

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

7.02 BILLING PERIOD: Except as otherwise provided in these General Terms and Conditions for Gas Service, the Company will read the customer's meter in accordance with its cycle billing procedure and bills based on such readings will be rendered at intervals of approximately one month. If the Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle. The Company shall have the right to read meters bi-monthly and render bills at approximate one-month intervals. The interim bill shall be based on estimated consumption with any adjustments being made in the next billing month in which a meter reading is obtained.

Proration Rule - For billing periods less than twenty-six (26) days, the Customer Charge shall be calculated by dividing the number of days in the customer billing period by thirty (30) days, multiplied by the applicable Customer Charge.

7.03 BUDGET BILLING: The Company will permit residential and small commercial and industrial customers, served under SGS rate schedule and with no more than thirty days of arrears, to enroll in a Budget Billing Plan ("Budget") at any time during the year. Subject to the foregoing, the Company reserves the right to deny a Budget to a customer who has repeatedly failed to comply with a Budget or has violated other rules of the Company approved by the Commission.

Under the Budget, an account is billed levelized monthly amounts, approximately equal to one-twelfth of the customer's projected annual bill, plus or minus an amount reflecting any beginning utility account balance. A customer's Budget amount is based on the recent twelve months of historical annual usage at the location where the customer receives gas service as adjusted for weather conditions, changes in gas rates, or other factors, such as, but not limited to, customer load changes. Where a customer does not have a twelve month consumption history at such location, the Company may choose to utilize either the usage history of the former occupant or other available information or factors, such as, but not limited to, system averages.

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In order to avoid large swings in the Budget amount, the Company will review such amounts periodically and may adjust an amount if it falls outside of parameters set by the Company. Initially such parameter will be set at a 20% variance; however, the Company reserves the right to change such parameter as needed and will notify the Commission Staff and the Office of the Public Counsel whenever such parameter is changed. Unless otherwise adjusted, a customer's Budget amount will generally remain in effect for twelve months, at which time it will be reviewed and adjusted for the foregoing factors for the upcoming twelve month period, including the roll-in of any outstanding utility account balance.

A customer may terminate a Budget at any time upon request to the Company. The Company may terminate a customer's Budget after giving notice if the customer has been delinquent for two (2) consecutive billing periods. Upon termination, any Budget balance shall be applied to the customer's subsequent bill.

7.04 ESTIMATED BILLING: In the event any meter is not read as scheduled, the Company may estimate the customer's consumption and bill accordingly.

The Company may render a bill based on estimated usage:

- (A) When extreme weather conditions, emergencies, labor agreements, or work stoppages, prevent actual meter readings.
- (B) When the Company is unable to obtain for reasons beyond the Company's reasonable control, including an inability to access the customer's premises as necessary. If the Company is unable to obtain an actual correct meter reading for these reasons, where necessary, it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving postpaid, pre-addressed postcards upon which the customer may note the reading unless the customer requests otherwise.

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- (C) When the utility does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location;
- (D) When the Company is unable to accurately obtain a meter reading due to human or billing system error;
- (E) When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, including a remote meter reading device's failure to transmit a reliable reading;
- (F) When the Company does not obtain an accurate or correct meter reading due to failure to detect and verify usage at the customer's location, i.e., vacant with usage;
- (G) When the Company has reason to believe that an actual reading is erroneous. Such reasons may include readings that indicate usage which is outside of the range of probability based on customer's historical usage and when the Company has a reasonable suspicion that the meter reading equipment has malfunctioned or a reasonable suspicion that the meter reader is producing unreliable results.

1. If the previous three consecutive bills were based on estimated meter readings, the actual reading must be used unless another correcting reading is obtained.

2. A second adjustment within a twelve-month period cannot be made without attempting to obtain a confirming or correcting reading by means of a special meter reading attempt, or a request of the customer to schedule an inspection of meter or reading device. If a reading (inspection) is not obtained, supervisory approval must be obtained to make a modification. A notice is to be attached to the bill informing the customer that the bill is estimated and does not reflect an actual meter reading.

3. Additional adjustments within a twelve-month period cannot be made without the approval of the customer. In cases which would otherwise indicate an additional adjustment, the Company shall promptly take the necessary actions to rectify the situation causing the erroneous reading, whether the cause was mechanical in nature or human error.

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The Company will estimate a customer's usage by determining the actual usage at the customer's location in a prior comparable period and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for a comparable period, the estimation will be performed by determining actual usage at the customer's location in the previous billing period, and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for the previous billing period, the estimation will be performed by determining the relationship of actual usage at the customer's location to the average usage of comparable customers as determined by the Company in a prior period, and applying that relationship to the average usage of comparable customers in the estimation period. Where actual usage data at the customer's location is not available, the customer's use will be based on average usage for comparable customers.

After reading is obtained, an adjusted bill, if necessary, shall be rendered for the period since the last previous reading of the meter.

Except as provided in subsections (A), (B) and (C) above of this Rule, the Company may not render an estimated bill for; (a) more than three (3) consecutive billing periods or one (1) year, whichever is less, or (b) as a customer's initial or final bill for service.

When the Company renders an estimated bill in accordance with these General Terms and Conditions for Gas Service, it shall:

- (A) Maintain accurate records of the reasons therefore and efforts made to secure an actual reading.
- (B) Clearly and conspicuously note on the bill that it is based on estimated usage.
- (C) Use customer supplied readings, whenever viable (i.e., in line with prior usage or seasonal usage), to determine usage.

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All adjusted bills and bills covering more than a one month period shall be based on increasing the length of the rate blocks according to the number of months of service involved; that is to say, the rate blocks will be doubled for a two-month's reading and tripled for a three month's reading, etc. Irrespective of whether a bill is based on the Company's reading or the Company's estimate of consumption, the Company shall have the right to discontinue service for non-payment thereof as provided elsewhere in these General Terms and Conditions for Gas Service with respect to delinquent bills.

When the Company underestimates the customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

7.05 RENDITION OF BILLS: The Company shall be required to render a bill by mailing, hand delivery or electronic posting.- The loss or non-receipt of a bill by the customer shall not release or diminish the obligation of the customer with respect to the full payment thereof, including additional charges as provided in Rule 7.07 hereof. In the event of loss of or failure to receive a bill, the Company shall, upon request of the customer, make a duplicate thereof.

7.06 FAILURE TO OBTAIN METER READING: If the Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, the Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report gas usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated shall be explained. The Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. Such attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. The Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays at those charges provided for in Rule 14. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

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If a customer fails to report usage, the Company shall obtain a meter reading at least annually. The Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Rules 3.06, 3.07, and 3.08 hereof.

7.07 PAYMENT OF BILLS: All bills for service are due and payable upon receipt and become delinquent on the date specified thereon. For residential customers, such date shall be 21 days from the date of rendition. For non-residential customers, such date shall be as specified in the Company's applicable rate schedules.

If the last calendar day for payment falls on a Sunday, legal holiday, or any other days when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the final payment date shall be extended through the next business day. The date of payment for remittance by mail or for remittance originated electronically is the date on which the Company receives the remittance.

7.08 DEFAULT: Failure of the customer to pay any amount due the Company under the customer's service agreement in the full amount due before the twenty-second (22nd) day after rendition shall constitute a default by the customer in his service agreement. The customer's obligation to pay the amount due to the Company under the customer's service agreement shall be separate from other claims by the customer against the Company. Failure of the Company to pay such claims or to give the customer credit therefore, shall not justify failure by the customer to pay the amount due the Company under the customer's service agreement nor prevent default by the customer.

7.09 EXTENSION AGREEMENT: The company may enter into an extension agreement upon the request of a customer who claims an inability to pay the bill in full.

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7.10 RETURNED PAYMENT CHARGE: The Company shall assess a returned payment charge as set forth in Section 14, herein, whenever any check or electronic payment submitted to the Company by or on behalf of a customer has been returned unpaid by the financial institution through which such payment was to have been made.

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