

FORM NO. 13

P.S.C. MO. No. 1

Canceling P.S.C. MO. No. 1

Second Revised

First Revised

SHEET No. 40

SHEET No. 40

Missouri Gas Energy,  
a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied to commercial and industrial customers whose natural gas requirements at a single address or location the Company expects will exceed 15,000 Ccf in any one month of a 12 month billing period. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos, 50 through 53, as applicable, unless otherwise authorized by state law.

Customers receiving service under this schedule whose maximum monthly requirement at a single address or location has exceeded 15,000 Ccf during the most recent 12 month period ended February, or the Company expects will exceed 15,000 Ccf in the following contract year will retain their eligibility for this rate for the following contract year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current contract year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may re-qualify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

When more than one meter is set at a single address or location, as of June 30, 2000, for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, customer charges will be computed at 50 percent of the LVS customer charge. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

DATE OF ISSUE July 16, 2001  
month day year

DATE EFFECTIVE August 06, 2001  
month day year

ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs  
Missouri Gas Energy, Kansas City, MO. 64111

**FILED**<sup>4</sup>

JUL 13 2004

Missouri Public  
Service Commission

Exhibit No. 601

Case No(s) 912-2004-0209

Date 7-1-04 Rptr TS

Missouri Gas Energy,  
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Each customer meeting the eligibility requirements of this schedule shall give the Company 12 months written notice before switching from a general sales service rate schedule to this schedule, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from the transportation service to a general sales service rate schedule, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs.

CONTRACT DEMAND OPTION

1. To the extent permitted by the Company's gas sales and transportation agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31 of the current year. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 with at least 180 days prior written notice to the Company. Failure by an existing transportation customer to make a Contract Demand election at the required time shall be sufficient cause for the Company to extend that existing Contract Demand level for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if (1) the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or (2) the net change results in an increased requirement and the Company is able to secure a sufficient gas supply and/or transportation capacity of gas to meet such increased requirements.

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LV

If the Company is unable to secure a sufficient gas supply and/or transportation capacity for this purpose, the added gas supply and/or transportation capacity, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

2. The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's priority of service schedule contained in its General Terms and Conditions and the Company shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event, the Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable Unauthorized Use Charges as set forth in the Transportation Provisions (TRPR) schedule. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

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For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Customer Charge: \$409.30 per month

Sales or Transportation Charge:

For all gas delivered during the billing months of November through March:

\$ 0.04468 per Ccf for the first 30,000 Ccf transported, plus  
\$ 0.03507 per Ccf for all additional gas transported.

For all gas delivered during the billing months of April through October:

\$ 0.02826 per Ccf for the first 30,000 Ccf transported, plus  
\$ 0.01865 per Ccf for all additional gas transported.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.7.

Maximum Transportation Charge: The transportation charge as stated above.

Minimum Transportation Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivalent to:

Customer charge plus \$0.0005 per Ccf.

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ISSUED BY: Robert J. Hack

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Missouri Gas Energy,  
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Name of Issuing CorporationFor: All Missouri Service Areas  
Community, Town or CityLARGE VOLUME SERVICE  
LVNET MONTHLY BILLRate (continued)

The Purchased Gas Adjustment (PGA) rate applicable to the consumption by customers who are required or who have elected to have electronic gas measuring (EGM) equipment installed, shall be billed at the PGA rate in effect during the billing cycle. For billing cycles which have multiple PGA rates, the respective rates will be applied to the consumption measured by EGM for the periods in which the consumption occurred.

The Company may from time to time at its sole discretion reduce its charge for transportation service by any amount down to the minimum transportation charge for customers who have alternative energy sources, which on an equivalent BTU basis, can be shown to be less than the sum of the Company's transportation rate and the cost of natural gas available to the customer.

Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to re-establish service to a previous customer or to acquire new customers.

The Company will reduce its transportation rate on a case by case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternative energy source exists.

If the Company reduces its transportation charge hereunder, it may, unless otherwise provided for by contract upon 2 days notice to the customer, further adjust that price within the rates set forth above.

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For: All Missouri Service Areas

**TRANSPORTATION PROVISIONS****TRPR**

- (9) **Cash Out:** Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, **Retainage**. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, **Aggregation**.

- (a) **Monthly Cash Out:** Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.

- (i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:

1.0 times the index price for each MMBtu of imbalance up to and including 10% of nominations, plus

1.2 times the index price for each MMBtu of imbalance which is greater than 10%, up to and including 15% of nominations, plus

1.4 times the index price for each MMBtu of imbalance which is greater than 15% of nominations.

- (ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:

1.0 times the index price for each MMBtu of imbalance up to and including 10% of nominations, plus

0.8 times the index price for each MMBtu of imbalance which is greater than 10% of nominations, up to and including 15%, plus

0.6 times the index price for each MMBtu of imbalance which is greater than 15% of nominations.

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TRANSPORTATION PROVISIONSTRPR

- (b) Index Price: The index price shall be determined as the arithmetic average of the first-of-the-month index prices published in Inside F.E.R.C.'s Gas Market Report for the month immediately following the month in which the imbalance occurred, for

Southern Star Central Gas Pipeline, Inc. f/k/a Williams Gas Pipeline Central Inc. (Texas, Kansas, Oklahoma) (If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)

And

Panhandle Eastern Pipe Line Company (Texas and Oklahoma)

- (10) Limitations: If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule may be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.
- (11) Limitation of Transportation Service and Other Charges: Transportation shall be available only where the gas supply contracts, tariffs and schedules under which the Company obtains its gas supplies permit. Any conditions or limitations on transportation by the Company imposed by such contracts, tariffs and schedules shall be applicable to service hereunder. In the event that this transportation service causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be billed to the customer in addition to amounts for service rendered hereunder.

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## TRANSPORTATION PROVISIONS

### TRPR

- (12) Third Party Metering: When the gas delivered to the Company for transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in Ccf or MMBTU per day delivered for the customer's account to the Company during the billing period. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, or other documentation in the case of electronic metering, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

### B. PRIORITY OF SERVICE

- (1) Notice: Notice of critical use periods and periods of curtailment shall be provided as far in advance as practicable and may be changed by Company as conditions warrant. Notice shall be given to each affected customer by telephone or in writing, including facsimile and, with the customer's agreement, electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph whenever the customer's usage is aggregated for balancing under Section A-4 Aggregation. During emergency situations, Company may use commercial radio and/or television to notify customers.

- (2) Critical Use Periods: Company may issue an Operational Flow Order (OFO) whenever necessary to instruct customers to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers are required to avoid Under-Deliveries, Over-Deliveries, or both

- (a) Standard OFO: A Standard OFO shall require the customer to take preemptive or preventive actions and/or measures in order to neutralize

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For: All Missouri Service Areas

TRANSPORTATION PROVISIONSTRPR

or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.

- (b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.
  - (c) Authorized Usage: A transportation service customer's authorized usage during an OFO shall be equal to that customer's retainage-adjusted confirmed nomination.
  - (d) Interrupted Supply: Whenever a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainage-adjusted confirmed nomination being delivered to Company on behalf of that customer.
  - (e) Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system and the Company's system capacity is adequate to meet all of its other demands for sales and transportation service as provided in Section A(10) Limitations.
- (3) Period of Curtailment: Consistent with the provisions of Section A(10) Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.
- (a) Authorized Usage: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.
  - (b) Curtailment Priority: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority

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For: All Missouri Service Areas

**TRANSPORTATION PROVISIONS**  
**TRPR**

category as required. The categories to be used by Company to allocate available service, listed from highest to lowest priority, are:

**(i) For an MGE Sales Service Supply Deficiency**

**(a) Category 1.**

Sales service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

**(b) Category 2.**

Commercial sales service

**(c) Category 3.**

Industrial sales service

**(ii) For an MGE Distribution System Capacity Deficiency**

**(a) Category 1.**

Sales or transportation service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

**(b) Category 2.**

Commercial sales service and commercial transportation service

**(c) Category 3.**

Industrial sales service and industrial transportation service

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For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

- (c) Exception to Curtailment Priority: Company may curtail customers in higher priority categories before curtailing customers in lower priority categories only if curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.
- (d) Allocation of Partial Capacity: Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's customers in the same category.
- (e) Emergency Usage during POCs: A customer may request to use gas above authorized levels to forestall irreparable injury to life or property. Requests by telephone shall be followed immediately by a written request. Written requests shall state the nature, cause, and expected duration of the emergency and may be submitted by facsimile (fax) transmission. The customer must act to eliminate the cause of the emergency as soon as practicable. The charge for usage above authorized levels shall be determined at the time Company receives the customer's request. Disputes concerning this charge shall be referred to the Commission for resolution.
- (f) Relief from Liability: Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during a POC. Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

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Missouri Gas Energy,  
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Name of Issuing CorporationFor: All Missouri Service Areas  
Community, Town or CityTRANSPORTATION PROVISIONS  
TRPR

- (4) Unauthorized Deliveries: Over-Deliveries and/or Under-Deliveries which vary from customer's authorized usage level under an OFO or during a POC, shall be subject to the penalties described in Section B-5 Penalties for Unauthorized Usage.
- (a) Individual Customers: Unauthorized Deliveries for individually balanced customers shall be calculated by comparing each customer's retainage-adjusted confirmed nominations with actual usage less contract demand.
- (b) Pools: Unauthorized Deliveries for pools subject to aggregated balancing as defined under Section A-4 Aggregation, shall be calculated by comparing the group members' total retainage-adjusted confirmed nominations with their total actual usage less contract demand.
- (c) Meter Reading: Actual usage during an OFO shall normally be provided by electronic gas measurement (EGM) equipment. If Company is unable to obtain data from a customer's EGM device, the customer's usage shall be determined by actual meter reads.
- (d) Refusal to Comply: Company may disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.
- (5) Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrence of penalties. All revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery

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Missouri Gas Energy,

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Name of Issuing CorporationFor: All Missouri Service Areas  
Community, Town or CityTRANSPORTATION PROVISIONS  
TRPR

amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

(a) Tolerance Levels: Penalties shall be assessed:

- (i) During an OFO or POC, when Unauthorized Over- Deliveries to EGM meters exceed 5% of authorized daily delivery levels.
- (ii) During an OFO, when Unauthorized Under-Deliveries to EGM meters exceed 5% of authorized daily delivery levels.

(b) Penalties during POCs shall be:

- (i) The greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMBtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section B-5-a Tolerance Levels but is no greater than 10% of the authorized delivery level for the customer or the aggregated balancing group, and
- (ii) The greater of \$20 or 10 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMBtu of Unauthorized Over Delivery in excess of 10% of the authorized delivery level for the customer or the aggregated balancing group.

(c) Penalties during OFOs: Penalties for Unauthorized Over-deliveries or Under-deliveries shall be calculated as follows:

- (i) Standard OFO Penalties: For each day of the Standard OFO, the greater of \$5 or 2½ times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.
- (ii) POC and Emergency OFO Penalties: For each day of the POC or Emergency OFO, the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) time the MMBtu of Unauthorized Over-or

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For: All Missouri Service Areas

TRANSPORTATION PROVISIONSTRPR

Under-deliveries that exceed the tolerance level applicable under  
Section B-5-a Tolerance Levels.

- (d) Responsibility for Payment: Unauthorized Over- or Under-Delivery  
Penalties for individually balanced customers shall be billed to and  
collected from the applicable customer. Unauthorized Over- or  
Under- Delivery Penalties for pools shall be billed to and collected  
from the agent representing the aggregated customers. Customers  
will continue to have ultimate responsibility for all charges on the  
account.

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Missouri Gas Energy,  
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For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT

EGM

APPLICABLE

EGM equipment will be required for natural gas service supplied to large volume transportation customers. EGM equipment will be required on all meters necessary to record 100% of the customer's annual natural gas usage at customer's location.

For safety, billing, and efficiency-related reasons, the Company will install, own and operate all EGM equipment. Such equipment will provide for the on-site measurement of natural gas consumed by the customer. Company agrees to provide a data link or contact closure from the Company's EGM equipment to the customer at the meter site so customer can receive data in the same fashion that is available to the Company. At the customer's request, Company will inspect and evaluate customer's connection to the Company-owned EGM equipment during normal Company working hours. The Company will also provide and bill customer the actual cost for any requested assistance beyond maintenance to the Company EGM equipment connection.

The customer is required to provide adequate space for the installation of the EGM equipment and shall provide and maintain, at its cost, electric power and telephone circuitry according to Company EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and customer. Failure to provide power and telephone will be considered non-compliance with the EGM obligation and transportation service will be terminated within 30 days written notice to the customer. The customer will be placed into appropriate rate schedule based on annual consumption. A minimum of 12 months must pass for the customer to again qualify for the transportation service. The customer will also be required to comply with the EGM requirements before being moved to the transportation rate schedule.

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ISSUED BY: Charles B. Hernandez

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Missouri Gas Energy,  
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For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT  
EGM

EGM CHARGES

Customer shall reimburse Company for the installed cost of EGM equipment not to exceed the cost as set out below and pay a monthly fee for the operations and maintenance as set out below.

Equipment Charges

Per Meter Site (includes one instrument point),  
plus applicable income taxes: \$5,000

Each additional Instrument Point  
(maximum of three additional at same meter site),  
plus applicable income taxes: \$2,000

An additional charge of \$3,000 plus applicable income taxes will be assessed to customers served by orifice meters due to the complexity of the installation.

Charges shall be assessed in a non-discriminatory manner for customers with similar meter characteristics and EGM equipment requirements.

Monthly Charge

The customer shall pay for the operation and maintenance of the EGM equipment through a monthly facilities charge of \$25 for each EGM device installed beginning at the time of installation.

DEFINITIONS

Meter Site:

A gas metering facility that serves a single or multiple contiguous meter runs at one location. Meters must be within a 50 foot radius to be considered contiguous.

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ELECTRONIC GAS MEASUREMENT EQUIPMENT

EGM

DEFINITIONS (continued)

Instrument Point:

A metering device which provides a record of the flow of natural gas into the Customer's premises. There may be multiple instrument points at a single meter site.

OTHER PROVISIONS

Company will endeavor to coordinate the installation of all facilities required herein with customer as soon as practicable following the effective date of this tariff. Company will permit customer to finance the EGM equipment over a three (3) year period at 8% per annum.

In the event that the EGM equipment should fail, mechanical uncorrected readings will be used, except for Orifice meter installations where historical data will be used to estimate billing data as provided in Section 7.04 of the Company's General Terms and Conditions.

Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EGM equipment or Customer connection and other necessary equipment to serve the Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of the Company or its accredited personnel.

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ISSUED BY F. Jay Cummings

Vice President, Rates and Regulatory Affairs  
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Missouri Gas Energy,  
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Name of Issuing Corporation  
City

For: All Missouri Service Areas

Community, Town o

### GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

If within a period of 5 years from the date of an agreement made prior to January 1, 1987, to install a main extension for which a deposit was required, additional customers are connected directly to the extension and not to a further extension, the Company shall refund to the customers who made the deposit an amount equal to the cost of 75 feet of main extension per additional customer added, but at no time shall the aggregate refunds exceed the original deposit. At the end of this 5 year period, any remaining portion of the customers' deposit shall become a nonrefundable contribution in aid of construction.

If, within a period of 5 years from the date of an agreement made on and after January 1, 1987, to install a main extension for which a deposit was required, additional customers are connected directly to the extension, and not to a further extension, the Company shall refund to the customers who made the deposit a pro rata share of an amount equal to the cost of 75 feet of main extension, plus the main tap charge collected from the additional customers as required by this Section. This refunding procedure is intended to equalize the required deposit per customer after all potential customers are connected to and served from the main extension within a period of 5 years from the date of the main extension agreement. At the end of this 5 year period, any remaining portion of customers' deposit shall become a nonrefundable contribution in aid of construction and no additional main tap charges from new applicants or extension allowances from the Company will be applicable to the extension.

- 9.04 EXTENSIONS TO INTERRUPTIBLE SERVICE AND LARGE FIRM SERVICE CUSTOMERS: When an extension of the Company's distribution system is requested by an applicant desiring to receive interruptible service or firm service in excess of 6,000 Ccf annually, the amount of investment in distribution mains which the Company will make without a deposit will be determined by the Company from an analysis of the character of service requested, the estimated revenue to be derived from the applicant, and the estimated expense of providing such service. A main extension necessary to provide interruptible or large firm service shall be subject to such other terms and conditions as may be mutually agreed to be the Company and the applicant.

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