committed to working cooperatively with homeowners, landowners, and other stakeholders to address their concerns and minimize and/or mitigate adverse impacts wherever practicable. Spire's goal is to negotiate mutually acceptable agreements with any impacted landowners or other stakeholders.

The Commission granted Spire's request to use the Commission's Pre-filing process for its Project in Docket No. PF16-9-000.¹⁷ As described in detail in Part XI below, as a part of the Pre-filing process, Spire initiated an extensive public and agency outreach effort early in the planning phase of the Project. The information and feedback gathered in this outreach effort have enabled Spire to reduce or eliminate adverse impacts to landowners and communities along the proposed route.

¹⁵ 1999 Certificate Policy Statement at 61,747–48.

¹⁶ See Resource Report 1 at §§ 1.1.1, 1.3; Resource Report 8 at § 8.1; Resource Report 10 at §§ 10.3, 10.4.

¹⁷ *Spire STL Pipeline LLC*, Docket No. PF16-9-000 (July 22, 2016) (delegated letter order approving pre-filing request).

In light of the substantial work completed to date through the Pre-filing process, including the feedback from open houses, scoping sessions, and the scoping comments filed during the Pre-filing process, many potential issues have been identified and addressed prior to the filing of the Application. Spire believes its use of the Pre-filing process for the Project has been successful in keeping stakeholders informed and developing strategies to minimize impacts to homeowners, landowners, and the environment. Spire based its routing on existing land use, the location of populated areas, surface topography, geologic considerations, and environmental factors not only to minimize adverse impacts on landowners and other stakeholders, but also to ensure that any such adverse impacts are temporary, where possible. Spire will seek to limit the use of eminent domain to the greatest extent possible by negotiating permanent and temporary workspace easements necessary to construct and maintain the Project.¹⁸ Spire will continue to work cooperatively with all affected landowners and stakeholders and endeavor to address their concerns and minimize any adverse impacts the Project may have.

4. The Benefits of the Project Outweigh Any Potential Adverse Impacts.

When determining whether a proposed project is needed and will serve the public interest, the Commission balances the public benefits to be achieved by the project against its residual adverse effects. The Project has been designed, and will be operated to avoid or to minimize adverse effects. While it is not possible to completely eliminate

¹⁸ See *Tennessee Gas Pipeline Co.*, 92 FERC ¶ 61,142 at 61,519–20 (2000) (noting that a goal in new pipeline construction is to avoid the unneeded exercise of eminent domain).

all adverse effects of the Project, the public benefits provided by the Project will vastly outweigh any such residual adverse effects.

As noted above, Spire has signed a binding Precedent Agreement with Laclede as the Foundation Shipper for the bulk of the pipeline capacity on the Project. The Commission's policy is to accept the existence of firm, long-term contracts for a Project's capacity as sufficient evidence of need, including in instances where the project shippers are affiliated with the pipeline project.¹⁹ Nevertheless, as Spire explains below, there are abundant benefits associated with this Project that illustrate the purpose and need it fulfills for the intended market.

In terms of benefits, the Project will provide additional firm pipeline capacity and access to additional supply basins to serve homes and businesses in the St. Louis metropolitan area and surrounding counties. The Project's presence as a new transportation path for gas to the St. Louis region will provide several immediate and direct benefits in linking that region to prolific new natural gas supply basins.

First, Spire's Project will offer a direct firm transportation path to the REX pipeline – one of the newest and largest pipeline systems in the United States, with substantial capacity spanning supply basins in the Rocky Mountains all the way to the Appalachian Basin in the Eastern United States. This is particularly valuable given that REX has (1) initiated a series of construction projects to enable its interstate pipeline system to source and deliver gas bi-directionally in order to provide firm deliveries from

¹⁹ See *Florida Southeast Connection, LLC*, 154 FERC ¶ 61,080 at P 84 (2016) (“[E]xecute[d] firm contracts for the capacity” place shippers at risk for the subscribed capacity, and pipelines are financially “at risk for any unsubscribed capacity”); *Eastern Shore Natural Gas Co.*, 132 FERC ¶ 61,204 at PP 27–31 (2010) (“[T]he Commission gives equal weight to contracts between affiliates and non-affiliates.”); *Millennium Pipeline Co., L.P.*, 100 FERC ¶ 61,277 at P 57 (2002) (holding that the fact that customers are affiliated with the project sponsor does not lessen the customers’ need for the new capacity or their obligation to pay for it under the terms of their precedent agreements and subsequently executed contracts).

prolific supply basins in the eastern United States to markets as far west as central Illinois²⁰ and (2) agreed to make minor modifications so that REX can make deliveries from the east at the proposed new Spire interconnect on a primary firm basis.²¹ As a result, Spire's shippers will receive the substantial economic benefit associated with multiple sourcing options. Through multiple sourcing options shippers are able to obtain lower realized prices through a more competitive supply bidding process and are often able to avoid temporary high prices that may occur out of particular supply regions resulting from severe weather and other unforeseen events. In addition, over the longer term, as transportation contracts expire, the availability of multiple pipeline alternatives will create a more competitive bidding process for renewal of future pipeline capacity resulting in a lower overall cost of gas for the consumer.

Second, the Project will provide diversification benefits that will enhance overall natural gas supply security and affordability in the region. Currently, 87 percent of the firm pipeline transportation capacity into the St. Louis market area is provided by a single pipeline. Spire's Project will significantly enhance the overall supply security of natural gas in the St. Louis region and surrounding communities by providing an additional firm physical transportation path for flowing supply to the region. The introduction of more competitively priced natural gas supplies to the region is also anticipated to enhance the economic viability of additional natural gas conversions for some large end users in the region.

²⁰ See, e.g., *Rockies Express Pipeline LLC*, 150 FERC ¶ 61,161 (2015), *reh'g denied*, 155 FERC ¶ 61,018 (2016) (authorizing Zone 3 East-to-West Project); *Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016) (authorizing Zone 3 East-to-West Expansion Project).

²¹ As described in Resource Report 1, REX will perform yard and station piping modifications at an existing compressor station pursuant to 18 C.F. R. § 2.55(a) (2016) of the Commission's regulations.

Third, the introduction of a new firm transportation path for flowing gas supply to the St. Louis region will also eliminate Laclede's current reliance on propane facilities behind its city gate to meet critical peak system requirements during limited periods when demand exceeds Laclede's flowing supply and storage withdrawal capabilities. As discussed in Resource Report 1, this peaking service has increasingly negative environmental and operational impacts (specifically, incompatibility with certain end use applications of natural gas, such as environmentally beneficial compressed natural gas use for vehicular fuel purposes). The cost of propane, as well as its intermittent scarcity in the region, also compares unfavorably to natural gas during those high-demand periods when needed for peaking supply. The Project will thus fulfill Laclede's need to replace this propane peak shaving operation with firm supplies of natural gas.

Fourth, the Project will also help provide critical infrastructure that will help solidify reliability and supply diversity. In the event of a planned or unplanned service outage on the current pipelines delivering into the region, Laclede and other Spire shippers in the area will be in a substantially better position to protect their system operations. Supply diversity has been and continues to be a significant concern for the St. Louis region as a major portion of existing supply comes from the south and crosses an area of seismic activity referred to as the New Madrid Seismic Zone (the "New Madrid Fault"). According to the United States Geological Survey, the New Madrid Fault is the most active seismic area in the United States east of the Rocky Mountains.²²

²² See USGS, EARTHQUAKE HAZARD IN THE NEW MADRID SEISMIC ZONE REMAINS A CONCERN 2 (Aug. 2009), available at <http://pubs.usgs.gov/fs/2009/3071/pdf/FS09-3071.pdf>. That publication reported that, based on its review of earthquake data in the region, the U.S. Geological Survey estimated that the chance of having an earthquake as powerful as the historic 1811–12 earthquakes (measured at magnitude 7–8) was "about 7 to 10 percent, and the chance of having a magnitude 6 or larger earthquake in 50 years is 25 to 40 percent." *Id.*

In fact, Laclede has previously sought to diversify its pipeline transportation service paths by contracting with an additional pipeline transporter whose geographic path to Laclede's system avoids the seismic concerns associated with the New Madrid Fault, but that alternative only serves a small and geographically isolated portion of the LDC's system. By providing another transportation path into the St. Louis region from the north, the Project avoids the New Madrid Fault for significantly greater volumes, increasing supply diversity and reliability generally and specifically in the event of major seismic activity from the New Madrid Fault.

In addition to these immediate benefits, the Project will provide natural gas transportation infrastructure to support potential growth in demand for natural gas in the industrial and power generation sectors. As projected by the U.S. Energy Information Administration ("EIA"), the demand for natural gas is expected to rise steadily over the next several decades, and particularly so in the electric power sector, where the EIA expects increased demand spurred by the environmental benefits of natural gas versus coal in electric generation. The pipeline infrastructure associated with this Project can help meet this expected demand, particularly in Missouri, which remains heavily dependent upon coal-fired power generation.²³

The Project's environmental advantages of natural gas compared to other fossil fuels offer other important benefits for the region. In July 2016, the U.S. Environmental Protection Agency ("EPA") finalized its 2010 primary National Ambient Air Quality Standard ("NAAQS") designations for sulfur dioxide, which identified Alton Township, Illinois – a town along the Project's proposed route – as one of several nonattainment

²³ See *Missouri*, EIA, <http://www.eia.gov/state/?sid=MO> (stating that coal "fueled 83% of Missouri's net electricity generation in 2014 and 78% in 2015") (last visited Jan. 17, 2017).

areas for sulfur dioxide in the nation.²⁴ Furthermore, the EPA has designated St. Charles and St. Louis Counties, Missouri, which are located within the Project’s Air Quality Control Region, as nonattainment areas for the 2008 8-Hour Ozone NAAQS and the 1997 Annual PM_{2.5} NAAQS.²⁵ According to a study conducted by researchers at Carnegie Mellon University, switching all coal plants in the United States to natural gas could reduce sulfur dioxide emissions by more than 90 percent, nitrogen oxide emissions by more than 60 percent, and particulate matter emissions by 40 percent.²⁶ That study estimates that the change could reduce total national health costs by \$20–\$50 billion per year.²⁷ The Project will offer the opportunity for Alton Township and other locations along the Project’s route, as well as coal-fired power plants that serve the region and that could more readily access natural gas through either the Project or one of the other pipelines in the region that may have capacity become available following the introduction of this new transportation path, to convert more environmentally impactful fuel sources to cleaner-burning natural gas, potentially offering significant environmental and health benefits to the region.

Finally, the Project will provide natural gas transportation infrastructure to help support future commercial and industrial growth opportunities and the potential for future residential natural gas service in new franchise areas in southwest Illinois.

²⁴ Air Quality Designations for the 2010 Sulfur Dioxide (SO₂) Primary National Ambient Air Quality Standard—Round 2, 81 Fed. Reg. 45,039, 45,047 (July 12, 2016). An area is designated as a “nonattainment area” if it fails to meet the NAAQS or contributes to a nearby area that does not meet the NAAQS. *Id.* at 45,039.

²⁵ See 40 C.F.R. § 81.326 (2016).

²⁶ Roger Lueken et al., *The Climate and Health Effects of a USA Switch from Coal to Gas Electricity Generation*, 109 ENERGY 1160, 1163 (2016).

²⁷ *Id.*

B. THE PROJECT SERVES THE PRESENT AND FUTURE PUBLIC CONVENIENCE AND NECESSITY.

Spire submits that the Project serves the present and future public convenience and necessity. The Precedent Agreement between Spire and Laclede demonstrates that the capacity that will be made available through the Project is required to meet the needs of the market. Furthermore, as demonstrated above, the Project satisfies the Commission's 1999 Certificate Policy Statement. The Project's public benefits will more than outweigh any potential residual adverse impacts that result from constructing the facilities, particularly once Spire takes the steps identified in this Application and the accompanying Resource Reports to minimize any adverse impacts. Accordingly, the Project is in the public interest and should be accepted by the Commission.

IX. TARIFF

Exhibit P-1 to this Certificate Application contains Spire's proposed Tariff, including the proposed rates, rate schedules, General Terms and Conditions that will govern all transportation services provided by Spire, and forms of service agreement. Spire developed its Tariff to be compatible with those of interconnecting pipelines in the region as well as consistent with the Commission's most recent policies, procedures, and precedents as reflected in its regulations and in tariffs recently accepted by the Commission. After the Commission approves the authorizations requested herein, Spire will file to make the Tariff effective upon the in-service date.

A. PROPOSED TRANSPORTATION SERVICES

Consistent with Commission policies and precedent, Spire will provide its transportation services on an unbundled, open-access basis under terms and conditions that are not unduly discriminatory and offered at both recourse and negotiated rates. Spire's

Tariff includes firm transportation service under Rate Schedule FTS and interruptible transportation service under Rate Schedule ITS. Spire will also offer an interruptible parking and lending service under Rate Schedule PALS. Spire's interruptible transportation and PALS services will only be available to the extent that capacity is available from day-to-day and from time-to-time during the gas day, and will be provided in accordance with the allocation and scheduling provisions set forth in Spire's Tariff.

B. RATES

Spire's recourse rates are set forth in Section 4 of the proposed Tariff. Spire has developed the proposed recourse rates pursuant to the Commission's policy implementing straight fixed-variable rate design.²⁸ Specifically, Spire proposes recourse transportation rates based on the estimated cost of service for the first full year of operations. The annualized billing determinants are 4,800,000 Dth based on the use of the full system capacity of 400,000 Dth/d. The Spire's monthly maximum recourse reservation rate for Rate Schedule FTS service is \$9.1092 per Dth, and its maximum recourse usage rate for firm service is \$0.000 per Dth/d.

The maximum volumetric interruptible transportation recourse rate is \$0.2995 Dth/d. Spire developed rates for interruptible service under Rate Schedule ITS based on a 100 percent load factor derivative of Rate Schedule FTS rates, consistent with Commission precedent.²⁹ Spire has based its proposed Rate Schedule PALS interruptible park and loan service rate to be equivalent to the Rate Schedule ITS recourse rate. Spire's proposed

²⁸ See *Northern Natural Gas Co.*, 105 FERC ¶ 61,299 at P 14 (2003) (stating that the Commission prefers a straight fixed-variable rate design).

²⁹ See *Natural Gas Pipeline Co. of America*, 120 FERC ¶ 61,050 (2007); *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 (2006).

recourse rates are further supported by the financial information included in Exhibits K, L, N, and O.

Currently, the only shipper on the Project that has executed a binding Precedent Agreement with Spire is Laclede, and that Precedent Agreement includes a negotiated rate agreement governing the rates applicable to Laclede's firm transportation service. The terms of Spire's negotiated rate authority are detailed in Section 6.18 in the GT&C of Spire's Tariff.

In the event that Spire files to amend its certificate authorization to increase its initial maximum recourse rate due to construction costs in excess of its initial estimates prior to the in-service date, and the Commission approves such increase, Spire's negotiated rate agreement with Laclede allows it to also increase Laclede's negotiated reservation rate by the same percentage increase as the recourse rate, subject to a cap. In this way, Spire and the Foundation Shipper have allocated between themselves the risks associated with cost overruns, consistent with Commission policy.³⁰

The overall annual cost of service used to design Spire's proposed rates is \$43,924,018. In order to meet the Commission's policy on recognition and treatment of interruptible transportation revenues, Spire has included an ITS revenue credit of \$200,000 to the overall cost of service.³¹

For the recourse rates proposed, Spire has assumed a 50 percent debt and 50 percent equity capital structure. Spire also proposes an overall rate of return of 10.5 percent that

³⁰ See, e.g., *Tractebel Calypso Pipeline, LLC*, 103 FERC ¶ 61,106 at P 35 (2003) ("The [1999 Certificate] Policy Statement asserts that the risks of construction cost overruns should be apportioned between the pipeline and the new customers in their service contracts. Thus, in pipeline contracts for service on newly constructed facilities, pipelines . . . should reach agreement with new shippers concerning who will bear the risks of cost overruns associated with new construction.").

³¹ See, e.g., *Gulf Crossing Pipeline Co. LLC*, 123 FERC ¶ 61,100 at PP 47–48 (2008) (certificate order approving pipeline's allocation from overall cost of service to interruptible service).

incorporates a return on equity of 14 percent and a cost of debt of 7 percent. Spire's proposed debt/equity ratio and capital structure is consistent with recent Commission precedent involving a greenfield pipeline project³² and appropriately reflect the business risks of the Project. Spire has adopted a fifty year depreciable life, which is also consistent with the depreciation rate the Commission has approved for similar projects.³³ Spire proposes to apply a straight line depreciation rate of 2.0 percent for accounting purposes. The proposed depreciation rate is described and supported in Exhibit O.

Spire's Tariff Section 4 specifies the Fuel Use and Lost Gas percentages that will initially apply to Rate Schedules FTS and ITS. The Project does not include any compression, and the proposed Fuel Use and Lost Gas percentages are accordingly calculated to be 0 percent and 0.25 percent, respectively. These percentages are representative of a newly-constructed straight-line pipeline with no compression, and comparable to the initial percentages approved for other new pipelines without compression.³⁴ As detailed in Tariff Section 20, the initial Fuel Use and Lost Gas percentages will be tracked and subject to a true-up mechanism after Spire has gathered actual fuel and loss volume data. Going forward, Spire will then use actual fuel and loss volumes to calculate the fuel use and lost gas adjustment to be used in Tariff Section 4, which will be trued-up and updated through an annual filing to be made with the Commission.

³² See *UGI Sunbury, LLC*, 155 FERC ¶ 61,115 at PP 20–23 (2016).

³³ See, e.g., *Cameron Interstate Pipeline LLC*, 129 FERC ¶ 61,178 at P 5 (2009) (granting a pipeline's proposal to adopt a fifty-year depreciable life); *ONEOK WesTex Transmission, L.P.*, 111 FERC ¶ 61,346 at P 7 (2005) (finding that a fifty-year depreciable life is consistent with Commission policy).

³⁴ *UGI Sunbury, LLC*, 155 FERC ¶ 61,115 at P 25 & n.20.

C. NAESB REQUEST FOR EXTENSIONS OF TIME FOR COMPLIANCE

Spire respectfully requests extensions of time to comply with (1) certain NAESB standards, including those related to Electronic Data Interchange (“EDI”) and Electronic Data Management (“EDM”), (2) NAESB standards governing pooling, and (3) NAESB standards related to index based capacity releases. Spire is a small pipeline with currently only one shipper. Accordingly, Spire believes its operational and market circumstances warrant an extension of time to comply with certain NAESB standards.

With regard to NAESB’s EDI/EDM standards, Spire requests an extension of time to comply with such standards, postponing implementation of the EDI/EDM standards until one hundred fifty (150) days following the receipt of a bona fide request from a Spire shipper to implement EDI or send information via EDM. As a small new interstate pipeline that is not affiliated with an existing interstate gas pipeline system, and therefore has no prior experience or infrastructure in place to manage and maintain the electronic systems necessary for compliance with the Commission’s electronic data requirements for interstate gas pipelines, Spire will rely heavily on a third-party software provider to help manage its informational postings website and to obtain data translation services. Spire submits that complying with the EDI/EDM standards at this time, when it only has one or a very small number of customers, would be unnecessarily burdensome while providing little or no benefit to Spire’s shipper(s). Spire plans to work with its small shipper community to develop the most efficient and effective alternative forms of communication, such as electronic mail, in lieu of EDI/EDM, and its proposed Tariff specifies that such communications may be electronic or by other means agreeable to the parties. Spire has

discussed this approach with its sole prospective shipper and that shipper has raised no objection or concerns.

This request is similar to other small pipelines' requests for deferral of the EDI/EDM standards, where those pipelines have not received requests to send information via EDI/EDM and do not expect such requests, and where the Commission has granted such requests.³⁵ Spire confirms that its website will support and implement the NAESB standards related to informational postings that the Commission has required of other small pipelines and that its website will include links to capacity information, the index of customers, notices, organizational charts, its Tariff and transactional reporting.

Spire also requests an extension of time to comply with the NAESB standards related to pooling. Spire will be a small pipeline system with very few receipt and delivery points. As such, Spire expects that any pooling activity will occur upstream of the interconnection between Spire's pipeline and REX or Enable MRT. The Commission has granted such time extension to other pipeline systems with similar characteristics.³⁶ Accordingly, Spire requests a limited extension of time to postpone implementation of the pooling standards until one hundred fifty (150) days following receipt of a bona fide shipper's request for such service.

Spire also seeks an extension of time to comply with the NAESB standards that require a pipeline to support index based capacity releases. Spire believes that its shippers

³⁵ See *Missouri Interstate Gas, LLC*, 119 FERC ¶ 61,074 at PP 90–91 (2007); *Unocal Windy Hill Gas Storage, LLC*, 115 FERC ¶ 61,218 at P 48 (2006); *Rendezvous Gas Services, L.L.C.*, 112 FERC ¶ 61,141 at P 49 (2005).

³⁶ See, e.g., *MoGas Pipeline LLC*, 157 FERC ¶ 61,036 at P 8 (2016) (granting an extension of time to comply with pooling standards until 180 days following receipt of request from shipper); *Standards for Business Practices of Interstate Natural Gas Pipelines*, 141 FERC ¶ 61,167 at P 16 (2012).

are unlikely to request such releases, and therefore the administrative and technical adjustments necessary to support such releases pose an unnecessary burden. Spire requests a limited extension of time to postpone implementation of the NAESB standards related to index based capacity releases until one hundred fifty (150) days following receipt of a bona fide shipper's request to implement an index based capacity release.

For the Commission's convenience, Spire has included a chart in Exhibit P-2 that specifies the actual NAESB standards for which Spire is hereby seeking extensions of time for compliance, with a description of the standard to which the extension would apply and a reference to the Commission's prior precedent in which analogous extensions were granted. As the Commission has previously determined on multiple occasions for certain small or limited purpose pipelines receiving certificate authorization, it would not be in the public interest to subject Spire to all of the NAESB standards applicable to interstate natural gas pipeline companies, particularly so long as no bona fide shipper on the Spire system seeks such compliance. Spire submits that the grant of such waivers in this situation is both consistent with the public interest and prior Commission precedent.

X. PRECEDENT AGREEMENT AND GAS TRANSPORTATION AGREEMENT

A. PRECEDENT AGREEMENT

The executed, binding Foundation Shipper Precedent Agreement with Laclede, which subscribes for the majority of transportation service to be made available by the Project, provides the firm contractual support needed for the Project to move forward. Reflecting its status as a Foundation Shipper, Laclede's Precedent Agreement includes certain incentives necessary for Laclede to make the substantial, binding commitment

necessary to move forward with the Project.³⁷ Pursuant to the Precedent Agreement, Laclede will, upon the Project's receipt of the Commission's authorizations and satisfaction of other conditions precedent, enter into a Firm Transportation Service Agreement, the *pro forma* version of which is attached to the Precedent Agreement, for a term of twenty (20) years (the "FTS Agreement") and which is further subject to the negotiated rate agreement described above. Spire submits the executed Precedent Agreement with Laclede in the privileged portion of Exhibit I to this Certificate Application.

The Precedent Agreement with Laclede contains sensitive market information, the disclosure of which could competitively harm Spire and Laclede. For this reason, Spire respectfully requests confidential treatment of the accompanying executed Precedent Agreement. As required by the Commission's regulations, a form of protective agreement is included in this Certificate Application in Exhibit Z.

B. FOUNDATION SHIPPER RIGHTS

Spire and Laclede entered into negotiations regarding Spire's providing Laclede with certain rights as a "Foundation Shipper" on the proposed Project in exchange for Laclede's twenty-year commitment for 87.5 percent of the Project capacity. These Foundation Shipper rights include a unilateral extension right for up to two five (5)-year terms, a contractual right of first refusal ("ROFR"), the ability to obtain Foundation or Anchor Shipper status in the event of a future Spire project, and the ability to reduce Laclede's maximum daily transportation quantity if a firm customer of Laclede directly connects with Spire and terminates its customer relationship with Laclede.

³⁷ See *Midcontinent Express Pipeline LLC*, 124 FERC ¶ 61,089 at P 82 (2008).

Commission precedent has made clear that project sponsors may rely on a variety of incentives and benefits to induce potential customers to commit to a pipeline project and may distinguish among various shippers according to factors such as the size of the commitment, the timing of the commitment, the length of the contract, and elasticities of demand.³⁸ The Commission has approved these types of incentives for shippers to make large, long-term commitments to new projects.³⁹

Consistent with Commission precedent, Spire conducted an open season in which the rate and contractual incentives offered to any qualifying Foundation Shipper were transparent and clearly defined, and all potential shippers had an opportunity to take advantage of these incentives. Therefore, Spire can offer these incentives to shippers on a number of grounds without them being unduly discriminatory, and respectfully requests that the Commission find that the rights offered by Spire to its potential Foundation Shippers through Spire's Open Season and accepted by Laclede are permissible.

C. NON-CONFORMING FIRM TRANSPORTATION SERVICE AGREEMENT WITH LACLEDE

Pursuant to Section 4 of the Precedent Agreement, Spire and Laclede will execute the FTS Agreement under Rate Schedule FTS of Spire's proposed Tariff, substantially in the form attached as Exhibit A to the Precedent Agreement. Spire and Laclede will also execute a negotiated rate agreement that will apply to the service Spire provides to Laclede under their executed FTS Agreement.

³⁸ See, e.g., *Millennium Pipeline Co., L.L.C.*, 145 FERC ¶ 61,007 at PP 7–8 & n.8 (2013); *Bison Pipeline LLC*, 132 FERC ¶ 61,231 at P 2 (2010); *Revisions to the Blanket Certificate Regulations and Clarification Regarding Rates*, Order No. 686, FERC Stats. & Regs. ¶ 31,231 at PP 67–68 (2006).

³⁹ *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 at P 23 (2006).

In order to incorporate the rights afforded to Foundation Shippers, the FTS Agreement contains two non-conforming provisions from Spire's *pro forma* Agreement: Laclede's unilateral extension right for up to two five (5)-year terms and Laclede's ability to obtain Foundation or Anchor Shipper status in the event of a future Spire project. The remaining rights afforded to Laclede as a Foundation Shipper do not deviate from Spire's *pro forma* Agreement as set forth in its Tariff.⁴⁰

With regard to the non-conforming provisions, as noted above, Spire offered such benefits to all interested shippers during the Open Season.⁴¹ Furthermore, none of the non-conforming provisions identified above affect the actual terms or quality of service on Spire's proposed pipeline.⁴² Because no other shippers are similarly situated to Laclede, which executed a binding Precedent Agreement with Spire for transportation service on the Project, there is no risk of undue discrimination.⁴³

Spire requests a determination from the Commission in the certificate order that, although each identified contract provision may constitute a material deviation from the *pro forma* FTS Agreement, none of the deviations is unduly discriminatory and the

⁴⁰ The two remaining rights afforded Laclede as a Foundation Shipper are the contractual ROFR and the contract demand reduction provision which authorizes a reduction in Laclede's contract capacity demand in the event that Spire were to sign a contract with a customer of Laclede resulting in bypass of Laclede's system. Both of these provisions are consistent with FERC policy, and are also included as optional provisions in Spire's *pro forma* FTS Agreement, and therefore are not non-conforming provisions. *See id.* (approving a ROFR for the Foundation Shipper); *Kinder Morgan Interstate Gas Transmission LLC*, 125 FERC ¶ 61,236 at PP 3-4 (2008) (permitting a contract capacity reduction provision so long as the pipeline company offers the same right to other eligible shippers).

⁴¹ *Enbridge Pipeline (S. Lights) LLC*, 144 FERC ¶ 61,044 at P 13 (2013) ("The Commission again confirmed that as all potential shippers had been afforded the opportunity to sign up for the Committed Rates, there was no issue of undue discrimination as between committed and uncommitted shippers.").

⁴² *Trailblazer Pipeline Co. LLC*, 149 FERC ¶ 61,176 at P 5 (2014) ("A material deviation may be permissible if the Commission finds that such deviation does not constitute a substantial risk of undue discrimination.").

⁴³ *CenterPoint Energy Gas Transmission Co.*, 104 FERC ¶ 61,280 at P 7 (2003) (permitting non-conforming deviation reflecting "unique status of the shipper that does not affect its service or others" and permitting pipelines to negotiate non-conforming rates "so long as the shipper has the option of choosing recourse service from the pipeline").

deviations are approved by the Commission. Consistent with Commission policy and precedent, Spire has attached, under the public portion of Exhibit I of this Certificate Application, clean and marked versions of the form of FTS Agreement, with the marked version showing differences between the form of FTS Agreement attached as Exhibit A to the Spire/Laclede Precedent Agreement and the *pro forma* FTS service agreement included in Spire's proposed FERC NGA Gas Tariff included in Exhibit P-1. Spire confirms that, prior to the Project's in-service date, Spire will file the executed FTS Agreement reflecting the non-conforming language, along with a tariff record identifying the agreement as non-conforming.

XI. ENVIRONMENTAL MATTERS

By letter order dated July 22, 2016 in Docket No. PF16-9-000, the Commission granted Spire's request to use the Commission's Pre-filing process for its proposed Project. The Pre-filing process affords the Commission's Staff the opportunity to begin conducting its environmental analysis of this Project pursuant to NEPA at an early stage in the Project's development and permitting process. In addition, the process gives substantial opportunity for public engagement and education about the Project, as well as feedback and the opportunity to identify and resolve routing issues early in the Project's development.

Exhibit F-I contains the Environmental Report on Spire's proposed Project. Spire will incorporate the Commission's *Upland Erosion Control, Revegetation and Maintenance Plan* and *Wetland and Waterbody Construction and Mitigation Procedures* (May 2013 versions of both) into the Erosion and Sedimentation Control Plan to be used

for the Project. In addition, Spire will incorporate standard environmental mitigation measures into its construction specifications.

Spire certifies that the Project's facilities will be designed, constructed, installed, inspected, tested, operated, replaced, and maintained in accordance with the Natural Gas Pipeline Safety Act of 1968, as amended and recodified, 49 U.S.C. §§ 60101–60128 (2012), and in compliance with the implementing regulations for that federal law promulgated by the Department of Transportation, 49 C.F.R. Part 192 (2016), and any other applicable safety standards.

Spire also certifies that it will incorporate all environmental information and NEPA compliance requirements into contract bid documents and give appropriate instruction and training to contractors and inspectors in carrying out the Commission's guidelines. Additionally, Spire will continue to be in contact with appropriate stakeholders and authorities to explore additional ways in which Spire may, to the extent practicable, further mitigate any adverse environmental impacts along its route.

XII. LANDOWNER NOTIFICATION AND PUBLIC OUTREACH

Consistent with the Commission's desire for early input by potential stakeholders and with the Commission's endorsement of the use of collaborative procedures in developing new pipeline projects, Spire began meeting with key stakeholders across the Project area in May 2016. Since that time, Spire has worked with governmental agencies, public officials, affected landowners, and other stakeholders to identify issues and respond to them.

Consistent with the Commission's Pre-filing process, Spire initiated an extensive public and agency outreach effort early in the planning phase of the Project. Since the

beginning of the Pre-filing process, Spire has met with and received input from Commission Staff, Federal, state and local agencies, and the public.

Detailed listings of the agencies and other stakeholders with whom Spire has consulted are contained in Tables 1.7-1 and Appendix 1-I of Resource Report 1, and Agency and Stakeholder Correspondence is included in Appendix 1-C of Resource Report 1. A list of applicable permits and approvals, responsible agencies, and the filing status and schedule of each authorization is also contained in Table 1.6-1 of Resource Report 1. Spire submits that, as demonstrated in the Resource Reports (and particularly Resource Report 10, Alternatives), its chosen location for the Project facilities is preferable to other potential construction and routing alternatives from an environmental, cost, effectiveness, and practicability perspective, and that Spire has worked diligently to achieve the most satisfactory location, to the extent practicable, for the affected stakeholders.

Open houses and other public meetings were held beginning in August 2016 at locations near the proposed 24-inch pipeline and near the existing Line 880 to inform the community of the Project and solicit feedback from homeowners, landowners, and other stakeholders regarding issues of concern and strategies to minimize or eliminate impacts to stakeholders. At the open houses, Spire representatives, including land, engineering, construction, environmental, and operations and safety personnel and consultants, were present to receive feedback and answer questions from homeowners, landowners, and other stakeholders. Spire participated in on-site meetings with Commission Staff to review the proposed route and the resources potentially affected by the Project.

Details regarding Spire's efforts to ensure that communities, homeowners, and landowners are aware of and informed about the Project are set forth in Resource Reports 1 and 8 in Exhibit F-I hereto. Included in the referenced reports and exhibit are copies of the information that Spire provided at open house meetings. Homeowners, landowners, and other stakeholders were notified of the open houses by individual notice and by publication of the notice in local news outlets.

To further facilitate stakeholder communications, Spire established a website (<http://www.SpireSTLPipeline.com>), a Project information line (1-844-885-7234), and an email address that stakeholders were invited to utilize to communicate with Spire about the Project (STLPipelineInfo@SpireEnergy.com).

On October 26, 2016, Commission staff issued a Notice of Intent to prepare an Environmental Assessment ("Scoping Notice") to examine the potential environmental impacts associated with Project's construction and operation. The Scoping Notice also scheduled in-person Scoping Sessions for the Project.⁴⁴ Three (3) public Scoping Sessions were held during the week of November 14, 2016 in strategic locations in proximity to the proposed pipeline route in St. Louis, Missouri and Dow and Carrollton, Illinois. Those sessions were organized and hosted by the Commission Staff, and included a court reporter who transcribed the verbal comments for their inclusion in the public record of the Pre-Filing proceeding. The Scoping Sessions offered interested parties an opportunity to provide comments on specific environmental issues and

⁴⁴ Notice of Intent to Prepare an Environmental Assessment for the Planned Spire STL Pipeline Project, Request for Comments on Environmental Issues, and Notice of Public Scoping Sessions, Docket No. PF16-9-000 (Oct. 26, 2016).

concerns that they believed should be addressed by the Commission Staff in its Environmental Assessment.

Overall, Spire has utilized several different approaches to provide information about its proposed Project and solicit input from all stakeholders, including landowners, the offices of the Governors of Illinois and Missouri; members of the MPSC Commission and Staff; state legislators in Illinois and Missouri whose districts are in the Project area; officials from each of the five counties on the proposed route; and congressional district offices for United States Representatives and United States Senators along the route. The Scoping Sessions held by the FERC allowed an additional opportunity to solicit input and address questions from those stakeholders that attended.

In addition, other parties have had an opportunity to submit comments on the Project to the Commission and to review the publicly filed drafts of Spire's Resource Reports in Docket No. PF16-9-000. To the extent practicable, these comments have been incorporated into or otherwise addressed in the proposed Project materials filed herewith, including the final Resource Reports submitted with this Certificate Application in Exhibit F-I.

Section 157.6(d) of the Commission's regulations requires applicants proposing to construct facilities to notify all affected landowners and certain other stakeholders.⁴⁵ A list of all affected landowners – including owners of properties that are directly affected by the proposed activity, owners of properties that abut the Project or the right-of-way associated with the Project, or any landowners with residences within 50 feet of the proposed construction work area – is provided as Appendix 1-G to the Resource Reports,

⁴⁵ See 18 C.F.R. § 157.6(d) (2016).

as required by Section 380.12(c)(10).⁴⁶ Pursuant to the Commission’s regulations, Spire hereby certifies that it will serve all affected landowners with the required landowner notification letter within three (3) days after the Commission issues its Notice of this Certificate Application. Spire will also publish a notice of its filing in local newspapers of general circulation within 14 days after the date that a docket number is assigned to this Application.

XIII. RELATED APPLICATIONS

Spire does not have any other applications or filings pending before the Commission at this time that would directly affect this Certificate Application.

XIV. EXHIBITS

In accordance with Sections 157.14 and 157.16 of the Commission’s Regulations, 18 C.F.R. §§ 157.14, 157.16 (2016), the following Exhibits are attached to this Certificate Application:

- Exhibit A -- Articles of Incorporation and Bylaws. Attached.
- Exhibit B -- State Authorizations. Attached.
- Exhibit C -- Company Officials. Attached.
- Exhibit D -- Subsidiaries and Affiliation. Attached.
- Exhibit E -- Other Pending Applications and Filings. Omitted; there are no other pending applications under Sections 1, 3, 4 or 7 of the Natural Gas Act filed by Spire which directly and significantly affect this Certificate Application.
- Exhibit F -- Location of Facilities. Attached in Volume II.
- Exhibit F-I -- Environmental Report. Attached in Volume II.

⁴⁶ To protect the privacy of those individuals, the list of affected landowners is included in Volume IV of this Certificate Application, and is marked “Contains Privileged Information – Do Not Release.”

Exhibit G --	<u>Flow Diagrams Showing Daily Design Capacity and Reflecting Operation With and Without Proposed Facilities Added.</u> Attached in Volume III.
Exhibit G-I --	<u>Flow Diagrams Reflecting Maximum Capabilities.</u> Omitted. Information reflected in Exhibit G attached in Volume III.
Exhibit G-II --	<u>Flow Diagram Data.</u> Attached in Volume III.
Exhibit H --	<u>Total Gas Supply Data.</u> Omitted; not applicable.
Exhibit I --	<u>Market Data.</u> Attached.
Exhibit J --	<u>Federal Authorizations.</u> Attached.
Exhibit K --	<u>Cost of Facilities.</u> Attached.
Exhibit L --	<u>Financing.</u> Attached.
Exhibit M --	<u>Construction, Operation, and Management.</u> Attached.
Exhibit N --	<u>Schedule of Revenues, Expenses and Income.</u> Attached.
Exhibit O --	<u>Depreciation and Depletion.</u> Attached.
Exhibit P --	<u>Tariff.</u> Attached as Exhibit P-1, along with a chart listing NAESB standards for which time extensions for compliance are sought (attached as Exhibit P-2).
Exhibit Q --	<u>Effect of Acquisition on Existing Contracts and Tariffs.</u> Omitted. There will be no changes to existing contracts or tariffs as the result of the acquisition of Line 880 by Spire. As a new pipeline, Spire's proposed FERC NGA Gas Tariff is attached at Exhibit P-1.
Exhibit R --	<u>Acquisition Contracts.</u> Attached.
Exhibit S --	<u>Accounting.</u> Attached.
Exhibit Z --	<u>Form of Protective Agreement.</u> Attached.

XV. NOTICE

A form of notice suitable for publication in the Federal Register is attached.

XVI. REQUESTED AUTHORIZATIONS AND CONCLUSION

WHEREFORE, in consideration of the foregoing, Spire respectfully requests that the Commission grant it, on or before December 1, 2017:

- (a) a certificate of public convenience and necessity pursuant to Part 157, Subpart A of the Commission's regulations, authorizing Spire to construct, own, operate, and maintain a new natural gas pipeline system for the purpose of transporting natural gas in interstate commerce;
- (b) a blanket certificate, pursuant to Part 157, Subpart F of the Commission's regulations, authorizing certain routine construction, operation, and abandonment activities;
- (c) a blanket certificate, pursuant to Part 284, Subpart G of the Commission's regulations, authorizing Spire to provide transportation service pursuant to an open access tariff and acceptance of its *pro forma* tariff; and
- (d) such other authorizations, approvals, and waivers of certain regulatory requirements, including certain NAESB requirements, as may be necessary to allow Spire to undertake the activities described in this Certificate Application.

Respectfully submitted,

/s/ Michael C. Geiselhart

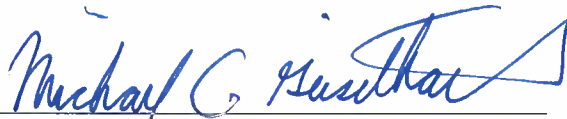
Michael C. Geiselhart
President
Spire STL Pipeline LLC

January 26, 2017


VERIFICATION

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

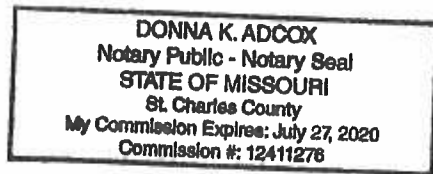
Michael C. Geiselhart, being first duly sworn, states that he is the President of Spire STL Pipeline LLC; that he is authorized to execute this Verification; that he has read the foregoing application and is familiar with the contents thereof; and that all allegations of fact therein contained are true and correct to the best of his knowledge, information, and belief.


Michael C. Geiselhart
President

Subscribed and sworn to before me this 24th day of January, 2017.


Notary Public

My Commission Expires:



7/27/2020

EXHIBIT A

Articles of Incorporation and Bylaws

Copies of (1) the Spire STL Pipeline LLC Articles of Organization filed with the State of Missouri on May 18, 2016, (2) the Certificate of Organization, dated May 18, 2016, issued to Spire STL Pipeline LLC by the State of Missouri, (3) that certain Operating Agreement of Spire STL Pipeline LLC, dated May 18, 2016, (4) that certain Assignment by Spire Inc. of its 100 percent membership interest in Spire STL Pipeline LLC to Spire Pipelines LLC, dated May 26, 2016, and (5) that certain Amendment to Articles of Organization showing the name change from Spire Pipelines LLC to Spire Midstream LLC, dated December 13, 2016; are attached hereto.



State of Missouri
Jason Kander, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

LC001492690
Date Filed: 5/18/2016
Jason Kander
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is
Spire STL Pipeline LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

3. The name and address of the limited liability company's registered agent in Missouri is:

<u>Ellen Theroff</u>	<u>700 Market Street 6th Floor</u>	<u>St. Louis MO 63101</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: managers members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual until either: written consent of Member to dissolve the Company; event of withdrawal with respect to the Member of the Company; entry of decree of dissolution; or, when the company is not the surviving entity in a merger or consolidation.

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address):*

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Theroff, Ellen</u>	<u>700 Market Street</u>	<u>St. Louis MO 63101</u>

7. Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:
Name: <u>Spire Inc.</u>
Address: <u>Email: marcia.polster@spireenergy.com</u>
City, State, and Zip Code: _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Ellen Theroff

Organizer Signature

ELLEN THEROFF

Printed Name

05/18/2016

Date of Signature

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF ORGANIZATION


WHEREAS,

Spire STL Pipeline LLC
LC001492690

filed its Articles of Organization with this office on the 18th day of May, 2016, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Jason Kander, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 18th day of May, 2016, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 18th day of May, 2016.


Secretary of State



OPERATING AGREEMENT OF
SPIRE STL PIPELINE LLC

THIS OPERATING AGREEMENT OF SPIRE STL PIPELINE LLC is executed effective as of the 18th day of May, 2016, by Spire Inc., a corporation (the "Member").

1. Formation of Limited Liability Company. Member is the sole member of SPIRE STL PIPELINE LLC, a Missouri limited liability company (the "Company"). Member has caused the Company to be formed on May 18, 2016, as a limited liability company under the Missouri Limited Liability Company Act (the "Act"), and, as required thereunder, does hereby adopt this Operating Agreement as the operating agreement of the Company. The Company is organized for the purpose of conducting or transacting any lawful businesses or purposes within the State of Missouri or any other jurisdiction.

2. Management of the Company.

(a) Management of the Company is vested in the sole Member of the Company. The Member may exercise all such powers of the Company and do all such lawful acts and things as may be done by a member or manager of a limited liability company under the Act.

(b) The vote, action, decision or consent of the Member shall constitute a valid vote, action, decision or consent of the Company.

3. Implementation of Actions of Member. The decisions and actions of the Member shall be carried out by the Member or such other individuals granted authority to act on behalf of the Member, including the officers of the Company described below (collectively, the "Individuals"), pursuant to decisions made or resolutions adopted from time to time by the Member.

4. Officers.

(a) Election and Removal of Officers. The officers of the Company shall be the President and a Secretary and may include one or more Vice Presidents, each of whom shall be elected by the Member. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Member. Any two or more offices may be held by the same person. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any officer, agent, or other employee elected or appointed by the Member may be removed by the Member, with or without cause, whenever in the Member's judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(b) Vacancies. A vacancy in any office because of death, incapacity, resignation, removal, disqualification or otherwise, may be filled by the Member.

(c) President. The initial President shall be Michael C. Geiselhart. The President shall be the principal executive officer of the Company and shall in general supervise and control all of

the business and affairs of the Company, subject to the Member, to whom the President shall report. The President may sign any deeds, mortgages, bonds, contracts, or other instruments that the Member has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Member or by this Operating Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Member from time to time.

(d) Vice Presidents. Each Vice President, if any, shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Member or the President of the Company.

(e) Secretary. The initial Secretary shall be Ellen L. Theroff. The Secretary shall (i) keep the minutes of the proceedings of the Member in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law; (iii) be custodian of the Company records; (iv) keep a register of the post office address of each member that shall be furnished to the Secretary by such member; and (v) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Member.

(f) Treasurer. The Treasurer, if any, shall in general perform all duties incident to the office of Treasurer and such other duties as may be prescribed by the President from time to time.

5. Term. The Company shall have a perpetual existence until the occurrence of one of the following events in which case the Company shall dissolve:

- (a) The written consent of the Member of the Company to the dissolution of the Company;
- (b) An event of withdrawal with respect to the Member of the Company;
- (c) Entry of a decree of dissolution under Mo. Rev. Stat. § 347.143; or
- (d) When the Company is not the surviving entity in a merger or consolidation.

6. Indemnification.

(a) The Member and the Individuals and their respective affiliates, stockholders, members, managers, directors, officers, partners, employees, agents and representatives (individually, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relate to or arise out of the Company, its assets, business or affairs, if in each of the foregoing cases (i) the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding,

had no reasonable cause to believe such Indemnitee's conduct was unlawful, and (ii) the Indemnitee's conduct did not constitute gross negligence or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. Any indemnification pursuant to this Section 6 shall be made only out of the assets of the Company, and the Member shall not have any personal liability on account thereof.

(b) Expenses (including reasonable legal fees) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in the foregoing Section 6(a) may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Member, only upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 6.

(c) The indemnification and advancement of expenses set forth in this Section 6 shall not be exclusive of any other rights to which one seeking indemnification or advancement of expenses may be entitled under any statute, the Company's Articles of Organization, this Operating Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right that the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Member. The indemnification and advancement of expenses set forth in this Section 6 shall continue as to a person or entity who has ceased to hold the position giving rise to such indemnification and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such a person or entity.

(d) The Company may purchase and maintain insurance of a kind normal and customary in the industry in which the Company conducts business on behalf of any Indemnitee against any liability asserted against an Indemnitee and incurred by an Indemnitee in such capacity, or arising out of such Indemnitee's status as aforesaid, whether or not the Company would have the power to indemnify such Indemnitee against such liability under this Section 6.

(e) To the extent permitted by applicable law, in discharging his or her duties, an Indemnitee shall not be liable to the Company or to the Member for any mistake or error in judgment, or for any act or omission reasonably believed by that Indemnitee, in good faith, to be within the scope of authority conferred by this Agreement or approved by the Member.

7. Profits, Losses and Contributions.

(a) All profits and/or losses shall be allocated to the Member.

(b) Distributions shall be made at such times and in such amounts as determined by the Member.

(c) On or before the date of this Agreement, Member shall have committed to the Company to provide certain capital contributions as specifically set forth on Exhibit A hereto. Except as

specifically set forth in this Section 7(c), Member is not obligated to make any Capital Contributions to the Company.

8. Tax Matters. Pursuant to existing law, so long as the Member is the sole member of the Company, the Company will be disregarded for federal and state income tax purposes. The admission of one or more additional members, however, will cause the Company to be recognized for federal and state income tax purposes, and to be taxed, as a partnership.

9. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without reference to the Missouri rules of conflicts of laws.

(b) This Agreement is solely for the benefit of the Member, and no other person or entity is entitled to rely on, or benefit from, this Agreement or any term hereof.

(c) This Agreement may not be modified, altered, supplemented or amended except in a writing signed by the Member.

IN WITNESS WHEREOF, the Member has caused this Operating Agreement to be duly executed as of the date first written above.

SPIRE INC.

By: _____

Name: Susanne Sitherwood

Title: President and CEO

Exhibit A
to
Operating Agreement of Spire STL Pipeline LLC

Capital Contribution

Name and Address	Initial Capital Contribution	Percentage
Spire Pipelines LLC	\$1,000	100%

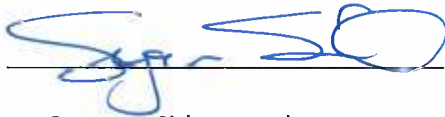
ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Spire Inc. ("Seller") hereby assigns and transfers unto Spire Pipelines LLC ("Buyer"), all of the issued and outstanding limited liability company membership interests of Spire STL Pipeline LLC ("Company") standing in its name on the books of Company, and does hereby irrevocably constitute and appoint any authorized person of Company as attorney to transfer said interest on the books of Company, with full power of substitution in the premises.

Dated: May 26, 2016

Seller:

SPIRE INC.

By: 

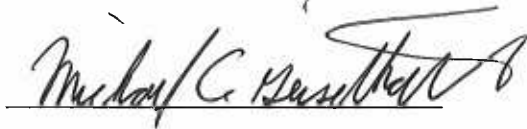
Name: Suzanne Sitherwood

Title: President and CEO

Agreed to and accepted:

Buyer:

SPIRE PIPELINES LLC

By: 

Name: Michael C. Geiselhart

Title: President



State of Missouri
Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC001493188
Date Filed: 12/13/2016
Jason Kander
Missouri Secretary of State

Amendment of Articles of Organization

(Submit with filing fee of \$25.00)

Charter #: LC001493188

1. The current name of the limited liability company is: Spire Pipelines LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this Office)

3. State date of occurrence that required this amendment: December 13, 2016

Month/Day/Year

4. The articles of organization are hereby amended as follows:

Article 1. The name of the Limited Liability Company is Spire Midstream LLC

5. (Check if applicable) This amendment is required to be filed because:

- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
- management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
- a change in the name of the limited liability company.
- a change in the time set forth in the articles of organization for the limited liability company to dissolve.
- adding a series under section 347.039 RSMo. (Form LLC 1A must be attached.)

6. This amendment is (check either or both):

- authorized under the operating agreement
- required to be filed under the provisions of RSMo Chapter 347

(Please see next page)

Name and address to return filed document:

Name: Marcia L. Polster

Address: 700 Market Street

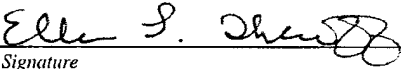
City, State, and Zip Code: St. Louis, MO 63101

ORI-12132016-1650 State of Missouri
No of Pages 2 Pages



Amend/Restate - LLC/LP/LLP/LLLP

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 Ellen L. Theroff December 13, 2016
Authorized Signature *Printed Name* *Date*

Authorized Signature *Printed Name* *Date*

Authorized Signature *Printed Name* *Date*

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

WHEREAS,

Spire Midstream LLC
LC001493188

FORMERLY,

Spire Pipelines LLC

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of December, 2016.


Secretary of State



EXHIBIT B

State Authorizations

Spire STL Pipeline LLC is a limited liability company formed and existing under the laws of the State of Missouri. Spire STL Pipeline LLC is authorized to operate in:

<u>State</u>	<u>Date Authorized</u>
Missouri	May 18, 2016
Illinois	August 30, 2016

Copies of the state authorizations are attached hereto.

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

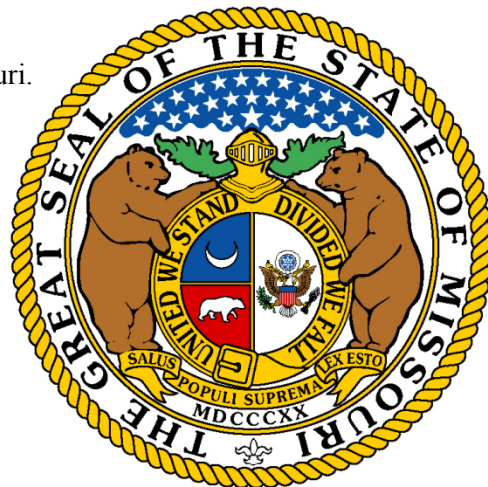
Spire STL Pipeline LLC
LC001492690

filed its Articles of Organization with this office on the 18th day of May, 2016, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Jason Kander, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 18th day of May, 2016, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 18th day of May, 2016.


Secretary of State



STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

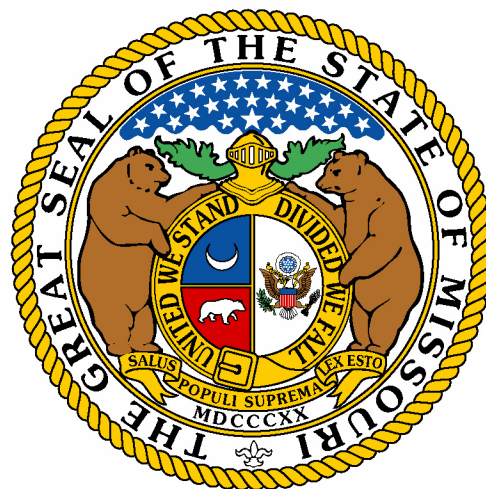
I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Spire STL Pipeline LLC
LC001492690

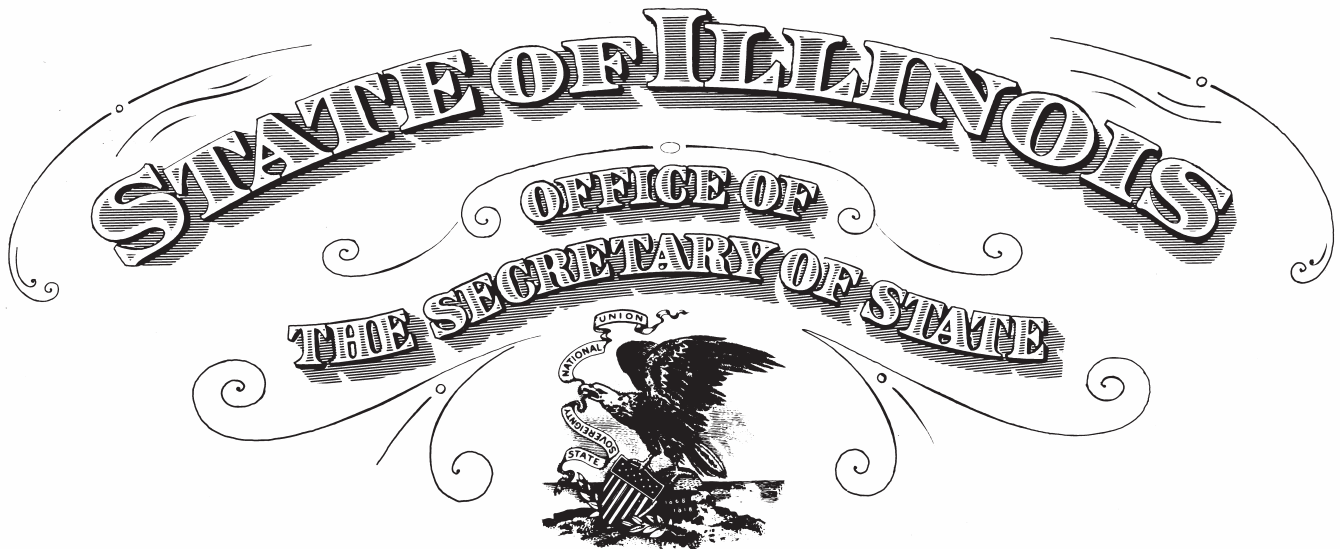
was created under the laws of this State on the 18th day of May, 2016, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of October, 2016.


Secretary of State



Certification Number: CERT-10132016-0072

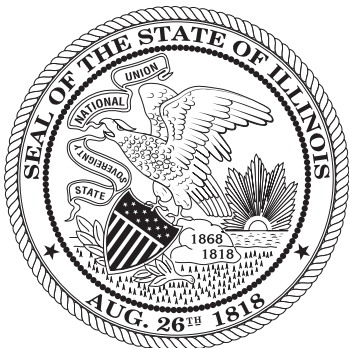


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SPIRE STL PIPELINE LLC, A MISSOURI LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 30, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of OCTOBER A.D. 2016 .



Jesse White

SECRETARY OF STATE

EXHIBIT C

Company Officials

Spire STL Pipeline LLC is a limited liability company formed and existing under the laws of the State of Missouri. The sole Member of Spire STL Pipeline LLC is Spire Midstream LLC. The following is a list of the current officers of Spire STL Pipeline LLC and their addresses:

Officers

Name	Title	Address
Michael C. Geiselhart	President	700 Market St., 6 th Floor St. Louis, MO 63101
Scott E. Jaskowiak	Vice President	700 Market St., 6 th Floor St. Louis, MO 63101
Castor J. Armesto	General Counsel	700 Market St., 6 th Floor St. Louis, MO 63101
Lynn D. Rawlings	Treasurer, Assistant Corporate Secretary	700 Market St., 4 th Floor St. Louis, MO 63101
Ellen L. Theroff	Corporate Secretary	700 Market St., 6 th Floor St. Louis, MO 63101

EXHIBIT D

Subsidiaries and Affiliation

Spire STL Pipeline LLC (“Spire”) is a Missouri limited liability company organized in May 2016 for the special purpose of developing, constructing, owning, and operating the proposed pipeline that is the subject of this Certificate Application. Spire has no subsidiaries.

Spire Midstream LLC owns 100 percent of the membership interests of Spire. Spire Midstream LLC, a Missouri limited liability company, was organized in May 2016 for the special purpose of owning interests in pipeline project entities, the first of which is Spire. Spire Midstream LLC was originally organized as Spire Pipelines LLC and changed its name effective December 13, 2016. Spire Midstream LLC presently has no subsidiaries other than Spire.

Spire Resources LLC owns 100 percent of the membership interests of Spire Midstream LLC. Spire Resources LLC, a Missouri limited liability company, was organized in May 2016 for the purpose of owning interests in midstream and upstream subsidiaries, the first of which is Spire Midstream LLC. Spire Resources LLC presently has no subsidiaries other than Spire Midstream LLC.

Spire Inc. owns 100 percent of the membership interests in Spire Resources LLC. Spire Inc., the ultimate parent of the Spire corporate family, is a publicly traded (NYSE: SR) energy company engaged primarily in natural gas distribution, marketing, vehicle

fueling and, with the advent of Spire and the Project, interstate natural gas transmission.

Spire Inc. has a total market capitalization of about \$2.85 billion.

EXHIBIT F

Location of Facilities

A detailed description and location map of the facilities are submitted in Volume II under Resource Report 1 and in Figure 1.1-1 and Appendices 1-A and 1-B.

EXHIBIT F-I

Environmental Report

The public portions of Exhibit F-I are submitted in Volume II. The remainder of Exhibit F-I contains Privileged and Confidential information regarding agency correspondence, landowner notification information, species-specific reports and surveys, construction information pertaining to wildlife habitats, and cultural resource information that should be treated on a confidential basis and is included separately in Volume IV. This information has been removed for privileged treatment and is marked “**CONTAINS PRIVILEGED INFORMATION – DO NOT RELEASE.**”

EXHIBIT G

**Flow Diagrams Reflecting
Existing Authorized and Proposed Facilities**

SUMMARY

Exhibit G shows the daily design capacity of Spire STL Pipeline LLC's ("Spire") interstate natural gas pipeline system as proposed in this Certificate Application and reflecting all of the proposed facilities, including Line 880, which Spire proposes, as part of this Project, to acquire from Laclede Gas Company and to operate as part of its interstate pipeline system.

Flow diagrams are included separately in Volume III. This information has been removed for privileged treatment and is marked "**CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION – DO NOT RELEASE.**"

EXHIBIT G-II

Flow Diagram Data

Flow diagram data is included separately in Volume III. This information has been removed for privileged treatment and is marked “**CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION – DO NOT RELEASE.**”

EXHIBIT I

Market Data

Spire STL Pipeline LLC's ("Spire") open season notification, announcing the open season for its pipeline project held from August 1, 2016 through August 19, 2016, is attached. As the result of that open season, Spire has entered into one Foundation Shipper Precedent Agreement to date.

The Foundation Shipper Precedent Agreement between Spire and Laclede Gas Company is contained in Volume IV and marked "**CONTAINS PRIVILEGED INFORMATION - DO NOT RELEASE**" consistent with Spire's request for privileged and confidential treatment of the competitively sensitive information contained therein.

Also included in the public portion of this Exhibit I are a clean and marked version of the proposed Firm Transportation Service Agreement between Spire and its Foundation Shipper, Laclede Gas Company. The marked version shows the two foundation shipper terms that are not contained in the proposed *pro forma* Rate Schedule FTS service agreement included in Spire's proposed FERC NGA Gas Tariff, attached hereto as Exhibit P-1. As Spire demonstrates in its certificate application, these two non-conforming provisions are consistent with provisions previously approved by the Commission in other pipeline proceedings as well as just and reasonable, and not unduly discriminatory or preferential.



Spire STL Pipeline LLC Announces Open Season for Firm Natural Gas Transportation Service

August 1, 2016

Overview

Spire STL Pipeline LLC (“Spire”) announces the commencement of an open season (“Open Season”) for firm natural gas transportation service on a proposed new interstate natural gas pipeline that will serve the energy needs of residential, commercial and industrial customers in the St. Louis metropolitan area and surrounding counties in Missouri and southwest Illinois (“Project”). The Project as proposed will consist of approximately 60 miles of new pipeline that will receive gas at the Rockies Express Pipeline LLC (“REX”) interstate natural gas pipeline in Scott County, Illinois and terminate at a bi-directional point of interconnection with the Enable Mississippi River Transmission, LLC (“MRT”) interstate natural gas pipeline in St. Louis County, Missouri. Proposed delivery points include the interconnections with MRT and Laclede Gas Company (“LGC”) in Missouri and Panhandle Eastern Pipe Line Company, LLC (“Panhandle”) in Illinois. In addition, Spire invites proposals for additional points of delivery that are supported by firm transportation service subscriptions.

The Project is expected to be ready for commercial service on November 1, 2018.

This Open Season will commence on Monday, August 1, 2016 and close at 5:00 p.m. CDT on Friday, August 19, 2016 (“Open Season Period”). To be considered for service on the new pipeline, interested parties (“Prospective Shippers”) must submit via email a completed non-binding Service Request Form and information regarding creditworthiness, before the Open Season Period ends, to:

Mr. Scott Jaskowiak
Vice President
Spire STL Pipeline LLC
314-516-8588
STLPipelineBids@SpireEnergy.com

To the extent that capacity remains available in the Project following completion of negotiations with all qualifying Prospective Shippers in the Open Season, Spire reserves the right to negotiate mutually acceptable precedent agreements with any potential shippers for the remaining capacity upon request, irrespective of deadlines herein for execution of precedent agreements.

General Description of Project

As proposed, the Project will consist of approximately 60 miles of new build 24-inch-diameter steel pipeline originating at an interconnection with REX in Scott County, Illinois, extending south through Greene and Jersey Counties in Illinois before crossing the Mississippi River and extending east in St. Charles County, Missouri until crossing the Missouri River and tying into an existing 9-mile, 20-inch-diameter steel transmission pipeline (“Line 880”) in St. Louis County, Missouri that is currently owned and operated by Spire’s local distribution company affiliate, LGC. As part of the proposed Project and subject to LGC’s receipt of approval from the Missouri Public Service Commission (“MPSC”), Spire plans to purchase from LGC Line 880, which will be used to connect the new build part of the Project to the MRT pipeline in St. Louis County, Missouri. The total length of the entire Project will be approximately 70 miles.

The purpose of the Project is to meet the needs of the Project’s Foundation Shipper, LGC, as well as the needs of other shippers in eastern Missouri and southwest Illinois. In particular, the Project will (a) provide an additional source of natural gas to the St. Louis metropolitan area to support LGC’s local distribution service obligations to its approximately 650,000 residential, commercial, and industrial customers in Missouri; (b) provide shippers with access to cost effective natural gas from the prolific Appalachian Basin; (c) support enhanced natural gas transportation reliability for the region that the pipeline will serve; (d) create new commercial and industrial development opportunities in the St. Louis metropolitan area; and (e) provide opportunities for new natural gas infrastructure in southwest Illinois that will help support future commercial and industrial growth as well as residential natural gas service.

The overall design capacity of the pipeline is expected to be 400,000 dekatherms per day (“Dth/d”). The final size and scope of the Project and the amount of capacity to be made available will be fully defined based on definitive commitments reached under precedent agreements with Prospective Shippers following the Open Season. Spire reserves the right to increase the capacity of the Project or to prorate bids received prior to execution of definitive precedent agreements based on maximum available capacity.

Spire will be a natural gas company subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under the Natural Gas Act. The offering of transportation services as contemplated in this Open Season is explicitly subject to and conditioned upon, among other things, Spire’s receipt of all applicable regulatory approvals, from FERC and other governmental authorities with jurisdiction over the Project, in form and substance acceptable to Spire.

Potential Receipt and Delivery Points

As proposed, the Project will include the following receipt and delivery points: Primary receipt point rights will be available at REX and the interconnection of Line 880 with MRT known as Chain of Rocks. Primary delivery point rights are currently anticipated to include various points of interconnection between Spire and LGC as well as the interconnection of Line 880 with MRT at Chain of Rocks and the planned interconnect in southwest Illinois with Panhandle. Primary delivery rights at Chain of Rocks are anticipated to be fully subscribed by Spire’s Foundation Shipper(s).

Interconnect	[R] Receipt [D] Delivery [B] Bi-directional
REX	R
Panhandle	D
LGC - Laclede Aggregate	D

MRT - Chain of Rocks	B
Additional Delivery Points - TBD	D

Spire invites proposals for other potential delivery points along the proposed route to serve firm transportation service needs. Spire will consider such proposals as part of an otherwise qualifying and acceptable request for service on a not unduly discriminatory basis and to the extent such additional delivery points do not adversely affect project operations or the provision of firm service to any Prospective Shipper that has executed a precedent agreement. Prospective Shippers will be responsible for confirming availability of their requested receipt and delivery points with the point operators.

Description of Service Type and Rates

As a FERC-jurisdictional interstate natural gas pipeline, the applicability and character of firm transportation service to be offered by Spire pursuant to the terms of this Open Season will be governed by the terms and conditions of Spire’s FERC NGA Gas Tariff. While this Open Season is requesting bids for firm transportation service, Spire may also request authorization from FERC to provide interruptible transportation service, interruptible park and loan service, and potentially other services, as well.

A shipper transporting gas under a firm transportation service agreement will have firm rights to the agreed upon maximum daily transportation quantity (“MDTQ”).

A cost-based recourse rate will be available for the firm transportation service provided by Spire under the Project. The initial daily maximum recourse reservation rate for firm transportation service is currently estimated to be approximately \$0.23 to \$0.27 per Dth/d. The actual maximum recourse reservation rate may be higher or lower than this estimate, and will be subject to adjustment pursuant to proceedings under the Natural Gas Act. Spire makes no representation or warranty of any kind at this time as to the actual maximum recourse reservation rate that will apply to firm transportation service.

In addition to the reservation rate, firm transportation shippers will be responsible for the applicable usage rate, any applicable surcharges approved by FERC for firm transportation service, and the applicable fuel and losses retention factor (currently anticipated to be based solely on lost and unaccounted for volumes, to be determined through a tariff-governed tracking mechanism).

In addition to the recourse rates, Spire will also consider entering into mutually agreeable negotiated rate agreements, which agreements must be finalized and executed in conjunction with the precedent agreement.

Contract Terms for Transportation Services

Subject to a minimum term requirement of 15 years for Prospective Shippers wishing to receive Foundation Shipper status, a 5-year minimum term is required for a service request to be considered a qualifying service request in the Open Season. While Spire may reject any service requests with shorter terms, it reserves the right to consider any such shorter-term service requests.

Foundation Shipper Status and Benefits

For agreeing to a contract term and level of capacity that will enable Spire to proceed with the Project, Spire proposes to offer appropriate rate and other incentives, as described here, to a category of Prospective Shipper known as “Foundation Shipper.” To be eligible for Foundation Shipper status, a Prospective Shipper must subscribe to a minimum of 150,000 Dth/d of firm transportation service on the Project for a term of not less than 15 years, commencing on the in-service date of the Project.

Foundation Shippers will be exempted from proration of their capacity subscriptions, unless prorationing is necessary to accommodate other Foundation Shippers. In addition, a Foundation Shipper:

- (a) Will have the right to enter into, at the conclusion of the primary term of its firm transportation service agreement, up to two successive unilateral five-year contract term extensions, with the option to elect to maintain the same negotiated rate in effect during the primary term or to change to the then-effective maximum recourse rate during those term extensions;
- (b) Will be eligible for a contractual right of first refusal in addition to the unilateral contract term extensions;
- (c) Will be offered risk sharing associated with potential Project cost changes;
- (d) Will have the right to obtain any foundation or anchor shipper status available in the event of any Spire expansion project;
- (e) Will have the right to reduce its MDTQ proportionately if Spire directly connects its pipeline facilities to an existing natural gas distribution customer of a Foundation Shipper that is a local distribution company; and
- (f) May receive other rate and rate-related benefits not available to non-Foundation Shippers.

Targeted In-Service Date

The Project is expected to be in service starting on November 1, 2018.

Creditworthiness

To be eligible to execute a binding precedent agreement with Spire, a Prospective Shipper must meet certain minimum financial criteria. Specifically, a qualifying Prospective Shipper must demonstrate that it satisfies one of the creditworthiness requirements set forth below (the “Creditworthiness Requirements”):

- (a) Prospective Shipper has a credit rating of at least BBB- by S&P, or Baa3 by Moody’s, or any equivalent credit rating by any other rating agency to which the Parties may agree (“Investment Grade”); provided, however, that in the event that an entity has a credit rating from more than one such agency, such entity shall be deemed to have an Investment Grade credit rating only if all such credit ratings are Investment Grade credit ratings; or
- (b) Prospective Shipper furnishes to Spire a guaranty from a parent company or an affiliated third party that is Investment Grade, where the guaranty (1) extends for the term of the precedent agreement and the firm transportation service agreement, (2) guarantees all payment obligations of Prospective Shipper under the precedent agreement and the firm transportation service agreement, and (3) is in a form reasonably acceptable to Spire; or
- (c) At Prospective Shipper’s cost, Prospective Shipper furnishes to Spire a standby irrevocable letter of credit (in a form reasonably acceptable to Spire) from a qualified institution (the “Letter of Credit”) in an amount up to Prospective Shipper’s proportionate share (as prorated based on the MDTQ among all customers that have a precedent agreement in effect with Spire and/or firm transportation service agreement for service on the Project that will be in effect on the In-Service Date) of the total costs associated with the Project as estimated by Spire, less depreciation following the in-service date; but not to exceed the net present value of Prospective Shipper’s reservation rate responsibility for the primary term of its firm transportation service agreement.

Service Request Form and Follow-Up Process

In order for a service request to be accepted for evaluation, a Prospective Shipper must complete the attached Service Request Form. Prospective Shippers submitting a proposal will be expressing a commitment to contract for firm transportation service on the Project, subject to the negotiation and execution of a precedent agreement with Spire. All proposals received will be treated as confidential, and will not be shared with other potential shippers.

Upon execution of Spire's confidentiality agreement, any interested party may receive a form precedent agreement for the Project upon request.

Once the Open Season Period has ended, Spire will begin the process of negotiating binding precedent agreements and finalizing the Project design and capacity. Any Prospective Shipper that wishes to enter into a binding precedent agreement with Spire must provide evidence that satisfies the creditworthiness requirements described above.

After concluding commercial negotiation of all precedent agreements, Spire will again evaluate the total capacity requested for the proposed Project. If the total capacity requested exceeds the planned scope of the Project, Spire may revise the scope of the Project and/or allocate the available transportation capacity under the Project. If Spire allocates the available transportation capacity under the Project, then the capacity will be allocated as follows:

- (a) If requests from Foundation Shippers exceed the Project capacity, all capacity will be allocated to Foundation Shippers on a pro rata basis based on their requested capacity.
- (b) If requests from Foundation Shippers are less than the Project capacity, any remaining capacity after Foundation Shippers receive their full request will be allocated to the other Prospective Shippers on a not unduly discriminatory basis, which may include a net present value allocation based on rate, term, and quantity of those service requests or any combination of service requests with the highest net present value receiving priority to the capacity.

Contact Information

The information provided in this announcement is intended to assist Prospective Shippers in preparing the attached Service Request Form. All inquiries or requests for additional information or clarifications should be directed to:

Mr. Scott Jaskowiak
Vice President
Spire STL Pipeline LLC
314-516-8588
Scott.Jaskowiak@SpireEnergy.com

Reservations and Limitations

Spire reserves the right to decline to proceed with the Project, to change its route or otherwise modify it, and/or to increase or decrease the capacity of the Project. Spire also reserves the right to reject any and all bids that do not satisfy the requirements set forth in this Open Season announcement, modify the terms of the Open Season or extend the Open Season to accommodate market interest. Without limiting the foregoing, Spire may, but is not required to, reject any request for service in which the Service Request Form is incomplete, is inconsistent with the terms and conditions outlined in this Open Season announcement, contains additional or modified terms, requests rates that do not meet Spire's financial objectives, or is otherwise deficient in any respect. Spire also reserves the right to reject

requests for service in the event Prospective Shippers are unable to meet applicable creditworthiness requirements. No request for service shall be binding upon Spire unless and until duly authorized representatives of both a Prospective Shipper and Spire have executed a binding precedent agreement. Spire reserves the right to reject any Prospective Shipper's valid Request for Service in the event Spire and that Prospective Shipper have not executed a binding precedent agreement within thirty (30) days following the end of the Open Season.

Exhibit A – Project Map

Rockies Express Pipeline

Spire STL Pipeline

Scott

Morgan

Pike

Greene

Macoupin

Jersey

Calhoun

Madison

St. Charles County

Laclede Gas Company Storage

St. Louis County

Enable MRT Pipeline

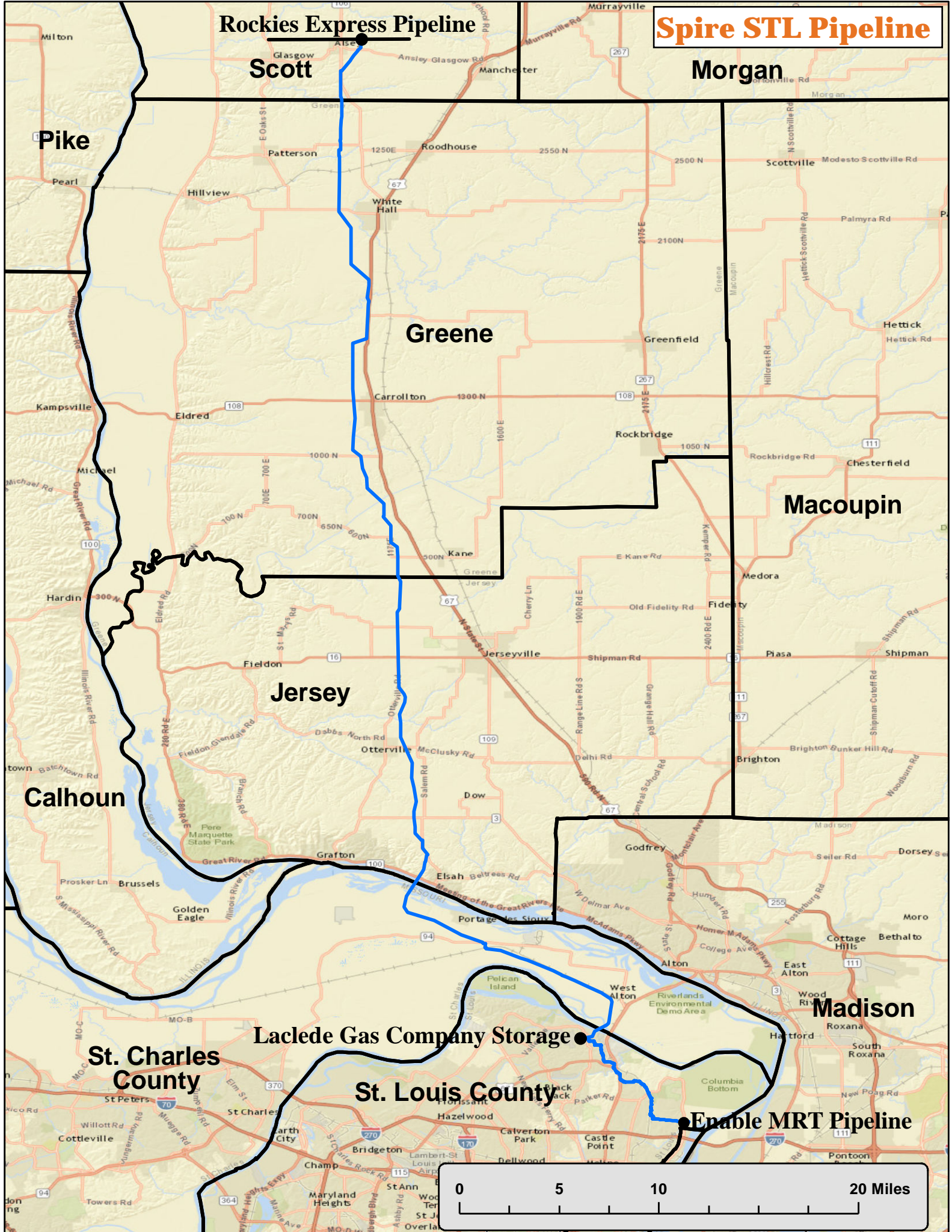
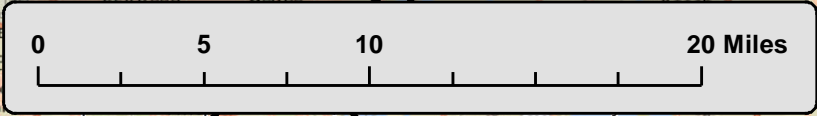


Exhibit B – Service Request Form

Spire STL Pipeline LLC
Open Season
Service Request Form

Prospective Shipper Information

Company Name: _____
Contact Name: _____
Contact Title: _____
Address: _____

Firm Transportation Capacity

Start Date:
 Project In-Service Date (estimated November 1, 2018)
 Other: _____

Contract Term: _____ years
Maximum Daily Transportation Quantity: _____ Dth/d

Daily Reservation Rate:
 Maximum Recourse Rate
 Negotiated Rate: _____ Dth/d

Primary Receipt Point(s): _____
Primary Delivery Points(s): _____

Are you willing to accept an award of capacity for less than the amount above? If yes, what is the minimum amount you would be willing to accept?

Additional information to clarify request:

Credit Information

- Attached
- To be sent separately

Signature

Signature: _____ Telephone: _____
Name: _____ Email: _____

**FIRM TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS**

Contract No. _____

This TRANSPORTATION SERVICE AGREEMENT (this “Agreement”) is made and entered into as of the __ day of _____, 20__, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as “Transporter” or “Spire” and Laclede Gas Company, a Missouri corporation, hereinafter referred to as “Customer,” and, together with Transporter, individually each as a “Party,” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Customer has requested Transporter to provide firm transportation service through the Transporter’s interstate natural gas pipeline system on Customer’s behalf;

WHEREAS, Transporter has sufficient capacity available on Transporter’s system to provide Firm Transportation Service to Customer pursuant to Transporter’s Rate Schedule FTS (Firm Transportation Service) and on the terms specified herein; and

WHEREAS, Customer meets the eligibility criteria for the receipt of Firm Transportation Service from Transporter as set forth in Transporter’s tariff on file with and approved by the Federal Energy Regulatory Commission (“FERC” or “Commission”) as may be amended from time to time (“FERC NGA Gas Tariff”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that Transporter shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the rates and on the terms and conditions specified herein:

ARTICLE I
TERM OF AGREEMENT

1.1 Primary Term. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of twenty (20) years, commencing November 1, 2018, or from such later date when Transporter shall notify Customer that those facilities required to provide Firm Transportation Service to Customer are completed and placed into commercial service.

1.2 Evergreen. At the conclusion of the Primary Term and any extension term agreed to by the Parties, this Agreement shall continue in effect from year to year unless terminated by either Party upon the provision of not less than one (1) year’s prior written notice to the other Party.

1.3 Contractual Right of First Refusal. In accordance with Section 15.3 of the General Terms and Conditions of Transporter's Tariff, Transporter agrees that Customer shall have a Contractual Right of First Refusal.

ARTICLE II TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Transporter at the Receipt Point(s) identified on Appendix 1 to this Agreement, up to the maximum quantities identified for each Receipt Point shown on Appendix 1, and up to a total quantity equal to Customer's Maximum Daily Transportation Quantity ("MDTQ") plus Transporter's applicable Fuel Use and Lost Gas ("F&L") gas retention quantities, and Transporter agrees to tender equivalent quantities of Gas (less applicable retained F&L gas) to or for the account of Customer, on a firm basis, at the Delivery Point(s) and up to the maximum Delivery Point quantities shown on Appendix 1 to this Agreement.

2.2 If requested by Customer, Transporter may provide Transportation Service for daily quantities in excess of the Customer's MDTQ if Transporter can do so without adverse effect on the operation of Transporter's system or Transporter's ability to meet all higher priority service obligations. Any such service will be subject to all applicable rate and non-rate terms specified in Transporter's FERC NGA Gas Tariff for authorized overrun service.

2.3 If a firm customer of Customer ("Bypassing Customer") directly connects with Transporter and terminates its customer relationship with Customer, Customer shall have the right to reduce its MDTQ upon written notice to Transporter, which right must be exercised not more than thirty (30) days after Transporter's direct service to Bypassing Customer has commenced. The amount of the reduction elected by Customer will reflect no more than the amount of capacity Customer had reserved under this Agreement that was no longer needed by Customer to serve on a firm basis those service requirements of the Bypassing Customer that had been terminated. Customer will support its requested MDTQ reduction with sufficient documentation to show its historical firm service relationship with Bypassing Customer (over a period of at least two years), Bypassing Customer's termination of such service by Customer, and Customer's lack of need for that proportion of MDTQ caused by such termination. Following Customer's notice to Transporter, the MDTQ reduction shall be effective on the later of (i) the first day of the second calendar month after Transporter's service to Bypassing Customer has commenced and (ii) the first day of the calendar month after the termination of the Customer's service relationship with Bypassing Customer. Nothing contained in this section will preclude Customer from claiming and exercising any additional rights to reduce its MDTQ available to bypassed local distribution companies under FERC law or policy.

ARTICLE III
POINTS OF RECEIPT/DELIVERY

- 3.1 On each Day during the term specified in Article I,
- a. Customer shall deliver or cause to be delivered Gas nominated and confirmed pursuant to the terms of Transporter's FERC NGA Gas Tariff, plus Fuel Use and Lost Gas as applicable, at the Receipt Point(s). Transporter agrees to accept on a firm basis the quantity nominated by Customer and confirmed by Transporter at the Receipt Point(s) up to the maximum quantity specified for each Receipt Point in Appendix 1 to this Agreement and on an aggregate basis up to Customer's MDTQ specified in Appendix 1, plus the applicable Fuel Use and Lost Gas quantities; and
 - b. Transporter shall transport Customer's nominated and confirmed quantity of Gas on a firm basis from the Receipt Point(s) to the Delivery Point(s); and
 - c. Transporter shall tender to or for the account of Customer, on a firm basis at the Delivery Point(s), equivalent quantities of Gas to the quantity nominated by Customer and confirmed by Transporter at the Receipt Point(s).

3.2 The Primary Receipt Point(s) and Primary Delivery Point(s) are identified in Appendix 1 to this Agreement.

ARTICLE IV
RATES AND CHARGES, FUEL & LOSSES

4.1 Except where a Negotiated Rate or Discounted Rate is applicable, each Month, Customer shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's Rate Schedule FTS and the applicable provisions of the General Terms and Conditions of Transporter's FERC NGA Gas Tariff, as filed with the Commission, for service to a Maximum Lawful Recourse Rate Customer. A Maximum Lawful Recourse Rate Customer shall be charged the maximum applicable Monthly Reservation Rate, Usage Rate, and all applicable charges and surcharges under Transporter's FERC NGA Gas Tariff, and shall be subject to the applicable F&L gas charges or reimbursement percentage(s) set forth in Transporter's FERC NGA Gas Tariff.

4.2 Unless Transporter and Customer agree otherwise in writing, Customer shall pay the maximum applicable Overrun Rates and any applicable penalties set out in Transporter's FERC NGA Gas Tariff.

4.3 It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate regulatory body for changes to any rates, terms, and conditions set forth herein, in Rate Schedule FTS or in the General Terms and Conditions of Transmission Provider's FERC NGA Gas Tariff. Nothing herein contained shall be construed to deny

Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in such rate or tariff change proceedings, by intervention or otherwise, to contest Transporter's filing in whole or in part.

ARTICLE V
NOTICE

Except as may be otherwise provided and agreed to by the Parties in writing, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a Party may desire to give the other shall be in writing and delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by electronic mail (with confirmation by recipient), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the Party intended to receive the same, as the case may be, as follows:

Transporter: Spire STL Pipeline LLC
 700 Market Street
 St. Louis, Missouri 63101

Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
Email: Castor.Armesto@spireenergy.com

Customer: Laclede Gas Company
 700 Market Street
 St. Louis, Missouri 63101

Attention: Scott Woley, Vice President
Facsimile: (314) 658-8466
Email: scott.wolev@spireenergy.com

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS, the applicable Rate Schedule FTS Rate Section, and the General Terms and Conditions ("GT&C") of Transporter's FERC NGA Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS, the Rate Schedule FTS Rate Section, or in the GT&C and used in this Agreement shall be deemed to have the meaning given such terms in Rate Schedule FTS, the Rate Schedule FTS Rate Section, and the GT&C.

ARTICLE VII
MISCELLANEOUS

7.1 This Agreement supersedes and cancels the following contract between the parties hereto effective: None.

7.2 Customer warrants that, to the extent applicable, upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that Customer has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Appendix 1 attached hereto.

7.3 This Agreement will be governed by laws of the State of Missouri, without regard to its conflicts of law rules.

7.4 Nothing in this Agreement shall be deemed to create any rights or obligations between the Parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either Party of the obligation to correct any quantity imbalances, or relieve Customer of the obligation to pay any amounts due hereunder to Transporter.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Spire STL Pipeline LLC

By _____

Its _____

Laclede Gas Company

By _____

Its _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
SPIRE STL PIPELINE LLC
and
LACLEDE GAS COMPANY

Dated: _____, 20__

I. MAXIMUM DAILY TRANSPORTATION QUANTITY: 350,000 Dth/day

II. MAXIMUM PRIMARY RECEIPT POINT RIGHTS:

(1) REX: 350,000 Dth/day

Minimum Receipt Pressure: 900 pounds per square inch gauge, unless otherwise agreed by Spire.

(2) ENABLE MISSISSIPPI RIVER TRANSMISSION
at Chain of Rocks: 150,000 Dth/day

III. MAXIMUM PRIMARY DELIVERY POINT RIGHTS:

LACLEDE AGGREGATE: 350,000 Dth/day

IV. SECONDARY POINTS:

Subject to availability and per Transporter's FERC NGA Gas Tariff, Customer shall have secondary access to all receipt and delivery points on Transporter's system.

V. RATES AND CHARGES:

Check as applicable: Discounted Rate ___; Negotiated Rate X; Maximum Lawful Recourse Rate ___

For Discounted and Negotiated Rates, see Appendix 2 of this Agreement.

VI. FOUNDATION SHIPPER TERMS:

a. Unilateral 5-Year Term Extension Rights. Customer shall have the right, at the conclusion of the Primary Term, to request and receive up to two successive unilateral five (5) year contract term extensions. To exercise the term extension rights provided in this paragraph, Customer must provide notice to Transporter not less than one (1) year prior to termination of the Primary Term of Customer's election to take the first unilateral five (5) year contract extension and whether Customer elects to change to the then-effective maximum lawful recourse rate for the extension term. If Customer exercises its right to elect the first five (5) year contract extension, then Customer shall have the right to elect a second five (5) year term extension by providing notice not less than one year prior to the termination of the first five (5) year extension of its election (and, if it had not previously elected the maximum lawful recourse rate, its determination whether to continue the negotiated rate or to change to the then-effective maximum lawful recourse rate for the second extension term).

b. Future Projects. Customer will have the right to obtain any foundation or anchor shipper status available in the event of any future expansion project undertaken by Transporter.

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
SPIRE STL PIPELINE LLC
and
LACLEDE GAS COMPANY

Dated: _____, 20__
("FTS Agreement")

STATEMENT OF NEGOTIATED RATES

[Terms as set forth in that certain Firm Transportation Negotiated Rate Agreement between Pipeline and Customer dated _____]

**FIRM TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS**

Contract No. _____

This TRANSPORTATION SERVICE AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as “Transporter” or “Spire” and _____, a _____ Laclede Gas Company, a Missouri corporation, hereinafter referred to as “Customer,” and, together with Transporter, individually each as a “Party,” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Customer has requested Transporter to provide firm transportation service through the Transporter’s interstate natural gas pipeline system on Customer’s behalf;

WHEREAS, Transporter has sufficient capacity available on Transporter’s system to provide Firm Transportation Service to Customer pursuant to Transporter’s Rate Schedule FTS (Firm Transportation Service) and on the terms specified herein; and

WHEREAS, Customer meets the eligibility criteria for the receipt of Firm Transportation Service from Transporter as set forth in Transporter’s tariff on file with and approved by the Federal Energy Regulatory Commission (“FERC” or “Commission”) as may be amended from time to time (“FERC NGA Gas Tariff”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that Transporter shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the rates and on the terms and conditions specified herein:

ARTICLE I
TERM OF AGREEMENT

1.1 Primary Term. This Agreement shall be effective as of the date first above written and shall remain in effect for a {Primary} Term of _____ year[s]twenty (20) years, commencing _____, November 1, 2018, or from such later date when Transporter shall notify Customer that those facilities required to provide Firm Transportation Service to Customer are completed and placed into commercial service}.

1.2 Evergreen. At the conclusion of the Primary Term and any extension term agreed to by the Parties, this Agreement shall continue in effect from year to year unless terminated by either Party upon the provision of not less than one (1) year’s prior written notice to the other Party.

1.3 ~~Contractual Right of First Refusal~~. In accordance with Section 15.3 of the General Terms and Conditions of Transporter's Tariff, Transporter agrees that Customer shall have a Contractual Right of First Refusal.

ARTICLE II TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Transporter at the Receipt Point(s) identified on Appendix 1 to this Agreement, up to the maximum quantities identified for each Receipt Point shown on Appendix 1, and up to a total quantity equal to Customer's Maximum Daily Transportation Quantity ("MDTQ") plus Transporter's applicable Fuel Use and Lost Gas ("F&L") gas retention quantities, and Transporter agrees to tender equivalent quantities of Gas (less applicable retained F&L gas) to or for the account of Customer, on a firm basis, at the Delivery Point(s) and up to the maximum Delivery Point quantities shown on Appendix 1 to this Agreement.

2.2 If requested by Customer, Transporter may provide Transportation Service for daily quantities in excess of the Customer's MDTQ if Transporter can do so without adverse effect on the operation of Transporter's system or Transporter's ability to meet all higher priority service obligations. Any such service will be subject to all applicable rate and non-rate terms specified in Transporter's FERC NGA Gas Tariff for authorized overrun service.

2.3 ~~If~~ a firm customer of Customer ("Bypassing Customer") directly connects with Transporter and terminates its customer relationship with Customer, Customer shall have the right to reduce its MDTQ upon written notice to Transporter, which right must be exercised not more than thirty (30) days after Transporter's direct service to Bypassing Customer has commenced. The amount of the reduction elected by Customer will reflect no more than the amount of capacity Customer had reserved under this Agreement that was no longer needed by Customer to serve on a firm basis those service requirements of the Bypassing Customer that had been terminated. Customer will support its requested MDTQ reduction with sufficient documentation to show its historical firm service relationship with Bypassing Customer (over a period of at least two years), Bypassing Customer's termination of such service by Customer, and Customer's lack of need for that proportion of MDTQ caused by such termination. Following Customer's notice to Transporter, the MDTQ reduction shall be effective on the later of (i) the first day of the second calendar month after Transporter's service to Bypassing Customer has commenced and (ii) the first day of the calendar month after the termination of the Customer's service relationship with Bypassing Customer. Nothing contained in this section will preclude Customer from claiming and exercising any additional rights to reduce its MDTQ available to bypassed local distribution companies under FERC law or policy.

ARTICLE III
POINTS OF RECEIPT/DELIVERY

- 3.1 On each Day during the term specified in Article I,
- a. Customer shall deliver or cause to be delivered Gas nominated and confirmed pursuant to the terms of Transporter's FERC NGA Gas Tariff, plus Fuel Use and Lost Gas as applicable, at the Receipt Point(s). Transporter agrees to accept on a firm basis the quantity nominated by Customer and confirmed by Transporter at the Receipt Point(s) up to the maximum quantity specified for each Receipt Point in Appendix 1 to this Agreement and on an aggregate basis up to Customer's MDTQ specified in Appendix 1, plus the applicable Fuel Use and Lost Gas quantities; and
 - b. Transporter shall transport Customer's nominated and confirmed quantity of Gas on a firm basis from the Receipt Point(s) to the Delivery Point(s); and
 - c. Transporter shall tender to or for the account of Customer, on a firm basis at the Delivery Point(s), equivalent quantities of Gas to the quantity nominated by Customer and confirmed by Transporter at the Receipt Point(s).

3.2 The Primary Receipt Point(s) and Primary Delivery Point(s) are identified in Appendix 1 to this Agreement.

ARTICLE IV
RATES AND CHARGES, FUEL & LOSSES

4.1 Except where a Negotiated Rate or Discounted Rate is applicable, each Month, Customer shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's Rate Schedule FTS and the applicable provisions of the General Terms and Conditions of Transporter's FERC NGA Gas Tariff, as filed with the Commission, for service to a Maximum Lawful Recourse Rate Customer. A Maximum Lawful Recourse Rate Customer shall be charged the maximum applicable Monthly Reservation Rate, Usage Rate, and all applicable charges and surcharges under Transporter's FERC NGA Gas Tariff, and shall be subject to the applicable F&L gas charges or reimbursement percentage(s) set forth in Transporter's FERC NGA Gas Tariff.

4.2 Unless Transporter and Customer agree otherwise in writing, Customer shall pay the maximum applicable Overrun Rates and any applicable penalties set out in Transporter's FERC NGA Gas Tariff.

4.3 It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate regulatory body for changes to any rates, terms, and conditions set forth herein, in Rate Schedule FTS or in the General Terms and Conditions of Transmission Provider's FERC NGA Gas Tariff. Nothing herein contained shall be construed to deny

Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in such rate or tariff change proceedings, by intervention or otherwise, to contest Transporter's filing in whole or in part.

ARTICLE V
NOTICE

Except as may be otherwise provided and agreed to by the Parties in writing, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a Party may desire to give the other shall be in writing and delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by electronic mail (with confirmation by recipient), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the Party intended to receive the same, as the case may be, as follows:

Transporter: Spire STL Pipeline LLC
700 Market Street
St. Louis, Missouri 63101

Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
Email: Castor.Armesto@spireenergy.com

Customer: ~~{insert company name and address}~~ Laclede Gas Company
700 Market Street
St. Louis, Missouri 63101

Attention: ~~{Commercial Operations}~~ Scott Woley, Vice President
Facsimile: ~~{insert fax number}~~ (314) 658-8466
Email: ~~{insert email address}~~ scott.woley@spireenergy.com

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS, the applicable Rate Schedule FTS Rate Section, and the General Terms and Conditions ("GT&C") of Transporter's FERC NGA Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS, the Rate Schedule FTS Rate Section, or in the GT&C and used in this Agreement shall be deemed to have the meaning given such terms in Rate Schedule FTS, the Rate Schedule FTS Rate Section, and the GT&C.

ARTICLE VII
MISCELLANEOUS

7.1 This Agreement supersedes and cancels the following contract between the parties hereto effective: None.

7.2 Customer warrants that, to the extent applicable, upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that Customer has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Appendix 1 attached hereto.

7.3 This Agreement will be governed by laws of the State of Missouri, without regard to its conflicts of law rules.

7.4 Nothing in this Agreement shall be deemed to create any rights or obligations between the Parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either Party of the obligation to correct any quantity imbalances, or relieve Customer of the obligation to pay any amounts due hereunder to Transporter.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Spire STL Pipeline LLC

By _____

Its _____

~~{Customer Name}~~
Laclede Gas Company

By _____

Its _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
SPIRE STL PIPELINE LLC
and
~~{CUSTOMER-NAME}~~
LACLEDE GAS COMPANY

Dated: _____, 20__

I. MAXIMUM DAILY TRANSPORTATION QUANTITY: _____dth350,000
Dth/day

II. MAXIMUM PRIMARY RECEIPT POINT RIGHTS:

_____}{(1) REX: _____dth_____
350,000 Dth/day

~~{Minimum Receipt Pressure: 900 pounds per square inch gauge, unless otherwise agreed by Spire.}~~

(2) ENABLE MISSISSIPPI RIVER TRANSMISSION
at Chain of Rocks: _____ 150,000 Dth/day

~~{Maximum Receipt Pressure: _____ pounds per square inch gauge, unless otherwise agreed by Spire.}~~

III. MAXIMUM PRIMARY DELIVERY POINT RIGHTS:

_____}: _____dth/day _____LACLEDE
AGGREGATE: _____ 350,000 Dth/day

~~{Minimum Delivery Pressure: _____ pounds per square inch gauge, unless otherwise agreed by Spire.}~~

~~{Maximum Delivery Pressure: _____ pounds per square inch gauge, unless otherwise agreed by Spire.}~~

IV. SECONDARY POINTS:

Subject to availability and per Transporter's FERC NGA Gas Tariff, Customer shall have secondary access to all receipt and delivery points on Transporter's system.

V. RATES AND CHARGES:

Check as applicable: Discounted Rate ____; Negotiated Rate X; Maximum Lawful Recourse Rate ____

For Discounted and Negotiated Rates, see Appendix 2 of this Agreement.

VI. ~~DISPLACEMENT TRANSPORTATION~~: FOUNDATION SHIPPER TERMS:

~~Customer's [primary receipt][primary delivery][transportation path] rights are dependent upon the existence of offsetting transportation service. —~~

a. Unilateral 5-Year Term Extension Rights. Customer shall have the right, at the conclusion of the Primary Term, to request and receive up to two successive unilateral five (5) year contract term extensions. To exercise the term extension rights provided in this paragraph, Customer must provide notice to Transporter not less than one (1) year prior to termination of the Primary Term of Customer's election to take the first unilateral five (5) year contract extension and whether Customer elects to change to the then-effective maximum lawful recourse rate for the extension term. If Customer exercises its right to elect the first five (5) year contract extension, then Customer shall have the right to elect a second five (5) year term extension by providing notice not less than one year prior to the termination of the first five (5) year extension of its election (and, if it had not previously elected the maximum lawful recourse rate, its determination whether to continue the negotiated rate or to change to the then-effective maximum lawful recourse rate for the second extension term).

b. Future Projects. Customer will have the right to obtain any foundation or anchor shipper status available in the event of any future expansion project undertaken by Transporter.

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT

between
SPIRE STL PIPELINE LLC

and
~~[CUSTOMER NAME]~~
LACLEDE GAS COMPANY

Dated: _____, 20__
("FTS Agreement")

STATEMENT OF ~~[DISCOUNTED]~~ ~~[NEGOTIATED]~~ RATES

~~[INSERT DISCOUNTED OR NEGOTIATED RATE TERMS]~~ Terms as set forth in that certain Firm Transportation Negotiated Rate Agreement between Pipeline and Customer dated _____

EXHIBIT J

Federal Authorizations

The attached table details the following information:

- (1) Federal authorizations required for the Project;
- (2) Issuing Agency for each authorization;
- (3) Date the request(s) for each authorization was submitted or, if the request has not yet been submitted, an explanation as to why the request has not been submitted and an expected submittal date; and
- (4) Date of expected authorizations or requested authorization dates.

Exhibit J				
Federal Authorizations				
Agency or Organization	Permit/Approval	Submittal Date¹ (Anticipated)	Receipt Date¹ (Anticipated)	Comments²
Federal				
FERC	Certificate of Public Convenience and Necessity	January 2017	(December 2017)	
United States Fish and Wildlife Service (“USFWS”), Rock Island Field Office	Threatened and Endangered Species Consultation; Migratory Bird Treaty Act, Bald and Golden Eagle Act	June 2016 (consultation initiated)	(December 2017)	
USFWS, Columbia Field Office	Threatened and Endangered Species Consultation; Migratory Bird Treaty Act, Bald and Golden Eagle Act	Rock Island will be the lead USFWS office	N/A	
United States Army Corps of Engineers (“USACE”), St. Louis District	Section 404, Section 10 [Nationwide Permit (“NWP”) 12]	January 2017	(January 2018)	
	Section 408	January 2017	(January 2018)	
	Real Estate Agreement	January 2017	(May 2018)	
State-Illinois				
Illinois Environmental Protection Agency	401 Water Quality Certification	N/A	N/A	Automatic; No separate submittal required under NWP-12.
	State Operating Permit for Wastewater Discharges	(June 2017)	(September 2017)	Request not submitted yet due to confirmation of water sources and discharge locations.
	General NPDES Permit No. ILR10	N/A	N/A	Oil and gas activities are exempt from submitting for NPDES Construction Stormwater Permit provided that FERC Plan and Procedures and State Best Management Practices are incorporated into construction activities.

Exhibit J				
Federal Authorizations				
Agency or Organization	Permit/Approval	Submittal Date¹ (Anticipated)	Receipt Date¹ (Anticipated)	Comments²
State-Missouri				
Missouri Department of Natural Resources ("MDNR"), St. Louis Regional Office	401 Water Quality Certification	N/A	N/A	Automatic; no separate submittal required under NWP-12.
	Individual 401 Water Quality Certification (crossing of Coldwater Creek)	October 2017	November 2017	
	Hydrostatic Discharge Permit	(April 2017)	(May 2017)	Request not submitted yet due to confirmation of water sources and discharge locations.
	Land Disturbance Permit	(October 2017)	(October 2017)	MDNR will be issuing a new permit in February 2017 which would require resubmittal under the new permit guidelines.

Notes:

N/A - Not Applicable.

¹ Submittal dates and anticipated permit receipt dates are based on schedules discussed with the regulatory agencies.

² All Project required permits will be obtained prior to construction.

EXHIBIT K

Cost of Facilities

Right of Way & Survey/Damages	Estimate based on previous experience and estimated land values.
Environmental	Contract environmental.
Engineering & Inspection	Contract engineering, inspection, construction support and project management.
Materials	Estimate based on current indicative vendor pricing.
Construction/Contractor Labor	Estimate based on current indicative construction contractor pricing.
Other Services & Costs	Company's cost of developing the project up until the in-service date, including project support, office space, office equipment, and other miscellaneous costs.
Overhead	Estimated Company cost for administrative support of the project.
Contingencies	Estimated allowance for unknown items or circumstances that may increase the expenses of the facilities.
AFUDC	AFUDC is calculated based on a 50/50 debt/equity capital structure with a 7 percent assumed cost of debt and 14 percent cost of equity. AFUDC accrual is calculated based on the date of filing of the pre-filing application. Consistent with Commission policy, AFUDC is calculated by taking one-half month's AFUDC on current month's construction expenditures and includes the month's beginning balance of construction expenditures in the allowance base.

Estimated Capital Cost Of Facilities

<u>Line No.</u>	<u>Description</u> (a)	<u>Pipeline</u> (b)	<u>M&R</u> (c)	<u>Total Cost</u> (d)
1	Right of Way & Damages	\$ 11,276,935	\$ 1,252,993	\$ 12,529,927
2	Environmental	\$ 3,746,574	\$ 416,286	\$ 4,162,860
3	Engineering & Inspection	\$ 14,951,552	\$ 1,661,284	\$ 16,612,835
4	Materials	\$ 21,841,132	\$ 14,489,170	\$ 36,330,301
5	Construction/Contractor Labor	\$ 95,649,483	\$ 5,032,000	\$ 100,681,483
6	Other Services & Costs	\$ 8,504,969	\$ 944,997	\$ 9,449,965
7	Overhead	\$ 3,449,999	\$ 383,333	\$ 3,833,332
8	AFUDC	\$ 13,748,550	\$ 1,527,617	\$ 15,276,167
9	Contingency	\$ 19,259,366	\$ 2,139,930	\$ 21,399,296
10				
11	Total Project Capital Costs	<u>\$ 192,428,559</u>	<u>\$ 27,847,608</u>	<u>\$ 220,276,167</u>

EXHIBIT L

Financing

Construction Financing

For the purpose of this filing and presentation in this Exhibit L, it is assumed that Spire will fund the construction of the Project with 50 percent debt (either: (a) an intercompany loan from the parent or (b) a construction loan at the subsidiary level) and 50 percent equity. The terms and conditions applicable to the construction financing and financing after in-service, such as price, maturity and rate, will depend upon the financial market conditions existing at the time the debt is raised. For the purpose of presentation in this Exhibit L, it is assumed that the debt will have an overall cost of 7 percent. The interest rate of 7 percent is based on forward projections of US Treasury bond rates and credit spreads of similar risk investments that exist as of the date of this filing. However, it is the intent of Spire to seek the most favorable terms available in the marketplace at the time of financing. In consideration of several factors, including its proposed capital structure and current and anticipated capital market conditions, particularly as they affect cost of capital for interstate natural gas pipelines, Spire proposes a return on equity of 14 percent.

Supporting Schedules

Exhibit L, Page 1 of 3 – *Pro Forma* Statement of Cash Flow (attached)

Exhibit L, Page 2 of 3 – *Pro Forma* Statement of Income (attached)

Exhibit L, Page 3 of 3 – *Pro Forma* Balance Sheet (attached)

Pro Forma Statement of Cash Flow

Line No.	<u>Description</u> (a)	<u>Year 1</u> (b)	<u>Year 2</u> (c)	<u>Year 3</u> (d)
1	Sources:			
2	Annual Depreciation Expense	\$ 4,405,523	\$ 4,405,523	\$ 4,405,523
3	Net Income	\$ 12,465,630	\$ 9,521,565	\$ 10,949,770
4	Annual Deferred Income Taxes	<u>\$ 2,441,753</u>	<u>\$ 6,104,382</u>	<u>\$ 5,331,160</u>
5	Total Sources	<u>\$ 19,312,907</u>	<u>\$ 20,031,472</u>	<u>\$ 20,686,454</u>
6	Uses:			
7	Debt Retirement	\$ 4,258,194	\$ 4,557,765	\$ 4,878,734
8	Change in Working Capital	\$ -	\$ -	\$ -
9	Available for Stockholder Use	<u>\$ 15,054,714</u>	<u>\$ 15,473,707</u>	<u>\$ 15,807,719</u>
10	Total Uses	<u>\$ 19,312,907</u>	<u>\$ 20,031,472</u>	<u>\$ 20,686,454</u>

Pro Forma Statement of Income

<u>Line</u> <u>No.</u>	<u>Description</u> (a)	<u>Year 1</u> (b)	<u>Year 2</u> (c)	<u>Year 3</u> (d)
1	Operating Revenues	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>
2	Operating Expenses			
3	O&M and A&G Expenses	\$ 5,727,180	\$ 5,841,724	\$ 5,958,558
4	Annual Depreciation Expense	4,405,523	4,405,523	4,405,523
5	Taxes Other Than Income	<u>1,722,000</u>	<u>1,722,000</u>	<u>1,722,000</u>
6	Total Operating Expenses	Lines 3 + 4 + 5 <u>11,854,703.67</u>	<u>11,969,247</u>	<u>12,086,082</u>
7	Operating Income	Line 1 - Line 6 31,869,314	31,754,770	31,637,936
8	Long-Term Debt Expenses	<u>7,489,285</u>	<u>7,121,439</u>	<u>6,780,655</u>
9	Income Before Income Taxes	Line 7 - Line 8 24,380,029	24,633,332	24,857,281
10	Income Taxes			
11	Current Taxes	9,472,646	9,007,384	8,576,351
12	Annual Deferred Income Taxes	<u>2,441,753</u>	<u>6,104,382</u>	<u>5,331,160</u>
13	Total Income Taxes	Line 11 + Line 12 <u>11,914,399</u>	<u>15,111,766</u>	<u>13,907,512</u>
14	Net Income	Line 9 - Line 13 <u>\$ 12,465,630</u>	<u>\$ 9,521,565</u>	<u>\$ 10,949,770</u>

Pro Forma Balance Sheet

Line No.	<u>Description</u> (a)	<u>Year 1</u> (b)	<u>Year 2</u> (c)	<u>Year 3</u> (d)
1	Assets:			
2	Working Capital	\$ 550,690	\$ 550,690	\$ 550,690
3	Current Assets	550,690	550,690	550,690
4	Gross Plant	220,276,167	220,276,167	220,276,167
5	Less: Accumulated Depreciation	4,405,523	8,811,047	13,216,570
6	Net Plant	215,870,643	211,465,120	207,059,597
7	Total Assets	<u>216,421,334</u>	<u>212,015,811</u>	<u>207,610,287</u>
8	Liabilities & Equity:			
9	Accumulated Deferred Income Taxes	\$ 2,441,753	\$ 8,546,135	\$ 13,877,296
10	Long-term Debt	102,731,597	98,173,832	93,295,097
11	Equity	111,247,984	105,295,845	100,437,894
12	Total Liabilities & Equity	<u>\$ 216,421,334</u>	<u>\$ 212,015,811</u>	<u>\$ 207,610,287</u>

EXHIBIT M

Construction, Operation, and Management

Explanatory Statement

Exhibit M consists of the following statement setting forth arrangements for supervision, management, engineering, accounting, legal, or other similar services to be rendered in connection with the construction and operation of the Spire STL Pipeline LLC's facilities as proposed in this application.

Companies that are engaged to provide support for construction, operation, and maintenance will be qualified in accordance with industry standards for the service provided. All contractor and subcontractor employees engaged in on-site project activities will receive training with regard to protection of the environment, including compliance with any environmental requirements specified by the Commission. All such contractor and subcontractor employees will also receive safety training.

Spire STL Pipeline LLC will operate and maintain the pipeline facilities in accordance with all applicable federal and state regulations. The pipeline will be monitored and controlled 24-hours a day. The pipeline will be routinely inspected to observe the right-of-way conditions and to identify indications of pipeline damage or erosion. All inspection will be performed in accordance with Department of Transportation requirements.

EXHIBIT N

Revenues, Expenses and Income

Explanatory Statement

This Exhibit N contains pages 1 through 9, which show the derivation of the revenues, cost of service and rates for the Spire STL Pipeline LLC (“Spire”) facilities. Where applicable, costs and revenues are projected over a three-year period. The rates are designed using the straight fixed-variable rate design and the rate design reflects an interruptible transportation revenue credit of \$200,000 to the system cost of service.

The details of the derivation of the revenues, cost of service and rates are set out as follows:

- Page 1: Presents the derivation of incremental rates based on the costs of the new facilities proposed in this application. Consistent with Commission policy, Spire has included an interruptible transportation revenue credit to the system cost of service.

- Page 2: Presents comparison of anticipated operating revenues versus cost of service for a three-year period.

- Page 3: Summary of anticipated operating revenues for first three years of operation.

- Page 4: Presents the calculation of projected rate base and return for the first three years of operations.

- Page 5: Presents projected operation and maintenance expenses and administrative and general expenses.

- Page 6: Presents the calculation of annual depreciation expense at a depreciation rate of 2 percent and accumulated depreciation for the first three years of operations.
- Page 7: Presents the calculation of Federal income taxes and state income taxes. The taxes are based on a composite income tax rate of 38.74 percent.
- Page 8: Presents the calculation of taxes other than income taxes for the first three years of operation. The other taxes reflected on this exhibit are Ad Valorem taxes.
- Page 9: Reflects the anticipated capital structure, rate of return, and debt costs. Spire has utilized a hypothetical capital structure of 50 percent equity and 50 percent debt and a return on equity of 14 percent. The assumed cost of debt is 7 percent.

Derivation of Rates

Line	<u>Description</u>	<u>Reservation</u>	<u>Usage</u>	<u>Total</u>
	(a)	(b)	(c)	(d)
1	Rate Design:			
2	Rate Schedule FTS 1/	400,000	144,000,000	
3	Rate Schedule ITS	-	-	
4	Total Daily Determinants	400,000		
5	Rate Design Determinants (Line 4 * 12)	<u>4,800,000</u>	<u>144,000,000</u>	
6	Cost of Service:			
7	Rate Schedule FTS	\$ 43,924,018		
8	Interruptible Transportation Revenue Credit 2/	<u>200,000</u>		
9		<u>\$ 43,724,018</u>	\$ -	<u>\$ 43,724,018</u>
10	FTS Rates	\$ 9.1092	\$ -	
11	ITS Rate 3/	\$ 0.2995		
12	Overrun Rate 3/	\$ 0.2995		
13	PAL Rate 3/	\$ 0.2995		
14	Retainage Percentage	0.25%		

1/ Billing determinants are based on system capacity of 400,000 Dth/day

2/ An interruptible transportation revenue credit of \$200,000 has been applied to the total system cost of service.

3/ ITS, PAL and overrun rate based on 100% Load Factor Equivalent of FTS Rates.

Cost of Service and Revenue

<u>Line No.</u>	<u>Description</u> (a)	<u>Exhibit Reference</u> (b)	<u>Year 1</u> (c)	<u>Year 2</u> (d)	<u>Year 3</u> (e)
1	Operating Revenues	Exh. N, P. 3	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>
	Operating Expenses				
2	O&M and A&G Expenses	Exh. N, P. 5	\$ 5,727,180	\$ 5,870,360	\$ 6,017,119
3	Annual Depreciation Expense	Exh. N, P. 6	4,405,523	4,405,523	4,405,523
4	Taxes Other Than Income	Exh. N, P. 8	1,722,000	1,722,000	1,722,000
5	Return	Exh. N, P. 4	22,467,856	21,364,316	20,341,964
6	Federal and State Income Tax	Exh. N, P. 7	9,472,646	9,007,384	8,576,351
7	Tax Gross-up of Amortization of Equity AFUDC		<u>128,811</u>	<u>128,811</u>	<u>128,811</u>
8	Total Cost of Service		\$ 43,924,018	\$ 42,498,395	\$ 41,191,770
9	ITS Revenue Credit		<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>
10	Total Cost of Service less Revenue Credit		<u>\$ 43,724,018</u>	<u>\$ 42,298,395</u>	<u>\$ 40,991,770</u>
11	Revenue in Excess of Cost of Service		<u>\$ -</u>	<u>\$ 1,425,623</u>	<u>\$ 2,732,248</u>

Summary of Anticipated Operating Revenues

<u>Line</u> <u>No.</u>	<u>Description</u> (a)	Year 1 <u>Amount</u> (b)	Year 2 <u>Amount</u> (c)	Year 3 <u>Amount</u> (d)
1	Estimated Revenues	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>	<u>\$ 43,724,018</u>
2	Total Revenues	\$ 43,724,018	\$ 43,724,018	\$ 43,724,018

Rate Base and Return Summary

<u>Line No.</u>	<u>Description</u> (a)	<u>Exhibit Reference</u> (b)	<u>Year 1</u> (c)	<u>Year 2</u> (d)	<u>Year 3</u> (e)
1	Gross Plant	Exhibit K	\$ 220,276,167	\$ 220,276,167	\$ 220,276,167
2	Accumulated Provision for Depreciation	Exhibit N, Page 6	<u>4,405,523</u>	<u>8,811,047</u>	<u>13,216,570</u>
3	Net Gas Plant	(Line 1)-(Line 2)	215,870,643	211,465,120	207,059,597
4	Accumulated Deferred Income Taxes		(2,441,753)	(8,546,135)	(13,877,296)
5	Working Capital		550,690	550,690	550,690
6	Total Rate Base	Line 3)+(Line 4)+(Line5)	213,979,581	203,469,675	193,732,991
7	Rate of Return	Exhibit N, Page 9	10.50%	10.50%	10.50%
8	Return	(Line 6)*(Line 7)	<u>\$ 22,467,856</u>	<u>\$ 21,364,316</u>	<u>\$ 20,341,964</u>

Operation and Maintenance Expenses

Line No.	FERC Acct. No	Account	Year 1 Amount	Year 2 Amount	Year 3 Amount
	(a)	(b)	(c)	(d)	(e)
1		TRANSMISSION OPERATION AND MAINTENANCE EXPENSES			
2		Operation			
3	850	Operation Supervision and Engineering	\$ -	\$ -	\$ -
4	851	System Control and Load Dispatching	-	-	-
5	852	Communication System Expenses	-	-	-
6	856	Mains Expenses	-	-	-
7	857	Measuring and Regulating Station Expenses	-	-	-
8	859	Other Expenses	-	-	-
9	860	Rents	-	-	-
10		TOTAL Operation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
11		Maintenance			
12	861	Maintenance Supervision and Engineering	-	-	-
13	862	Maintenance of Structures and Improvements	-	-	-
14	863	Maintenance of Mains	-	-	-
15	865	Maintenance of Measuring and Regulating Station Equipm	-	-	-
16	866	Maintenance of Communication Equipment	-	-	-
17	867	Maintenance of Other Equipment	-	-	-
18		TOTAL Maintenance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
19		TOTAL Operation and Maintenance Expenses	<u>\$ 2,533,176</u>	<u>\$ 2,596,505</u>	<u>\$ 2,661,418</u>
			Estimated at 1.15% of Gross Plant		
20		ADMINISTRATIVE AND GENERAL EXPENSES			
21		Operation			
22	920	Administrative and General Salaries	\$ -	-	-
23	921	Office Supplies and Expenses	-	-	-
24	923	Outside Services Employed	-	-	-
25	924	Property Insurance	-	-	-
26	925	Injuries and Damages	-	-	-
27	926	Employee Pensions and Benefits	-	-	-
28	928	Regulatory Commission Expenses	-	-	-
29	930	Miscellaneous General Expenses	-	-	-
30	931	Rents	-	-	-
31		TOTAL Operation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
32		Maintenance			
33	932	Maintenance of General Plant	-	-	-
34		TOTAL Administrative and General Expenses	<u>\$ 3,194,004</u>	<u>\$ 3,273,855</u>	<u>\$ 3,355,701</u>
			Estimated at 1.45% of Gross Plant		
35		TOTAL O&M and A&G Expenses	<u>\$ 5,727,180</u>	<u>\$ 5,870,360</u>	<u>\$ 6,017,119</u>

**Calculation of Depreciation Expense
and Accumulated Depreciation Expense**

Line No.	<u>Description</u> (a)	Year 1 <u>Amount</u> (b)	Year 2 <u>Amount</u> (c)	Year 3 <u>Amount</u> (d)
<u>Depreciation</u>				
1	Gross Plant	\$ 220,276,167	\$ 220,276,167	\$ 220,276,167
2	Depreciation Rate	2.00%	2.00%	2.00%
3	Annual Depreciation Expense	<u>\$ 4,405,523</u>	<u>\$ 4,405,523</u>	<u>\$ 4,405,523</u>
4	Accumulated Depreciation Expense	<u>\$ 4,405,523</u>	<u>\$ 8,811,047</u>	<u>\$ 13,216,570</u>

Federal and State Income Taxes

Line No.	<u>Description</u> (a)	<u>Year 1</u> (b)	<u>Year 2</u> (c)	<u>Year 3</u> (d)
1	Return Allowance	\$ 22,467,856	\$ 21,364,316	\$ 20,341,964
2	Less: Interest Cost	<u>7,489,285</u>	<u>7,121,439</u>	<u>6,780,655</u>
3	Taxable Return	<u>\$ 14,978,571</u>	<u>\$ 14,242,877</u>	<u>\$ 13,561,309</u>
4	Federal and State Income Tax	<u>\$ 9,472,646</u>	<u>\$ 9,007,384</u>	<u>\$ 8,576,351</u>

Composite Tax rate	38.74%
Federal Rate	35.00%
State Rate	7.04%
Composite Adjustment	-3.30%

Taxes Other Than Income

<u>Line</u> <u>No.</u>	<u>Description</u> (a)	<u>Year 1</u> (b)	<u>Year 2</u> (c)	<u>Year 3</u> (d)
1	Property (Ad Valorem) Taxes	\$ 1,722,000	\$ 1,722,000	\$ 1,722,000
2	Payroll Taxes	\$ -	\$ -	\$ -
3	Franchise Taxes	\$ -	\$ -	\$ -
4	Total Taxes Other Than Income	<u>\$ 1,722,000</u>	<u>\$ 1,722,000</u>	<u>\$ 1,722,000</u>

Capital Structure and Rate of Return

<u>Line</u> <u>No.</u>	<u>Description</u> (a)	<u>Percent of</u> <u>Total Capital</u> (b)	<u>Cost of</u> <u>Capital</u> (c)	<u>Weighted</u> <u>Cost of Capital</u> (d)
1	Long-Term Debt	50.00%	7.00%	3.50%
2	Common Equity	<u>50.00%</u>	14.00%	<u>7.00%</u>
3	Total	100.00%		10.50%

EXHIBIT O

Depreciation and Depletion

Explanatory Statement

For purposes of developing the depreciation rate set forth in Exhibit N, Spire STL Pipeline LLC estimates a 50-year depreciable life for the pipeline project. The estimated depreciable life results in an average straight-line depreciation rate of 2 percent. This 2 percent depreciation rate was used in the calculation of the annual depreciation expense set forth in Exhibit N.

EXHIBIT P

Tariff

Explanatory Statement

Included in Exhibit P-1 hereto is Spire STL Pipeline LLC's ("Spire") *Pro Forma* FERC NGA Gas Tariff ("Tariff"), Original Volume No. 1, whereby Spire STL Pipeline LLC will provide transportation services. The Tariff contains the General Terms and Conditions, the Rate Schedules and associated form of service agreement for each service to be offered. Spire will offer firm transportation service under rate Schedule FTS, interruptible transportation service under Rate Schedule ITS and interruptible parking and lending service under Rate Schedule PALS.

Spire prepared the Tariff in conformance with the requirements of Parts 154 and 284 of the Commission's regulations. The tariff is in compliance with the Commission-approved North American Standards Board standards in effect at the date of filing. The Tariff is consistent with the Commission's open access policies and precedent, and in compliance with Order Nos. 636 and 637, among other items, secondary point rights, right of first refusal and provisions to effectuate capacity release transactions.

Included in Exhibit P-2 hereto is a chart listing NAESB standards for which time extensions for compliance are sought by Spire.

PRO FORMA FERC NGA GAS TARIFF

Original Volume No. 1

of

SPIRE STL PIPELINE LLC

Filed with

Federal Energy Regulatory Commission

Communications concerning this Tariff should be addressed to:

Castor Armesto, General Counsel
Spire STL Pipeline LLC
700 Market Street
St. Louis, Missouri 63101

Telephone No. (314) 342-3326
Facsimile No. (314) 421-1979

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PRELIMINARY STATEMENT

Spire STL Pipeline LLC (“Spire”) transports natural Gas in interstate commerce by means of a natural Gas pipeline system which it owns and operates pursuant to authority granted by the Federal Energy Regulatory Commission (“FERC”).

Spire’s pipeline system consists of approximately 66 miles of 20-inch and 24-inch diameter high pressure pipeline originating at a point of interconnection with Rockies Express Pipeline LLC (“REX”) in Scott County, Illinois and extending to a bi-directional point of interconnection in St. Louis County, Missouri with Enable Mississippi River Transmission, LLC. Spire also has two delivery interconnects with Laclede Gas Company in St. Louis County, Missouri.

Spire is committed to providing high quality, reliable service to its Customers at reasonable rates. Spire will provide all FERC-jurisdictional service pursuant to the applicable terms and conditions of this FERC NGA Gas Tariff in a manner that is consistent with the Natural Gas Act.

SYSTEM MAP

Select the following link to view the System Map:

[**](#)

STATEMENT OF CURRENTLY EFFECTIVE RATES
 FOR SERVICES
 Rates per Dth

	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Fuel Use 2/</u>	<u>Lost Gas</u>
<u>RATE SCHEDULE FTS 1/</u>				
Charges:				
Reservation	\$9.1092	\$0.0000		
Usage	\$0.0000	\$0.0000	0.00%	0.25%
Authorized Overrun Service	\$0.2995	\$0.0000	0.00%	0.25%

RATE SCHEDULE ITS 1/

Charges:

Usage	\$0.2995	\$0.0000	0.00%	0.25%
Authorized Overrun Service	\$0.2995	\$0.0000	0.00%	0.25%

RATE SCHEDULE PALS 3/

Charges:

Daily Balance Rate	\$0.2995	\$0.0000		
Activity Rate	\$0.2995	\$0.0000		

- 1/ Customer shall also (1) provide Fuel Use and Lost Gas reimbursement based on the percentages set forth above; and (2) pay the applicable Annual Charge Adjustment (“ACA”) Surcharge established by FERC.
- 2/ Spire reserves the right to not assess the Fuel Use percentage when no fuel is used.
- 3/ Rate Schedule PALS service will not be assessed Fuel Use and Lost Gas percentages or the ACA Surcharge.

RATE SCHEDULES

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for the transportation of natural Gas on a firm basis by Spire for any party (hereinafter referred to as Customer), under the following conditions:

(a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with Spire for Rate Schedule FTS service in the form of the service agreement set forth in this Tariff (“FTS Agreement”); and

(b) Spire determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of Gas by Spire pursuant to an FTS Agreement executed by Spire and Customer providing for transportation service each Day on a firm basis up to the Maximum Daily Transportation Quantity (“MDTQ”) and shall be subject to the provisions of the FTS Agreement and this Tariff. Transportation service provided under this rate schedule shall be performed under Subpart B or G of Part 284 of the Commission's regulations.

2.2. Service hereunder shall consist of:

(a) the receipt of quantities of natural Gas by Spire for Customer's account at the receipt point(s) up to the MDTQ, Maximum Quantity(ies), exclusive of Fuel Use and Lost Gas (“F&L”), specified in the FTS Agreement;

(b) the transportation of such quantities of natural Gas by Spire; and

(c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural Gas up to the Maximum Quantity(ies) at the delivery point(s) and/or the MDTQ in accordance with the FTS Agreement.

2.3 Service provided by Spire under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

3. PRIMARY RECEIPT AND DELIVERY POINTS

Spire and Customer may add or delete Primary Receipt and Delivery Point(s) to the FTS Agreement from time to time by mutual agreement, subject to the conditions contained in Section 5 of the General Terms and Conditions, provided Spire can provide service at such

additional point(s) on a firm basis. Unless Spire agrees otherwise, the applicable monthly reservation charge shall not be reduced by a change in the Primary Receipt and Delivery Point(s) originally specified in Customer's FTS Agreement.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be as stated in the STATEMENT OF CURRENTLY EFFECTIVE RATES FOR SERVICES provided in this Tariff, as well as any fees, surcharges and penalties that may apply pursuant to other terms and conditions of this Tariff.

4.2 For all service rendered under this rate schedule, Customer shall pay Spire each Month the sum of the following:

(a) Monthly Reservation Charge - A charge per Month equal to the product of the applicable reservation rate(s) and each of Customer's MDTQ;

(b) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural Gas delivered by Spire at the delivery point(s) during the billing Month;

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

(d) Unauthorized Overrun Service Charge –A charge equal to the product of the authorized overrun rate times the deliveries in excess of Customer's MDTQ which have not been authorized plus a penalty equal to two (2) times the daily index price for the Day on which the unauthorized overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column for REX, Zone 3 delivered, and

(e) Other Fees and Charges - Other fees, surcharges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

4.3 Customer shall reimburse Spire in kind for Fuel Use and Lost Gas. Spire will retain the applicable F&L Percentages of Gas quantities transported for Customer as set forth in the STATEMENT OF CURRENTLY EFFECTIVE RATES FOR SERVICES.

5. MINIMUM MONTHLY BILL

The minimum Monthly bill shall be the reservation charge(s) specified in Section 4 of this rate schedule.

6. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein. If

and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for the transportation of natural Gas on an interruptible basis by Spire for any party (hereinafter referred to as Customer) that submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with Spire for Rate Schedule ITS service in the form of the service agreement set forth in this Tariff (“ITS Agreement”).

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of Gas by Spire pursuant to an ITS Agreement executed by Spire and Customer providing for transportation service each Day on an interruptible basis up to the Maximum Daily Transportation Quantity (“MDTQ”) and shall be subject to the provisions of the ITS Agreement and this Tariff. Transportation service performed under this rate schedule shall be performed under Subpart B or G of Part 284 of the Commission's regulations.

2.2 Service hereunder shall consist of:

- (a) the receipt of such quantities of natural Gas by Spire for Customer's account at the receipt point(s) specified in the ITS Agreement at times when system capacity is available up to the MDTQ, exclusive of Fuel Use and Lost Gas (“F&L”);
- (b) the transportation of such quantities of natural Gas by Spire; and
- (c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural Gas up to the MDTQ at the delivery point(s) in accordance with the ITS Agreement.

2.3 Service provided by Spire under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation and scheduling of capacity and curtailment procedures as set forth in Sections 8 and 9 of the General Terms and Conditions.

2.4 Service hereunder may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of Spire’s system or any part thereof. Any curtailment will be based on the procedures set forth in Section 9.3 of the General Terms and Conditions.

3. RECEIPT AND DELIVERY POINTS

Each Customer under this rate schedule shall be permitted to utilize all Spire receipt and delivery points.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be stated in the STATEMENT OF CURRENTLY EFFECTIVE RATES FOR SERVICES provided in this Tariff, as well as any penalties, fees, or surcharges that may apply pursuant to other terms and conditions of this Tariff.

4.2 For all service rendered under this rate schedule, Customer shall pay Spire the sum of the following:

(a) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural Gas delivered by Spire at the delivery point(s) during the billing 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 Spire during the billing Month;

(c) Unauthorized Overrun Service Charge –A charge equal to the product of the applicable authorized overrun rate times the deliveries in excess of authorized overrun quantities plus a penalty equal to two (2) times the daily index price for the Day on which the unauthorized overrun occurred, as published in “Platt’s Gas Daily,” under the “Midpoint” column for REX, Zone 3 delivered, and

(d) Other Fees and Charges - Other fees, surcharges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

4.3 Customer shall reimburse Spire in kind for Fuel Use and Lost Gas. Spire will retain the applicable F&L Percentages of Gas quantities transported for Customer as set forth in the CURRENTLY EFFECTIVE RATES FOR SERVICES provided in this Tariff.

5. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

RATE SCHEDULE PALS
PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as Customer) that requests parking and/or loan services on an interruptible basis from Spire when:

- (a) Customer submits a valid request for the service as defined in Section 5 of the General Terms and Conditions of this Tariff;
- (b) Spire has reviewed the request and determined that capacity may exist from time to time to perform the interruptible service requested; and
- (c) Customer and Spire have executed a Service Agreement for service under Rate Schedule PALS in the form provided in this Tariff which provides for the parking and/or lending of Gas, unless Spire otherwise agrees

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to the parking of Gas by Customer or the lending of Gas to Customer by Spire, and the subsequent withdrawal or return thereof, pursuant to a Service Agreement executed by Spire and Customer providing for such services on an interruptible basis, up to the quantities agreed to by Spire from time to time, and subject to the provisions of the PALS Agreement and the General Terms and Conditions of this Tariff.

2.2 Service hereunder shall consist of:

- (a) Lending: the receipt by Customer (or crediting to Customer's account) of quantities of Gas from Spire at the point(s) agreed to on Spire's system and the subsequent return of the loaned quantities at the agreed upon time and at the same point(s) or mutually agreed upon point(s) on Spire's system;
- (b) Parking: the receipt of Gas by Spire at the point(s) agreed to on Spire's system, for Customer's account, the holding of the parked quantities by Spire, and the subsequent withdrawal of the parked quantities by Customer, or for its account, at the agreed upon time and at the same point(s) or other mutually agreed upon point(s) on Spire's system, all such services to be in accordance with the applicable PALS Agreement; and
- (c) Title Transfer Tracking Service: Spire's accounting for the transfer of title of parked or loaned quantities from one Customer's account to another Customer's account.

2.3 Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Sections 6.8 and 6.9 of the General Terms and Conditions.

2.4 Customer's Service Agreement shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the PALS Agreement. Each PALS Agreement shall establish the MAQ and applicable quantities contemplated to be parked and/or loaned under the specific transaction, e.g., daily, monthly, the schedule contemplated for return of loaned quantities and/or withdrawal of parked quantities, the term of the transaction (including contemplated schedules), the points and rate(s) applicable.

2.5 Notwithstanding any provisions of this Tariff to the contrary, any particular parking or lending transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Spire and Customer. Customer shall be obligated to return all quantities of Gas loaned by Spire and such return must occur at the agreed to receipt point(s). Customer must make any necessary arrangements with Spire and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon withdrawal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under this Rate Schedule. If Customer and Spire agree that Customer may withdraw parked quantities or return loaned quantities at point(s) other than the initial point(s) of the park or loan, then Customer shall nominate under separate transportation agreement(s) with Spire, and pay rate(s) applicable to such service, to effectuate receipt or delivery of the Gas from or to the other point(s).

2.6 Except as expressly provided for in this Tariff, Customer must nominate any services requested hereunder (including the withdrawal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Spire. All activity would be subject to scheduling; borrowing activity shall be accounted for and tracked separately from parking activity, even if occurring contemporaneously.

Customer's nomination must designate the applicable point(s), quantities applicable thereto, and transportation service agreements, if applicable. Spire may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at a later time than generally provided for in Section 9 of the General Terms and Conditions.

2.7. Customer must return or withdraw Gas in its parked, or borrowed, as applicable, account (a) by the close of the permitted period as specified in Section 2.5 above or (b) within forty-eight (48) hours (or such longer period as may be specified) of receipt of, and in accordance with, a notification from Spire.

2.8 Unless Spire agrees otherwise, return of borrowed Gas shall occur on a first-out, first-in basis and withdrawal of parked Gas shall occur on a first-in, first-out basis.

2.9 If the receipt, return or withdrawal of Gas in Customer's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered at the receipt point(s), or taken at the withdrawal point(s), as applicable, Spire will not debit or credit such deficient quantities to the account(s).

2.10 For purposes of scheduling, allocations and curtailment pursuant to Section 9 of the General Terms and Conditions of this Tariff, services requested or provided under this Rate Schedule shall have a lower priority than all other services, including those under Rate

Schedule ITS, except that the priority for return of loaned Gas when directed by Spire pursuant to Section 2.7(b) above shall be subordinate only to service under Rate Schedules FTS at primary or secondary points. If Spire cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule, Spire shall assign capacity, schedule and/or curtail services hereunder based on determination of highest economic value.

3. RATES

3.1 Parking and Lending Service. The rates charged for parking and lending service hereunder shall consist of the currently effective Activity Rate and Daily Balance Rate set forth in the STATEMENT OF CURRENTLY EFFECTIVE RATES FOR SERVICES provided in this Tariff, as well as any penalties, fees, or surcharges that may apply pursuant to other terms and conditions of this Tariff.

3.2 Title Transfer Tracking Service. The rate charged for title transfer tracking (“TTT”) service shall be \$0.00, provided that any TTT nominations under a PALS Agreement shall be accompanied by corresponding nomination to or from another service agreement, for the same quantity, at the same point, and in the same cycle, and provided that both such corresponding nominations are accepted and scheduled through the nominations process.

4. MONTHLY BILL

4.1 Calculation. The bill for a Month shall be the sum of:

(a) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, at any time during each day, plus

(b) the product of the Daily Balance Rate and the total Dth of parked or loaned Gas in each account at the end of each day excluding the quantities subject to the Activity Rate on such day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

4.2 Other Charges and Retentions.

(a) If Customer fails to return loaned Gas when required to do so under this Rate Schedule, unless Spire otherwise agrees, Customer shall be obligated to pay Spire for the deficient quantities calculated on the same basis used to calculate the Index Sell Price under Section 11 of the General Terms and Conditions using the higher of the applicable price for the Month the Gas was loaned, or for the Month in which return was required, and a premium factor of two (2); provided, however, that if, and to the extent that, Spire had no transport capacity available on its system (including from alternate points) which prevented Customer from arranging for such loaned Gas return, Customer’s deficient quantity payment obligation shall be suspended or delayed until such time as transport necessary to effectuate such return becomes available.

(b) If Customer fails to withdraw from its parked account all (or part, if so directed by Spire) of such Gas when required to do so under this Rate Schedule, unless

Spire otherwise agrees, Spire shall take title to such Gas free and clear of any adverse claims; provided, however, that if, and to the extent that, Spire had no transport capacity available on its system (including to alternate points) which prevented Customer from arranging for such withdrawal on a timely basis, such title transfer shall be suspended or delayed until such time as transport necessary to effectuate such withdrawal becomes available.

(c) A bill for a Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Rate Schedule and/or Tariff.

4.3 Suspension of Daily Balance Rate. If, and to the extent that, Customer nominates to return loaned Gas and Spire does not have any capacity available on its system on that Day to schedule such receipts (including at alternate points), Spire shall suspend the Daily Balance Rate for the quantity of Gas and for the period for which capacity was unavailable.

5. TITLE TRANSFER TRACKING SERVICE

5.1 TTT is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the Gas. Spire will provide title transfer tracking service or such service may be provided by a third party account administrator.

5.2 Any party wishing to either initiate a title transfer or be the recipient of a title transfer must have a PALS Agreement in place with Spire prior to initiating such title transfer. A third party account administrator doing TTT on behalf of a Customer must either (1) be assigned as an agent for a Customer with a PALS Agreement, or (2) apply for and be awarded a PALS Agreement.

5.3 A title transfer may be effectuated by the act of nominating the same quantity at the same point in the same nomination cycle either from one PALS account to another or between a PALS Agreement and an FTS or ITS Agreement, if both corresponding nominations are nominated and scheduled through Spire's nominations process.

6. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PALS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except where expressly stated otherwise, the following terms when used in all rate schedules, the Service Agreements, and these General Terms and Conditions shall have the following meanings:

The term British Thermal Unit ("Btu") shall mean the quantity of heat required to raise the temperature of one (1) pound of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.5oF.) to fifty-nine and five-tenths degrees Fahrenheit (59.5oF.) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 Psia).

The term "Business Day" shall mean Monday through Friday excluding U.S. Federal Banking Holidays.

The term "Central Time" or "CT" shall mean central clock time, whether standard or daylight savings time.

The term "Commission" shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, in the lawful exercise of that jurisdiction, any powers which are exercisable by the Federal Energy Regulatory Commission.

The term "Confirmation by Exception" or "CBE" shall be as defined in NAESB Standard 1.2.11.

The term "Confirming Parties" shall be as defined in NAESB Standard 1.2.10. The term "Confirming Party" shall be as defined in NAESB Standard 1.2.9.

The term "Critical Notices" shall mean those notices Spire posts on its Internet web site that pertain to system conditions that affect scheduling or scheduled and flowing quantities.

The term "Cubic Foot of Gas" shall mean the amount of Gas necessary to fill a cubic foot of space at standard temperature and standard pressure.

The term "Customer" shall mean the party acting either directly or through an agent, for whose account services are provided by Spire pursuant to an executed Service Agreement between Customer and Spire.

A "Day" shall be a period of twenty-four (24) consecutive hours commencing at nine o'clock (9:00) a.m. CT.

The term "Dekatherm" or "Dth" shall mean the quantity of heat energy equivalent to one million Btu. One dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy.

The term "Delivery Point(s)" shall mean the point or points specified in the Service Agreement where Spire agrees to deliver Gas transported for the account of Customer.

The term "Displacement Transportation" shall mean firm transportation service provided by Spire to a Customer in which the receipt, delivery, and/or transportation path is dependent upon the existence of offsetting service. Displacement Transportation includes backhaul and exchange transportation service, as so designated in Customer's FTS Service Agreement.

The term "Elapsed Prorata Capacity" shall mean that portion of the capacity that would theoretically have been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

The term "Fuel Use" shall mean a thermal quantity, expressed as a percent, of all Gas received by Spire into its system which is used in the routine operation and maintenance of Spire's pipeline system.

The term "Gas" shall mean natural Gas that meets the quality standards specified at Section 4 of these General Terms and Conditions.

The term "Lost Gas" shall mean a thermal quantity, expressed as a percent, of all Gas received by Spire into its system which is lost or unaccounted for Gas.

The term "Maximum Quantity(ies)" shall mean, with respect to receipt point(s), the maximum daily quantities of natural Gas, exclusive of fuel, which Spire agrees to receive for Customer at each receipt point. With respect to delivery point(s), the term shall mean the maximum daily quantities of natural Gas, which Spire agrees to deliver for Customer at each such point.

The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas.

The term "Maximum Daily Transportation Quantity" or "MDTQ" shall mean the maximum daily transportation quantity of Gas, which Spire is to stand ready to provide to Customer in the aggregate, in accordance with the terms of a Service Agreement.

The term "MMBtu" shall mean one million (1,000,000) Btu. All references to MMBtu shall be deemed to mean Dth.

A "Month" shall be a period of one calendar month commencing at nine o'clock (9:00) a.m. CT on the first day of such month.

The term "NAESB Standards" shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), as adopted and codified by the Commission in its regulations.

The term "Negotiated Rate" shall have the meaning set forth in Section 19.2 of this Tariff.

The term "Open Season" shall have the meaning set forth in Section 6.3 of these General Terms and Conditions.

The term "Operational Balancing Agreement" ("OBA") shall mean a contract between Spire and the Point Operator of a receipt point or a delivery point which specifies the procedures to manage operating variances at that point of interconnection.

The term "Operational Flow Order" ("OFO") shall mean an order issued to alleviate conditions which threaten or could threaten the safe operations or system integrity of Spire's system or to maintain operations required to provide efficient and reliable firm service.

The term "Point Operator" shall mean the entity that owns and/or operates the facilities immediately upstream of a Receipt Point or downstream of a Delivery Point and whose facilities interconnect with those of Spire.

The term "Prearranged Deal" shall have the meaning set forth in Section 6.4 of these General Terms and Conditions.

The term "Present Value" or "PV" shall have the meaning set forth in Section 6.3(f) of these General Terms and Conditions.

The term "Primary Delivery Point(s)" shall mean the point or points specified in a Customer's FTS Agreement where Spire agrees to deliver the quantity of Gas set forth in the Service Agreement.

The term "Primary Path" shall mean the firm pipeline capacity contracted by Customer between its Primary Receipt Point(s) and its Primary Delivery Point(s), which includes the directional flow of the Gas between such point(s).

The term "Primary Receipt Point(s)" shall mean the point or points specified in a Customer's FTS Agreement where Spire agrees to receive the quantity of Gas set forth in the Service Agreement.

The term "Receipt Point(s)" shall mean the point or points specified in the Service Agreement where Spire agrees to receive Gas for transportation for the account of Customer, exclusive of fuel.

The term "Recourse Rate" shall have the meaning set forth in Section 18.2 of this Tariff.

The term "Right of First Refusal" or "ROFR" shall have the meaning set forth in Section 15 of these General Terms and Conditions.

The term "Secondary Delivery Point(s)" shall mean the point or points available to Customers under Rate Schedule FTS that are within the same rate zone in which Customer currently holds capacity and that are not designated as the Customer's Primary Delivery Point(s) or which Customer desires to use in excess of its Primary Delivery Point Maximum Quantity; provided, that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by Spire to be operationally feasible.

The term "Secondary Path" shall mean the pipeline capacity which may be designated by a firm Customer during segmentation between a receipt point and a delivery point, at least one of which is not within such Customer's Primary Path.

The term "Secondary Receipt Point(s)" shall mean the receipt point(s) available to Customers under Rate Schedules FTS that are within the same rate zone in which Customer currently holds capacity and that are not designated as Customer's Primary Receipt Point(s) in its FTS Agreement or that are designated as a Customer's Primary Receipt Point(s) but which Customer desires to use in excess of its Primary Receipt Point Maximum Quantity.

The term "Service Agreement" shall mean, as applicable, an FTS Agreement, ITS Agreement, PALS Agreement or Replacement Capacity Agreement between Spire and Customer.

The term "Service Identification Number" shall mean the number assigned by Spire to a Service Agreement or a Replacement Capacity Agreement.

The term "Spire" shall mean Spire STL Pipeline LLC.

The term "Standard Pressure" shall mean fourteen and seventy-three hundredths (14.73) pounds per square inch absolute.

The term "Standard Temperature" shall mean sixty degrees (60°) Fahrenheit.

The term "Tariff" shall mean this FERC NGA Gas Tariff of Spire STL Pipeline LLC.

The term "Title Transfer Tracking" or "TTT" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas, as further set forth in Rate Schedule PALS.

A "Year" shall be a period of three hundred sixty-five (365) consecutive days commencing at nine o'clock (9:00) a.m. CT on the first day of such year, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

2. NAESB STANDARDS AND INTERNET WEB SITE

2.1 Spire will maintain an interactive Internet web site, which will contain information relevant to the availability of the services provided under this Tariff, in the manner and level of detail required by the Commission's regulations.

2.2 Spire will have a user-friendly Internet web site and it will contain the information necessary to assist Customers in utilizing Spire's system.

2.3 The Internet web site will be available on a nondiscriminatory basis to any party that has electronic communications equipment compatible with Spire's Internet web site.

2.4 Spire will post on its Internet web site the information required by the Commission's regulations for the duration specified in such regulations.

2.5 Customers will be required to utilize Spire's Internet web site to request service, and execute and amend Service Agreements, to the extent that Spire's Internet web site has the capability to accommodate such contract execution, unless Spire otherwise agrees or emergency events prevent such electronic communication. Spire will designate on its Internet web site the contracts for which it has electronic execution capability, and will provide at least thirty (30) Days' advance notice, via a posting on its Internet web site, of the addition of new contracts to its electronic execution procedures. Prior to entering into any electronic contracts, Customer and Spire will mutually agree in writing to the terms and conditions of the electronic contracting process in an electronic access agreement, and the electronic contracting process shall be subject to any other requirements of applicable statutes and regulations. Any provisions of the Service Agreement or this Tariff requiring that requests, contracts, or amendments thereto, be in writing shall be deemed satisfied when accomplished by such electronic means. Customers and potential Customers, or their authorized agents, who request service, enter into contracts or amendments to contracts, or otherwise use Spire's Internet web site in connection with transportation services, shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Customers or potential Customers in performing any functions, and Spire shall be entitled to rely upon the actions of such representatives. Electronic transactions between Customer and Spire shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper will be admissible to the same extent as other business records originated in written form.

2.6 Spire has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the Tariff record

in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

NAESB Standard

1.3.2 (i-vi)

5.3.2

Tariff Record

Section 6.9 – Nominations, 0.0.0

Section 6.14 – Capacity Release, 0.0.0

Standards Incorporated by Reference:

Additional Standards:

General:

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, 0.2.4, 0.2.5

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:

0.4.1*, 0.4.2*, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Data Sets:

0.4.4*

Nominations Related Standards:

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, and 1.2.19

Standards:

1.3.1*, 1.3.4, 1.3.5*, 1.3.7, 1.3.8*, 1.3.14, 1.3.15, 1.3.16, 1.3.19, 1.3.22, 1.3.24,
1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33*, 1.3.34, 1.3.35,
1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46,
1.3.51, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73,
1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80 and 1.3.81

Data Sets:

1.4.1*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*

Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.15, 2.3.16, 2.3.17,
2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29,
2.3.30, 2.3.31, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48,
2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60,
2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.1*, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Principles:

3.1.1, 3.1.2

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15,
3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.25, 3.3.26

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12,
 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28,
 4.3.30, 4.3.31, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
 4.3.48, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98,
 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.16,
 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29,
 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41,
 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53,
 5.3.54, 5.3.55, 5.3.56*, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23*

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,
 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20,
 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,
 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

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

Standards for which Extension of Time to Comply have been granted:

NAESB Standard	Extension of Time
1.3.3	Extension of Time
1.3.6	Extension of Time
1.3.9*	Extension of Time
1.3.11*	Extension of Time
1.3.13	Extension of Time
1.3.17	Extension of Time
1.3.18	Extension of Time

1.3.20	Extension of Time
1.3.21	Extension of Time
1.3.23	Extension of Time
1.3.48	Extension of Time
1.3.53	Extension of Time
1.3.55	Extension of Time
1.3.56	Extension of Time
1.3.58	Extension of Time
1.3.62	Extension of Time
1.4.2*	Extension of Time
1.4.7*	Extension of Time
2.3.5	Extension of Time
2.3.6	Extension of Time
2.3.11	Extension of Time
2.3.13	Extension of Time
2.3.14	Extension of Time
2.3.32	Extension of Time
2.3.40	Extension of Time
2.4.2	Extension of Time
2.4.6	Extension of Time
2.4.7	Extension of Time
2.4.8	Extension of Time
3.3.6	Extension of Time
3.3.23	Extension of Time
3.3.24	Extension of Time
3.4.1*	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
4.3.1	Extension of Time
4.3.2	Extension of Time
4.3.3	Extension of Time
4.3.42	Extension of Time
4.3.43	Extension of Time
4.3.44	Extension of Time
4.3.45	Extension of Time
4.3.46	Extension of Time
4.3.47	Extension of Time
4.3.49	Extension of Time
4.3.50	Extension of Time
4.3.52	Extension of Time
4.3.53	Extension of Time
4.3.54	Extension of Time
4.3.55	Extension of Time
4.3.57	Extension of Time

4.3.58	Extension of Time
4.3.60	Extension of Time
4.3.61	Extension of Time
4.3.62	Extension of Time
4.3.66	Extension of Time
4.3.67	Extension of Time
4.3.68	Extension of Time
4.3.69	Extension of Time
4.3.72	Extension of Time
4.3.75	Extension of Time
4.3.78	Extension of Time
4.3.79	Extension of Time
4.3.80	Extension of Time
4.3.81	Extension of Time
4.3.82	Extension of Time
4.3.83	Extension of Time
4.3.84	Extension of Time
4.3.85	Extension of Time
4.3.86	Extension of Time
4.3.87	Extension of Time
5.3.10	Extension of Time
5.3.11	Extension of Time
5.3.12	Extension of Time
5.3.62	Extension of Time
5.3.62a	Extension of Time
5.3.63	Extension of Time
5.3.64	Extension of Time
5.3.65	Extension of Time
5.3.66	Extension of Time
5.3.67	Extension of Time
5.3.68	Extension of Time
5.3.69	Extension of Time
5.3.70	Extension of Time
5.3.71	Extension of Time
5.3.72	Extension of Time
5.4.14	Extension of Time
5.4.15	Extension of Time
5.4.16	Extension of Time
5.4.17	Extension of Time
5.4.20	Extension of Time
5.4.21	Extension of Time
5.4.22*	Extension of Time
5.4.23*	Extension of Time
5.4.24*	Extension of Time
5.4.25	Extension of Time

5.4.26*	Extension of Time
5.4.27	Extension of Time
10.3.5	Extension of Time
10.3.6	Extension of Time
10.3.7	Extension of Time
10.3.8	Extension of Time
10.3.9	Extension of Time
10.3.10	Extension of Time
10.3.11	Extension of Time
10.3.14	Extension of Time
10.3.15	Extension of Time
10.3.22	Extension of Time
10.3.23	Extension of Time
10.3.24	Extension of Time

In addition, and related to the data sets listed above, to the extent any of the other standards incorporated by reference in this Section 2 of the General Terms and Conditions implicate the EDI/EDM, that requirement is waived.

2.7 Spire shall notify Customers of intraday bumps, OFOs and Critical Notices in the manner provided in this Tariff unless the Customer has provided Spire with a written request specifying Internet e-mail (up to two Internet e-mail addresses) notification or other agreed upon notification be used. Intraday bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced.

2.8 Emergency Events. The requirements to nominate and implement capacity releases, execute contracts or provide other information electronically set forth in this Tariff shall be inapplicable in an emergency event, which shall be a failure or disruption of Customer's or Spire's electronic communication equipment (including temporary events such as system crashes, outages, or slow response time), Internet, or third party service provider or other similar emergency event which constitutes an event of Force Majeure as defined in Section 13 of these General Terms and Conditions. During such emergency events, Customer shall submit written nominations, implement capacity release transactions in writing, execute contracts in writing, or otherwise provide information in writing. Spire may, on a not unduly discriminatory basis, waive any applicable deadlines and requirements to the extent practicable to accommodate such emergency events.

3. MEASUREMENT PROCEDURES

3.1 Atmospheric Pressure. The atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch.

3.2 Ultrasonic Meters. When ultrasonic meters are used, the Gas delivered shall be measured with meters constructed and installed, and whose computation of volume are made, in accordance with AGA Measurement Committee Report No. 9, with any subsequent amendments or revisions which are acceptable to Spire.

3.3 Orifice Meters. When orifice meters are used, the Gas delivered shall be measured with meters constructed and installed, and whose computations of volume are made, in accordance with the provisions of AGA Measurement Committee Report No. 3 of the American Gas Association (AGA Report No. 3), with any subsequent amendments or revisions which are acceptable to Spire.

3.4 Positive or Turbine Meter. When positive or turbine meters are used, the Gas delivered shall be measured with meters constructed and installed, and whose computations are made, in accordance with the provisions of AGA Measurement Committee Report No. 6 when positive meters are employed, and AGA Measurement Committee Report No. 7 when turbine meters are used, with any subsequent amendments or revisions of either report which are acceptable to Spire.

3.5 Electronic Transducers and Flow Computers. When electronic transducers, flow computers, Gas chromatographs and/or other electronic equipment are used, the Gas delivered shall have its volume, mass and/or energy content computed in accordance with the standards of the American Gas Association as promulgated by AGA Measurement Committee Report Nos. 3, 5, 6, 7, NX-19 and 8, with any subsequent amendments or revisions of the reports which are acceptable to Spire. The parties specifically agree to accept the use of these electronic devices in lieu of mechanical devices with charts.

3.6 Determination of Heating Value and Specific Gravity. The heating value of the Gas shall be expressed in Btu per dry cubic foot of Gas at 14.73 Psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C and dry). The method used and the frequency of measurement for both the heating value and the specific gravity shall be at Spire's sole option provided they are in general use within the natural Gas transmission industry.

3.7 New Measurement Techniques. If at any time during the term hereof a new method or technique is developed with respect to Gas measurement, or the determination of the factors used in such Gas measurement, such new method or technique may be substituted for the method set forth in this Section 3 when, in Spire's sole discretion, employing such new method or technique is advisable. Spire shall notify Customer in writing of any such election prior to actually implementing such substitution.

3.8 Testing and Repair of Equipment. The measurement and appurtenant facilities at the Spire receipt and delivery point(s) shall be kept accurate and in repair by the party operating said facilities. In order to ensure the accuracy of the measuring equipment, the party operating said equipment will perform such tests as it may deem necessary on a monthly basis or as often as Spire deems necessary in actual practice, and will repair and adjust any measuring equipment found to be inaccurate so that the registration thereof will be accurate. Each party agrees to give the other reasonable notice of such tests so that if the other party desires it may have its representatives present.

Each party shall have the right, at any time, to challenge the accuracy of any measuring equipment used hereunder and, when so challenged, the equipment shall be tested by the party operating the challenged equipment. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. Upon giving prior notice of its intent to do so, Spire may require the cost of any such special testing, repair and calibration for equipment operated by Spire to be borne by the party requesting the special test if the percentage of inaccuracy is found to be two percent (2%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment.

If upon any test of the measuring facilities the percentage of inaccuracy exceeds two percent (2%), then the registrations thereof shall be corrected for a period extending back in time to the beginning of the inaccuracy, if such time is ascertainable, and if not ascertainable, then the registrations thereof shall be corrected back one-half (1/2) of the time elapsed since the last date of calibration; however, in no event shall the registrations be corrected for a period extending back in time more than sixteen (16) Days.

In the event that the amount of Gas delivered and/or redelivered hereunder cannot be reasonably ascertained or computed from the measuring equipment, then the volume of the Gas received and/or delivered, as applicable, during such period shall be determined by using the registration of any check meter or meters, if installed and accurately registering; or by estimating the quantity of Gas on the basis of past receipts and/or deliveries, whichever is applicable, made hereunder during periods when similar conditions existed and the meter was registering accurately.

3.9 Inspection of Records. The source documents and data from the measuring equipment shall remain the property of the party or parties operating such equipment at the Spire receipt and/or delivery point(s) and shall be kept on file for a period of not less than three (3) years. Volume statements required for any verification of statements or charges pursuant to Section 17 of these General Terms and Conditions shall also be retained for a period of not less than three (3) years. At any time within such period, upon request of either party, the other party will submit source documents from the measuring equipment, together with calculations therefrom, for the other party's inspection and verification subject to return to the party operating such equipment within thirty (30) Days from receipt thereof.

3.10 Closing of Measurement. If a party other than Spire is in control of measurement information required for preparation of statements and invoices, then unless otherwise

agreed to by Spire, which agreement shall be on a not unduly discriminatory basis, the primary measuring party shall cause such information to be received by Spire such that Spire can close measurement no later than five (5) Business Days after the end of the applicable Month of Gas flow.

4. QUALITY

4.1 General. Customer agrees that the Gas tendered for transport hereunder shall meet the specifications set forth in this section. Spire may reject Gas tendered or delivered by Customer that fails to conform to the quality specifications provided in this Tariff or which, in its reasonable judgment, may cause harm to its facilities or diminish the quality of Gas in its system. Spire may under all circumstances subject, or permit the subjection of, the Gas to compression, heating, cooling, cleaning, and other processes.

4.2 Specifications. Unless otherwise specified in the Service Agreement or Operational Balancing Agreement, or unless Spire waives the specification detailed herein if such waiver will not impair the integrity of Spire's system, the Gas received or delivered under the terms of the Service Agreement or Operational Balancing Agreement shall conform to the following specifications:

(a) Freedom from Objectionable Matter. The Gas shall be commercially free from odors or solid, liquid, or gaseous matter, dust, impurities and gum forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, 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.

(d) Nitrogen. The Gas shall not at any time have a nitrogen content in excess of two and one-half percent (2.5%) by volume.

(e) 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.

(f) Liquids. The Gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered.

(g) 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, measured at a pressure base of 14.73 Psia and at a temperature of sixty degrees Fahrenheit.

(h) Hydrogen Sulphide. The Gas shall not contain more than one-quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet.

(i) Total Sulphur. The Gas shall not contain more than five (5) grains of total sulphur per one hundred (100) cubic feet.

(j) Heating Value. The Gas shall have a gross heating value of not less than nine hundred fifty (950) and not greater than eleven hundred fifty (1,150) Btu per cubic foot of Gas.

(k) Temperature. The Gas shall not be delivered or redelivered at a temperature of less than forty degrees Fahrenheit (40°F) nor in excess of one hundred degrees Fahrenheit (100oF).

(l) Hydrocarbon Dew Point. The Gas shall not have a hydrocarbon dew point (HDP) in excess of twenty degree Fahrenheit. The HDP can usually be obtained when the pentanes and heavier content (C5+) of the Gas is not in excess of two-tenths (0.2) gallons per Mcf at any operating pressure, as determined by a chromatographic analysis using standard equipment performed in accordance with standard industry practices and procedures.

4.3 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.

4.4 Commingling. Spire shall have the unqualified right to commingle Gas received for service hereunder with Gas from other sources. Accordingly, Gas received by Spire shall be subject to such changes as may result from such commingling and Spire shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account Gas identical to that received by Spire. Subject to other terms and provisions of this Tariff, Spire will transport and tender for delivery for the account of Customer such thermally equivalent quantities of Gas, less F&L retained, as it receives for such Customer's account.

4.5 Spire, in its reasonable discretion, may waive, on a non-discriminatory basis, the Gas quality specifications at any receipt point to accept Gas that does not conform to the Gas quality specifications set forth in this section, if Spire determines that such acceptance will not interfere with Spire's ability to: (1) maintain prudent and safe operation of part or all of Spire's system, (2) ensure that such Gas does not adversely affect Spire's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Spire's ability to tender Gas for delivery to a downstream pipeline or end-user.

4.6 If the Gas offered for delivery to Spire by Customer shall fail at any time to conform to any of the specifications set forth herein, then Spire thereupon may, at its option, refuse to accept delivery of such Gas. If Spire does accept delivery of such Gas, Customer shall be liable for all damages and additional expenses caused by such nonconforming Gas.

5. PROCEDURES FOR REQUESTING SERVICE

5.1 All Customers or potential Customers requesting firm transportation service, interruptible transportation service or PALS service must submit a valid request pursuant to Section 5.4 hereof for such service. A request shall be considered valid as of the date received if it contains adequate information with respect to all of the items specified in Section 5.4 below, subject to any necessary verification, and contains the other applicable information required by this Section 5 of the General Terms and Conditions.

5.2 A Customer or a potential Customer must submit a valid request for any of the following:

- (a) A request for Spire to commence service for Customer.
- (b) A request for an increase in Customer's contract quantity.
- (c) A request by an existing firm Customer to add new Primary Receipt or Primary Delivery Point capacity under an existing Service Agreement.
- (d) A request by an existing Customer to extend or renew a Service Agreement that has or will expire and terminate by its own terms.
- (e) A request to consolidate two or more existing Service Agreements.

5.3 A request by an existing Customer to extend the term of a Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service or for an extension pursuant to Section 15.2 of these General Terms and Conditions shall not necessitate the submission of a request for service as required in this Section 5, provided that Customer notifies Spire of such renewal or extension in accordance with the terms of the applicable Service Agreement.

5.4 Other than requests for authorized overrun service which may be contained in Customer's nomination form submitted pursuant to Section 8 of these General Terms and Conditions, requests for discounted rates under existing Service Agreements, and requests to amend interruptible Service Agreements, all requests for service pursuant to Section 5.2 shall be submitted in writing to Spire and shall contain the following information:

- (a) Identity of Customer - The exact legal name, Customer and/or contract identification number (if any), type of legal entity, type of company, state of incorporation or state of qualification to do business, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. 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. For requests for firm services, if Customer is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Customer must keep Spire informed as to changes in the identity of such representatives.

- (b) Type of Service Requested - Under Rate Schedule FTS, ITS or PALS. Unless Spire agrees to allow the Customer to submit one written request to address multiple rate schedules, a separate request must be submitted for each type of service requested.
- (c) Gas Quantities –
- (i) For transportation service requested pursuant to Rate Schedule FTS, the Maximum Daily Transportation Quantity(ies) (MDTQ) stated in Dth in the aggregate and the estimated total quantity(ies) of Gas to be transported or stored during the requested term(s) of service; and, for each receipt and delivery point requested, the maximum daily quantities to be received and delivered at each point.
- (ii) For transportation service requested pursuant to Rate Schedule PALS, the Maximum Aggregate Quantity to be parked or loaned, as applicable, at any one time, quantities, applicable point(s), term or time periods, and rate, if other than maximum recourse, being requested also must be designated.
- (d) Receipt Point(s) - The point(s) at which Customer desires Spire to receive Gas.
- (e) Delivery Point(s) - The point(s) on Spire’s system at which Customer desires the delivery of Gas.
- (f) Limitation on Primary Receipt or Delivery Points Requested - Firm receipt or delivery point capacity that will be available as a result of the expiration of a firm transportation agreement subject to the bidding procedures of Section 15 of these General Terms and Conditions shall not be available for subscription until thirty (30) Days after the close of the bidding process.
- (g) Term of Service - Customer must request a minimum term of the lesser of one (1) calendar Month or thirty (30) Days.
- (h) Certification - Certification is required from Customer that it has the authority to deliver the Gas to Spire’s system for transportation.
- (i) Facilities - Customer must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
- (j) Credit Evaluation - Acceptance of a request for service is contingent upon a satisfactory credit appraisal by Spire, which appraisal and creditworthiness requirements are to be applied as set forth in Section 23 of these General Terms and Conditions.
- (k) Compliance with Tariff - Customer's submission of a request shall constitute a commitment to abide by the terms of the applicable rate schedule, including the General Terms and Conditions.

5.5 Spire shall promptly notify a Customer if it cannot satisfy an otherwise valid request for firm service due to lack of capacity.

5.6 For transportation service requested pursuant to Rate Schedules FTS the sum of all individual maximum Primary Receipt Point quantities set forth in the Service Agreement shall not exceed the MDTQ in the aggregate, and the sum of all individual maximum Primary Delivery Point quantities set forth in the Service Agreement shall not exceed the MDTQ in the aggregate, except in the following circumstances:

(a) Customer's FTS Agreement was entered into as part of a new facilities project in which the additional Primary Point flexibility embedded in such service agreement was included in the project's design; or

(b) Customer has either reimbursed Spire for the costs of all additional facilities deemed by Spire to be necessary to afford Customer the flexibility of Primary Point entitlements in excess of Customer's MDTQ or Customer has agreed, in a contract term extension negotiation as provided in Section 15.2, to increase the Present Value of its FTS Agreement (as calculated in accordance with Section 14 of these General Terms and Conditions) by an amount equivalent to the cost of all such additional facilities or facility modifications.

5.7 Spire may also reject any request, or limit the term of the Service Agreement requested by Customer, if Spire, in its reasonable judgment, determines that the service requested would utilize a portion of Spire's system such that an operational constraint would be created that would likely prevent Spire from utilizing upstream or downstream portions of its system or may detrimentally impact the operational integrity of Spire's system.

5.8 In the event a request does not contain the information specified in Section 5.4 hereof, Spire shall, within ten (10) Days after receipt of such request, inform Customer in writing, or electronically via the Internet if the request was submitted electronically, of the specific items needed to complete a valid request. Customer shall have fifteen (15) Days to provide the specified information. In the event such information is not received within fifteen (15) Days or if Customer's request, as supplemented, remains incomplete and deficient, Customer's request shall be void.

5.9 Contracting For Service

(a) Upon approval of a valid request, Spire shall tender the requesting Customer Service Agreement(s) in the form of agreement set forth in this Tariff.

(b) If Customer fails to execute and return a Service Agreement tendered by Spire within thirty (30) Days of Customer's receipt of the Service Agreement, Spire may consider Customer's request for service withdrawn and the Service Agreement terminated by Customer, both becoming null and void and without any force and effect.

(c) Spire shall not accept a service nomination from a Customer nor schedule service for a Customer until Spire's receipt of Customer's executed Service Agreement (which may be delivered by electronic mail).

6. ADMINISTRATION AND SALE OF AVAILABLE CAPACITY

6.1 Posting of Available Capacity. If at any time Spire determines, in its sole discretion, that it has available transportation capacity which will support additional firm services (or that such capacity will become available within the next ninety (90) Days), then Spire shall post the availability of such capacity on its Internet website and make such capacity available for firm service(s). Spire will have the right, but not the obligation, to conduct an Open Season for available firm capacity. If Spire does not conduct an open season, then prior to awarding any available capacity to a Customer with a term of greater than 31 Days, Spire will conduct the Prearranged Deal procedure before awarding the capacity.

6.2 Reservation of Capacity. Spire shall have the right, at its option, to reserve existing firm transportation capacity that is either presently available or that will become available upon expiration or termination of a service agreement for a future expansion project pursuant to the terms of this section.

(a) Open Season Requirement and Reservation Duration. Prior to reserving capacity, Spire shall post such capacity on its Internet website and conduct an open season pursuant to Section 6.3. Capacity that remains available after the open season may be reserved by Spire for a future expansion project for which the expansion project open season has been held or will be held within twelve (12) Months of the date of Spire's posted notification of the reserved capacity. If the expansion project open season is held within such twelve (12) Month period, Spire may continue to reserve the capacity provided Spire submits its expansion project certificate application within twelve (12) Months of the close of the expansion project open season. If either reservation period lapses without the required action for continuation, Spire will be required to re-post and hold a new open season before it may reserve such capacity for a new twelve (12) Month period under this Section 6.2.(a). If the expansion project is cancelled for any reason, Spire shall post a notice on its Internet website within thirty (30) Days of such cancellation that terminates the reservation and indicates the availability of the capacity.

(b) Interim Sales of Reserved Capacity. Once Spire posts a reservation of capacity for an expansion project pursuant to Section 6.2(a), Spire shall not award such capacity, other than pursuant to the expansion project, unless and until it posts a notice on Spire's Internet website cancelling its reservation of the capacity. Spire may, however, market any capacity reserved under this paragraph on an interim basis for the period prior to the in-service date of the expansion project. The marketing of such interim capacity shall be subject to the terms of this Section 6; provided that Spire reserves the right to limit the term and any renewal rights that might otherwise apply to such service, including Customer's right of first refusal.

6.3 Open Seasons for Available Capacity. Spire may at any time conduct an open season with respect to existing, available capacity. The open season notification will include all particulars with respect to the available capacity as well as the particulars of the

open season process, including the bid solicitation period and any divergence from the evaluation criteria set forth in this Section 6.3.

(a) Minimum Time Periods

(i) For service with a term of 31 Days or less, the open season will be conducted for a minimum of three (3) hours commencing no earlier than 9:00 a.m. CT and ending no later than 3:00 p.m. CT. The winning bidder will be notified not more than two (2) hours after the close of the open season.

(ii) For service with a term of more than 31 Days and less than one (1) year, the open season will be conducted for a minimum of one (1) Day, and the winning bidder will be notified not more than one (1) Business Day after the close of the open season.

(iii) For service with a term of one (1) year or more, the open season will be conducted for a minimum of five (5) Business Days prior to the date service would be available to commence. The winning bidder will be notified not more than two (2) Business Days after the close of the open season.

(b) Best Bid Determination. Spire shall evaluate all bids on a non-discriminatory, objective basis and determine the best bid(s) in conformity with the time period specified in the open season notice and in no event less than the time periods specified in Section 6.3(a). Available capacity shall be allocated to prospective Customers in accordance with one of the following two methods, or such other specific method described in Spire's open season notice:

(i) Highest Present Value of the per unit Reservation Charge to be paid over the term of the service as determined in accordance with Section 6.3.iii hereof; or

(ii) Highest rate bid.

(c) Prerequisites for Qualifying Bids. Spire reserves the right to decline requests for service (i) that offer less than the maximum rate; (ii) that may detrimentally impact the operational integrity of Spire's system; (iii) that do not satisfy all the terms of a specific open season; (iv) for which the requestor does not demonstrate creditworthiness or provide acceptable credit support; (v) that contain terms and conditions other than those set forth in the Tariff; or (vi) that contain contingencies that cannot be removed within a time frame acceptable to Spire. For the purposes of this section, the best bid(s) as calculated above shall be the bid(s) which provide the greatest economic value to Spire.

(d) Treatment of Negotiated Rate Bids. In the event that Spire receives a bid at a Negotiated Rate or at a rate to be determined under a Negotiated Rate Formula, for the purpose of determining the greatest economic value to Spire, the value of such rate shall be determined in accordance with the provisions of this Section 6.3 and Section 18 of the General Terms and Conditions and shall in no event exceed the Recourse Rate.

In the event that Spire receives a bid at a Negotiated Rate or a rate under a Negotiated Rate Formula that includes a revenue guarantee such as a usage charge associated with a minimum volume commitment, Spire shall calculate the present value per unit of the rate generated by such bid, to the extent of any revenue guarantee such as a minimum volume commitment, in the same manner that it determines the present value of the per unit Reservation Rate. In the event that such a bid also includes a Reservation Rate, the present value of such bid shall be the sum of the present value of the Reservation Rate and the present value of the rate generated by the revenue guarantee.

(e) Multiple Winning Bids Protocol. In the event Spire receives two or more bids of equal value, then under method 6.3(a)(ii) the best bid shall be the bid with the shortest term and under method 6.3(b)(ii) the best bid shall be the bid with the longest term. If two or more potential Customers submit best bids, Spire will pro-rate capacity on the basis of the quantities bid; Customer shall notify Spire within one (1) Business Day of their acceptance of such pro-rata share of short-term capacity (less than twelve Months) and within five (5) Business Days of their acceptance of such pro-rata share of long-term capacity (twelve Months or longer). In the event that any prospective Customer elects not to enter into a FTS Agreement for its pro-rata share of such capacity, such capacity shall be reallocated among the other prospective Customers on a pro-rata basis up to their requested MDTQs. Spire will post the results of the bidding process after an FTS Agreement has been executed.

(f) Present Value Calculation. For purposes of evaluating and determining the best bid, the present value of the Reservation Rate to be paid over the term of the proposed service shall be calculated in the manner specified in Spire's open season notice. In evaluating bids associated with the open season, any request for a change in primary Receipt Point or Delivery Point will be considered to have a Present Value of zero (0) when comparing requests for service and awarding capacity, unless (a) Customer has agreed in conjunction with its request to increase its MDTQ or (b) Customer has agreed to extend the term of its FTS Agreement; in either of which case Spire will consider the term of such MDTQ increase or contract extension when evaluating the Present Value.

(g) Form and Binding Nature of Bids Submitted. Unless otherwise specified in the open season notice, all bids received during an open season for existing capacity shall be in the form of a request for service pursuant to Section 5.4 and shall be binding on the submitting bidder through the end of the open season, unless withdrawn prior to the close of the open season; provided, however, a bidder may withdraw its previous bid and submit a bid with a higher present value during the open season. Neither the bidder nor any affiliate of the bidder may submit a request with a lower present value during the open season.

(h) Award of Capacity and Effectiveness of Service Agreement. In the event a Customer's bid is accepted, and such Customer otherwise meets all availability conditions under the applicable Rate Schedule, including Spire's Creditworthiness criteria as set forth in Section 23 of these General Terms and Conditions, Spire shall forward to Customer for execution an FTS Agreement which sets forth the terms of such bid. If the winning bidder's bid is accepted as submitted with no pro-ration, the winning bidder's bid submission shall

be deemed its execution of the service agreement on the terms specified in the open season notice and its bid, and service shall commence without Customer's execution of the FTS Agreement. If the FTS Agreement tendered by Spire contains any modification to the commercial terms specified in Customer's bid (such as a pro-rated reduction in the volume), Customer shall have five (5) Business Days from the date specified in the letter accompanying the FTS Agreement to execute and return to Spire the FTS Agreement, and service shall not commence until the FTS Agreement has been executed. If the Customer has not returned its executed FTS Agreement by the deadline, its bid shall be rejected, and Spire shall either award the capacity to the next highest qualifying bidder or repost the capacity as available.

6.4 Pre-Arranged Deals. Spire may enter into a pre-arranged service agreement for capacity with any prospective Customer for currently available capacity or for capacity that will become available at any time in the future provided that, for any such service agreement with a term greater than thirty one (31) Days, Spire will post the terms of the pre-arranged service agreement on its Internet website in accordance with the Open Season timeframes and procedures specified in Section 6.3, and other parties will have the opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher present value to Spire. For the purpose of its evaluation, Spire may consider the aggregate of two or more bids and award the available capacity to the combination of bids that result in the highest present value to Spire. If another prospective Customer submits a bid with a higher present value to Spire for this pre-arranged capacity, the prospective Customer with the pre-arranged service agreement will have a one-time right within one (1) Business Day of notification to match the higher bid's present value in order to obtain the capacity. If the prospective Customer with the pre-arranged service agreement elects not to match a higher competing bid, the capacity will be awarded to the highest bidder whose bid, if accepted, would have a higher present value to Spire.

7. FACILITIES

7.1 Unless otherwise provided in the applicable Interconnection Agreement between Spire and the relevant Point Operator, any measurement and/or appurtenant facilities required at the receipt and/or delivery point(s) shall be installed, owned, operated and maintained by Spire. Customer may be required to reimburse Spire for the actual costs of any facilities acquired or installed by Spire with Customer's consent which are necessary to receive, monitor, measure, transport, store, or deliver Gas to or for the account of Customer, including without limitation, right-of-way costs, loss of revenues if the installation requires the interruption of any services, overhead charges incurred as a result of the installation of any such facilities and, to the extent that such reimbursement is considered taxable income to Spire or any direct or indirect owner of Spire, reimbursement for such tax effect. Customer shall repay Spire, either in dollars as invoiced by Spire, or at Spire's option, in kind for any Gas lost from Spire's pipeline as a result of the installation, modification, or expansion of such facilities. The charges for Gas lost, if invoiced, will be equal to the volume of Gas lost multiplied by the actual cost of replacing such Gas.

7.2 If the measurement and appurtenant facilities existing at the receipt and/or delivery point(s) are deemed adequate and operable in Spire's sole determination, then such facilities shall be used; however, if any modification or expansion of any such existing facility is deemed necessary, in Spire's sole determination, then such modification or expansion shall be performed by Spire with Customer's consent and Customer may be required to reimburse Spire for all costs, including, without limitation, overhead charges, incurred in such modification or expansion.

7.3 Each party shall at all reasonable times have access for inspection to the premises of the party operating the facilities at the receipt and/or delivery point(s) insofar as such premises are connected with any matter covered hereunder; but the operation, installation, removal, repair and testing of the measuring equipment and changing of charts shall be done only by the party operating said equipment at the receipt point and/or delivery point. Either party may install, maintain, and operate at its own expense, at or near each receipt or delivery point, such check metering equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

In the event check metering equipment is installed by either party, the other party shall have access to the same at all reasonable times, but the reading, calibration, and adjusting thereof, and the changing of the charts shall be done only by the party installing the check equipment, unless otherwise agreed upon by Spire and Customer.

7.4 Customer shall make payments within fifteen (15) Days of the actual date of receipt of any billings submitted or hand delivered by Spire pursuant to this section. For purposes of this section, the bill is deemed to be received by Customer the earlier of actual receipt or three (3) Business Days after the postmark or postal meter date. Late payments shall be subject to Section 16 of these General Terms and Conditions. Spire, at its sole option, may submit billings to Customer up to sixty (60) Days prior to commencing construction for estimated costs to be incurred by Spire as provided in this Section 7. Any such estimated

billings shall be reconciled to the actual costs of construction and any deficiency owed by the Customer shall be paid within thirty (30) Days of receipt of Spire's final invoice. Any amount paid by Customer in excess of the actual cost due Spire shall be promptly refunded to Customer upon completion of the work or credited to Customer's account for future services.

7.5 Spire and Customer each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and hold harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance, and operation of the property and equipment of the indemnifying party.

7.6 No Obligation to Construct Facilities. Notwithstanding any other provision in this FERC NGA Gas Tariff, Spire shall have no obligation to install facilities which enhance or expand its pipeline system.

8. CONDITIONS OF RECEIPT AND DELIVERY

8.1 Customer shall deliver, or cause to be delivered, quantities of Gas to Spire at receipt point(s) and will take deliveries of Gas through delivery point(s). Spire is not required to provide any requested service for which capacity is not available or that would require the construction or acquisition of any new facilities. However, if facilities are constructed or installed to provide such service, Spire may require Customer to reimburse Spire for such facilities in accordance with Section 7 of these General Terms and Conditions.

8.2 Spire shall not be required under any circumstances to receive or deliver Gas at any receipt point or delivery point if the total quantity of Gas scheduled for receipt or delivery on any Day is less than that required for the accurate measurement thereof.

8.3 Pursuant to Section 10 of these General Terms and Conditions, daily deliveries of Gas by Spire to Customer or for Customer's account hereunder shall be approximately equal to daily receipts of Gas by Spire from Customer for transportation hereunder, less any Gas retained by Spire in providing such transportation service. Spire shall have no obligation to take receipt of Gas on any Day that Customer fails to take delivery of equivalent quantities of Gas tendered by Spire at the delivery point(s) and Spire shall have no obligation to deliver Gas to Customer or for Customer's account on any Day that Customer fails to deliver equivalent quantities to Spire at the receipt point(s). However, if deliveries hereunder by Spire are greater or less than the corresponding deliveries of Gas by Customer for transportation, less any Gas retained for F&L, any excess or deficiency in receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of these General Terms and Conditions in addition to any other charges or remedies to which Spire may be entitled.

8.4 Spire may, upon sixty (60) Days prior written notice provided to Customer or posted on Spire's Internet web site, delete any receipt or delivery point(s) from Customer's ITS Agreement or any secondary receipt or delivery point(s) from Customers' FTS Agreements if such point(s) will no longer be available for receipts or deliveries due to the sale of facilities, abandonment, cessation of service at or to a point, or for any other similar reason.

8.5 Receipt Point(s)

(a) Pressure. Except as otherwise provided in its FTS or ITS Agreement, Customer shall use due care and diligence to maintain such pressure at the receipt point(s) necessary to effect delivery of the Gas at whatever working pressures exist in Spire's system at such points from time to time. Spire may agree on a non-discriminatory basis to minimum and maximum pressure provisions. Any such requirement shall be set forth in Customer's service agreement and shall not constitute a non-conforming term in the service agreement.

(b) Constant Rates. Customer shall deliver all Gas for transportation hereunder at uniform hourly rates throughout each Day and throughout each Month. Spire may, if

operationally feasible and in its reasonable discretion, exercised in a non-discriminatory manner, allow Customer to make deliveries on a non-uniform hourly rate basis. Spire shall not allow non-uniform hourly flows when such flexibility would cause Spire to incur additional costs or would impact Spire's ability to meet its contractual obligations to other Customers.

8.6 Predetermined Allocations - Receipts

A receipt point operator will be required to provide to Spire a predetermined allocation (PDA) methodology for the Gas to be received. Upon thirty (30) Days' notice provided via posting on Spire's Internet web site, Spire may require receipt point operators to provide PDAs electronically via the Internet. The PDA methodologies which may be agreed upon in accordance with NAESB Standards include: ranked, pro rata (weighted), percentage, swing, and operator provided value. The PDA methodology provided will be utilized by Spire for the allocation of receipts. Spire shall be entitled to rely conclusively on the PDA methodology. Entities affected by the allocation of Gas quantities shall be entitled to know the allocation methodology utilized, except that Spire shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. Spire shall provide daily operational allocations within one (1) Business Day after the Day of Gas flow as set forth in Section 6.10 of these General Terms and Conditions. Spire may use scheduled quantities as the basis for such reports if such information is the best information available.

8.7 Preliminary Allocations - Receipts

Spire shall utilize the PDA methodologies in calculating the preliminary allocations of receipt quantities for Customers. Deviations from the PDA methodologies provided Spire shall only be allowed if all affected parties and Spire agree to such alternate allocation order.

8.8 Actual Allocations - Receipts

The preliminary allocations, modified for any adjustments agreed upon by Spire and all parties involved, shall be considered the actual allocations. Receipt allocations shall not be changed after an imbalance has been cashed out, except changes required due to measurement adjustments and other limited circumstances, which will be specified by Spire through an Internet web site posting or other electronic communication and will be applicable on a nondiscriminatory basis.

8.9 Flexibility for Firm Customers at Secondary Receipt Points

Firm Customers under Rate Schedule FTS may utilize any receipt point on Spire's system as a Secondary Receipt Point. In no event shall the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Receipt Point.

8.10 Delivery Point(s)

(a) Pressure. Except as otherwise provided in its FTS or ITS Agreement, Spire shall tender for delivery and Customers shall receive the Gas at the working pressures available in Spire's system at the delivery point(s) from time to time. Spire may agree on a non-discriminatory basis to minimum and maximum pressure provisions. Any such requirement shall be set forth in Customer's service agreement and shall not constitute a non-conforming term in the service agreement.

(b) Constant Rates. Spire shall tender and Customer shall receive Gas transported hereunder at uniform hourly rates throughout each Day and throughout each Month. Spire may, if operationally feasible and in its reasonable discretion, exercised in a non-discriminatory manner, allow Customer to take deliveries on a non-uniform hourly rate basis.

8.11 PDA - Deliveries

The PDA methodology provided will be utilized by Spire for the allocation of deliveries. Upon thirty (30) Days' notice provided via posting on Spire's Internet web site, Spire may require that such PDA methodologies be provided to it electronically via the Internet. The PDA methodologies which may be agreed upon in accordance with NAESB Standards include: ranked, pro rata (weighted), percentage, swing and operator provided value. Entities affected by the allocation of Gas quantities shall be entitled to know the allocation methodology utilized, except that Spire shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. Spire shall provide daily operational allocations within one (1) Business Day after the day of Gas flow as set forth in Section 11 of these General Terms and Conditions. Spire may use scheduled quantities as the basis for such reports if such information is the best information available.

8.12 Preliminary Allocations - Deliveries

The PDA methodology shall be utilized in making the preliminary allocations to Customers, as set forth above, or as otherwise agreed by Spire and the entity physically receiving the Gas deliveries. Deviations from the PDA methodologies provided Spire shall only be allowed if all affected parties and Spire agree to the alternate allocation order.

8.13 Actual Allocations - Deliveries

(a) The preliminary allocations, as adjusted, shall be the actual allocations when the actual metered or allocated quantities are invoiced.

(i) The responsibility for calculation and reporting of allocated quantities should rest with Spire (the party responsible for accepting NAESB allocation types). Spire should provide reports showing nominated, scheduled and allocated quantities.

(ii) As a minimum, allocations should be provided by both contract and location.

(iii) If Spire chooses to support multi-tier allocations or already accepts multi-tier allocations, the data elements should accommodate it.

(b) Delivery allocations shall not be changed after an imbalance has been cashed out pursuant to Section 11 of these General Terms and Conditions, except changes required due to measurement adjustments and other limited circumstances, which will be specified by Spire through an Internet web site posting and will be applicable on a nondiscriminatory basis.

8.14 Flexibility for Firm Customers at Secondary Delivery Points

Firm Customers under Rate Schedule FTS may utilize Secondary Delivery Points. In no event shall the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Delivery Point.

8.15 Allocation of Operationally Available Capacity at MRT-COR Delivery Point

Spire's ability to schedule firm deliveries to its point of interconnection with Enable Mississippi River Transmission ("Enable MRT") known as MRT-Chain of Rocks ("MRT-COR") is dependent upon variable operating conditions including line pressure, scheduled volumes, and Enable MRT's line pressure downstream of that Delivery Point. Until such time as Spire is able to allocate primary firm delivery rights at MRT-COR, and notwithstanding anything to the contrary in Spire's scheduling provisions set forth in Section 9 of these General Terms and Conditions, Spire will allocate Secondary Delivery Point rights at MRT-COR among firm shippers seeking deliveries at that point pro rata based on the ratio of each shipper's MDTQ compared to the aggregate MDTQs of all shippers seeking deliveries at that point.

8.16 Delivery Point Aggregation

Upon the mutual agreement of Spire and Customer, Spire will treat all the operationally similar delivery points of an integrated system as one delivery point. Such aggregated points shall be set forth on Spire's Internet web site, and will be designated with one delivery location code.

9. NOMINATIONS, SCHEDULING, AND CURTAILMENT

9.1 Nomination Procedures

(a) General Procedures. A Customer or Customer's designee, shall submit to Spire via electronic communications prior to the applicable nomination deadline an electronically communicated nomination, unless Spire otherwise agrees or emergency events prevent such electronic communication, containing all data elements required by NAESB Standards including the following information:

(i) Contract Number;

(ii) Customer's name;

(iii) Customer's e-mail address;

(iv) On-behalf-of entity (if transportation is to be performed pursuant to Subpart B);

(v) The quantities to be received in Dth per Day by Receipt Point and the quantities to be delivered in Dth per Day by Delivery Point for each contract and the effective dates of such quantities;

(vi) The appropriate F&L deductions; and

(vii) All nominations should include Customer defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Customers should have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.

(viii) All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in Spire's contract or Tariff.

(b) The Receipt and Delivery Location Codes are provided to Customers on Spire's Internet web site.

(c) If an upstream or downstream party requires additional information or additional information is otherwise required by Spire, upon notification by Spire, Customer must provide such additional information as specified by Spire.

(d) A separate nomination shall be submitted to Spire for each delivery location and Service Agreement. Once a nomination, excluding intraday nominations, has been submitted by a Customer and accepted and confirmed by Spire, such nomination

shall remain in effect until the end date set forth in the nomination unless changed pursuant to the provisions of this Section 9.

(e) Title Transfer Nominations. Spire accommodates TTT on its system via the procedures specified in this Section 9 that are applicable to PALS nominations. Other than processing valid nominations to reflect the in-place transfer of Gas, Spire shall be required to provide no accounting services relating to TTT.

(f) Nomination Deadlines.

(i) Spire provides the following standard nomination cycles (all times CT):

(A) Timely Nomination Cycle: The standard nominations timeline should be as follows: 1:00 p.m. for nominations leaving control of the nominating party; 1:15 p.m. for receipt of nominations by Spire, 1:30 p.m. for quick response; 4:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 5:00 p.m. for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).

(B) Evening Nomination Cycle: On the day prior to flow: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Spire; 6:30 p.m. to send quick response; 8:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 9:00 p.m. for Spire to provide scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from a nomination pursuant to this Section 8.1(f)(i)(B) will be effective at 9:00 a.m. on the day of flow.

(C) Intraday 1 Nomination Cycle: On the day of flow: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Spire; 10:30 a.m. to send quick response; 12:30 p.m. for receipt of completed confirmations by Spire from upstream and downstream connected parties; 1:00 p.m. for Spire to provide scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from intraday nominations pursuant to this Section 9.1(f)(i)(C) will be effective at 2:00 p.m. on the Day of flow.

(D) Intraday 2 Nomination Cycle: On the Day of flow: 2:30 p.m. for nominations leaving control of the nominating party; 2:45 p.m. for receipt of nominations by Spire; 3:00 p.m. to send quick response; 5:00 p.m. for receipt of completed confirmation by Spire from upstream and downstream connected parties; 5:30 p.m. for Spire to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from Intraday 2 Nominations will be effective at 6:00 p.m. on the day of flow.

(E) Intraday 3 Nomination Cycle: On the Day of flow: 7:00 p.m. for nominations leaving control of the nominating party; 7:15 p.m. for receipt of nominations by Spire; 7:30 p.m. to send quick response; 9:30 p.m. for receipt of completed confirmation by Spire from upstream and downstream connected parties; 10:00 p.m. for Spire to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from Intraday 3 Nominations will be effective at 10:00 p.m. on the day of flow. Bumping shall not occur due to intraday nominations pursuant to this Section 8.1(f)(i)(E).

(F) For purposes of NAESB WGQ Standard No. 1.3.2 ii, iii, and iv (Section 9.1(f)(i)(B)-(E) above), “provide” shall mean for transmittals pursuant to Standards 1.4x (electronic data interchange) receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(ii) The quick response by Spire will be an electronic message to those parties submitting nominations electronically advising of receipt of the nomination and of any errors in communication or missing required data elements.

(iii) All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(iv) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(v) Incomplete or Late Nominations. A Customer's failure to submit properly completed nominations may result in Gas not being transported. A Customer's failure to submit a nomination by the applicable deadline may result in delays for the requested service. Late nominations will not be accepted if such acceptance would result in the curtailment of Gas previously scheduled, unless Spire and all affected parties agree to the contrary.

(g) Intraday Nominations. Any nomination submitted after the nomination deadline for the Day of Gas flow specified in Section 9.1(f)(i)(A) herein shall be treated as an intraday nomination. For services that provide for intraday nominations and scheduling, there will be no limitation as to the number of intraday nominations which a Customer may submit at any one standard nomination cycle or in total across all nomination cycles. An intraday nomination is effective only for the Day specified in the nomination, must be submitted by the applicable deadline set forth in Section 9.1 (f)(i) above, and remains in effect through the end of such Day.

(i) Intraday nominations can be used to nominate new supply or market or to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled Gas.

(ii) Intraday nominations do not rollover (i.e. intraday nominations span one (1) Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intraday nomination modifies existing nomination.

(iii) Spire will give scheduling priority to service intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers except for firm nominations received in the Intraday 3 Nomination Cycle. Otherwise, Spire will not accept or confirm an intraday nomination that would result in a change to any other Customer's scheduled and flowing quantities for that Day without their prior consent. Spire will provide advance notice using the mechanisms provided for in Section 10.6 of the General Terms and Conditions below for notifying Customers of OFOs to interruptible Customers of reductions in scheduled and/or flowing quantities resulting from intraday nominations by firm Customers in accordance with Section 9.1(f)(i) above. Spire will notify any such interruptible customer if any penalties will apply on the Day its scheduled and/or flowing quantities are reduced. If Spire does not notify an interruptible Customer in advance of reductions in scheduled and/or flowing quantities due to an intraday nomination by a firm Customer, no penalties will be imposed by Spire on such interruptible Customer for the day of the reduction. No penalties other than penalties assessed during periods in which OFOs and/or curtailment orders are in effect will be imposed by Spire on interruptible Customers whose scheduled and/or flowing quantities were reduced due to firm Customers' intraday nominations.

(iv) Intraday nominations submitted on the Day prior to Gas flow, if scheduled, will take effect at the start of the next Gas day, 9:00 a.m. central clock time.

(h) Nomination Confirmation. Spire shall contact the appropriate upstream and downstream parties to confirm the nominated quantities.

(i) Confirmation of Nominations. Unless the confirming Parties have agreed to Confirmation by Exception, after the nomination deadline for a cycle that has passed Spire will contact the upstream pipeline or point operator for confirmation of Gas deliveries to Spire, and the downstream pipeline or point operator for confirmation of Gas receipts from Spire. The confirmation process will be completed between Spire and the appropriate pipeline or point operator by the times provided in Section 9.1(f)(i). Spire will make available to Customers and point operators by the times provided in Section 9.1(f)(i) all scheduled and confirmed quantities. At a receipt or delivery point, unless Spire and the appropriate pipeline or point operator agree otherwise, the following shall be the confirmed quantities:

(A) For nominations submitted pursuant to Section 9.1(f)(i)(A) above, and for intraday nominations (including nominations pursuant to Section 9.1(f)(i)(B),(C), and (D) above) which are increases, the lesser of rule (confirmed or nominated flow) applies when confirming.

(B) For nominations submitted during the nomination cycle described in Section 9.1(f)(i)(A) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response the lesser of the new nomination or previously scheduled quantity applies.

(C) For nominations for increases submitted during the nomination cycles pursuant to Sections 9.1(f)(i)(B),(C),(D), and (E) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the scheduled quantity for the previous intraday nomination cycle should be the new confirmed quantity.

(D) For intraday nominations and nominations pursuant to Section 9.1(f)(i)(B),(C),(D), and (E) above which are decreases, the lesser of rule (confirmed or nominated flow) applies when confirming, but in any event no less than the elapsed-prorated scheduled quantity shall be confirmed.

(E) For intraday nominations and nominations pursuant to Section 9.1(f)(i)(B),(C),(D), and (E) above which are decreases, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the nominated quantity or the elapsed-prorated-scheduled quantity shall be confirmed.

(F) If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Spire will provide the nominating party with the following information as part of the documentation of the scheduled quantity to explain why the nomination failed, as applicable:

- (1) Spire did not conduct the confirmation;
- (2) The upstream confirming party did not conduct the confirmation;
- (3) The upstream service requester did not have the Gas or submit the nomination;
- (4) The downstream confirming party did not conduct the confirmation; and
- (5) The downstream service requester did not have the market or submit the nomination.

(j) **Nomination Changes Due to Daily Imbalances.** Customers and Parties to Operational Balancing Agreements with Spire (i.e., Point Operators) are responsible for ensuring that daily flows match confirmed nominations. If Spire determines that actual daily flows under a particular agreement differ from the confirmed nominations, Spire

may require prospective nomination changes by receipt or delivery point(s) in order to balance agreements as closely as possible.

(k) At the end of each Gas flow Day, Spire shall make available electronically via the Internet to Customers information containing scheduled quantities, including scheduled intraday nominations and other scheduling changes

(l) **Curtailment and Interruptions in Service.** Spire shall notify Customer(s) affected by interruptions in service or curtailment pursuant to Section 9.3 of these General Terms and Conditions as soon as practicable. Spire shall also notify the affected Customer(s) as soon as practicable of the resumption of service, and upon such notification, the Customer shall verify the level of service desired. Spire may require a Customer to submit a completed nomination specifying the level of service desired. Upon thirty (30) Days' notice via posting on Spire's Internet web site, Spire may provide such notices to Customers electronically via the Internet.

9.2 Scheduling Procedures

(a) Transportation services scheduled in accordance with this Section 9.2 will be scheduled in the following order, from highest to lowest priority:

(i) All firm services, in the following order, from highest to lowest priority:

(A) All firm services utilizing receipt and delivery points within the Customer's Primary Path, in the following order:

(1) Firm services utilizing Primary Receipt Points for redelivery to Primary Delivery Points;

(2) Firm services utilizing Secondary Receipt Points for redelivery to Primary Delivery Points;

(3) Firm services utilizing Primary Receipt Points for redelivery to Secondary Delivery Points; and

(4) Firm services utilizing Secondary Receipt Points for redelivery to Secondary Delivery Points.

However, if there is insufficient capacity available to schedule all service within a subcategory in category (A) due to a constraint other than at a receipt or delivery point, all Customers affected by such constraint within that subcategory of category (A) will be scheduled equally, on a pro rata basis. Constraints at receipt or delivery points shall be scheduled in accordance with Section 9.2(d) below.

(B) All firm services utilizing receipt and delivery points within the Customer's entitlement and flowing Gas in the same direction as the Customer's Primary Path, not included in category (A) above, in the order set out in subcategories (A)(2) through (A)(4); and

(C) All firm services utilizing receipt and delivery points not included in categories (A) and (B) above.

(ii) Secondary transactions which would otherwise fall within scheduling category (B) above but for the reversal of flow direction, shall continue to be scheduled within such category or applicable subcategory if, and to the extent that, such reverse flow from the Primary Path creates capacity or relieves constraints. Spire will not schedule firm transportation service designated Displacement Transportation unless it is also scheduling any necessary offsetting service to effectuate such displacement transportation service. In the event there is insufficient capacity available to schedule all firm service within a subcategory in category (A) or categories (B) or (C) above, all firm Customers within that subcategory or category will be scheduled on a pro rata basis.

(iii) Customers may utilize primary points in excess of individual primary point capacity only on a secondary point basis. With the consent of Spire, quantities exceeding a Customer's entitlement shall be considered authorized overrun volumes.

(iv) All interruptible and authorized overrun services in the following order, from highest to lowest priority:

(A) Spire shall first schedule interruptible and authorized overrun services for which the maximum rate is to be paid.

(B) Spire shall next schedule discounted interruptible and authorized overrun services based on the rate to be paid, from highest to lowest, with service for which the highest rate is to be paid scheduled first.

(C) In the event there is insufficient capacity to schedule all interruptible and authorized overrun services at the same rate, Spire shall allocate the available capacity pro rata based upon confirmed nominations.

(b) When the constraint occurs only at a point and/or associated facilities, properly submitted and confirmed nominations for firm service at primary points shall have priority over firm service at secondary points. If there is insufficient point capacity available within a category, all Customers affected within a category will be scheduled equally, on a pro rata basis, based upon nominations. Spire shall notify any Customer whose service is to be interrupted pursuant to this provision no later than 4:30 p.m. CT on the Day before the Day on which such higher priority service is to commence. Upon thirty (30) Days' notice via posting on Spire's Internet web site, Spire may provide such notifications to Customers electronically via the Internet or other agreed upon communications.

(c) Firm secondary point scheduled quantities within MDTQ plus applicable fuel shall not be interrupted during the Day as a result of subsequent nominations by firm Customers desiring to utilize such points as secondary points.

(d) Previously scheduled interruptible and authorized overrun service will not be interrupted during the Day in order to provide service for a higher priority interruptible or authorized overrun service pursuant to an intraday nomination.

(e) Nominations to make up imbalance quantities may be denied if all other services cannot be scheduled.

(f) Customers utilizing capacity within the Primary Path through the capacity release program pursuant to Section 14 of these General Terms and Conditions shall have their transactions scheduled according to the priority of the Releasing Customer's Service Agreement, and Customers utilizing a Secondary Path shall have their transactions scheduled pursuant to Section 9.2(a)(i)(B)-(D), as applicable.

(g) Spire shall redetermine the priority of each Customer under Section 9.2 and reallocate capacity hereunder on a periodic basis as is necessary for Spire to recognize the priority of new Customers and or to reflect any changes in the priorities of existing Customers, to assure service to its firm Customers, and to accommodate the operational requirements of the system.

(h) Spire shall have the unqualified right to interrupt Transportation Services at any time under Spire's interruptible rate schedules to provide service under Spire's firm rate schedules pursuant to a properly submitted nomination. Spire will give scheduling priority to intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. Spire shall interrupt interruptible and authorized overrun quantities in sequence pursuant to the priorities specified in Section 9.2 herein, from lowest to highest priority. Spire shall notify any Customer whose service is to be interrupted pursuant to this provision in accordance with Section 9.1(d)(i) above. Upon thirty (30) Days' notice via posting on Spire's Internet web site, Spire may provide such notifications to Customers electronically via the Internet or other agreed upon communications.

(i) In making reductions in nominated quantities during the scheduling process, Spire will use Customer provided rankings for service under its Service Agreement if not in conflict with the priorities set forth in Section 6.8 of these General Terms and Conditions.

(j) For nominations pursuant to the cycle described in Section 9.1(d)(i)(A) above, Spire will complete the scheduling process and provide information on scheduled quantities by 4:30 p.m. CT on the Day prior to Gas flow.

(k) In addition to the foregoing, the scheduling, allocation and curtailment of capacity pursuant to this Section 9 shall conform to the provisions of Section 18 governing the negotiated and recourse rates.

9.3 Curtailment Procedures

(a) Spire shall have the right to curtail or discontinue Tariff services in whole or in part on all or a portion of its system at any time for reasons of Force Majeure or when in Spire's sole judgment reasonably exercised, capacity or operating conditions so require. Spire shall provide Customers such notice of the curtailment as is reasonable under the circumstances. Upon thirty (30) Days' notice via posting on Spire's Internet web site, Spire may provide such notifications to Customers electronically via the Internet or other agreed upon communications.

(b) If the conditions or event which caused the interruption or curtailment are anticipated to continue, scheduling of service pursuant to Section 9.2(c) shall be implemented to the extent required in conformity with the provisions of this section.

(c) In the event of a curtailment pursuant to Section 9.3(a) above, interruptible and authorized overrun services shall be curtailed first. Interruptible and authorized overrun services shall be curtailed from lowest to highest rate. Interruptible and authorized overrun services at maximum rate shall be curtailed after all discounted interruptible and authorized overrun services have been curtailed. In the event that interruptible and authorized overrun service at the same rate must be curtailed, service shall be curtailed pro rata based on confirmed nominations. Following the curtailment of all interruptible and authorized overrun transportation services, firm transportation service shall be curtailed pro rata based on each Customer's MDTQ.

(d) All volumes received and/or taken in violation of Spire's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of Gas for which a charge of \$25.00 per Dth, and the Highest Daily Reference Spot Price, per Dth, shall be added to such charge. The Highest Daily Reference Spot Price is defined as the highest spot price during the curtailment period, which price shall be determined in the same manner as the daily prices used to calculate the Index Sell Price in Section 11.3 of these General Terms and Conditions. These charges shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption, in violation of curtailment or interruption orders issued by Spire, which orders may be given by telephone, confirmed by facsimile transmission or any other reasonable means.

(e) Notices and Indemnification - Spire shall have the responsibility to inform only its Customers and the immediate upstream or downstream facility operators involved in a transaction of any curtailment or interruption. Curtailed Customers shall indemnify Spire against and hold Spire harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Spire, which shall include any curtailment or interruptions described in any part of this section; provided, however, Customers shall not be required to indemnify Spire for any damages resulting from Spire's negligence or willful misconduct.

(f) Liability for Curtailment or Interruption. Spire's liability, to Customer or any other party, for any curtailment or interruption of service shall be limited to the

crediting of reservation charges as provided in Section 35 of these General Terms and Conditions.

9.4 Emergency Reallocation

(a) In the event an emergency situation, including an environmental emergency, should arise in which supplemental deliveries of gas are required in order to serve human needs or avoid substantial damage to property, Spire shall have the right to reallocate capacity and/or divert gas supplies to forestall the emergency upon receipt of verified proof that such an emergency exists, provided the aggregate of Spire's deliveries to any Customer shall not exceed the Customer's authorized MDTQ. Only Customers subscribing to Spire's FTS shall be eligible to declare such an emergency.

(b) A Customer declaring an emergency situation pursuant to this section must supply an affidavit executed by an officer or other person authorized to bind the Customer stating:

(i) An emergency exists and diversion of supplies or reallocation of capacity is necessary to serve human needs or avoid substantial damage to property. A description of the emergency and the Customer's estimate of its duration should be included;

(ii) The Customer has exhausted all available alternatives to avert the emergency;

(iii) The Customer has curtailed its use or distribution of gas other than that necessary to serve human needs or avoid substantial damage to property; and

(iv) The Customer shall indemnify Spire against damages resulting from the diversion of supplies or reallocation of capacity to meet the emergency; provided, however, Customers shall not be required to indemnify Spire for any damages resulting from Spire's negligence or willful misconduct.

(c) Within thirty (30) days of the termination of the emergency, the Customer declaring the emergency must provide Spire a complete explanation of the emergency, and a description of the steps it is taking to prevent a similar occurrence in the future. Upon thirty (30) days' notice via posting on Spire's Internet web site, Spire may require Customers to provide such explanations via the Internet.

(d) Where a Customer's declaration of an emergency results in the diversion of gas supplies, the Customer shall pay Spire \$20 per Dth for the diverted supplies, which Spire will credit to the Customers whose supplies were diverted.

(e) Where a Customer's declaration of an emergency results in the reallocation of capacity, the Customer shall pay Spire \$10 per Dth per day for the reallocated capacity which Spire will credit to the Customers whose capacity was reallocated.

(f) Spire shall not be liable for any damages resulting from the reallocation

of capacity or diversion of supplies based upon information supplied in a Customer's affidavit under the terms of this section. A Customer which declares an emergency under this section shall be liable for any damages suffered by another Customer whose capacity is reallocated or whose gas supplies are diverted, to the extent such damages exceed the payment made by the Customer that declares the emergency.

10. SYSTEM MANAGEMENT

10.1 Spire will at all times maintain operational control of all of its transmission and other facilities. Spire shall endeavor to preserve the overall operational integrity of its system; provided, however, that Spire shall not be obligated to buy or sell Gas or to install additional compression or otherwise modify its system for these purposes. Operating personnel for Customers and other entities which are physically taking delivery of Gas from Spire or tendering Gas to Spire shall cooperate with Spire in furtherance of this Section 10. Each Customer shall designate one or more persons for Spire to contact on operating matters at any time, 24 hours a Day, every Day. If Spire cannot contact any Customer because that Customer's contact person is unavailable, such Customer shall be solely responsible for any consequences arising from such failure of communication.

10.2 For the purpose of this Section 10, the overall operational integrity of Spire's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of adequate system pressure, total system deliverability and the quality of Gas delivered.

10.3 Spire shall have the unqualified right to utilize all system resources to alleviate conditions which threaten the overall operational integrity of Spire's system, or to provide services as set forth in this Tariff. Spire may buy and sell Gas to the extent necessary to meet its service obligations, to maintain system pressure, to provide to maintain line pack and provide additional line pack for new facilities, to perform the cash-out procedures under Section 11 of these General Terms and Conditions, and to perform other functions of Spire in connection with transportation services. Nothing herein shall impose on Spire any obligation to provide a supply function to any of its transportation customers; provided, however, that Spire may rely on line pack to provide instantaneous receipt and delivery and tolerances as applicable under any rate schedule. Spire shall not be liable to any person for actions taken for these purposes except for Spire's negligence or undue discrimination.

10.4 If, in Spire's sole discretion, it is necessary or desirable in order to preserve the overall operational integrity of Spire's system, Spire may issue:

- (a) OFOs, or
- (b) Critical Notices.

10.5 Spire will post OFOs and Critical Notices on its Internet web site or provide notice to its Customers by any other reasonable means.

10.6 Operational Flow Orders

(a) An OFO may be issued if Spire determines that (i) pressures in its pipeline, system, or in a portion or portions thereof, threaten to move, or have moved, beyond the

normal minimum or maximum operating ranges for such system or portion(s); (ii) system receipts and/or deliveries threaten to move, or have moved, into a range which would impinge upon line pack determined by Spire as prudently required to be retained for operations and flexibility to meet changing conditions; (iii) safe and efficient operation of Spire's system, is threatened; (iv) operational action is required due to the occurrence of an event of Force Majeure or in order to maintain or repair physical facilities; or (v) for any other reason, including operating conditions, weather and actions of any Customers contrary to rights and obligations under this Tariff, Spire's projected system deliverability or operational integrity, including the ability to provide any Customer its firm service entitlement, is threatened or compromised. The operational conditions that would cause Spire to issue a Critical Notice and/or OFO shall be posted, and quantified, to the extent practicable, on Spire's Internet web site and updated from time to time, as necessary. The OFO shall identify with specificity the operational problem to be addressed, the action(s) Customers must take, the time by which Customers must take the specified action(s), the period during which the order will be in effect, and the conditions which will cause the Operational Flow Order to end. To the extent that the effective period of the OFO is dependent on operational variables, Spire will post information about the status of such variables during the effective period of such OFO, as soon as practicable after, and to the extent that, such information becomes available to Spire. Spire will provide as much advance notice to affected Customers as is operationally feasible before issuing an OFO. To the extent operationally feasible, Spire will post Critical Notices on its Internet web site to advise Customers of the possibility of conditions that may lead to an OFO and/or that an OFO may be issued. Any such posting shall constitute prior notice that an OFO may be imminent.

(b) An OFO may require a Customer to take any of the following actions, or similar actions:

(i) Commence or increase supply inputs into Spire's system or at specific points, or shift such supply inputs (in whole or in part) to different points; or, alternatively, cease or reduce deliveries from Spire's system or at specific points;

(ii) Cease or reduce supply inputs into Spire's system or at specific points; or, alternatively, commence or increase deliveries of Gas from Spire's system or from specific points, or shift deliveries to different points;

(iii) Eliminate transportation imbalances;

(iv) Conform actual receipts and deliveries to scheduled receipts and deliveries;

(v) Delay changes in deliveries up to twenty-four hours to account for the molecular movement of Gas; and

(vi) Such other actions as are within Customer's control which would tend to alleviate the situation to be addressed.

(c) No penalties will apply to actions taken in accordance with OFOs. Imbalances attributable to complying with OFOs which are not eliminated during the current Month will be valued at the applicable average weekly price used to determine the Index Buy or Index Sell Price as defined in Section 11, as applicable, for the week in which such imbalances occurred.

(d) Spire may issue an OFO requesting that a Customer exceed its Primary Receipt Point or Primary Delivery Point quantities, but compliance with such a request shall be voluntary.

(e) Spire may issue an OFO at any time requiring Customers to increase receipts into Spire's system to replicate the system flows necessary to preserve the overall operational integrity of the system. Customers must increase receipts up to their Primary Receipt Point quantities to the extent that they have sufficient Gas supplies available to enable them to comply with such Operational Flow Orders.

(f) Any Customer which fails to adjust its receipts and/or deliveries in compliance with an OFO, subject to the other provisions of this section, shall be assessed a penalty for the quantity variance between the Customer's conduct and the conduct required by the OFO, as follows:

<u>Net Imbalance</u>	<u>Imbalance Charge per Dth</u>
>3%-7%	\$25 plus Highest Daily Reference Spot Price
>7%-15%	\$50 plus Highest Daily Reference Spot Price
>15%	\$100 plus Highest Daily Reference Spot Price

The Highest Daily Reference Spot Price is defined as the highest spot price during the OFO period, which price shall be determined in the same manner as the daily prices used to calculate the Index Sell Price in Section 11.3 of these General Terms and Conditions. The Customer shall not be subject to such penalties and charges if Customer has complied within a reasonable range, which range shall be specified in the Operational Flow Order to the extent operationally feasible. Variances which improve system integrity will not be penalized. During periods in which OFOs are in effect, unless critical circumstances dictate otherwise, OFO penalties will not be imposed when a nomination is required to comply with the OFO and the Customer has not been given an opportunity to correct the circumstances giving rise to the OFO.

(g) Any Customer failing to abide by an OFO issued pursuant to this Section shall be subject to any applicable penalties, shall be responsible for damages, and shall indemnify Spire against any claims by third parties resulting from the Customer's failure to comply with the Operational Flow Order.

(h) Spire shall maintain a log on its Internet web site of the OFOs it issues, which shall show the date and time the OFO was issued; the duration of the Operational

Flow Order; the action the Customer(s) was ordered to take; the factors causing the OFO to be issued; and the factors causing the OFO to be lifted. Each log entry will remain posted on the Internet web site for at least thirty (30) Days.

(i) Spire may invoke the provisions of this Section 10 to suspend or limit a Customer's right to segment a Primary Path, or otherwise limit aspects of segmentation.

10.7 Critical Notices

(a) Spire may post a Critical Notice if Spire anticipates problems which threaten overall operational integrity on any portion or all of its system. The Critical Notice will identify the portion of Spire's system which is affected, the nature of the potential system integrity problem, recommendations regarding Customer actions and/or alternatives which would result in the lowest likelihood and/or most limited application of an OFO, and the estimated duration of the warning. It will also state whether the potential system integrity problem is anticipated to be caused by excess Gas or a Gas deficiency.

(b) While a Critical Notice is in effect, Customers are required to minimize any variances between scheduled quantities and actual flows. Customers are also required to minimize any imbalance between receipts and deliveries. Deviations from scheduled quantities or imbalances which benefit overall system operation will be permitted without penalty.

(c) Receipt and delivery of make-up Gas pursuant to Section 11 may be suspended while a Critical Notice is in effect. Make up quantities which benefit overall system operations may be permitted without penalty.

10.8 Requirement to Provide Periodic Estimates. Upon request of Spire, Customer shall from time to time submit estimates of the daily, monthly and annual quantities of Gas to be transported or stored under the rate schedules of this Tariff, including peak Day requirements, together with the estimated amounts thereof applicable to each receipt and delivery point and such other operating data as Spire may require in order to plan its operations, to meet its system requirements, and to render adequate services to its Customers.

11. TRANSPORTATION BALANCING

11.1 Customers shall use their best efforts to avoid delivering or receiving quantities of Gas which deviate from the quantities of Gas scheduled by Spire for transportation and redelivery hereunder, and shall keep Spire advised of any material deviations from the quantities scheduled. Each Customer shall have the responsibility to maintain a concurrent balance between receipts and deliveries, adjusted for appropriate fuel reimbursement, based upon the best information available to the Customer. Spire will provide to its Customers through its electronic communication system or other agreed upon communications access to allocated quantities each Day.

11.2 If deliveries by Spire are greater or less than the corresponding receipts of Gas by Spire for transportation, less any Gas retained for F&L reimbursement, the imbalance shall be adjusted or corrected in accordance with the terms of this section and the Tariff in addition to any other charges or remedies to which Spire may be entitled; provided, however, that in the event Spire has an Operational Balancing Agreement (“OBA”) in place that governs the management of imbalances at a Receipt Point or Delivery Point to which Customer’s service is subject as provided in Section 11.5 of these General Terms and Conditions, then the terms set forth in such OBA shall control.

11.3 Monthly Balancing

(a) On or before the date on which Spire renders the invoice for the prior Month's services, Spire shall make available electronically to each Customer receiving service under Rate Schedule FTS or ITS the Customer's estimated or actual imbalance based upon the quantities received and delivered in the prior Month.

(b) Spire shall determine the imbalance quantity for each month on a Dth basis.

(c) Cash Balancing

(i) Each monthly imbalance quantity will be assigned a dollar value based upon the level of the imbalance and the charts set forth in this Section 11.3. The cash-out prices shall be the highest and lowest weekly average spot prices for each Month (the "Index Sell" and "Index Buy" Prices, respectively) using published prices in “Platt’s Gas Daily,” for REX, Zone 3 delivered published. If an appropriate spot price is not published, the applicable spot price shall be posted by Spire on its Internet web site.

For Customers that have aggregate monthly imbalances of 1,000 Dth or less, Spire will cash-out such imbalances at the monthly average price, which shall be determined by taking the simple arithmetic average of the average weekly prices used to determine the Index Buy and Index Sell Prices. For Customers with aggregate monthly imbalances in excess of 1,000 Dth, Spire will cash-out such imbalances based on the applicable imbalance percentages and prices stated in the chart below.

(ii) The dollar value of each Customer's imbalance will be calculated after netting and aggregating imbalances across multiple contracts, if applicable, for a Customer by multiplying each incremental current Month Dth imbalance quantity by the applicable Index Buy or Index Sell Price. For over-received quantities (Customer imbalances consisting of an excess of receipts over deliveries), an Index Buy Price will be used to calculate the payment or invoice credit amount due Customer. The Index Buy Price will be the lowest of the average weekly prices for the Month in which the imbalance was incurred. For over-delivered quantities (Customer imbalances consisting of an excess of deliveries over receipts), an Index Sell Price will be used to calculate the amount Customer will be invoiced for payment to Spire. The Index Sell Price will be the highest of the average weekly prices for the Month in which the imbalance was incurred.

Imbalance Percentage (Ratio of Imbalance to Actual Deliveries)	Dollar Value Applied Over-Received Quantities	Dollar Value Applied Over-Delivered Quantities
0-5%	100% of the applicable Index Buy Price	100% of the applicable Index Sell Price
>5-10%	90% of the applicable Index Buy Price	110% of the applicable Index Sell Price
>10-15%	80% of the applicable Index Buy Price	120% of the applicable Index Sell Price
>15-20%	70% of the applicable Index Buy Price	130% of the applicable Index Sell Price
>20%	60% of the applicable Index Buy Price	140% of the applicable Index Sell Price

(iii) Spire shall "cash-out" a Customer's current Month's imbalance(s) at any time after the end of that Month by paying or crediting (which shall be at Spire's option) to the Customer or by receiving from the Customer the dollar value of the imbalance plus any applicable transportation charges.

(iv) Imbalances attributable to complying with OFOs will be valued at the average weekly price used to determine the Index Buy or Index Sell Prices, as applicable, for the week in which such imbalances occurred.

(v) In determining the over-received and over-delivered quantities for the Month, Spire will utilize the data provided pursuant to Section 6.11.3(a) above.

(vi) Prior to the date of the cash-out, each Customer may reduce its imbalance through the Gas Trading Program provisions set forth in Section 11.4 hereof.

(vii) Any imbalances resulting from revised flow information that are determined after the end of the Month in which the transportation occurred will be cashed out at the average of the applicable Index Buy and Index Sell prices for the month. However, if the adjusted imbalance is in the opposite position than the original imbalance (i.e., original imbalance was over-deliveries and adjusted imbalance was over-receipts or vice versa) then the adjusted imbalance will be credited or charged at the original Index Buy or Index Sell Price, up to the original imbalance, and any remaining adjusted imbalance will be credited or charged at such average price.

(viii) No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

11.4 Gas Trading Program

(a) The Gas Trading Program will be available to permit one Customer to trade Gas with another Customer to offset imbalances incurred during the same month. All imbalance trades shall operate to reduce imbalances for both Customers involved, and no imbalance trade shall create or increase an imbalance for a Customer.

(b) Once a Customer has been notified of its prior month imbalance as provided in Section 11.3(a) above, a Customer may request that Spire post on its Internet web site the imbalance quantity and whether the imbalance quantity is owed to Spire or to the Customer. Such request shall be made electronically via the Internet in the form prescribed by Spire. In such case, provided such notification is received prior to 11:45 a.m. on a Business Day, Spire will post Customer's imbalance no later than 8:00 a.m. on the next Business Day. Additionally, a Customer may notify Spire prior to the time of imbalance notification that Customer desires to have its imbalance for the month posted and Spire will post such imbalance on or before the ninth (9th) Business Day of the next month. Customer shall specify the date through which its imbalances are to be posted and shall provide a name, telephone number and e-mail address of a contact person. Customers shall have the ability to view and download such postings. Parties interested in negotiating a trade must contact directly the posting Customer.

(c)(i) To consummate a Gas trade, whether resulting from an imbalance posting or otherwise, one of the Customers agreeing to trade must telecopy or e-mail to Spire in the form prescribed by Spire, a request for imbalance trade providing such Customer's (the initiating trader) name, and contact person's name, and telephone numbers and e-mail addresses, the name of the other Customer who is a party to the trade, the month and year the imbalances were incurred, authorization to post imbalances on Spire's Internet web site, imbalance type for each party to the trade, the imbalance quantity to be traded and such other information as Spire may require. Additionally, the confirming trader shall transmit an imbalance trade confirmation to Spire via telecopy or e-mail, in the form prescribed by Spire, indicating whether such party accepts or declines the imbalance trade.

(ii) If Spire receives an imbalance trade confirmation prior to 11:45 a.m. on a Business Day, Spire will send an imbalance trade notification to the initiating trader and confirming trader no later than noon on the next Business Day. Spire will only approve trades which will not harm Spire operationally or financially. Spire will indicate its approval or rejection on the imbalance trade notification provided to the parties involved, and, if applicable, will include an explanation of any difference between the trade quantity and the trade quantity requested. Spire will then transfer the receipt quantities traded between the appropriate Customers.

(iii) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Spire. Imbalance trades will be reflected on the cash-out invoice next following such trade.

(d) For each Month, the Gas Trading Period during which Spire will permit posting and trading of imbalances incurred in the prior month shall begin on the ninth (9th) Business Day of the month and shall continue until the seventeenth (17th) Business Day of such month, unless Spire extends the Gas Trading Period by posting on its Internet web site.

(e) Monthly imbalance dollar values will be recalculated for Gas trades. If the applicable transportation charges would change because of the Gas trade, the trading Customers will be individually responsible for the resulting billing adjustment for their individual contracts.

11.5 Operational Balancing Agreements

(a) Spire will enter into Operational Balancing Agreements (“OBAs”) with entities whose facilities interconnect with Spire’s facilities as required by FERC regulations.

(b) Spire shall require interconnecting entities with which it is required to enter into OBAs to demonstrate that there is electronic Gas measurement or similar equipment to provide accurate and timely flow information at the interconnection point. Additionally, the interconnecting entity must satisfy the credit criteria set forth in Section 23 of these General Terms and Conditions.

(c) OBAs will set forth a mutually agreeable procedure for dealing with imbalances between scheduled flows and actual flows at the point of interconnection. If and to the extent that an OBA governs an imbalance at an interconnection point, the Customers utilizing the point will be credited with the amount of Gas scheduled for receipt or delivery. Any imbalance will be treated as an imbalance between the interconnecting entity and Spire, in accordance with the terms of the OBA.

(d) PDA methodologies need not be submitted pursuant to Section 8 of these General Terms and Conditions for points at which an OBA is in effect.

12. POSSESSION OF GAS AND RESPONSIBILITY

12.1 Control and Possession. As between Customer and Spire, Customer shall be deemed to be in exclusive control and possession of the Gas prior to the delivery of such Gas to Spire at the receipt point(s) and after the Gas has been tendered to or for the account of Customer by Spire at the delivery point(s). Spire shall be deemed to be in exclusive control and possession of the Gas transported only while it is in Spire's facilities between the Receipt Point(s) and Delivery Point(s).

12.2 Responsibility and Liability. The party deemed to be in control and possession of the Gas to be transported as provided in Section 12.1 above shall be fully responsible for and shall indemnify and hold harmless the other party with respect to any and all losses (except losses of gas resulting from events of Force Majeure) incurred due to or resulting from any claims, suits, causes of action, liabilities, or damages arising from or in connection with the first party's control and possession of the Gas (including all court costs and reasonable attorneys' fees). In the event of Force Majeure, the owner of the gas is responsible for any Gas losses.

12.3 Warranty of Title. Customer warrants that it will have good title to all Gas delivered, or caused to be delivered, by it to Spire free and clear of all liens, encumbrances and claims whatsoever. Customer further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any taxes and all claims of every nature whatsoever in, to, or in respect of Gas delivered by it; and Customer hereby agrees to defend at its cost, and, when notified by Spire, to indemnify, and defend if requested by Spire, Spire against all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claims to the Gas delivered to Spire. Spire assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any Gas delivered at the receipt point(s) and Customer or its seller shall pay all such royalties or other interests upon or in respect to such Gas.

13. FORCE MAJEURE

13.1 Definition. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, acts of terror, arrests, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military authority, civil disturbances, explosions, breakage, accidents, emergency tests, maintenance or repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural Gas wells, inability to obtain or unavoidable delay in obtaining material and equipment, curtailment of firm service under any transportation or exchange agreement necessary for the party claiming suspension to comply with its obligations under this Tariff and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.

13.2 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by Force Majeure to carry out its obligations under this Tariff, it is agreed that on such party's giving notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, other than the obligation to make payment, insofar as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch.

13.3 Reservation Charge Crediting. Notwithstanding the foregoing, Spire's responsibility for the crediting of reservation charges where a Force Majeure causes the curtailment of firm service shall be as set forth in Section 35 of these General Terms and Conditions.

14. CAPACITY RELEASE

14.1 Definitions

(a) The term "Approved Bidder" shall mean any Potential Bidder that has met Spire's credit criteria as set forth in Section 5.4 of these General Terms and Conditions.

(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 Customer's Release Offer, or the economic standard set forth in Section 14.7 herein if the Releasing Customer did not include such standard in its 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 "Replacement Capacity Agreement" shall mean, for a particular release transaction, the Service Agreement comprised of the notice of award of capacity posted on Spire's Internet web site and the terms of the form of Service Agreement under the applicable rate schedule, which forms are located in this Tariff and posted on Spire's Internet web site.

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

(g) The term "Net Revenue" shall mean the amount calculated as provided in Section 14.7(c)(i)(A) 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 Customer and a Pre-Arranged Replacement Customer pertaining to the release of firm capacity, subject to this Section 14.

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

(k) The term "Present Value" shall have the same meaning as unit bid value calculated as set forth in Section 14.7(c) below.

(l) 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.

(m) The term "Rate Default" shall be as defined in NAESB Standard 5.2.5.

(n) The term "Rate Floor" shall be as defined in NAESB Standard 5.2.4.

(o) The term "Release Offer" shall mean the information required by Section 14.3 herein provided by a Releasing Customer 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 Customer.

(p) The term "Releasing Customer" shall mean any Customer holding firm capacity on Spire'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 14.

(q) The term "Replacement Customer" shall mean a Customer receiving firm capacity rights of a Releasing Customer pursuant to a Release Offer under this Section 14.

(r) The term "Winning Bid" shall mean the Best Bid as determined by Section 14.7 herein.

(s) The term "Winning Bidder" shall mean the Approved Bidder that submits the Winning Bid or, as applicable, a Pre-Arranged Replacement Customer who exercises the right to match the Winning Bid pursuant to Section 14.5(c)(ii) below.

14.2 Availability

(a) Any Releasing Customer may utilize the procedures set forth in this Section 14 to offer to release all or any part of its Part 284 firm capacity on a temporary or permanent basis. A Releasing Customer must utilize Spire's Internet web site for the posting of its Release Offer for bid as set forth herein or for the transmittal of information for posting to Spire's Internet web site pursuant to Sections 14.5(c)(i) and 14.5(d).

(b) Any party desiring to obtain capacity on Spire's system may transmit for posting to Spire's Internet web site a request to purchase capacity that is releasable. Such request must include, at a minimum, the following types of information: the requesting party's contact information; quantity(ies) requested; date range; location information; other terms and conditions specified to the potential Replacement Customer; and any additional information as required by Spire. Any capacity released in response to a request under this Section 14.2(b) must be released in accordance with the terms and conditions set forth in this Section 14. Spire shall maintain a party's offer to purchase capacity on Spire's Internet web site for the period of time requested by a party; provided, however, that a party's requested posting period cannot exceed 90 Days.

(c) Notwithstanding that Releasing Customer holds a Negotiated Rate, capacity release transactions shall be subject to Spire's recourse rates unless Spire agrees to allow

Replacement Customer to receive such Negotiated Rate, and to make any necessary filing with the Commission to effectuate the same.

14.3 Basic Terms of Release Offers

(a) Except for Pre-Arranged Releases as provided in Sections 14.5(c) and 14.5(d), a Releasing Customer must notify Spire of its Release Offer by transmitting its Release Offer to Spire's Internet web site for posting. A Release Offer shall contain the following information:

(i) The quantity of firm capacity (in Dth per Day) to be released, which shall not be greater than the Releasing Customer's MDTQ as set forth in its contract.

(ii) The specific path of the released capacity, including the receipt and delivery point capacity which will be released. Subject to the terms of Section 32 of these General Terms and Conditions, the release can be for all or any portion of the Releasing Customer's Primary Path capacity, including any portion or segment of the Releasing Customer's Primary Path, and any receipt and delivery points within the Primary Path, subject to the priority of firm Customers utilizing such points as primary points. Additionally, a Customer can create and release Secondary Path capacity through segmentation procedures as set forth in Section 32 of these General Terms and Conditions. Firm Customers shall not release capacity on any segment in excess of their MDTQ. A Releasing Customer desiring to release a segment of its Primary Path or to release a Secondary Path must specify the receipt and delivery points for the segment being released. Releasing Customer may request Primary Receipt and/or Delivery Points for the Primary Path Segment being released within the Primary Path up to its entitlement on that segment and for the unreleased Primary Path Segment within the Primary Path up to its entitlement on that segment. Releasing Customer may also request Primary Receipt and/or Delivery Points outside its Primary Path, subject to the entitlements and terms set forth in Section 32 of these General Terms and Conditions. In cases where new primary points are requested, the capacity release schedule set forth in Section 14.4 below shall not apply, but the requests will be processed as soon as practicable, which in most cases should be no longer than two (2) Business Days after receipt, and the release shall then be processed in accordance with Section 14.4 (b) or (c), as applicable. The establishment of any such primary points shall be subject to the terms of this Tariff and the availability of capacity.

(iii) The term of the release, which term must be for at least one Day (commencing at any of the effective times for standard nomination cycles specified in Section 9.1(f)(i) above).

(iv) The minimum and the maximum price for the released capacity for a non-index based release (stated in either dollars and cents or as a percentage of Spire's Maximum Firm Transportation Charge) or for an index-based release, the formula as detailed in the Release Offer. Such rates shall be no less than Spire's minimum applicable Tariff reservation rate(s) applicable to the released capacity and

shall not be greater than the Maximum Firm Transportation Charge, for releases with terms greater than one year, which may be stated as a one-part rate no greater than the one hundred percent (100%) load factor equivalent of Spire's Maximum Firm Transportation Charge. Releases for a term of one year or less are not subject to Spire's Maximum Firm Transportation Charge ceiling, and the rates may also be stated as a one-part rate. Spire will support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(v) The full legal name and identification number of any Pre-Arranged Replacement Customer, and whether there is an affiliate relationship between the Releasing Customer and such Pre-Arranged Replacement Customer, if the Releasing Customer has already found a willing purchaser for its capacity.

(vi) Whether the Pre-Arranged Replacement Customer is an asset manager as defined in Section 284.8(h)(3) of the Commission's regulations, or as a marketer participating in state-regulated retail access programs as defined in Section 284.8(h)(4).

(vii) An objective and nondiscriminatory economic standard for determining the Winning Bid. The capacity release schedule set forth in Section 14.4 below shall not apply unless the Releasing Customer selects one of the methodologies to be used as listed in Section 14.4(a) below. For index-based capacity release transactions, the Releasing Customer should provide the necessary information and instructions to support the chosen methodology and sufficient instructions to evaluate the corresponding bid(s) according to the timelines or schedule. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).

(viii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.

(ix) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.

(x) Whether the capacity being released is subject to recall and/or reput, and if so, the exact conditions for such recall and/or reput (which conditions must conform to Section 14.12 below). Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper and should be specified at the time of the lease transaction;

(xi) If Releasing Customer does not wish to receive notifications regarding Replacement Customer's creditworthiness (as described in Section 14.10(b) below), a statement to that effect.

(xii) Whether index-based bids may be submitted and, if so, specification of the index-based formula, the Rate Floor and Rate Default (cannot be less than the Rate Floor, if any), as applicable.

(xiii) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer. Releases pursuant to Section 14.5(c)(iii) below shall contain the information required by Section 284.8(h)(3) or (4) as applicable of the Commission's regulations.

(b) Releasing Customers shall not require any credit evaluation criteria separate from the criteria set forth in Section 23 of these General Terms and Conditions.

14.4 Procedure and Schedule for the Submission of Release Offers for Posting and Bid on Spire's Internet web site

(a) The schedule set forth in (b) and (c) below for the capacity release process is applicable to any party participating in a capacity release if:

(i) all information relating to the Release Offer provided by the parties to the release is valid;

(ii) any potential bidder is deemed to be an Approved Bidder pursuant to Section 14.6(a) and (b);

(iii) there are no special terms and conditions of the Release Offer;

(iv) the Release Offer for non-index-based transactions contains one of the following bid evaluation and award methodologies: Highest Rate, Net Revenue, Present Value;

(v) the Release Offer for index-based transactions contain one of the following bid evaluation and award methodologies: a percentage of the formula, a dollars and cents differential from the formula, a dollars and cents differential from the Rate Floor (when bidding is based on such differential, the invoiced rate for the award should be calculated on the greater of (i) the result of the formula or (ii) the Rate Floor plus the high bid's differential, both not to exceed the maximum reservation rate, if applicable) or an approved methodology in the Tariff, if any; and

(vi) there is no request to establish new or additional segment primary points in the Release Offer.

Release Offers not in compliance with the conditions set forth herein will be processed according to the schedule set forth at Section 14.4(g).

(b) For biddable releases consisting of a period of one (1) year or less:

(i) offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day;

(ii) open season ends at 10:00 a.m. on the same or a subsequent Business Day (evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken);

(iii) if no match is required, evaluation period ends and the award is posted by 11:00 a.m.;

(iv) match is communicated by 11:00 a.m. CT;

(v) match response occurs by 11:30 a.m. CT;

(vi) where match is required, award posting by 12:00 p.m. CT;

(vii) The Winning Bidder's bid for capacity, or the posting of the Pre-arranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on Spire's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.

(c) For biddable releases consisting of a period greater than one (1) year:

(i) offers should be tendered by such that they can be posted by 9:00 a.m. on a Business Day;

(ii) open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days;

(iii) evaluation period begins at 10:00 a.m. CT on the last day of the posting period during which any contingencies are eliminated, determination of best bid is made, and ties are broken;

(iv) if no match is required, evaluation period ends and award is posted by 11:00 a.m. CT;

(v) match is communicated by 11:00 a.m. CT;

(vi) match response occurs by 11:30 a.m. CT;

(vii) where match is required, award is posted by 12:00 p.m. CT;

(viii) The Winning Bid, or the posting of the Pre-Arranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on Spire's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.

(d) (i) The Replacement Customer may submit nominations to use capacity acquired under this Section 14 at the first available nomination opportunity afforded to Customers by Spire contemporaneous with or after the completion of the Replacement Capacity Agreement.

(ii) All Release Offers submitted to Spire for posting on any non-Business Day or after 12:00 p.m. on any Business Day shall be subject to the bidding period set forth in Section 14.4 (b) or (c), as applicable, beginning on the next succeeding Business Day.

(e) Releasing Customers may request posting periods longer than the applicable minimum periods set forth herein, and such requested posting periods shall be set forth in the Releasing Customer's Release Offer.

(f) No changes will be allowed to Release Offers posted on the Internet web site, but a Releasing Customer may withdraw its Release Offer at any time before the close of the posting period if the Releasing Customer notifies Spire through Spire's Internet web site that the Releasing Customer has an unanticipated need for the capacity and if no bids meeting the minimum requirements set forth in the Release Offer have been received.

(g) For releases that do not fully comply with Section 14.4(a) (nonstandard releases) unless provided otherwise in this Tariff, all such releases communicated electronically via the Internet to Spire will be processed as soon as practicable and will be posted not later than two (2) Business Days after receipt, and then shall be processed in accordance with Section 14.4(b) or (c), as applicable.

14.5 Pre-Arranged Replacement Customers

(a) A Releasing Customer may pre-arrange to assign all or any part of its firm capacity to any person or entity before notifying Spire of its intent to release. If this occurs, the Releasing Customer must include the name of its Pre-Arranged Replacement Customer in the Release Offer transmitted to Spire's Internet website for posting pursuant to Section 14.3 or in the information transmitted to Spire's Internet web site for posting pursuant to Sections 14.5(c)(i) and 14.5(d).

(b) A Pre-Arranged Replacement Customer that is not an Approved Bidder must comply with Sections 14.6(a) and (b) before it shall become a Replacement Customer.

(c) Releasing Customer with a Pre-Arranged Replacement Customer may release its capacity without bidding in the following circumstances:

(i) If the release is for a term greater than one year at the Maximum Firm Transportation Charge;

(ii) If the release is for a term of 31 Days or less; or

(iii) If the Pre-Arranged Replacement Customer is a qualified asset manager as defined in Section 284.8(h)(3) of the Commission's regulations or a

marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4). Pre-Arranged Releases under this subsection 14.5(c)(iii) must contain the information required by such regulations, including the volumetric level of the Replacement Customer's delivery or purchase obligation and the time periods during which that obligation is in effect.

(iv) The Releasing Customer must transmit notice of such Pre-Arranged Releases to Spire's Internet web site in accordance with the schedule set forth below.

(A) Timely Cycle

(1) posting of prearranged deals not subject to bid due by 12:00 p.m.;

(2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(B) Evening Cycle

(1) posting of prearranged deals not subject to bid due by 5:00 p.m.;

(2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(C) Intraday 1 Cycle

(1) posting of prearranged deals not subject to bid due by 9:00 a.m.;

(2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(D) Intraday 2 Cycle

(1) posting of prearranged deals not subject to bid due by 1:30 p.m.;

(2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(E) Intraday 3 Cycle

(1) posting of prearranged deals not subject to bid due by 6:00 p.m.;

(2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Unless the release is exempt from bidding as described above, the Release Offer will be posted on Spire's Internet web site and bids will be accepted for the Release Offer in accordance with the applicable posting and award periods set forth in Section 14.4. If more than one Qualifying Bid is the Best Bid and the Release Offer does not specify a tie-breaking criterion, then Spire will use the tie

breaking criteria set forth in Section 14.7(b). If the Pre-Arranged Replacement Customer agrees to match the Winning Bid, then it will be awarded the capacity; otherwise the capacity will be awarded to the Approved Bidder with the Winning Bid.

(d) A Pre-Arranged Release exempted from bidding pursuant to Section 14.5(c)(ii) above shall not be extended, continued or re-released to the same Pre-Arranged Replacement Customer without being subject to the bidding procedures set forth in this Section 14 unless:

(i) such release is exempted from bidding pursuant to Section 14.5(c)(i) or (iii) above; or

(ii) at least twenty-eight (28) Days after the first release period has ended, if such release is for thirty-one (31) Days or less.

Pre-Arranged Replacement Customers may submit nominations to use capacity acquired under this Section 14.5(d) at the first available nomination opportunity afforded to Customers by Spire contemporaneous with or after the compliance with all notification and confirmation requirements provided for in this Section 14.5.

(e) The posting of the notice of the Pre-arranged Release shall be binding. The notice of the Pre-arranged Release as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on Spire's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Pre-arranged Release Offer is posted, completing the Replacement Capacity Agreement, the Pre-Arranged Replacement Customer becomes the Replacement Customer.

14.6 Bidding for Release Offers

(a) In order to become an Approved Bidder, any Potential Bidder must apply to Spire by providing in writing the information necessary to perform a credit evaluation pursuant to Section 23 of these General Terms and Conditions. Such information must be provided in writing. Upon thirty (30) Days' notice via a posting on Spire's Internet web site, Spire may require such information to be provided electronically via the Internet.

(b) Upon a satisfactory credit appraisal by Spire, the Potential Bidder shall become an Approved Bidder.

(c) Spire will maintain an Approved Bidders list in its business office and on its Internet web site.

(d) Any Approved Bidder desiring to submit a bid for a Release Offer must transmit its bid for posting to Spire's Internet web site during the applicable bid periods as set forth in Section 14.4 above. After review by Spire and deletion of the Approved Bidder's identity and the affiliate and/or agent information described in Section 14.6(d)(v) below, Spire will post the bid on its Internet web site. All bids for released capacity are subject to the terms and conditions set forth below. Submission of a bid to Spire shall constitute the Approved Bidder's agreement to pay Spire the applicable rates

and charges posted in the Release Offer and any additional charges applicable under this Tariff (including, but not limited to, charges for utilization of secondary points), and to abide by the terms and conditions of this Tariff, as on file and in effect from time to time.

(i) All bid prices must comply with the requirements of the Release Offer and, if applicable, be made in increments of cents equal to those set forth in Spire's currently effective Tariff rates. The bids should comply with the method specified in the Release Offer; provided, however, Spire's Maximum Firm Transportation Charge may be bid as an alternative to the method specified by the Releasing Customer except when the release is index-based for a term of one year or less or utilizes market based rates.

(ii) All bids are binding. Approved Bidders may withdraw their bids during the applicable posting period if Spire receives notice of withdrawal through Spire's Internet web site prior to the close of the period; however, any Approved Bidder withdrawing its bid shall not submit a new bid for the same Release Offer at a rate lower than its previous, withdrawn bid. If a bid is not withdrawn, any subsequent bid received by Spire from the same Approved Bidder for the same Release Offer will be invalid.

(iii) Bids may contain any contingencies or conditions, but any contingencies or conditions must be fully described including the last date by which the bid shall be null and void if such contingency or condition does not occur.

(iv) Bids outside of the posting period specified in the posted Release Offer or bids that do not comply with the Release Offer and the terms and conditions herein will be deemed invalid.

(v) Bids must indicate whether there is an affiliate relationship between the Releasing Customer and the Approved Bidder. If the bid is for a permanent release, the Approved Bidder must provide the name of any agent or asset manager managing such bidder's transportation service, and if awarded the release, the Approved Bidder shall have a continuing obligation to notify Spire of any change in status relating to its agent or asset manager.

14.7 Awarding Released Capacity to Approved Bidders

(a) After the close of the bidding period, Spire shall review all bids submitted and determine if any bid meets the terms and conditions set forth in the applicable Release Offer and the terms and conditions set forth in this section. Spire shall also verify that each Approved Bidder continues to meet Spire's credit criteria. Except as provided in Section 14.8(b) below, Spire will not be obligated to award released capacity to a Potential Bidder, Approved Bidder or Pre-arranged Replacement Customer until and unless such bidder or customer meets Spire's creditworthiness requirements applicable to all services such bidder or customer receives from Spire, including the service represented by the capacity release. If the bid meets these conditions, then it will be deemed a Qualifying Bid. Spire will then determine the Best Bid(s) from the Qualifying Bids

received that meet(s) the objective, nondiscriminatory conditions of the Releasing Customer's Release Offer.

(b) If only one Qualifying Bid is the Best Bid, then that bid shall be the Winning Bid. If there are two or more Best Bids and the Releasing Customer failed to provide a standard for determining the Winning Bid as set forth in Section 14.3(a)(ix), the released capacity will be awarded to the Approved Bidder that submitted its bid first. If two or more Best Bids are received by Spire at the same time, Spire shall use a lottery to select the Winning Bid from among those Best Bids. If capacity offered for release remains after determination of the Best Bid and the Releasing Customer does not specify another method for disposition of such capacity, then Spire will determine from among the remaining Qualifying Bids the next Best Bid and proceed in the same manner until all the offered capacity has been awarded to Approved Bidders submitting Qualifying Bids.

(c) Unless specifically requested otherwise by a Releasing Customer in its Release Offer, Qualifying Bids for released capacity shall be evaluated using the economic standard as set forth below.

Spire shall calculate a bid value and unit bid value for each Qualifying Bid and shall determine the Winning Bid as follows:

(i) For each month, the MDTQ and reservation charge per Dth stated in the Qualifying Bid shall be multiplied together to derive a gross monthly revenue figure. If the Qualifying Bids contain volumetric-based charges permitted by the Release Offer, then the gross monthly revenue figure shall also be multiplied by: (A) the average monthly transportation flow (in percentage terms) that the Releasing Customer stated should be assumed for bid evaluation hereunder, if any; or (B) otherwise, ten percent (10%).

(ii) Each gross monthly revenue figure shall be discounted to a Present Value figure as of the first Day of the capacity release as set forth in the Release Offer, using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission.

(iii) The Present Value figures for the proposed release shall be summed, and such sum shall be the bid value.

(iv) The unit bid value is defined to equal the bid value divided by the product of: (A) the highest capacity quantity (in Dth) sought in the Qualifying Bid for any Day; multiplied by (B) the release term (in months) in the Release Offer; and multiplied further by (C) thirty and four-tenths (30.4).

(v) The Qualifying Bid which produces the highest unit bid value will be deemed to be the Best Bid.

(d) If there is no Winning Bid for the Releasing Customer's capacity, the Releasing Customer may resubmit its Release Offer to Spire's Internet web site for

another posting period, and may modify any of the terms and conditions of its previous Release Offer.

(e) Spire will post the names of, and affiliate and, as appropriate, agent information for, all Winning Bidders for released capacity pursuant to Sections 14.4(b) and (c) above.

14.8 Permanent Release of Firm Capacity

If a Releasing Customer releases its capacity permanently, Spire's approval of the Pre-Arranged Replacement Customer or the Winning Bidder shall not relieve the Releasing Customer of its liability to Spire for any difference between the Releasing Customer's Maximum Firm Transportation Charge (or, if Spire and the Releasing Customer have agreed to a different rate, the agreed upon rate) plus any other liabilities of the Releasing Customer to Spire, and the Winning Bidder's rate, unless, in cases where the Releasing Customer has agreed to pay Spire's Maximum Firm Transportation Charge, the Pre-Arranged Replacement Customer or Winning Bidder agrees to pay Spire the Maximum Firm Transportation Charge for the released capacity and agrees to assume all other obligations of the Releasing Customer. Spire's decision to relieve the Releasing Customer of its liability to Spire shall be reasonably exercised on a not unduly discriminatory basis. Unless the Releasing and Replacement Customer agree otherwise, the Releasing Customer shall remain liable for any exit fee negotiated by and between Spire and the Releasing Customer that is associated with the permanent release of the Releasing Customer's capacity. Spire may not unilaterally impose an exit fee on a Releasing Customer.

14.9 Contracting for Released Capacity

(a) The Replacement Capacity Agreement shall contain the Replacement Customer's receipt and delivery points, MDTQ, and the Primary or Secondary Path, as applicable.

(b) Subject to Spire's Tariff and the terms of the Release Offer, each Replacement Customer assumes the rights and obligations of the Releasing Customer, including the use of Secondary Receipt and Delivery Points associated with the Primary or Secondary Path released.

(c) Any Replacement Customer under a temporary release may not request a change in Primary Receipt or Primary Delivery Point(s) unless the original Releasing Customer has evidenced its agreement to any such change by including it in its Release Offer.

14.10 Allocation of Quantities and Billing for Releases

(a) Spire will track a Replacement Customer's quantities for the term of the release, and allocate quantities and charges between a Releasing Customer and a Replacement Customer for services and penalties accordingly. In the event of an intraday capacity release recall, Spire will determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata

Capacity and the Releasing and Replacement Customers' applicable contract entitlements shall be adjusted accordingly. Variations to the use of Elapsed Prorata Capacity may be necessary to reflect the nature of Spire's Tariff, services and/or operational characteristics. Spire shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of recall. The amount of capacity allocated to the Replacement Customer(s) will equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity or other Tariff-specific variations of the Elapsed Prorata Capacity as described above.

(b) Spire will simultaneously credit the Releasing Customer for amounts billed to the Replacement Customer subject to any agreement between the Releasing Customer and Spire regarding credits in excess of amounts which Releasing Customer is obligated to pay Spire (any such agreement will be entered into pursuant to Spire's Negotiated Rate authority set forth in Section 18 below). The credits given the Releasing Customer shall be net of any usage or volumetric charges, imbalance charges, and penalties billed the Replacement Customer for the actual transportation. If payment is not received from the Replacement Customer as set forth in this section, then Spire shall reverse the credit(s) given the Releasing Customer unless or until the Replacement Customer remits the payment due. Spire shall notify the Releasing Customer as soon as practicable of the Replacement Customer's payment delinquency, and the Releasing Customer shall be entitled to recall the capacity released from the defaulting Replacement Customer upon ten (10) Days written notice if the Replacement Customer's failure to pay continues for thirty (30) Days after payment is due. Defaults of Replacement Customers shall be treated by Spire in accordance with Section 16 of these General Terms and Conditions. Any defaulting Replacement Customer shall be prohibited from bidding for released capacity or entering into a new Replacement Capacity Agreement, and such Replacement Customer may have further services from Spire suspended so long as the defaulting Replacement Customer fails to remit payment for the contracted released capacity. Each Releasing Customer shall remain liable to Spire for monthly reservation fees, surcharges, transition costs, and any other direct bill amounts. The Releasing Customer shall not be liable for charges or penalties incurred by the Replacement Customer as a result of the Replacement Customer's own conduct.

(c) Unless the Releasing Customer specifies otherwise in the applicable Release Offer or Pre-Arranged Release, Spire will provide the Releasing Customer with Internet e-mail notification, reasonably proximate in time with any of the following formal notices given by Spire to the Releasing Customer's Replacement Customer(s), of the occurrence of any of the following:

- (i) Notice regarding past due, deficiency, or default status pursuant to this Tariff;
- (ii) Notice regarding suspension of service;
- (iii) Notice regarding contract termination due to default or credit-related issues; and

(iv) Notice that Replacement Customer is no longer creditworthy and has not provided credit alternatives pursuant to this Tariff.

14.11 Release by Replacement Customers

All Replacement Customers may re-release their capacity subject to the terms and conditions for release as set forth herein and, for segmented releases, in Section 32 of these General Terms and Conditions.

14.12 Recalls and Reputs

The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall (including, but not limited to, limitations on providing recall notification on a non-Business Day and otherwise on recall notification periods which may be used by Releasing Customer other than as set forth in below) and reput, if applicable, its capacity. When capacity is recalled, it may not be reput for the same Day. The deadline for notifying Spire of a reput is 8:00 a.m. on the Day before Gas flow.

(a) If the recall will not result in a change in the quantity of Gas scheduled at any receipt or delivery point, or the entity supplying the Gas for transportation, the recall shall be self-implementing. The Releasing Customer shall submit a recall to Spire via Spire's Internet web site indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon Spire's receipt of the recall and thereafter Spire shall allocate all Gas quantities transported utilizing the recalled capacity to the Releasing Customer. The Releasing Customer shall provide notification of the recall to the Replacement Customer and any other affected party.

(b) If the recall will result in a change in the quantity of Gas scheduled at any receipt or delivery point, or the entity supplying the Gas for transportation, the Releasing Customer shall submit a revised nomination to Spire in accordance with the deadlines set forth in subsection (iv) below. The Releasing Customer shall provide prior notice of its recall to Spire through Spire's Internet web site unless Spire, the Releasing Customer, and the Replacement Customer agree otherwise. The Releasing Customer shall also provide notification of the recall to the Replacement Customer and any other affected party.

(c) In the event of a dispute respecting any recall, Spire shall be entitled to rely on the revised nomination provided to Spire by the Releasing Customer indicating the recall in allocating Gas quantities and assessing the applicable charges, and the Releasing and Replacement Customers shall indemnify and hold Spire harmless in any dispute involving the recall from any costs, damages, or expenses resulting from Spire's reliance on the revised nomination.

(d) Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity as follows:

(i) Timely Recall Notification:

(A) A Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 8:00 a.m. on the Day that Timely Nominations are due;

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the Day Timely Nominations are due.

(ii) Early Evening Recall Notification:

(A) A Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 3:00 p.m. on the Day that Evening Nominations are due;

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the Day that Evening Nominations are due.

(iii) Evening Recall Notification:

(A) Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 5:00 p.m. on the Day that Evening Nominations are due;

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the Day that Evening Nominations are due.

(iv) Intraday 1 Recall Notification:

(A) A Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due; and

(v) Intraday 2 Recall Notification:

(A) A Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 12:00 p.m. on the Day that Intraday 2 Nominations are due;

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 1:00 p.m. on the Day that Intraday 2 Nominations are due.

(vi) Intraday 3 Recall Notification:

(A) A Releasing Customer recalling capacity must provide notice of such recall to Spire and the first Replacement Customer no later than 4:00 p.m. on the Day that Intraday 3 Nominations are due.

(B) Spire will provide notification of such recall to all affected Replacement Customers no later than 5:00 p.m. on the Day that Intraday 3 Nominations are due.

If a Releasing Customer provides recall notification to Spire prior to the deadlines specified in (A) through (F) above and such notifications are received between 7:00 a.m. and 5:00 p.m., Spire will provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. If Spire receives recall notification after 5:00 p.m. and prior to 7:00 a.m., it will provide notification to all affected Replacement Customers no later than 8:00 a.m.

(v) Releasing Customer shall provide recall notification to Spire by submitting a recall to Spire through Spire's Internet web site. The recall notification shall specify the recall notification period for the specified effective Day and the recall quantity, which shall be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity, as well as any other information needed to uniquely identify the capacity being recalled.

(vi) Spire will notify Replacement Customers of recalls via Internet e-mail unless otherwise agreed. The Replacement Customer must provide Spire with up to two Internet e-mail addresses to be used in such notification process in Replacement Customer's bid or confirmation of Pre-arranged Release. Such recall notification information shall be posted on Spire's Internet web site as part of the capacity release award. Replacement Customer shall be responsible for providing updates to Spire of such e-mail addresses, as necessary, and for notifying the Releasing Customer of such updates and Spire shall have no liability or responsibility for Replacement Customer's failure to provide updated recall notification information. Updated recall notification information, including the effective date of such new information, must be provided to Spire in writing or electronically via the Internet as specified by Spire. Spire has no obligation to provide notification until Replacement Customer provides an e-mail address for that purpose. Spire's recall notification will indicate if penalties will apply for the Day for which quantities are reduced due to a capacity recall.

14.13 Other Terms and Conditions

(a) Spire reserves the right to review any and all postings made to its Internet web site and to reject or remove any such postings that do not comply with the applicable terms and conditions of this Tariff. Spire will notify the affected parties of the rejection or removal of any postings not in compliance with this Tariff.

(b) Spire shall in no respect be liable to Releasing Customers or Approved Bidders for errors or omissions in their postings, except as a result of Spire's negligence.

14.14 Marketing Fees

If Spire and any Releasing Customer agree, Spire will actively market a Releasing Customer's capacity for the agreed upon consideration. Such agreement shall be in writing, and shall be entered into at Spire's option.

14.15 Spire's Right to Terminate a Temporary Release.

Spire may elect to terminate a temporary Replacement Capacity Agreement(s) upon no less than thirty (30) Days' written or electronic notice, under the following conditions:

(a) (i) The Releasing Customer has failed to make payment when due under any or all of its Service Agreement(s) and/or has failed to maintain solvency or demonstrate creditworthiness (or provide assurance of payments) in accordance with the provisions of this Tariff; and

(ii) Spire has commenced the termination process in accordance with the terms of this Tariff; provided, however, that termination of the Replacement Customer's Service Agreement shall not occur prior to termination of the Releasing Customer's Service Agreement; and

(b) The rate the Replacement Customer is obligated to pay under the release, as determined by the terms of the release and Spire's Tariff, is less than the rate under Spire's Service Agreement with the Releasing Customer (or, if the Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges); provided, however, that a creditworthy Replacement Customer can continue an existing capacity release by notifying Spire that it agrees to pay a rate for the remainder of the term of Replacement Customer's Replacement Capacity Agreement that equals the lower of: (i) the Maximum Firm Transportation Charge; (ii) the same rate as the Releasing Customer agreed to pay Spire, or (iii) a rate mutually agreed to by Spire and Replacement Customer. Notification by Replacement Customer of its agreement to (i) or (ii) shall be deemed to modify the award of capacity to the Replacement Customer to reflect the change in terms of the capacity release transaction. Any such agreement referred to in (iii) above must be finalized prior to the end of the thirty (30) Days notice period.

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL

15.1 Pregranted Abandonment. Spire shall have pregranted authority to abandon service to a Customer pursuant to Section 7(b) of the Natural Gas Act and Section 284.221 (d) of the Commission’s Regulations, and shall have no further obligation to render service to the Shipper upon the termination or expiration of Customer’s service agreement entered into pursuant to this Tariff.

15.2. Service Agreement Extension by Mutual Agreement. At any time prior to the expiration or termination of a Service Agreement, Spire and Customer may, by mutual agreement, extend the term of such service agreement, the length of such extension and other related term modifications (such as changes to quantities, applicable rate, and primary receipt and/or delivery points) to be negotiated in a not unduly discriminatory manner. With respect to FTS Agreements, this term extension option shall remain available until such time as Spire has posted the capacity under the subject FTS Agreement as available for bid or initiated an open season regarding such capacity, and, in either event, Transporter has received a bid from a third party for such capacity.

15.3 Eligibility for Right of First Refusal. The Right of First Refusal (“ROFR”) process set forth in this Section 15 shall be available to the following Customers (referred to herein as “ROFR Customers”):

(a) Any Customer under an FTS Agreement with a primary term of twelve (12) or more consecutive months of service at the maximum applicable recourse rate; and

(b) Any Customer under an FTS Agreement where Spire and Customer have mutually agreed to include a right of first refusal in such FTS Agreement, which right of first refusal shall be referred to as a Contractual ROFR and which shall grant Customer the same rights and be subject to the same process as the ROFR process set forth in this Section. Spire shall agree to afford a Contractual ROFR, if any, on a non-discriminatory basis.

15.4 ROFR Notification Requirements. ROFR Customer must notify Spire if it wants to exercise its right of first refusal with respect to any or all of its firm capacity pursuant to the procedures in this Section 15. If ROFR Customer has an evergreen provision in its FTS Agreement which provides for termination notice to be given to the other party at least twelve (12) months prior to the termination date, ROFR Customer’s written notice to exercise its right of first refusal must be given to Spire no later than six (6) months after the date Spire provides notice of termination under the FTS Agreement. If ROFR Customer has an evergreen provision in its FTS Agreement which provides for termination notice to be given to the other party less than twelve (12) months prior to the termination date, ROFR Customer’s notice to exercise its right of first refusal must be given no later than three (3) months after Spire provides notice of termination under the FTS Agreement. However, if ROFR Customer has an evergreen provision in its FTS Agreement and provides Spire written notice of termination under the FTS Agreement to Spire, ROFR Customer’s notice to exercise its right of first refusal must be given in its written notice of termination. If the ROFR Customer does not have an evergreen provision in its FTS Agreement, the notice to exercise its right of first refusal must be given at least eighteen

(18) Months or one-half of the term of the FTS Agreement, whichever is less, prior to the expiration date of the FTS Agreement.

15.5 Spire Notification of ROFR Capacity Availability.

After the ROFR Customer notifies Spire whether or not it desires to retain its ROFR, as provided for in Section 15.4 herein, then Spire shall post notice of the potential availability of the firm capacity subject to ROFR (“ROFR Capacity”), as well as the availability of any capacity for which the ROFR Customer elected not to retain its right of first refusal, within two (2) Business Days.

15.6 Bidding Process.

Spire will conduct a bidding process for ROFR Capacity not more than thirty (30) months nor less than two (2) months prior to the expiration or termination of the subject service agreement. Such process shall follow generally the protocol set forth in Section 15 of these General Terms and Conditions; provided that:

- (a) The ROFR bidding period will be for a minimum period of five (5) Business Days;
- (b) Spire may at its discretion include a reserve (minimum) price as well as a minimum or maximum term for any bids submitted for less than the maximum recourse rate;
- (c) All bidders must have been pre-approved under Spire’s creditworthiness review process as set forth in Section 23 of the General Terms and Conditions, or include with their bid the applicable credit support as required by that same section;
- (d) Bidders must specify the contract number of the expiring or terminating FTS Agreement to which the ROFR Capacity applies;
- (e) Bids may be received either in writing or via Spire’s Internet web site but in either event must satisfy all requirements specified in the posting and this Section 15 and be binding in order to be deemed a bona fide bid; and
- (f) Spire may at its discretion require that bidders furnish a deposit which will either be refunded in full if the bidder is not awarded the capacity or applied against future transportation charges if the capacity is awarded to the bidder.

15.7 Spire shall evaluate all bona fide bids submitted for all or part of the available firm capacity applying the same economic standard as Spire utilizes to evaluate bids under the Capacity Release Program, provided that for ROFR purposes, Subsections (iv) and (v) of Section 14.7(c) of this Tariff shall not be utilized. Spire will not be obligated to provide firm service or accept any bid at less than Spire’s maximum applicable Tariff rate(s).

15.8 If two or more bona fide bids qualify as the best bid, then Spire will select the first bid received as the bid that the existing capacity holder must match. If two or more bona

bona fide qualifying bids are received by Spire at the same time, Spire shall use a lottery to select the bid that the existing capacity holder exercising its right of first refusal must match. An existing capacity holder may have to match more than one bid if each bid is for only part of the existing capacity holder's capacity.

15.9 If Spire determines that the best bid is acceptable, then Spire shall notify the firm capacity holder that elected to exercise its right of first refusal in writing or electronically via the Internet at least thirty (30) Days before the expiration of its firm Service Agreement of the best bid(s), as determined pursuant to Section 15.7, that the firm capacity holder must match in order to retain all or part of its capacity. Spire shall also post on its Internet web site the best bid(s), or Spire shall post that no acceptable bid(s) were received by Spire for the available capacity. The firm capacity holder must respond in writing to Spire's notice of the best bid(s) and elect whether or not to match the competing bid(s) within fifteen (15) Days of receipt of Spire's notice under this provision. Upon thirty (30) Days' notice via a posting on Spire's Internet web site, Spire may require that such response and election be provided to Spire electronically via the Internet. If the existing firm capacity holder agrees to match the best bid(s), Spire shall tender an FTS Agreement in the applicable format as described in Section 6 of the General Terms and Conditions above, for the firm capacity identical to the best bid(s) matched. The existing firm capacity holder shall have thirty (30) Days from the date the agreement is tendered to execute and return the FTS Agreement to Spire in the same format in which it was tendered. If the existing firm capacity holder declines to match the best bid(s) or fails to respond within the time period specified herein, Spire shall notify the bidder(s) that made the best bid(s) of the availability of the firm capacity, and shall tender a firm FTS Agreement to that bidder(s).

15.10 If no bona fide bid(s) for the available capacity is received which are acceptable to Spire, the ROFR Customer that elected to exercise its right of first refusal may retain its capacity if Spire and that Customer agree on the rate to be charged. In no event may Spire and the ROFR Customer agree upon terms that yield to Spire a Present Value lower than the Present Value of the highest bona fide bid received during the bidding period and in no event will Spire be required to accept a rate lower than the applicable maximum recourse rate. If, after ten (10) Business Days (or such longer period as Spire may agree on a nondiscriminatory basis) Spire and the ROFR Customer are unable to agree on the terms of a new FTS Agreement, then the ROFR Customer's existing FTS Agreement shall be deemed extended at the maximum lawful rate, for the same quantities (or such lesser volumetric portion as the ROFR Customer may elect) and other terms for a period of one (1) year, after which the ROFR Customer's FTS Agreement shall expire and Spire will have all necessary abandonment authority under the Natural Gas Act and be released from any further obligation to the ROFR Customer upon such FTS Agreement expiration. Spire will also have all necessary abandonment authority under the Natural Gas Act and be released from any further obligation to the ROFR Customer with respect to any volumetric portion that the ROFR Customer has elected to reduce during the one (1) year extension period.

15.11 In the event that either the ROFR Customer or any succeeding bidder fails to execute and return a service agreement tendered by Spire pursuant to the terms of this Section 15 in the timeframe required herein, such Customer shall forfeit any right to the

capacity specified in such service agreement, Spire shall have all necessary abandonment authority with respect to such service under the Natural Gas Act, and Spire will proceed to either tender the capacity to the bidder(s) with the highest bona fide bid, or post the subject capacity as available on its Internet web site and take any other action it deems appropriate to market such capacity consistent with the terms of this Tariff.

15.12 Spire and Customer may mutually agree in writing to terminate any firm service agreement prior to the end of the effective term, provided that Spire is financially whole after the mutual termination. Such termination exit fee shall include, but is not limited to, the sum of (i) the present value (utilizing a discount factor that appropriately addresses the risk of such termination) of all monthly reservation charges under the firm service agreement being terminated and (ii) any other amounts outstanding under such agreement.

16. BILLING, STATEMENTS, PAYMENT AND RECORDS

16.1 Spire shall, no later than the ninth (9th) Business Day of each month, render invoices for all charges incurred by Customer during the previous month, pursuant to the applicable rate schedule based on actual quantities delivered, or if not available, best estimates; provided, however, that adjustments shall be made to such quantities in subsequent months' invoices, as required based on actual quantities delivered. Spire shall make available each Customer's invoice via electronic means unless otherwise requested by Customer. If for any reason the presentation of an invoice by Spire to Customer is delayed until after the ninth (9th) Business Day of the Month, then payment by Customer may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary information, Spire shall submit to Customer an invoice for billing based on such information. For reporting purposes, Btu conversion factors should be reported to not less than three (3) decimal places and Pressure Base conversion factors should be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places should be used for both conversion factors. Upon prior written or electronic notice Spire may require Customer to pay invoiced amounts by electronic funds transfer to a designated bank account established by Spire of funds to be available on the date payment is due. Subject to Section 16.4 below, payments for all charges billed in accordance with the provisions of this Tariff shall be made by Customer to Spire within ten (10) Days of the postage meter date, postmark date, telecopy date, delivery date of overnight mail, time stamp date or date of hand delivery of the Customer's bill. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment is received by Spire.

16.2 Upon sixty (60) Days prior written or electronic notice in the event Customer fails to pay all of the amount due Spire within the ten (10) Day period, Spire may require payment of interest thereon from the later of the due date or of such notice at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission.

16.3 If failure to pay continues for thirty (30) days after payment is due, Spire, upon ten (10) Days' prior written notice to Customer, may suspend further receipt and/or delivery of Gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 23 of these General Terms and Conditions. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) Day notice period, Spire, in addition to any other remedy it may have hereunder, may, upon thirty (30) Days' written notice to Customer and to the Commission, terminate further receipt and/or delivery of Gas on behalf of Customer.

16.4 Subject to Section 16.5 below, if any Customer disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed and, if it withholds payment of the disputed amount, it must provide full documentation electronically or in writing to Spire, at Spire's option, with respect to the claimed error, including identifying each amount in dispute and the reasons and support therefor.

16.5 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement (including allocations) or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of six (6) months from the date of the invoice or statement thereof unless prior thereto the adjustment is made or the error is challenged in writing, including documentation as to the basis and reasons for the claimed error. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the time periods set forth in this Section 16.5.

(a) Measurement data corrections should be processed within 6 (six) months of the date of the affected transportation invoice with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. The parties may, by mutual agreement or following informal regulatory guidance or legal directive, extend the time periods set forth in this Section 16.5.

(b) Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. The parties may, by mutual agreement or following informal regulatory guidance or legal directive, extend the time periods set forth in this Section 16.5.

(c) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) Days of the determination thereof.

17. DISCOUNTED RATES

17.1 Unless otherwise agreed by Spire and a Customer, Spire shall have no obligation to offer its services at rates less than the maximum rates specified in this Tariff. Such lower rate shall not be less than Spire's applicable minimum rate for the service provided.

17.2 If and when Spire discounts the rates and charges applicable for service under any rate schedule, the components of the currently applicable maximum rate shall be discounted in the following order: The first item of the overall charge discounted will be any surcharge, followed by the base rate charge. Any surcharges will be attributed in accordance with the applicable section of the General Terms and Conditions that provides for the surcharge as established in individual proceedings.

17.3 If Spire agrees to a discounted rate under Spire's rate schedules, the following terms may be agreed to without constituting a material deviation from Spire's applicable pro forma Service Agreement; provided, however, any such rate or component thereof, as set forth in items (a) through (f), shall not be less than Spire's applicable minimum rate, nor greater than Spire's applicable maximum rate. Additionally, Spire and Customer may agree that rate components may be adjusted upward or downward to achieve an agreed upon overall rate so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such rate may apply:

- (a) to specified quantities under Customer's Service Agreement(s);
- (b) to quantities above or below a certain level or all quantities if quantities exceed a certain level;
- (c) in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);
- (d) during specified periods of the year or over specifically defined periods of time;
- (e) to specified receipt points, delivery points, transportation paths, markets or other defined geographical areas; and/or
- (f) to rates based on published index prices for specific receipt or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based on the differential between published index prices or arrived at by formula). Such discounted rate: (1) shall not change the underlying rate design; (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; and (3) shall, in each Service Agreement entered into pursuant to this Section 17.2(f), define the rate component(s) to be discounted.

17.4 If one rate component, which was at or below the applicable maximum rate at the time the discount Service Agreement was executed, subsequently exceeds the applicable maximum rate due to a change in Spire's maximum rates so that such rate component must

be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed upon overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised Tariff sections.

18. NEGOTIATED RATES

18.1 Availability. Notwithstanding anything to the contrary contained in this Tariff, Spire and Customer may negotiate and mutually agree in writing upon a rate for service under any rate schedule contained in this Tariff ("Negotiated Rate"), as further defined below), and such Negotiated Rate shall apply to Spire's provision of such service according to that agreement. Spire's maximum rate as shown on Spire's Statement of Effective Rates and Charges for a particular service ("Recourse Rate") is available for any Customer that does not desire to negotiate a rate with Spire for that service. This Section 18 does not authorize Spire to negotiate terms and conditions of service.

18.2 Definition. A Negotiated Rate shall mean a rate for service or rate formula for service that Spire and Customer have mutually agreed upon, in which the individual components of the individual rate may be less than, equal to, or greater than Spire's maximum and/or minimum rates), if applicable, or usage charge, as stated on Spire's Statement of Effective Rates and Charges for that service, may be based on a rate design other than Straight Fixed Variable (SFV), and may include a minimum volume.

18.3 Negotiated Rates and Capacity Allocation. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Spire's Recourse Rate for that service, for purposes of allocation of capacity pursuant to Section 8 of the General Terms and Conditions of this Tariff, Customers shall be considered to have paid the Recourse Rate. For purposes of bid evaluations that lead to an award of capacity, Spire will award capacity pursuant to Section 5 of the General Terms & Conditions of Spire's Tariff. For purposes of exercising rights to continue service pursuant to Section 15 of the General Terms and Conditions of Spire's Tariff, the highest rate that a Customer must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the Recourse Rate applicable to such service.

18.4 Filing Process. Absent prior Commission approval, no Negotiated Rate agreement shall include terms that deviate in any material respect from those set forth in the Transportation Service Agreement Form included in this Tariff. Each Negotiated Rate agreement shall be filed with the Commission or reflected on a Tariff sheet to be filed no later than the Business Day of commencement of service (or if the Day on which Spire commences such service is not a Business Day, then the next Business Day after Spire commences such service). Any Tariff record filed with the Commission shall state the exact legal name of the Customer, the applicable Rate Schedule, the receipt and delivery point(s), the contract quantities, and, as applicable, the Negotiated Rate or the Negotiated Rate formula. The Tariff sheet also shall contain a statement that the Negotiated Rate agreement does not deviate in any material aspect from the Transportation Service Agreement Form included in this Tariff.

Spire shall record separately the billing determinants, volumes transported, rates, surcharges and all revenues associated with Spire's Negotiated Rate transactions so that this data can be separately identified on an as needed basis. Additionally, Spire will

separately identify as stated above, any and all transactions that originate as Part 284 discounted transactions and subsequently become Negotiated Rate transactions.

18.5 Discount-type Adjustments

(a) Spire shall have the right to seek in future general rate proceedings a discount-type adjustment in the design of its rates related to negotiated rate agreements. Such a discount-type adjustment shall only be allowed to the extent that Spire can meet the standards required of an affiliate discount-type adjustment, including requiring that Spire shall have the burden of proving that any discount granted is required to meet competition. Spire shall be required to demonstrate that any discount-type adjustment for Negotiated Rate agreements does not have an adverse impact on recourse rate shippers by:

(i) Demonstrating that, in the absence of Spire's entering into such Negotiated Rate agreement, Spire would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or

(ii) Making another comparable showing that the Negotiated Rate contributes more fixed cost recovery to the system than could have been achieved without the Negotiated Rate.

(b) Spire also shall have the right to seek a discount-type adjustment in the design of its rates in future general rate proceedings, to the maximum extent permissible under Commission policy, for Negotiated Rate agreements that were converted from pre-existing agreements under which the rates charged to the customer were discounted from the applicable maximum Tariff rates. This ability of Spire to seek a future discount-type adjustment shall apply only to discounted transportation rate agreements under Part 284 of the Commission's regulations where, upon renegotiation of the applicable rate, the new agreement becomes an agreement for transportation service at Negotiated Rates under the definition set forth in Section 18.2 of the General Terms and Conditions. In the event Spire seeks to include such Negotiated Rate agreements in Spire's rate discount adjustment in a future rate proceeding, the discount adjustment shall be based on the greater of (a) the Negotiated Rate revenues received or (b) the discounted Recourse Rate revenues which otherwise would have been received. Spire shall have the burden of showing the appropriateness of such discount adjustments.

19. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

19.1 Purpose

(a) Section 3401(a)(1) of the Omnibus Budget Reconciliation Act of 1986 (Budget Act) requires the Commission to assess and collect fees and annual charges in each fiscal year in amounts equal to the costs incurred by the Commission in each fiscal year. Pursuant to Commission Order Nos. 472, 472-A, 472-B, and 776 (codified in Part 382 of the Commission's Regulations), Spire must remit to the Commission on or before August 31 of every year an allocated portion of the costs incurred by the Commission in the previous fiscal year. Such costs are determined by the Commission as a result of audit and are to be net of any other fees or charges collected during the fiscal year. Spire is allocated a portion of the Commission's net costs based on the total of Spire's reported transportation quantities compared to the total transportation quantities of all eligible reporting natural Gas pipelines. All amounts assessed pursuant to Part 382 of the Commission's Regulations will be recorded in Account 928. Spire intends to recover such costs under these Tariff provisions and not in an NGA Section 4 rate filing.

(b) For the purpose of recovering Spire's allocated portion of the Commission's costs, this section establishes a per unit Annual Charge Adjustment (ACA) Surcharge to be applicable to the usage component of Spire's rate schedules as provided in this Tariff.

19.2 Basis of the Annual Charge Adjustment Surcharge. The ACA Surcharge shall be the unit charge, as revised annually and posted on the Commission's web site located at <http://www.ferc.gov>, and is incorporated by reference in this Tariff for use by Spire in recovering such costs.

20. FUEL USE AND LOST GAS (F&L) ADJUSTMENTS

The F&L Percentages under Spire's Rate Schedules FTS and ITS shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage and lost or unaccounted for Gas in accordance with this section.

20.1 Filing of F&L Adjustments

(a) Effective Date of Adjustment

The effective date of each F&L Adjustment shall be November 1 of each year.

(b) Filing Procedure

At least thirty (30) Days prior to the effective date of the adjustment, Spire shall file with the Commission a schedule of effective F&L Percentages, as determined in accordance with Section 20.2 hereof, together with supporting documentation. Such filing shall be in lieu of any other rate change filing required by the Commission's regulations under the Natural Gas Act.

(c) F&L Adjustment Period

The F&L Adjustment Period shall be the billing period between each effective date of adjustment.

20.2 Computation of Effective F&L Percentages

The effective Fuel Use Percentage shall be the sum of the current Fuel Use Percentage and the Annual Fuel Use Surcharge.

The effective Lost Gas Percentage shall be the sum of the current Lost Gas Percentage and the Annual Lost Gas Surcharge.

20.3 Computation of Current F&L Percentages

(a) Fuel Use Percentage: The current Fuel Use Percentage shall be determined on the basis of the projected quantities of Gas that shall be used for the routine operation and maintenance of Spire's pipeline system divided by the estimated quantities of Gas for transportation under Rate Schedules FTS and ITS for the Recovery Period.

(b) Lost Gas Percentage: The current Lost Gas Percentage shall be determined on the basis of the projected quantities of gas that shall be required for Lost Gas divided by the estimated quantities of Gas for transportation under Rate Schedules FTS and ITS for the Recovery Period.

20.4 Computation of the Annual F&L Surcharges

(a) Spire shall maintain Deferred F&L Accounts with appropriate subaccounts. For each Base Period, the applicable subaccounts shall include the positive or negative change in F&L for the Base Period and any adjustments to the Deferred F&L Accounts

attributable to the immediately preceding Base Period. Spire shall be prohibited from seeking recovery of F&L and any adjustments related to F&L incurred in periods prior to the immediately preceding Base Period.

(b) A change in Fuel Use for each Base Period shall be the difference between (i) the amount of Fuel Use quantities received by Spire during the Base Period and (ii) the actual quantities of Gas expended for fuel usage during the Base Period.

(c) A change in Lost Gas for each Base Period shall be the difference between (i) the amount of Lost Gas quantities received by Spire during the Base Period and (ii) the actual quantities of Lost Gas during the Base Period.

(d) The Annual Fuel Use Surcharge shall be computed by dividing the balance of the Deferred Fuel Use Account for the most recent Base Period, including any adjustments to the Deferred Fuel Use Account attributable to the immediately preceding Base Period, by Spire's estimated quantities of Gas for transportation under Rate Schedules FTS and ITS for the Recovery Period.

(e) The Annual Lost Gas Surcharge shall be computed by dividing the balance of the Deferred Lost Gas Account for the most recent Base Period, including any adjustments to the Deferred Lost Gas Account attributable to the immediately preceding Base Period, by Spire's estimated quantities of Gas for transportation under Rate Schedules FTS and ITS for the Recovery Period.

(f) The Recovery Period for the Annual F&L Surcharges shall be the twelve (12) months beginning November 1.

The Base Period for the Annual F&L Surcharges shall be the twelve (12) months ending on the June 30th before the Recovery Period.

21. FILING FEES

In addition to the amounts set forth in each rate schedule, Customer shall pay Spire an amount to reimburse Spire for any and all filing fees incurred as a result of the Customer's request for service, to the extent such fees are imposed upon Spire by the Commission.

22. OVERRUN SERVICE

22.1 Spire may, but is not obligated to, receive, transport, deliver on any Day overrun quantities of natural Gas in excess of Customer's contract quantity, whether in the aggregate or as specified for each receipt and delivery point, under the applicable Service Agreement when, in Spire's reasonable judgment, the capacity of its system will permit such service without impairing the ability of Spire to meet its other obligations.

22.2 Customer shall pay Spire the applicable rate for overrun service set forth in the rate schedules of this Tariff for the applicable overrun service. Nothing herein, however, shall affect the priorities set forth in Section 6.8 of these General Terms and Conditions.

23. CREDITWORTHINESS OF CUSTOMER

23.1 Spire shall perform an initial or ongoing credit appraisal by utilizing the following information which Customer shall furnish to Spire:

- (a) A copy of Customer's most recent audited financial statement;
- (b) A copy of Customer's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, SEC 10-K form;
- (c) A list of Customer's affiliates, including parent and subsidiaries, if applicable; and
- (d) A bank reference and two trade references. The results of reference checks must show that Customer's obligations are being paid on a reasonably prompt basis.

23.2 Customer must also meet the following criteria in order to be deemed creditworthy:

- (a) Customer 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 creditors, or any informal creditors' committee agreement. An exception can be made for a Customer 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) Customer must not be subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
- (c) Customer must have no significant outstanding collection lawsuits or judgments which would jeopardize Customer's ability to remain solvent.
- (d) If applicable, Customer must have a credit rating of at least BBB- by Standard and Poors ("S&P"), or Baa3 by Moody's, or any equivalent credit rating by any other rating agency to which the parties may agree; provided, however, that in the event that Customer has a credit rating from more than one such agency, all such credit ratings must satisfy the criteria of this Section 23.2(d).

23.3 If Customer fails to establish or maintain creditworthiness, Customer may still obtain service hereunder if it provides Spire:

- (a) a guaranty from a parent company or affiliated third party that meets the credit rating requirements of Section 23.2(d), where the guaranty extends for the term of the Service Agreement, guarantees all payment obligations of Customer under the Service Agreement, and is in a form reasonably acceptable to Spire; or

(b) a prepayment or standby irrevocable letter of credit (in a form reasonably acceptable to Spire) from a major U.S. commercial bank, or the U.S. branch offices of a foreign bank, which is not the Customer or Customer's guarantor (or a subsidiary or affiliate of the Customer or Customer's guarantor) and which has assets of at least \$10 billion and a credit rating of at least A- by S&P, or A3 by Moody's; the prepayment or letter of credit shall be in an amount equal to the following:

(i.) For a Customer requesting or receiving service under Rate Schedule FTS, the Transportation Reservation Charge multiplied by the MDTQ for a period of three (3) months or the duration of the FTS Agreement, whichever is shorter;

(ii.) For a Customer requesting or receiving service under Rate Schedule ITS, the amount equal to the charges for service estimated to be received by Customer over a period of three (3) months or such lesser amount as Customer may elect; provided that Spire shall have no obligation to provide service beyond the level for which Customer has posted credit support; and/or

(iii.) For a Customer requesting or receiving service under the PALS Rate Schedule, the arithmetic average of the monthly prices as published in "Platt's Gas Daily," for REX, Zone 3 delivered for the twelve (12) months prior to the 1st of the month that the prepayment or security is provided multiplied by the Maximum Balance Quantity requested or such lesser amount as Customer may elect; provided that Spire shall have no obligation to provide service beyond the level for which Customer has posted credit support.

23.4 Spire shall have the right, on an ongoing basis, to review Customer's creditworthiness and acceptability of any financial security, including (but not limited to) by requesting from Customer the information contained in Section 23.1 and information relating to the criteria in Section 23.2.

(a) Upon receipt of any request, including (but not limited to) an initial request, from Spire for such information to be used for creditworthiness evaluation, Customer should acknowledge receipt of Spire's request.

(b) If Spire requests additional information to be used for credit evaluation after the initiation of service pursuant to this Section 23.4(a), contemporaneous with the request, it will provide its reason(s) for requesting the additional information to Customer and designate to whom Customer's response should be sent.

(c) Customer must respond to Spire's request for credit information, as allowed by this Tariff, on or before the due date specified in the request. Customer's response will provide all the credit information requested by Spire or provide the reason(s) why any of the requested information was not provided. Customer's obligation to provide confirmation of receipt of Spire's request is met by sending such confirmation to the representatives identified by Spire pursuant to the requirements of Section 23.8(b) below.

(d) Upon receipt from Customer of all credit information provided pursuant to this tariff, Spire will notify Customer that it has received such information.

23.5 If at any time Spire is not reasonably satisfied with Customer's credit or ability to perform under its Service Agreement based on the information contained in Section 23.1 and the criteria set forth in Section 23.2, Spire may, upon ten (10) Days' written notice to Customer, suspend performance of service pending assurance of payments including, without limitation, all amounts invoiced but not paid because such payments are disputed in accordance with the provisions set forth in Section 16.3 of these General Terms and Conditions.

23.6 At any time after Customer is determined to be non-creditworthy by Spire, Customer may initiate a creditworthiness re-evaluation by Spire.

(a) As part of Customer's re-evaluation request, Customer must update or confirm in writing the prior information provided to Spire related to Customer's creditworthiness. Such update should include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.

(b) After Spire's receipt of Customer's request for re-evaluation, including all requested information pursuant to this section, within five (5) Business Days, Spire will provide a written response to Customer's request. Such written response will include either a determination of creditworthiness status, clearly stating the reason(s) for Spire's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer's request unless specified in this tariff, or if Spire and Customer mutually agree to some later date.

23.7 In the event Spire constructs new or modified facilities to accommodate Customer's request for service, Spire may (unless otherwise agreed to or unless Customer reimburses Spire for the cost of the facilities) require Customer to furnish security in an amount up to the full cost of the facilities. Such additional security shall be specified in the precedent agreement and/or Service Agreement between Spire and Customer.

23.8 Notices Pertaining to Creditworthiness and Credit Support.

(a) Customer must designate up to two (2) representatives who are authorized to receive notices regarding Customer's creditworthiness, including requests for additional information, and provide to Spire the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by Spire and Customer. The obligation of Spire to provide creditworthiness notifications provided for in this section is waived until Customer has designated such representative(s) and provided the Internet e-mail addresses to Spire.

(b) Spire will designate on its Internet web site or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness.

(c) Customer and Spire may mutually agree to provide creditworthiness related notifications via forms of communication other than Internet e-mail.

24. OTHER SERVICE TERMS

24.1 Right to Change Rates and Tariff. Spire shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under Spire's rate schedule(s), including both the level and design of such rates and charges; and (2) the applicable terms of service for any rate schedule or any other portion of this tariff. Spire agrees that any Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities, for such adjustment to Spire's existing tariff as may be found necessary to assure that its provisions are just and reasonable.

24.2 Governing Law. All Service Agreements and other agreements entered into by Spire and a Customer pursuant to this Tariff shall be interpreted, performed and enforced in accordance with the laws of the State of Missouri without recourse to conflicts of laws principles that would apply the law of another jurisdiction.

24.3 Assignment and Succession. Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Spire or a Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under any Service Agreement entered into pursuant to this Tariff. Further, any party may, without relieving itself of its obligations under a Service Agreement, pledge, mortgage or assign its rights hereunder as security for its indebtedness. Except as provided herein, Customer shall not transfer or assign any of its rights or obligations under a Service Agreement except pursuant to the Capacity Release provisions of Section 14 of these General Terms and Conditions, or as may be otherwise authorized or directed by FERC.

24.4 Modifications in Writing. No modification of the terms and provisions of any Service Agreement shall be or become effective except by the execution of a written contract.

24.5 Descriptive Headings. The descriptive headings of the provisions of the Service Agreements; Rate Schedules FTS, ITS and PALS; the Replacement Capacity Agreement; the Operational Balancing Agreement; and these General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

25. SUSPENSION OR TERMINATION FOR DEFAULT

25.1 Spire shall not be required to perform or continue service under any of the rate schedules of this Tariff on behalf of any Customer which, within ten (10) Days after receipt of written notice from Spire, fails to comply with any and all of the terms of the applicable rate schedule, the General Terms and Conditions of this Tariff, or with the terms of its Service Agreement(s) with Spire. Notwithstanding the other provisions of the applicable rate schedule, Spire shall have the right to take immediate unilateral action to protect the integrity of its system in the event Spire, in its reasonable discretion, determines that immediate or irreparable harm to Spire's facilities or operations will be caused by Customer's failure to comply with any of the terms of the applicable rate schedule, the General Terms and Conditions, or with the terms of the applicable Service Agreement.

25.2 Spire may waive any defaults by any Customer with respect to performance or compliance with the provisions of the applicable rate schedules and/or General Terms and Conditions on a basis which is not unduly discriminatory; provided, however, that no waiver shall operate or be construed as a waiver of any other or further defaults, whether of a like or different character.

26. UNAUTHORIZED GAS

Any quantity of Gas delivered to Spire's system which was not scheduled under and which cannot be identified as being delivered pursuant to a currently effective Service Agreement, or which cannot be allocated to any OBA, will be treated as unauthorized Gas. Spire shall give notice in writing to the appropriate Point Operator of the unauthorized Gas, and such notice will be posted on Spire's Internet web site. The unauthorized Gas posting will remain on the Internet web site for the lesser of sixty (60) Days or until a valid claim has been received by Spire. If a valid claim and assignment to a Service Agreement or OBA are received, then Customer under such Service Agreement or OBA shall address the disposition of such unauthorized Gas consistent with the terms of the applicable Agreement. If no valid claim or assignment to an Agreement is received by Spire, then upon the passage of the sixty (60) Day posting period, Spire shall retain such unauthorized Gas at no cost to Spire, free and clear of any adverse claims. The realized value of any unauthorized Gas retained by Spire pursuant to this Section 26 will be credited back to Customers pursuant to Section 31 of these General Terms and Conditions.

27. LAWS, REGULATIONS AND ORDERS

27.1 It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the applicable Service Agreement, be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable, the Service Agreement shall be deemed modified to conform to the law, order, rule, or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the Service Agreement.

27.2 Collection of Sales and Use Taxes. Customer shall pay to Transporter any applicable energy, value added, sales or use tax, or similar tax, and any penalty and interest imposed on the Customer by the federal government, any state, or by any political subdivision of a state, which amount Transporter is obligated by law to collect and remit. Payment shall be at the applicable rate prescribed by law. If Customer is exempt from the obligation to pay such taxes, Customer shall provide Transporter with documentation establishing that exemption.

28. STANDARDS OF CONDUCT

Standard of Conduct Posting Requirements: All information pertinent to Spire's compliance implementation procedures and other information required to be posted pursuant to the FERC Standards of Conduct for Transmission Providers (Order No. 717) regulations will be provided on Spire's Internet website under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by FERC.

29. COMPLAINT PROCEDURES

Informal Procedures Used to Address and Resolve Complaints. In the event that a Customer or potential Customer has a complaint relative to service under this Tariff or Spire's Standards of Conduct compliance procedures, the Customer shall provide a description of the complaint, including the identification of the transportation request (if applicable) and a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any, to the appropriate contact personnel whose name(s) and contact information is specified on the cover page of this Tariff , within ninety (90) Days from the date of the alleged occurrence or knowledge thereof.

Spire shall make a good faith effort to respond verbally to a complaint within two (2) Business Days, and provide a written response within thirty (30) Days. In the event the required date of Spire's response does not fall on a Business Day, Spire shall respond by the next Business Day.

30. RIGHTS AND REMEDIES

30.1 All rights and remedies available to Spire are cumulative, and no right or remedy shall be considered or construed under any circumstances as Spire's exclusive right or remedy against Customer.

30.2 The Service Agreements whose forms are set forth herein shall create no rights for third parties.

30.3 As between Customer and Spire, it is understood and agreed that neither party shall be liable in contract or in tort (excluding actions based on claims of gross negligence or willful misconduct) to the other party, or to any other claimant, for special, indirect, incidental or consequential damages, including without limitation, lost profits, and, in the case of Customer, any part of the expenses incurred by Customer in securing alternative services which exceeds the amount Customer would have paid for services hereunder, resulting from any performance, nonperformance or delay in performing its obligations.

31. PENALTY REVENUE CREDITING

31.1 For each 12 month period ending July 31 (Accrual Period), Spire shall determine the revenues (penalty revenues), less the costs incurred by Spire in relation to the actions of the Customer(s) necessitating a penalty (penalty costs), recovered pursuant to the imposition of a penalty pursuant to (1) Rate Schedule PALS, Section 5.2(a); (2) General Terms and Conditions, Section 9.3(d); (3) General Terms and Conditions, Section 10; (4) General Terms and Conditions, Section 11.3(c) (revenues attributable to imbalances greater than 1,000 Dth and five percent (5%), excluding revenues from imbalances pursuant to Section 11.3(c)(iv) and (vii)); and (5) General Terms and Conditions, Section 26. The resulting amount, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the end of the Accrual Period to the effective date of the crediting adjustments provided for herein, shall be defined as the "Excess Penalty Revenues" or the "Remaining Penalty Costs," as applicable, and shall be netted with any existing Carryover Costs (as defined below).

31.2 If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the date on which credits, if any, for the recently concluded Accrual Period were scheduled to take effect until the effective date of the credits for the next Accrual Period, shall be included in the next annual calculation performed under this Section 31. If the resulting net amount is an excess of revenues, those revenues shall be the Penalty Crediting Revenues. Spire shall allocate the Penalty Crediting Revenues among its Customers in proportion to the total firm transportation revenues (excluding penalties, cash-out, facilities reimbursement or other similar charges) collected from each Customer during the Accrual Period; provided, however, if the Penalty Crediting Revenues does not exceed \$25,000.00, then such amount, plus interest calculated in accordance with Section 154.501 of the Commission's regulations, shall be carried forward to the next Accrual Period to be included in the next annual calculation performed under this Section 31.

31.3 On or before November 1 of each year, Spire shall post on its Internet web site and send notices to eligible Customers of the applicable credit amount (or if none, of the Carryover Costs for the preceding Accrual Period (or part thereof)). Spire shall have the option of crediting against a Customer's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable credit. Spire shall file within thirty (30) Days of such date a report with the Commission setting forth the calculation of Penalty Crediting Revenues or Carryover Costs, as applicable, and the credits, if any, for the individual Customer, together with supporting documentation for such calculations.

32. SEGMENTATION OF CAPACITY

32.1 To the extent operationally feasible, a Customer that has contracted with Spire for firm transportation under Rate Schedule FTS over a Primary Path may, pursuant to the provisions of this Section 32, segment its Primary Path for its own use or for the purpose of releasing that capacity to a Replacement Customer by identifying, through nomination or through the capacity release process, respectively, points along the Primary Path, subject to Spire's Tariff and the availability of capacity. Such a Customer also may seek to segment using a Secondary Path which it identifies during the release or nomination process by notifying Spire of the receipt and delivery points delineating same. Segment Receipt Point(s) and Segment Delivery Point(s) shall mean points along a Primary or Secondary Path, as applicable, unless explicitly provided for otherwise. Unless a segment point is a primary point, or becomes a primary point in accordance with the provisions of Spire's Tariff, segment points nominated by a Customer for the purpose of segmenting for its own use are secondary points. Additionally, all points utilized in conjunction with a Secondary Path will be secondary points, unless any such segment point becomes, subject to the availability of capacity and in accordance with the provisions of Spire's Tariff, a primary point. A Releasing Customer may also request during segmentation a new Primary Path (Primary Receipt Point and Primary Delivery Point) for the Replacement Customer which is outside Releasing Customer's Primary Path, subject to the availability of capacity and in accordance with the provisions of Spire's Tariff, including, but not limited to, the terms set forth herein. If an existing Primary Path Segment is to be released to a Replacement Customer, the Releasing Customer may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the Replacement Customer, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to the availability of capacity and in accordance with the provisions of Spire's Tariff. A purported segmentation of a Primary Path or the creation/use of a Secondary Path may not result, through the use of secondary point rights or otherwise, in an impermissible overlap of capacity or other greater level of entitlement. Subject to Spire's agreement otherwise, discounts under any contract are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Primary Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a Releasing or Replacement Customer, unless Spire agrees otherwise. If a Customer, subject to the availability of capacity and in accordance with the provisions of Spire's Tariff, changes a primary point, Spire shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.

32.2 In addition to Spire's right to determine operational feasibility on a case-by-case basis, as set out in Section 32.6 below, a purported segmentation (whether for a Customer's own use or on release) shall not be operationally feasible if: (a) Aggregated Delivery Points are nominated as Segment Receipt Point(s) or Segment Delivery Point(s), absent a determination by Spire that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of

entitlement; (b) the segmentation would purport to result in primary capacity rights with respect to a segment in a direction opposite to the direction of the Primary Path under the contract being segmented.

32.3 Subject to the provisions of this Tariff, including but not limited to, the provisions of this Section 32, a Customer may segment in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable MDTQ entitlements, is used to make deliveries to the same Delivery Point at the same time. Spire shall not be obligated to accept nominations or releases of capacity for any purported Primary or Secondary Path Segment (hereafter in this Section 32, references to a Path Segment shall be deemed to include the terms Primary and Secondary Path Segment) or combination of Path Segments that would (a) result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement under the original contract prior to segmentation or (b), when a Customer is segmenting for its own use, result in receipt or delivery quantities at any single receipt or delivery point greater than the quantities that Spire was contractually obligated to receive and deliver at the Primary Receipt and Delivery Points defining the Primary Path prior to segmentation. A Releasing Customer may not re-release a released Path Segment until such time as the Releasing Customer either recalls the released Path Segment or the released Path Segment reverts to the Releasing Customer at the end of the release term. Replacement Customers that desire to re-release a released Path Segment may only release transportation capacity within their acquired Path Segment. The sum of capacity released in any Path Segment cannot exceed the original Releasing Customer's level of entitlement under the original contract prior to segmentation.

32.4 A Customer's right to segment is subject to Spire's invocation of the provisions of Section 9 of the General Terms and Conditions.

32.5 For purposes of segmentation pursuant to the provisions of this Section 32, a Primary or Secondary Path shall be available, to the extent operationally feasible. A Path Segment is defined by, and in the direction of, a Segment Receipt Point to a Segment Delivery Point.

32.6 In all cases, including those situations previously described in this Section 32, Spire reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible. Disallowance of segmentation requests will be made on a not unduly discriminatory basis.

33. THIRD PARTY PIPELINE CAPACITY

33.1 Spire, from time to time, may contract in its own name to acquire and utilize capacity on a third-party pipeline system, including other interstate pipelines, intrastate pipelines, or local distribution companies. Spire may use such capacity for its system operational needs and/or to render service to Customers. Any services provided to Customers using such capacity shall be provided pursuant and subject to the applicable provisions of Spire's Tariff, including the applicable rates, as on file and in effect from time to time. For purposes of any use of acquired capacity covered by this Section 33, the "shipper must have title" policy is waived to permit Spire to utilize such capacity to provide services to its Customers. Any restrictions or limitations on renewal, extension or other rights applicable to such third-party capacity that is provided for under the third-party's applicable Tariff or regulations also shall apply to the service rendered by Spire to its Customers by means of such capacity.

33.2 If Spire has agreed with a third-party service provider to a rate that is only applicable to certain receipt and delivery points and/or quantities, any Customers seeking to use such points and/or quantities not covered by the agreement shall be responsible for any higher rates and all charges resulting from such utilization.

34. NON-CONFORMING AGREEMENTS

In compliance with the Commission's regulations, Spire has filed with the Commission, and hereby references, the following agreements that contain provisions which do not conform to Spire's pro forma service agreements:

1. [Foundation Shipper FTS Agreement between Spire and Laclede Gas]

35. RESERVATION CHARGE CREDITS

35.1 Reservation Charge Credits – Force Majeure Events.

To the extent Spire fails to deliver the Entitlement Quantity (as defined in Section 35.4 below) that Spire is obligated by the FTS Service Agreement to deliver to Customer on such Day, and such failure is due to a Force Majeure event that excuses performance under Section 13 of the General Terms and Conditions, Customer shall remain liable for all amounts due or that become due under the Customer's FTS Service Agreement except as provided in this Section 35.1.

(a) Spire shall provide Customer with partial Reservation Charge credit, calculated in accordance with Section 35.5 below, for any Entitlement Quantities that Spire fails to deliver due to the Force Majeure event; provided that, in lieu of the applicable daily Reservation Rate, the credit calculated in Section 35.5 shall be limited to that portion of the daily Reservation Rate that represents Spire's equity return and associated income taxes.

(b) For negotiated and discount rate FTS Service Agreements eligible for Reservation Charge credits in accordance with this Section 35.1, the equity return and associated income taxes shall be that portion of the applicable Reservation Rate that exceeds the cost of service component of the otherwise applicable maximum Reservation Rate, where such cost of service component is equal to the maximum recourse Reservation Rate less the equity return and associated taxes component.

35.2 Reservation Charge Credits – Non-Force Majeure Events

To the extent Spire fails to deliver the Entitlement Quantity (as defined in Section 35.4 below) that Spire is obligated by the FTS Service Agreement to deliver to Customer on any Gas Day and such failure is due to reasons other than a Force Majeure event, Customer shall remain liable for all amounts due or that become due under the Customer's FTS Service Agreement except as provided in this Section 35.2. Spire shall provide Customer Reservation Charge credits, as calculated in accordance with Section 35.5 below for any Entitlement Quantities that Spire fails to deliver.

35.3 Exceptions to Reservation Charge Credits

Notwithstanding any other provisions in Spire's FERC NGA Gas Tariff, in no event shall Customer be entitled to a Reservation Charge credit for Spire's failure to deliver any quantity of Gas as contemplated under this Section 35:

(a) due solely to the conduct of upstream operator of the facilities at the applicable Receipt Point(s), including, without limitation, the refusal to deliver any quantity of Gas into Spire's system that Spire was able to receive;

(b) due solely to the conduct of the downstream operator of the facilities at the applicable Delivery Point(s), including, without limitation, the refusal to receive any quantity of Gas from Spire that Spire has made available for delivery;

- (c) due to the installation of new facilities that are designed, in whole or in part, to provide service to Customer;
- (d) due to scheduled work on Spire's facilities if Spire and Customer have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule;
- (e) due to Customer's failure to properly nominate in accordance with Section 9 of these General Terms and Conditions or otherwise fails to comply with its obligations under its FTS Agreement or applicable provisions of Spire's FERC NGA Gas Tariff;
- (f) due solely to Customer's negligence or willful misconduct;
- (g) that occurs at a time when Customer was unable to take the scheduled quantities for any reason including, without limitation, a Customer outage, whether planned or unplanned;
- (h) that was allocated and scheduled during any nomination cycle to or from a secondary Receipt Point or secondary Delivery Point;
- (i) if Customer subsequently schedules at an alternate Delivery Point the quantity of Gas that equals the Entitlement Quantity;
- (j) to the extent Spire is able to restore service during the affected Gas Day and Customer fails to re-submit its nomination in a later cycle, unless, after receiving notice of Spire's interruption, Customer either has nominated and been scheduled service on another pipeline or has made alternative arrangements for delivery of such Gas as a result of Spire's interruption of service, and provided verification of such arrangements to Spire;
- (k) if Customer is provided service pursuant to a Negotiated Rate Agreement executed after effective date of Spire's FERC NGA Gas Tariff, or any successor Negotiated Rate Agreement thereto, and such agreement does not explicitly require Reservation Charge Credits; or
- (l) if Customer's FTS Service Agreement specifies that service is provided via Displacement Transportation, and Spire's interruption of service is necessitated by insufficient offsetting service.

35.4 Entitlement Quantity. As used in this Section 35, the Entitlement Quantity shall be the quantity nominated and confirmed, properly and timely (unless the lack of confirmation is due to the actions or inactions of Spire), and, if applicable, renominated as specified in Section 9 of these General Terms and Conditions under an FTS Service Agreement from a

Primary Receipt Point to a Primary Delivery Point up to Customer's MDTQ and that Spire has been unable to schedule or deliver. Notwithstanding the foregoing, if Spire has given advance notice of the service outage, then the Entitlement Quantity shall be the average of the quantity that was scheduled and delivered to Customer under its FTS Service Agreement, using only those affected primary Receipt and Delivery Points, over the seven (7) days of service immediately preceding the service outage.

35.5 Calculation of Reservation Charge Credit.

(a) For Customers that are not Replacement Shippers, the Reservation Charge credit shall be calculated by multiplying the Entitlement Quantity by the applicable daily Reservation Rate. If Customer's Reservation Rate is expressed as a monthly rate, then a daily rate will be derived by multiplying the applicable monthly Reservation Rate by twelve (12) and then dividing the product by 365.

(b) For Customers that are Replacement Shippers, the Reservation Charge credit shall be calculated in the same manner as specified in Section 35.5 except that the applicable Reservation Rate shall be the lower of the daily Reservation Rate applicable to the Replacement Shipper or the daily Reservation Rate applicable to the original Releasing Shipper.

FORM OF SERVICE AGREEMENTS

FIRM TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

Contract No. _____

This TRANSPORTATION SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 20__, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as "Transporter" or "Spire" and _____, a _____, hereinafter referred to as "Customer," and, together with Transporter, individually each as, a "Party," or collectively as, the "Parties."

WITNESSETH:

WHEREAS, Customer has requested Transporter to provide firm transportation service through the Transporter's interstate natural gas pipeline system on Customer's behalf;

WHEREAS, Transporter has sufficient capacity available on Transporter's system to provide Firm Transportation Service to Customer pursuant to Transporter's Rate Schedule FTS (Firm Transportation Service) and on the terms specified herein; and

WHEREAS, Customer meets the eligibility criteria for the receipt of Firm Transportation Service from Transporter as set forth in Transporter's tariff on file with and approved by the Federal Energy Regulatory Commission ("FERC" or "Commission") as may be amended from time to time ("FERC NGA Gas Tariff").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that Transporter shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the rates and on the terms and conditions specified herein:

ARTICLE I
TERM OF AGREEMENT

1.1 Primary Term. This Agreement shall be effective as of the date first above written and shall remain in effect for a [Primary] Term of _____ year[s], commencing _____, [or from such later date when Transporter shall notify Customer that those facilities required to provide Firm Transportation Service to Customer are completed and placed into commercial service].

1.2 Evergreen. At the conclusion of the Primary Term and any extension term agreed to by the Parties, this Agreement shall continue in effect from year to year unless terminated by either Party upon the provision of not less than one (1) year's prior written notice to the other Party.

[1.3 Contractual Right of First Refusal. In accordance with Section 15.3 of the General Terms and Conditions of Transporter's Tariff, Transporter agrees that Customer shall have a Contractual Right of First Refusal.]

ARTICLE II TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Transporter at the Receipt Point(s) identified on Appendix 1 to this Agreement, up to the maximum quantities identified for each Receipt Point shown on Appendix 1, and up to a total quantity equal to Customer's Maximum Daily Transportation Quantity ("MDTQ") plus Transporter's applicable Fuel Use and Lost Gas ("F&L") gas retention quantities, and Transporter agrees to tender equivalent quantities of Gas (less applicable retained F&L gas) to or for the account of Customer, on a firm basis, at the Delivery Point(s) and up to the maximum Delivery Point quantities shown on Appendix 1 to this Agreement.

2.2 If requested by Customer, Transporter may provide Transportation Service for daily quantities in excess of the Customer's MDTQ if Transporter can do so without adverse effect on the operation of Transporter's system or Transporter's ability to meet all higher priority service obligations. Any such service will be subject to all applicable rate and non-rate terms specified in Transporter's FERC NGA Gas Tariff for authorized overrun service.

[2.3 If a firm customer of Customer ("Bypassing Customer") directly connects with Transporter and terminates its customer relationship with Customer, Customer shall have the right to reduce its MDTQ upon written notice to Transporter, which right must be exercised not more than thirty (30) days after Transporter's direct service to Bypassing Customer has commenced. The amount of the reduction elected by Customer will reflect no more than the amount of capacity Customer had reserved under this Agreement that was no longer needed by Customer to serve on a firm basis those service requirements of the Bypassing Customer that had been terminated. Customer will support its requested MDTQ reduction with sufficient documentation to show its historical firm service relationship with Bypassing Customer (over a period of at least two years), Bypassing Customer's termination of such service by Customer, and Customer's lack of need for that proportion of MDTQ caused by such termination. Following Customer's notice to Transporter, the MDTQ reduction shall be effective on the later of (i) the first day of the second calendar month after Transporter's service to Bypassing Customer has commenced and (ii) the first day of the calendar month after the termination of the Customer's service relationship with Bypassing Customer. Nothing contained in this section will preclude Customer from claiming and exercising any additional rights to reduce its MDTQ available to bypassed local distribution companies under FERC law or policy.]

ARTICLE III POINTS OF RECEIPT/DELIVERY

- 3.1 On each Day during the term specified in Article I,
- a. Customer shall deliver or cause to be delivered Gas nominated and confirmed pursuant to the terms of Transporter's FERC NGA Gas Tariff, plus Fuel Use and Lost Gas gas as applicable, at the Receipt Point(s). Transporter agrees to accept on a firm basis the quantity nominated by Customer and confirmed by Transporter at the

Receipt Point(s) up to the maximum quantity specified for each Receipt Point in Appendix 1 to this Agreement and on an aggregate basis up to Customer's MDTQ specified in Appendix 1, plus the applicable Fuel Use and Lost Gas quantities; and

- b. Transporter shall transport Customer's nominated and confirmed quantity of Gas on a firm basis from the Receipt Point(s) to the Delivery Point(s); and
- c. Transporter shall tender to or for the account of Customer, on a firm basis at the Delivery Point(s), equivalent quantities of Gas to the quantity nominated by Customer and confirmed by Transporter at the Receipt Point(s).

3.2 The Primary Receipt Point(s) and Primary Delivery Point(s) are identified in Appendix 1 to this Agreement.

ARTICLE IV RATES AND CHARGES, FUEL & LOSSES

4.1 Except where a Negotiated Rate or Discounted Rate is applicable, each Month, Customer shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's Rate Schedule FTS and the applicable provisions of the General Terms and Conditions of Transporter's FERC NGA Gas Tariff, as filed with the Commission, for service to a Maximum Lawful Recourse Rate Customer. A Maximum Lawful Recourse Rate Customer shall be charged the maximum applicable Monthly Reservation Rate, Usage Rate, and all applicable charges and surcharges under Transporter's FERC NGA Gas Tariff, and shall be subject to the applicable F&L gas charges or reimbursement percentage(s) set forth in Transporter's FERC NGA Gas Tariff.

4.2 Unless Transporter and Customer agree otherwise in writing, Customer shall pay the maximum applicable Overrun Rates and any applicable penalties set out in Transporter's FERC NGA Gas Tariff.

4.3 It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate regulatory body for changes to any rates, terms, and conditions set forth herein, in Rate Schedule FTS or in the General Terms and Conditions of Transmission Provider's FERC NGA Gas Tariff. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in such rate or tariff change proceedings, by intervention or otherwise, to contest Transporter's filing in whole or in part.

ARTICLE V NOTICE

Except as may be otherwise provided and agreed to by the Parties in writing, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a Party may desire to give the other shall be in writing and delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by electronic mail (with confirmation by recipient), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the Party intended to receive the same, as the case may be, as follows:

Transporter: Spire STL Pipeline LLC

700 Market Street
St. Louis, Missouri 63101

Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
E-mail: Castor.Armesto@spireenergy.com

Customer: [insert company name and address]

Attention: [Commercial Operations]
Facsimile: [insert Facsimile number]
E-mail: [insert E-mail address]

ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS, the applicable Rate Schedule FTS Rate Section, and the General Terms and Conditions (“GT&C”) of Transporter’s FERC NGA Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS, the Rate Schedule FTS Rate Section, or in the GT&C and used in this Agreement shall be deemed to have the meaning given such terms in Rate Schedule FTS, the Rate Schedule FTS Rate Section, and the GT&C.

ARTICLE VII MISCELLANEOUS

7.1 This Agreement supersedes and cancels the following contract between the parties hereto effective: None.

7.2 Customer warrants that, to the extent applicable, upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that Customer has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Appendix 1 attached hereto.

7.3 This Agreement will be governed by laws of the State of Missouri, without regard to its conflicts of law rules.

7.4 Nothing in this Agreement shall be deemed to create any rights or obligations between the Parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either Party of the obligation to correct any quantity imbalances, or relieve Customer of the obligation to pay any amounts due hereunder to Transporter.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Spire STL Pipeline LLC

By _____

Its _____

[Customer Name]

By _____

Its _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
SPIRE STL PIPELINE LLC
and
[CUSTOMER NAME]

Dated: _____, 20__

I. MAXIMUM DAILY TRANSPORTATION QUANTITY: _____dth/day

II. MAXIMUM PRIMARY RECEIPT POINT RIGHTS:

[_____]: _____dth/day

[Minimum Receipt Pressure: ___ pounds per square inch gauge, unless otherwise agreed by Spire.]

[Maximum Receipt Pressure: ___ pounds per square inch gauge, unless otherwise agreed by Spire.]

III. MAXIMUM PRIMARY DELIVERY POINT RIGHTS:

[_____]: _____dth/day

[Minimum Delivery Pressure: ___ pounds per square inch gauge, unless otherwise agreed by Spire.]

[Maximum Delivery Pressure: ___ pounds per square inch gauge, unless otherwise agreed by Spire.]

IV. SECONDARY POINTS:

Subject to availability and per Transporter's FERC NGA Gas Tariff, Customer shall have secondary access to all receipt and delivery points on Transporter's system.

V. RATES AND CHARGES:

Check as applicable: Discounted Rate ___; Negotiated Rate ___; Maximum Lawful Recourse Rate ___

For Discounted and Negotiated Rates, see Appendix 2 of this Agreement.

VI. DISPLACEMENT TRANSPORTATION:

Customer's [primary receipt][primary delivery][transportation path] rights are dependent upon the existence of offsetting transportation service.

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
SPIRE STL PIPELINE LLC
and
[CUSTOMER NAME]

Dated: _____, 20__
("FTS Agreement")

STATEMENT OF [DISCOUNTED] [NEGOTIATED] RATES

[INSERT DISCOUNTED OR NEGOTIATED RATE TERMS]

FORM OF SERVICE AGREEMENT
RATE SCHEDULE ITS

Contract No. _____

This TRANSPORTATION SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as "Transporter" or "Spire," and _____, a _____, hereinafter referred to as "Customer," and, together with Transporter, individually each as, a "Party," or collectively as, the "Parties."

WHEREAS, Customer has requested Spire to transport Gas on its behalf and Spire represents that it is willing to transport Gas under the terms and conditions of this Service Agreement.

NOW, THEREFORE, Spire and Customer agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, constitute the transportation service to be provided and the rights and obligations of Spire and Customer.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

Authority for Transportation Service shall be under Part 284, Subpart G of the Commission's regulations.

2. RATE SCHEDULE:

Service shall be provided under Spire's Rate Schedule ITS.

3. CONTRACT DATA:

A list of the Receipt Point(s) and Receipt Point quantities are provided on the attached Exhibit A.

A listing of the Delivery Point(s) and Delivery Point quantities are provided on the attached Exhibit B.

4. TERM:

This Service Agreement shall become effective when executed by Spire and Customer. Service hereunder will commence on _____ and will continue in force and effect until 9:00 a.m. Central Clock Time on _____. Thereafter, this Service Agreement shall continue from year to year until terminated by Spire or Customer upon written notice of one year or the term of this Service Agreement, whichever is less.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Service Agreement unless Spire has advised Customer in writing at the address below or by Spire's Internet web site that it has agreed otherwise. Nothing herein shall obligate Spire to provide service at less than the maximum rates, but Spire may agree to provide service to Customer at a specified discount, in which case such discount shall not be provided at a rate lower than the variable costs included in Spire's currently effective usage rate.

It is further agreed that Spire may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Spire's FERC NGA Gas Tariff, and Spire shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The General Terms and Conditions of Spire's FERC NGA Gas Tariff are incorporated by reference in their entirety in this Service Agreement. If a conflict arises between the General Terms and Conditions of Spire's FERC NGA Gas Tariff and the provisions of this Service Agreement, the General Terms and Conditions shall control.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Spire's Internet web site. Customer or Spire may change the addresses below by written notice to the other without the necessity of amending this Service Agreement:

TRANSPORTER:

Spire STL Pipeline LLC
Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
E-mail: Castor.Armesto@spireenergy.com

CUSTOMER:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated in Section 4 of this Service Agreement.

TRANSPORTER: Spire STL Pipeline LLC

CUSTOMER: _____

By: _____

By: _____

Its: _____

Its: _____

FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

APPENDIX 1

BETWEEN Spire STL Pipeline LLC and _____

CONTRACT NUMBER: _____

CONTRACTED INTERRUPTIBLE CAPACITY: _____

ORIGINAL CONTRACT DATE: _____

AMENDMENT DATE: _____

RATE SCHEDULE: For Rate Schedule ITS Only

Receipt
Point _____

Receipt
Point Quantity _____

DISCOUNT RATE: _____

FORM OF SERVICE AGREEMENT
RATE SCHEDULE ITS

APPENDIX 2

BETWEEN Spire STL Pipeline LLC and _____

CONTRACT NUMBER: _____

CONTRACTED INTERRUPTIBLE CAPACITY: _____

ORIGINAL CONTRACT DATE: _____

AMENDMENT DATE: _____

RATE SCHEDULE: For Rate Schedule ITS Only

Delivery
Point _____

Delivery
Point Quantity _____

FORM OF MASTER SERVICE AGREEMENT
RATE SCHEDULE PALS

Contract No. _____

This SERVICE AGREEMENT (this "Agreement,") is made and entered into as of the ____ day of _____, 20__, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as "Transporter" or "Spire," and _____, a _____, hereinafter referred to as "Customer," and, together with Transporter, individually each as, a "Party," or collectively as, the "Parties."

WHEREAS, Customer has requested Spire to park or loan Gas on its behalf and Spire represents that it is willing to park or loan Gas under the terms and conditions of this Service Agreement.

NOW, THEREFORE, Spire and Customer agree that the terms below, together with the terms and conditions of Spire's PALS Rate Schedule and General Terms and Conditions of Spire's FERC NGA Gas Tariff, constitute the transportation service to be provided and the rights and obligations of Spire and Customer.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

Authority for Transportation Service shall be under Part 284, Subpart G of the Commission's regulations.

2. RATE SCHEDULE:

Service shall be provided under Spire's Rate Schedule PALS.

3. CONTRACT DATA:

A listing of the Park Point(s) and Lend Point(s) and the Maximum Aggregate Quantities is provided on the attached Exhibit A.

4. TERM:

This Service Agreement shall become effective when executed by Spire and Customer. Service hereunder will commence on _____ and will continue in force and effect until 9:00 a.m. Central Clock Time on _____. Thereafter, this Service Agreement shall continue from month to month until terminated by Spire or Customer upon written notice of one month or the term of this Service Agreement, whichever is less.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Service Agreement unless Spire has advised Customer in writing at the address below or by Spire's Internet web site that it has agreed otherwise. Nothing herein shall obligate Spire to provide service at less than the maximum rates, but Spire may agree to provide service to Customer at a specified discount.

It is further agreed that Spire may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Spire's FERC NGA Gas Tariff, and Spire shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The General Terms and Conditions of Spire's FERC NGA Gas Tariff are incorporated by reference in their entirety in this Service Agreement. If a conflict arises between the General Terms and Conditions of Spire's FERC NGA Gas Tariff and the provisions of this Service Agreement, the General Terms and Conditions shall control.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Spire's Internet web site. Customer or Spire may change the addresses below by written notice to the other without the necessity of amending this Service Agreement:

TRANSPORTER:

Spire STL Pipeline LLC
Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
E-mail: Castor.Armesto@spireenergy.com

CUSTOMER:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

8. SPECIFICATION OF NEGOTIATED RATE:

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated in Section 4 of this Service Agreement.

TRANSPORTER: SPIRE STL PIPELINE LLC	CUSTOMER: _____
By: _____	By: _____
Its: _____	Its: _____

FORM OF SERVICE AGREEMENT
RATE SCHEDULE PALS

APPENDIX 1

BETWEEN Spire STL Pipeline LLC and _____

CONTRACT NUMBER: _____

MAXIMUM AGGREGATE QUANTITY: _____

ORIGINAL CONTRACT DATE: _____

AMENDMENT DATE: _____

RATE SCHEDULE: For Rate Schedule PALS Only

<u>Park Point</u> <u>Lend Point</u>	<u>Daily</u> <u>Parked</u> <u>Quantity</u>	<u>Maximum</u> <u>Aggregate</u> <u>Quantity</u>	<u>Daily</u> <u>Loaned</u> <u>Quantity</u>	<u>Maximum</u> <u>Aggregate</u> <u>Quantity</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DISCOUNT RATE:

Daily Balance Rate _____

Activity Rate _____

MASTER SERVICE AGREEMENT
FOR CAPACITY RELEASE TRANSACTIONS

Reference No.: _____

This MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between Spire STL Pipeline LLC, a Missouri limited liability company, hereinafter referred to as "Transporter" or "Spire," and _____, a _____, hereinafter referred to as "Customer," and, together with Transporter, individually each as, a "Party," or collectively as, the "Parties."

WHEREAS, Customer has requested Spire to transport Gas on its behalf in the event that Spire awards Customer capacity released on Spire's system and Spire represents that it is willing to transport Gas under the terms and conditions of this Master Service Agreement.

NOW, THEREFORE, Spire and Customer agree that the terms below, together with the terms and conditions of Spire's applicable Rate Schedule and General Terms and Conditions of this FERC NGA Gas Tariff constitute the transportation service to be provided and the rights and obligations of Customer and Spire.

1. SCOPE OF MASTER SERVICE AGREEMENT:

Customer and Spire acknowledge that this is a Service Agreement entered into pursuant to Section 5 of the General Terms and Conditions of Spire's FERC NGA Gas Tariff for the purpose of facilitating the capacity release process. Accordingly, Customer agrees to be bound by the terms of its capacity release bid(s) if and when Spire awards Customer any such bid(s). Further, for each release transaction performed pursuant to this Master Service Agreement, Customer agrees that, in addition to the terms and conditions of this Master Service Agreement, Customer's rights under this Master Service Agreement shall not exceed those of the Releasing Shipper. Within one hour after Spire has been notified of any non-biddable release to Customer, and of the term, MDTQ, rate schedule, and other terms as applicable for such releases, Spire shall issue a contract for the release transaction and shall confirm the release in writing ("Notice of Award(s)"). The terms of such Notice of Award(s) are hereby incorporated by reference in this Master Service Agreement.

2. AUTHORITY FOR TRANSPORTATION SERVICE will be under Section 284 G.

3. RATE SCHEDULE:

To be specified in applicable Notice of Award.

4. CONTRACT QUANTITIES:

To be specified in applicable Notice of Award.

5. TERM OF MASTER SERVICE AGREEMENT:

From _____ to _____.

The term of any release transaction under this Master Service Agreement shall be specified in the applicable Notice of Award.

6. RATES:

The reservation rate for all quantities of Gas transported on the Primary Path and/or to any Secondary Receipt Point, any Secondary Delivery Point, and any Secondary Path within the Primary Path up to the Primary Path MDTQ under this Master Service Agreement shall be as stated in the capacity release bid. In addition, Customer will be charged the applicable usage rate and any other related fees and surcharges, including Annual Charge Adjustment, and Spire's Fuel Use and Lost Gas Percentage as set forth in Section 4 of Spire's FERC Gas Tariff.

All quantities associated with the release of capacity awarded under this Master Service Agreement (i.e., a re-release) will be at the bid rate(s) and any other related fees and surcharges, including Annual Charge Adjustment, and Spire's Fuel Use and Lost Gas Percentage applicable to the Releasing Shipper.

7. FURTHER AGREEMENT:

(Write none or specify the Agreement)

8. INCORPORATION BY REFERENCE:

The provisions of the applicable Rate Schedule and the General Terms and Conditions of this FERC NGA Gas Tariff are incorporated in their entirety in this Master Service Agreement. If a conflict arises between the General Terms and Conditions and the provisions of this Master Service Agreement the General Terms and Conditions shall control.

9. NOTICES:

All notices can be given by telephone or other electronic means, however; such notice shall be confirmed in writing at the addresses below or through Transporter's Internet web site. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this Master Service Agreement:

TRANSPORTER:

Spire STL Pipeline LLC
Attention: Castor Armesto, General Counsel
Telephone: (314) 342-3326
Facsimile: (314) 421-1979
E-mail: Castor.Armesto@spireenergy.com

CUSTOMER:

_____ (Customer's Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective officers or representatives thereunto duly authorized to be effective as of the date stated in Section 4 of this Service Agreement.

TRANSPORTER: SPIRE STL PIPELINE LLC

CUSTOMER: _____

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT P-2

Summary of Requested NAESB Extensions of Time

NAESB Standard	NAESB – General Description	Area for Which Extension Is Requested	Case Citation
1.3.3	Requirement to send an end of Gas Day Scheduled Quantity and Scheduled Quantity for Operator	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
1.3.6	Scheduling nominations received after nomination deadline		
1.3.9	All nominations, including intraday nominations, should be based on a daily quantity		
1.3.11	Use of intraday nominations		
1.3.13	Intraday nominations do not roll over		
1.3.17	Offer of at least one pool if requested	Extension of Pooling	<i>MoGas Pipeline LLC</i> , 157 FERC ¶ 61,036 at P 8 (2016)
1.3.18	Direct deliveries from receipt points into at least one pool; receipts to delivery points from at least one pool		
1.3.20	Waiver of the obligation of sender to send Request for Confirmation or an unsolicited Confirmation Response	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
1.3.21	Requirement for sending party to adhere to nomination, confirmation, and scheduling deadlines		
1.3.23	Ranking should be included in the list of data elements		
1.3.48	Availability of nominations data entry on the Form on Customer Activities Web sites		
1.3.53	Availability of Form and Matrix on Customer Activities Web sites		
1.3.55	Content Area of the nominations browser display regarding query or listing of receipt and delivery point location codes/names from which to pick		
1.3.56	Detail for NAESB WGQ EBB/EDM and EDI/EDM in Validation Messages for nominations		
1.3.58	Confirmation views on the confirmation data entry screen		
1.3.62	Form and Matrix availability on scheduled quantity Web page of Customer Activities Web sites		
1.4.2	Nomination Quick Response		
1.4.7	Confirmation Quick Response		
2.3.5	Submission of pre-determined allocation to the allocating party after or during confirmation and before start of Gas Day		
2.3.6	Response confirmation of allocating party		
2.3.11	Treatment of measurement for prior period adjustments		

NAESB Standard	NAESB – General Description	Area for Which Extension Is Requested	Case Citation
2.3.13	Estimating and treating missing or late measurement data	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
2.3.14	Processing measurement data corrections		
2.3.32	NAESB WGQ Standard No. 2.4.6 Measured Volume Audit Statement is a mutually agreeable data set		
2.3.40	An Authorization to Post Imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by the Transportation Service Provider (TSP)		
2.4.2	Pre-determined allocation – quick response		
2.4.6	Measured volume audit statement		
2.4.7	Request for information		
2.4.8	Response to request for information		
3.3.6	Transactions at pooling points should not be consolidated for billing purposes	Extension of Pooling	<i>MoGas Pipeline LLC</i> , 157 FERC ¶ 61,036 at P 8 (2016)
3.3.23	Printing and Download of the Transportation Invoice for the current billing month on the Invoicing Web page of the Customer Activities Web site	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
3.3.24	Printing and Download of the Sales Invoice for the current billing month on the Invoicing Web page of the Customer Activities Web site		
3.4.1	Transportation/sales invoice		
3.4.2	Payment remittance		
3.4.3	Statement of account		
3.4.4	Service requester level charge/allowance invoice		
4.3.1	TCP/IP connection and designated Internet address for sending and receiving parties		
4.3.2	Time deadline regarding the data to leave control of the originator, regardless of the mechanism utilized		
4.3.3	Definition of originating party		
4.3.42	The categories and the labels for Customer Activities Web sites (if applicable) in the Navigational Area		
4.3.43	The sub-categories and the labels for the category of Nominations (if applicable) in the Navigational Area		
4.3.44	Display of information from multiple functionally related NAESB WGQ EDI data sets		
4.3.45	Display of NAESB WGQ standard code value descriptions or corresponding abbreviations		
4.3.46	Appearance of TSP on the Customer Activities Web Site		
4.3.47	Nomenclature for flat files and EDI where they exist for the same business function		
4.3.49	Location of navigation and/or processing functions in the Content Area for a Customer Activity		

NAESB Standard	NAESB – General Description	Area for Which Extension Is Requested	Case Citation
4.3.50	Navigation for input data lookup	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
4.3.52	Implementing new or modified functionality utilizing existing transaction sets via NAESB WGQ EBB/EDM		
4.3.53	Availability of supported code values where a TSP utilizes a subset of available NAESB WGQ code values for specific data elements for inbound documents to the TSP		
4.3.54	Abbreviations for navigational links on Customer Activities Web sites		
4.3.55	Availability of information when display information on a Customer Activities Web site is derivable from data provided in a previous upload or download		
4.3.57	Support for valid data on Customer Activities Web sites		
4.3.58	Informational display fields on Customer Activities Web sites		
4.3.60	Protection mechanisms for access to the Customer Activities Web Site		
4.3.61	Data communications encryption for Customer Activities Web sites		
4.3.62	Author signature for custom downloadable modules presented by a Customer Activities Web site		
4.3.66	Availability of subset of Form when the Form and Matrix for Customer Activities Web sites are separate Web pages		
4.3.67	Implementing functionality for new services which do not utilize existing transaction sets via NAESB WGQ EBB/EDM		
4.3.68	Display of information outside of data diction on Customer Activities Web sites		
4.3.69	Standard nomenclature for processing functions on Customer Activities Web sites		
4.3.72	Providing alternate views to data and transactions by Providers of Customer Activities Web sites		
4.3.75	Sub-categories and the labels for the category of Flowing Gas		
4.3.78	Populating the Form with data from a selected item in the Matrix when a Form and a Matrix exist for a Customer Activities Web page		
4.3.79	Appearance of sub-categories and labels for Invoicing on the Navigational Area		
4.3.80	Formatting requirements for NAESB WGQ FF/EDM flat files		
4.3.81	Standard abbreviations for NAESB WGQ data elements for first row of NAESB WGQ FF/EDM flat file		

NAESB Standard	NAESB – General Description	Area for Which Extension Is Requested	Case Citation
4.3.82	Presentation for each transaction in NAESB WGQ FF/EDM flat files	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
4.3.83	Encryption requirement for Interactive Flat File EDM		
4.3.84	Authentication protection regarding access to Interactive Flat File EDM		
4.3.85	Appearance of sub-categories and labels for Capacity Release in the Navigational Area		
4.3.86	Business result if multiple electronic delivery mechanisms are used		
4.3.87	Notification to trading partners of changes to business rules		
5.3.10	Supporting the creation of prearranged deals on the TSP’s Customer Activities Web site		
5.3.11	Replacement Shipper initiates confirmations of prearranged deals electronically		
5.3.12	Completion of Bids and Offers before posting	Extension of Index Based Capacity Releases	<i>MoGas Pipeline LLC</i> , 157 FERC ¶ 61,036 at P 11 (2016)
5.3.62	Acceptable methods for bidding on a given index-based capacity release Offer		
5.3.62a	Supporting specified Rate Floor the capacity release Offer for index-based capacity release transactions		
5.3.63	Result of Award for index-based capacity release if Award to be applied on a monthly basis, and the formula detailed in the capacity release requires calculations on a daily basis		
5.3.64	Invoicing of volumetric index-based capacity release transactions, where the result of the formula detailed in the capacity release Award is to be applied on a daily basis		
5.3.65	Supporting at least two non-public price index references that are representative of receipt and delivery points		
5.3.66	Information provided by Releasing Shipper regarding calculation of the reservation rate(s) for index-based capacity release transactions		
5.3.67	Rate to be used in the invoice for index-based capacity releases		
5.3.68	Ability of a Releasing Shipper to specify in the capacity release Offer a non-biddable Rate Default for index-based capacity release transactions		
5.3.69	Allocating quantities to Releasing Shipper according to mutually agreed upon timetable for volumetric index-based capacity release transactions where the Releasing Shipper performs invoicing calculations pursuant to NAESB WGQ Standard No. 5.3.66		

NAESB Standard	NAESB – General Description	Area for Which Extension Is Requested	Case Citation
5.3.70	Notice type requirement when sending notices via E-mail or EDI/EDM	Extension of EDI, EDM, and IET	<i>Eastern Shore Natural Gas Co.</i> , 154 FERC ¶ 61,250 at PP 26–27, 57 (2016)
5.3.71	Business practice notification when providing notices pursuant to NAESB WGQ Standard Nos. 4.3.28, 5.3.38, 5.3.70, and 5.4.16		
5.3.72	Error messages for the creation of the Offer and Bid, pursuant to NAESB WGQ Standard Nos. 5.4.24 and 5.4.25		
5.4.14	Upload of request for download of posted datasets		
5.4.15	Response to upload of request for download of posted datasets		
5.4.16	System-wide notice		
5.4.17	Definition of Note/Special Instruction		
5.4.20	Transactional Reporting for Capacity Release		
5.4.21	Transactional Reporting for Firm Transportation		
5.4.22	Transactional Reporting for Interruptible Transportation		
5.4.23	Pre-approved Bidders List		
5.4.24	Offer from releasing shipper		
5.4.25	Bid from potential Replacement Shipper		
5.4.26	Award Download		
5.4.27	Withdrawal Download		
10.3.5	Timestamp		
10.3.6	Timestamp generated by Receiver upon the successful receipt of a complete file		
10.3.7	HTTP Response to the Sender after timestamp generation		
10.3.8	Synchronization of Server clock generating the timestamp		
10.3.9	Internet Protocol (IP) address used for sending HTTP Response		
10.3.10	Identified site for receipt		
10.3.11	Attempts to complete a unit of work by Sender		
10.3.14	Defined Internet ET roles for Sender and Receiver		
10.3.15	Implementing file-based approach of security features for trading partners		
10.3.22	Private network connections to NAESB Internet ET servers		
10.3.23	NAESB Internet ET approved list of available TCP ports for Internet ET implementations		
10.3.24	Internet ET implementations should not require any inbound ports to be opened on the Sender’s firewall		

EXHIBIT R

Acquisition Contracts

- (1) A *pro forma* Purchase and Sale Agreement between Laclede Gas Company and Spire STL Pipeline LLC (“Spire”) is contained in Volume IV and marked **“CONTAINS PRIVILEGED INFORMATION - DO NOT RELEASE”** consistent with Spire’s request for privileged and confidential treatment of the confidential, proprietary information contained therein.
- (2) Not applicable.
- (3) Spire and Laclede Gas Company are both indirect wholly-owned subsidiaries of Spire Inc.

EXHIBIT S

Accounting Information Associated with Line 880 Acquisition

Attached hereto are the *pro forma* accounting entries associated with Spire STL Pipeline LLC's acquisition of Line 880 from Laclede Gas Company.

1) The estimated amounts recorded by Laclede Gas Company at December 31, 2016 are provided below:

101	Gas Plant in Service	\$783,182
108	Accumulated Provision for Depreciation	\$751,855

The original Gas Plant in Service and Accumulated Provision for Depreciation are estimates based on the mileage of plant being purchased relative to the original cost of all plant installed of the same vintage and diameter. The Missouri Public Service Commission utilizes original cost accounting.

2) The original costs of the facilities to be acquired are presented below:

101	Gas Plant in Service	\$783,182
-----	----------------------	-----------

3) Not applicable. The original cost is known as shown in (2) above.

4) Only depreciation is associated with the facilities to be acquired. The effective depreciation rate has been dictated through rate cases before the Missouri Public Service Commission. The facility to be acquired was installed in 1961.

5) The applicant proposes to record the facilities at the same amounts recorded by the vendor, including the assets' original cost and accumulated depreciation.

		<u>Debit</u>	<u>Credit</u>
102	Gas Plant Purchased or Sold	\$31,327	
211	Miscellaneous Paid-In Capital		\$31,327
	Total	<u>\$31,327</u>	<u>\$31,327</u>

Explanation: To clear Gas Plant Purchased or Sold (Account 102)

101	Gas Plant In Service	\$783,182	
102	Gas Plant Purchased or Sold		\$31,327
108	Accumulated Provision for Depreciation		\$751,855
	Total	<u>\$783,182</u>	<u>\$783,182</u>

Explanation: To clear Gas Plant Purchased or Sold (Account 102)

6) Not applicable. None of the acquired property needs extensive rehabilitation and none will be immediately retired.

- 7) Not applicable. The acquisition did not involve the purchase of capital stock or the liquidation of the acquired company.
- 8) Not applicable. The acquisition was not by merger.

EXHIBIT Z

Form of Protective Agreement

A form of Protective Agreement is attached hereto.

PROTECTIVE AGREEMENT

This Protective Agreement (the “Protective Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”) by and between Spire STL Pipeline LLC, a Missouri limited liability company (“Spire”) and [Counterparty], a [jurisdiction and organization type] (“Participant”). Spire and Participant are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, a certificate application regarding Spire’s proposed pipeline project (the “Project”) is currently pending before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. CP17-____-000 (the “Certificate Proceeding”);

WHEREAS, pursuant to Section 388.112(b) of the Commission’s regulations, 18 C.F.R. § 388.112(b) (2016), this Protective Agreement will apply to requests for a copy of the complete, non-public version of any document filed by Spire as privileged or as Critical Energy Infrastructure Information (“CEII”), in the Certificate Proceeding; and

WHEREAS, Participant desires to obtain access to the information for which Spire has requested privileged treatment and has attached hereto the documentation required by 18 C.F.R. § 388.112(b)(2)(iii) of the Commission’s regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Spire and Participant agree as follows:

1. This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Spire to Participant hereunder. Notwithstanding any order terminating the Certificate Proceeding, this Protective Agreement shall remain in effect until the earlier of: (i) termination by mutual agreement of the Parties; (ii) an order of the Commission terminating this Protective Agreement; or (iii) the date that an order terminating the Certificate Proceeding becomes no longer subject to judicial review.
2. This Protective Agreement applies to Protected Materials, as defined below. Notwithstanding anything herein to the contrary, Spire’s delivery of Protected Materials to Participant pursuant to this Protective Agreement shall not affect the Protected Materials’ protected status under the Commission’s regulations and Freedom of Information Act, 5 U.S.C. 552 (2012) (“FOIA”).
3. Definitions – For purposes of this Protective Agreement:
 - (a) The term “Protected Materials” means (1) materials submitted to the Commission with Spire’s application in the Certificate Proceeding for which Spire requested privileged or CEII treatment pursuant to the Commission’s regulations and any subsequent submissions by Spire to the Commission in the Certificate Proceeding for which Spire requests privileged or CEII treatment pursuant to the Commission’s regulations; (2) any information contained in or obtained from such designated materials; (3) any other materials which are made subject to this

Protective Agreement by the Commission, by any court or other body having appropriate authority or by mutual written agreement of the Parties; (4) Notes of Protected Materials (as defined below); and (5) copies of Protected Materials. Spire when producing Protected Materials to Participant shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain CEII, Spire when producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information – Do Not Release.”

- (b) The term “Notes of Protected Materials” means memoranda, handwritten notes or any other forms of information (including electronic form) that copy or disclose materials described in Paragraph 3(a)(1), Paragraph 3(a)(2) or Paragraph 3(a)(3) of this Protective Agreement. Notes of Protected Materials are subject to the same restrictions as other Protected Materials, except as specifically provided in this Protective Agreement.
- (c) Protected Materials shall not include (1) any information or document that has been filed with and accepted into the public files of the Commission, or that is contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court; or (2) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement or any other confidentiality or protective agreement. Protected Materials will always include any information or document contained in the files of the Commission that has been designated as CEII.
- (d) The term “Non-Disclosure Certificate” means the certificate annexed hereto which, once signed by each Reviewing Representative of Participant, will allow for access to Protected Materials and shall certify the Reviewing Representative’s understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Reviewing Representative has read this Protective Agreement and agrees to be bound by it.
- (e) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is: (1) an attorney who is representing Participant in the Certificate Proceeding; (2) attorneys, paralegals and other employees associated for purposes of the Certificate Proceeding with an attorney described in Paragraph 3(e)(1); (3) an expert or an employee of an expert retained by Participant or attorney for Participant for the purpose of advising, preparing for or testifying in the Certificate Proceeding; (4) employees of Participant with primary responsibility to represent Participant’s interest in the Certificate Proceeding; or (5) a person designated as a reviewing representative in the Certificate Proceeding by order of the Commission.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Participant and only through its Reviewing Representatives as provided in Paragraphs 7–9 of this Protective Agreement; provided that if the Protected Materials include rates, rate-related provisions and/or credit support provisions, then Spire may redact the rates, rate-related provisions and credit support provisions from the version of the Protected Materials provided to Participant and its Reviewing Representatives. In the event that Spire redacts any such information, then, if requested by Participant, the Parties shall meet to discuss the terms and conditions under which one or more of Participant’s Reviewing Representatives may be provided such redacted information. If no agreement is reached by the Parties, Participant may submit such dispute to the Commission for resolution. Participant shall provide Spire with a written request for the specific Protected Materials it wishes to obtain subject to this Protective Agreement, including the FERC Accession number and applicable filing date. Such request shall not be deemed to create a continuing obligation on the part of Spire to provide additional Protected Materials.

5. Protected Materials shall remain available to Participant (or, pursuant to Paragraph 20, remain available for Participant’s review) until the date that this Protective Agreement is terminated in accordance with Paragraph 1 of this Protective Agreement. Upon termination or if requested to do so by Spire in writing after that date, Participant shall, within fifteen (15) calendar days therefrom, return the Protected Materials to Spire, or shall destroy the Protected Materials, except that copies of filings, official transcripts and exhibits in the Certificate Proceeding that contain Protected Materials may be retained, but only if they are maintained in accordance with Paragraph 6 below. Within such time period, Participant, if requested to do so, shall also submit to Spire an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned to Spire or have been destroyed or, if applicable, will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement and cannot be used in any other proceeding or forum other than the Certificate Proceeding. If this Protective Agreement is terminated for any reason, the rights and obligations of the Parties set forth in this Paragraph 5 and in Paragraphs 6, 7, 8, 9, and 11 shall survive termination of this Protective Agreement with respect to the Protected Materials not returned or destroyed in accordance with this Paragraph 5.

6. All Protected Materials shall be maintained by Participant in a secure place. Protected Materials shall be treated as confidential by Participant and by the Reviewing Representative in accordance with the Non-Disclosure Certificate(s) executed pursuant to Paragraph 9. Participant shall exercise the same degree of care with respect to the Protected Materials as Participant uses in handling its own confidential information, but in any event, no less than commercially reasonable measures generally accepted in the industry. Access to all Protected Materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8–9. Participant shall be responsible and liable for any breach of this Protective Agreement by it or any of the Reviewing Representatives whether the Protected Materials are provided directly or indirectly by Spire or Participant.

7. Reviewing Representatives may make copies of Protected Materials, so long as Reviewing Representatives maintain adequate records of all copies made and distributed, but

such copies shall automatically be deemed Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials.

8. (a) Participant shall not request or use any Protected Materials unless Participant's use of such Protected Materials is necessary for Participant's effective participation in the Certificate Proceeding.

(b) Under no circumstances can a Reviewing Representative use information contained in any Protected Materials obtained under this Protective Agreement to give Participant, Participant's affiliates, any competitor of Spire or any other entity a commercial advantage.

(c) In the event that Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(e) above, Participant shall provide Spire with the name, affiliation, a description of the person's employer and job duties, and a description of the person's responsibilities relating to the Certificate Proceeding for such person requesting to become a Reviewing Representative. If Spire consents, that person shall be a Reviewing Representative pursuant to Paragraph 3(e) above with respect to those materials. If no agreement is reached, Participant may submit the disputed designation to the Commission for resolution.

9. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate and provided a copy of the executed Non-Disclosure Certificate to counsel for Spire. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in the Certificate Proceeding, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(e) above, access to Protected Materials by that person shall be terminated. Even if no longer engaged in the Certificate Proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the Non-Disclosure Certificate.

10. Subject to Paragraph 16, the Commission shall resolve any disputes arising under this Protective Agreement. If Participant contests Spire's designation of materials as protected, it shall notify Spire by specifying in writing the materials the designation of which is contested. Prior to presenting any dispute under this Protective Agreement to the Commission, the parties to the dispute shall use commercially reasonable efforts to resolve it. The procedures described in this Paragraph 10 shall not apply to Protected Materials designated by Spire as CEII. Materials so designated shall remain protected and subject to the provisions of this Protective Agreement unless Participant requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

11. All documents or copies thereof reflecting Protected Materials, including any documents that contain or refer to Protected Materials, in the event they are filed with the Commission, shall be filed either: (i) by hand in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Materials; or (ii) electronically on the Commission's website in

accordance with the procedures for electronic filing of privileged material or CEII. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served in accordance with the Commission's regulations. Such documents containing CEII shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release." For anything filed by hand or electronically, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served in accordance with the Commission's regulations. Participant and its counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

12. Except in cases where release is ordered sooner by the Commission, Protected Materials that have been requested pursuant to this Protective Agreement will be made available within fifteen (15) calendar days of receipt of a request satisfying 18 C.F.R. § 388.112(b)(2)(iii); provided, however, that if Spire files an objection to such request with the Commission, Spire is under no obligation to disclose the requested Protected Materials until ordered to do so by the Commission or a decisional authority.

13. Nothing in this Protective Agreement shall be construed as precluding Spire or Participant from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Protective Agreement shall preclude Participant from requesting the Commission to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement. The Commission may alter or amend this Protective Agreement as circumstances warrant at any time during the course of the Certificate Proceeding. The Parties may amend this Protective Agreement at any time by written mutual agreement without seeking Commission approval, unless such amendment is otherwise specifically prohibited by law or the Commission's regulations.

15. If the Commission finds at any time in the course of the Certificate Proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement until the date that the Commission orders the materials be produced. Spire reserves its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under FOIA for Protected Materials in the files of the Commission.

16. Nothing in this Protective Agreement shall be deemed to preclude Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in the Certificate Proceeding under this Protective Agreement.

17. Neither Spire nor Participant waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

18. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with the Certificate Proceeding.

IN WITNESS WHEREOF, the Parties hereto have caused this Protective Agreement to be duly executed in several counterparts by their proper officers duly authorized as of the Effective Date.

Spire STL Pipeline LLC

By: _____
Name:
Title:

[COUNTERPARTY]

By: _____
Name:
Title:

NON-DISCLOSURE CERTIFICATE CONCERNING PROTECTED MATERIALS

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Spire STL Pipeline LLC and [Counterparty] dated _____, 20__, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____