

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3. SUPPLYING GAS SERVICE

- 3.01 AVAILABILITY: Company will supply gas service in accordance with its rate schedules and these General Terms and Conditions for Gas Service on file with and approved by the Commission.

Except as otherwise provided in Sections 9 and 10 herein, or unless special arrangements have been made between customer and Company, gas service will be supplied by Company under an available rate schedule only at such premises as are adjacent to Company's existing distribution facilities which are adequate and suitable to supply gas service for the requirements of customer. Company shall not be required to furnish gas service at a pressure in excess of 7 inches water column.

Upon the request of any interested person, Company will furnish information regarding the location and size of its distribution mains and the character of service available at any location.

- 3.02 PRIOR INDEBTEDNESS OF CUSTOMER: Company shall not be required to commence supplying gas service if at the time of application, the applicant, or any member of applicant's household (who has received benefit from previous gas service), is indebted to Company for such gas service previously supplied at the same premises or any former premises until payment of such indebtedness shall have been made. This provision cannot be avoided by substituting an application for service at the same or at a new location signed by some other member of the former customer's household or by any other person acting for or on behalf of such customer.

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F. Jay Cummings

Vice President, Rates and Regulatory Affairs

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In order to expedite service to a customer moving from one location to another, Company may provide service at the new location before all bills and charges are paid for service at the prior location. Company reserves the right to transfer any unpaid amount from prior service(s) to a current service account. Such transferred bills are then subject to the provisions of Sections 7.07 and 7.08 herein.

3.03 CONNECTION OF SERVICE: The Company shall charge a transfer fee as set forth in Section 14 herein to service applicants when natural gas service is not being initiated or reinstated but is continuing from a prior customer. The Company shall charge a connection fee as set forth in Section 14 herein to service applicants when natural gas service is being initiated for the first time or had been previously terminated at the location. At the customer's option, the connection fee may be spread out over a period not to exceed four months. Separate fees for reconnection of service after discontinuance by the Company are provided for in Section 3.12 herein.

3.04 ACCESS TO CUSTOMER PREMISES: Customer shall give duly authorized agents and employees of Company, when properly identified, full and free access to the premises of customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of Company's facilities on the premises of customer, reading meters, or for any other purpose incidental to the gas service supplied by Company. Access for the purpose of reading meters inside buildings is more specifically covered in Section 5.05 herein.

3.05 CONTINUITY OF SERVICE: Company will use reasonable diligence to furnish continuous gas service to customer, but does not guarantee the supplying of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage occasioned by irregularities or interruptions of service due to breakdowns or damage to equipment, extraordinary repairs, an act of God or public enemy, accidents, strikes or their equivalent, legal process, state or municipal interference, civil disturbances, depletion of gas supply, or any other cause beyond Company's control.

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Missouri Gas Energy, Kansas City, MO. 64111

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service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by customer.

The reconnection charge, precedent to the restoration of gas service to a customer whose gas service has been discontinued for any reason whatsoever, shall be as provided in Section 14, herein.

If gas service is discontinued for non-payment by customer of any delinquent gas service bill, Company shall not, except as provided in Section 3.10 herein, be required to restore service until all delinquent bills and reconnection charges have been paid and customer has complied with Section 2.05 herein.

A reconnection charge as provided for in Section 14, herein, shall apply if service is discontinued at the request of customer and reconnected within 7 months at the request of customer at the same location.

The requirements of this Section cannot be avoided by a request for a restoration of service or an application for service at the same location by a member of customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of customer.

- 3.13 REFUSAL TO SERVE: Company may refuse to supply gas service or discontinue service to any customer who fails or refuses to comply with the provisions of any applicable law, rule of the Commission, rate schedule or any provision of these General Terms and Conditions for Gas Service in effect and on file with the Commission.

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