ORDINANCE NO. 520

AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Neck City, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NECK CITY, MISSOURI:

SECTION 1. That there is hereby granted to Southern Union Company, a corporation operating a gas distribution system in the City of Neck City, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of gas to consumers shall be governed by the present operating rules, regulations and customers of Grantee and such rules and regulations as may hereafter be prescribed or approved.

SECTION 3. All mains, pipes and services which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in substantially as good condition as before said work was commenced.

SECTION 4. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City, alter, reset, or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 5. Grantee shall not later than February 1 and August 1 respectively of each year make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the last six (6) months' period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the company. So long as Grantee shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment on its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 6. That Ordinance No. 348 is hereby repealed.

SECTION 7. The Mayor of Neck City, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy, and to deliver said properly executed copy to Southern Union Company, shall thereupon execute and deliver its acceptance of said granted franchise to City Clerk.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

Passed this 24 day of May, 1995.

ATTEST:

Mayor

City Clerk

Approved this 24 day of May, 1995

Mayor

c:\winword\neck.frc

This Acceptance of Ordinance received and filed this 27th day of June, 1995

City Clerk

City of Neck City, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

KNOW ALL MEN BY THESE PRESENTS, that Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware, the Grantee named in Ordinance No. 520 of the Ordinance of the City of Neck City, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Neck City, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Secretary this 5th day of July, 1995.

MISSOURI GAS ENERGY, a division of Southern Union Company

By

Eugene N. Dubay
Executive Vice President and
Chief Operating Officer

ATTEST:

Brad Ziegler
Assistant Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 5th day of July, 1995, before me, the undersigned a Notary Public, came Eugene N. Dubay, Executive Vice President and Chief Operating Officer, and Brad Ziegler, Assistant Secretary of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Brenda L. Vogt
Notary Public

BRENDA L. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: April 3, 1999

Bill No. 2008-283 **Ordinance No. 322-2008**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF NEOSHO, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from March 14, 2008, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Neosho, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Neosho now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2: All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3: That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place

to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4: Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5: If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

Section 6: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage this 4th day of March, 2008.

ATTEST:

Audrey A. Coney
City Clerk

CITY COUNCIL, CITY OF NEOSHO

Matthew Reisinger
Mayor

APPROVED:

Steven A. Hays
City Attorney

This Acceptance of Ordinance received
and filed this 8th day of
April, 2008.

Audrey A. Covey
City Clerk

City of Neosho, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 322-2008 of the Ordinances of the City of Neosho, Missouri, the same being entitled:

> "AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Neosho, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 20th day of MARCH, 2008.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
Robert J. Hack
Chief Operating Officer (TJ)

ATTEST:

Jenny Wockenfuss

Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 20th day of MARCH, 2008, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

2-3-11

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

BILL NO. 2000-102 ORDINANCE NO. 1141

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISBRIBUTION SYSTEM IN THE CITY OF NIXA, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NIXA, MISSOURI AS FOLLOWS:

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Nixa, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Nixa now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City for a public purpose. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise

from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the transportation, distribution and sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Domestic and commercial transportation, distribution and sales shall be considered as service made other than on special contracts providing for stand-by fuel and interruption of service at any time demands of domestic and commercial consumers may so require. Said percentage of Company's gross receipts is hereby levied and assessed as a occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 9TH DAY OF OCTOBER, 2000.

J. M. Wasson
MAYOR

ATTEST:

Carolyn Parrish
CITY CLERK

APPROVED THIS 9TH DAY OF OCTOBER, 2000

MAYOR

This acceptance of Ordinance received
And filed this 9th day of October, 2000.

City Clerk

City of Nixa, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1141 of the Ordinances of the City of Nixa, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Nixa, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

Hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 22nd day of February, ~~2000~~. 2001

MISSOURI GAS ENERGY, a division of
Southern Union Company

BY _____
Steven W. Cattron
President

ATTEST:

_____
Robert J. Hack
Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 22nd day of February, ~~2000~~, 2001 before me, the undersigned, a Notary Public came Steven W. Cattron, President, and Robert J. Hack, Assistant Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public

My Commission Expires: _____

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 04-203 Ordinance No. 04-203

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF NOEL, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NOEL, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 27, 2004, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Noel, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Noel now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

First read this 14 day of December, 2004

Second Reading and Passed on this 11 day of January, 2005

Approved this 11 day of January, 2005

John Baucom, Mayor

ATTEST:

Karla Meador

Karla Meador, Clerk

This Acceptance of Ordinance received
and filed this 25 day of
MAY, 2005.

City Clerk

City of Noel, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 04-203 of the Ordinances of the City of Noel, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Noel, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 5th day of MAY, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 5TH day of MAY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 10-2005 Ordinance No. 570

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF NORBORNE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NORBORNE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 8, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Norborne, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Norborne now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 1st DAY OF August, 2005.

Roger Leabo
Mayor

ATTEST:

Dorothy L Drew
CITY CLERK

APPROVED THIS 1st DAY OF August, 2005.

Roger Leabo
Mayor

This Acceptance of Ordinance received and filed this 22nd day of August, 2005.

Dorothy L Drew
City Clerk

City of Norborne, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 570 of the Ordinances of the City of Norborne, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Norborne, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of August, 2005.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of August, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:
Feb. 3, 2007

BILL NO. 4544 ORDINANCE NO. 6343

AN ORDINANCE GRANTING TO WESTERN RESOURCES, INC., A KANSAS CORPORATION DOING BUSINESS AS GAS SERVICE, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF NORTH KANSAS CITY, MISSOURI, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLAN AND SYSTEM IN SAID CITY, IMPOSING AN OCCUPATION AND LICENSE TAX, AND OTHER MATTERS RELATING THERETO.

WHEREAS, there is the need to generate a new franchise agreement with Western Resources, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

SECTION 1. That there is hereby granted to Western Resources, Inc., a corporation operating a gas distribution system in the City of North Kansas City, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date thereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of North Kansas City, hereinafter called the City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of and transportation of gas to consumers shall be governed by the present operating rules, regulations and customs of Grantee and such rules and regulations as may hereafter be prescribed or approved by said identified regulatory authority having jurisdiction.

SECTION 3. All mains, pipes and services, which shall be laid or installed under this grant, shall be so located and laid as to not obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in the manner provided by ordinance.

SECTION 4. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Grantee, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish free of cost to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation, and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Grantee to proceed with advantage in laying or repairing mains or pipes, and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill

all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Grantee to perform same in a reasonable time. It is expressly provided and understood that any excavations which may be made by Grantee, its successors and assigns, in the public streets or other public places shall be made in accordance with the Ordinances of the City, as the same may from time to time be changed or amended, and that, if so required, Grantee will obtain necessary permits and pay the required inspection fees for such excavations or openings.

SECTION 5. As a further consideration for the right, privileges and franchise hereby granted, and in lieu of all other occupation and license taxes, Grantee shall not later than the last day of each calendar month in each year, make a report to the City of its gross receipts from the sale or transportation of gas within the corporate limits of said City for the one month period ending on the last day of the month preceding that on which the report is due; and at the time of making such reports, shall pay into the City treasury a sum equal to ten percent (10%) of the gross receipts of the Grantee derived from the transportation of gas to customers within the City and a sum equal to five percent (5%) of Grantee's gross receipts derived from the sale of gas to customers within the City; provided that Grantee shall not be required to make payment on any revenues received from customers served at less than the maximum rate authorized by the Public Service Commission of the State of Missouri. So long as Grantee shall be required by any regulatory authority having jurisdiction, to separately state the gross receipts tax increment on its charges for natural gas services rendered under the franchise hereby granted, the term "gross receipts" as used herein shall include the separately stated gross receipts tax increment. Grantee's gross receipts tax is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such period. The Grantee and the City agree that with a period of sixty (60) days notice, City shall have the right to adjust the gross receipts tax rates, subject to all applicable legal requirements.

SECTION 6. The Mayor of the City of North Kansas City, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest to the signature of the Mayor on said true copy., and to deliver said properly executed copy to The Kansas Power and Light Company. The Kansas Power and Light Company shall thereupon execute and deliver its acceptance of said granted franchise to the City Clerk.

SECTION 7. This Ordinance shall take effect and be in full force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

PASSED this 24th day of August, 1993

Elizabeth Short
Mayor

Attest:

Virginia Vias

APPROVED this 24th day of August, 1993

Elizabeth Short
Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

City Counselor

This Acceptance of Ordinance received and filed this sixth day of October, 19 93

Virginia Olair
City Clerk

City of North Kansas City, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

s/be
← 6343

KNOW ALL MEN BY THESE PRESENTS, That Western Resources, Inc., a corporation organized and existing under the laws of the State of Kansas and Grantee named in Ordinance No. 4544 of the Ordinance of the City of North Kansas City, Missouri, the same being entitled:

> "AN ORDINANCE granting to Western Resources, Inc., a Kansas corporation (doing business as Gas Service), operating a gas distribution system in the City of North Kansas City Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Western Resources, Inc., has caused this instrument to be signed by is President and Chief Operating Officer and attested by its Assistant Secretary this 11 day of October, 19 93.

THE WESTERN RESOURCES, INC.

BY William L. Johnson
William L. Johnson
President and Chief
Operating Officer
Gas Service

ATTEST:

Stacy F. Kramer
Stacy F. Kramer
Assistant Secretary

STATE OF Kansas)
) ss
COUNTY OF Shawnee)

BE IT REMEMBERED, That on this 15th day of October, 19 93, ~~before me, the undersigned~~, a Notary Public, came William L. Johnson, President and Chief Operating Officer, and Stacy F. Kramer, Assistant Secretary, of Western Resources, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Patti Beasley
Notary Public

NOTARY PUBLIC - State of Kansas
PATTI BEASLEY
My Appt. Exp. 11-18-96

Bill No. 335 Ordinance No. 335

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF NORTHMOOR, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NORTHMOOR, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Northmoor, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Northmoor now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 4 DAY OF January, ~~1999~~ 2000.

Harlan Shaw Jr
MAYOR

ATTEST:

Beverly Baker
CITY CLERK

APPROVED THIS 4 DAY OF January, ~~1999~~ 2000.

Harlan Shaw Jr
MAYOR

This Acceptance of Ordinance received
and filed this 4 day of
January, ~~1999.~~ 2000

Beverly Baker
City Clerk

City of Northmoor, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 335 of the Ordinance of the City of Northmoor, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Northmoor, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 24th day of January, ~~1999.~~ 2000

MISSOURI GAS ENERGY, a division of
Southern Union Company

ok RJH 1/20/00

ATTEST:

BY Steven W. Cattron
Steven W. Cattron
President

Robert J. Hack
Robert J. Hack
Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 24th day of January, ~~1999~~ 2000, before me, the undersigned, a Notary Public, came Steven W. Cattron, President, and Robert J. Hack, Assistant Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

_____

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 03-35 Ordinance No. 1414

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF OAK GROVE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OAK GROVE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 16, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Oak Grove, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Oak Grove now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 6th DAY OF October, 2003.

Jim Dent
Mayor

ATTEST:

Cathy Smith
CITY CLERK

APPROVED THIS 6th DAY OF October, 2003.

Jim Dent
Mayor

This Acceptance of Ordinance received
and filed this 1st day of
April, ~~2003~~. 2004

Cathy Smith
City Clerk

City of Oak Grove, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1414 of the Ordinances of the City of Oak Grove, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Oak Grove, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 31st day of MARCH, 2004.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Ogleby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH
3/29/04

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 31st day of MARCH, 2004, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No._____ Ordinance No. _____

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF OAKS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAKS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 30, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Oaks, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Oaks now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 30 DAY OF NOV, 20 06.

Betsy A. Roseth
Chairman of the Board of Trustees

ATTEST:

_____
VILLAGE CLERK

APPROVED THIS _____ DAY OF _____, 20_____.

Betsy A. Roseth
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 7th day of
March, 20 07.

Susan P Nielsen
City Clerk

Village of Oaks, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. _____ of the Ordinances of the Village of Oaks, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Oaks, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 20 07.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

VILLAGE OF OAKS
CLAY COUNTY, MISSOURI

VILLAGE CLERK
Mary Menard
3724 NE 72nd Ter
Gladstone, MO 64119
(816) 436-8078

October 8, 2018
Minutes

Monthly meeting called to order by Peter Nielsen at 7:01 pm.

Board members present: Peter Nielsen, Ronda Jones & Jon Cates
Monique Leonard and Mary Menard (new Village Clerk) present.

Clerk read the minutes of the September 10, 2018 meeting. Ronda made motion to approve as amended, 2nd by Terry. Motion carried.

FINANCIALS
Reviewed the monthly financial statement. Jon made motion to pay the bills, 2nd by Ronda. Motion carried.

OLD BUSINESS
ERP update – Ryan Hicks could not make meeting. Tabled for next meeting.

400 NE Englewood – Letter for Chris Williams reviewed. The Village has contacted him several times and property is falling apart. Ronda read the letter. Owner will have 10 days to respond from receipt of letter. The board reviewed reimbursement if the Village made the repairs whereby the County would add an assessment/lien to the tax bill.

Ronda discussed that the new attorney wants her to look at Kansas City Ordinance 56 to see if the City wished to update to what is called the International Municipal Code which most municipalities use now and is tighter than our codes. To be discussed at a later meeting.

Reviewed the Clay County Cooperative Agreement template for future use of their certified building inspector. Terry will ask them if this is to enforce Clay County ordinances, or Village ordinances. Also, the indemnification language is unfavorable to the Village. Terry will get clarification and confirm that "land use planning" services would be used for blighted property inspection and enforcement. To be discussed when Terry gets back.

2019 Tax Rate – Clerk said that we have the new certification, the new tax rate and she made a new folder called 2018 Tax Rate with this information. County collector has everything they need.

500 Englewood Rd – Will send another letter confirming that they need to keep the east side of their property clear so people can see oncoming cars

Ditch along west side of NE Poplar Dr, south of Barnes – We will table until there is at least four Board members. It is a significant amount of money.

Tax exemption letter – Both Monique and Mary will check into this and complete this to save sales tax on future purchases. Peter will buy pothole filler when letter is received.

The new checks came in and they were expensive and we only got one book. Need check for Scott for $90.00.

NEW BUSINESS

Monique explained that she needed to hand over her duties to Mary Menard. Monique will continue to help Mary. Monique is going to setup a Google calendar which will help everyone stay on top of things such as the election.

Ronda made a motion to hire Mary Menard as the new Village Clerk. Motion seconded by Jon and carried.

Ronda made a motion to pay to transfer the bond to the new clerk ($126). Motion seconded by Jon and carried.

The new clerk will need to change all the mailing addresses and meet Peter and Scott at the bank to get on the bank account to sign checks.

Ronda asked about the MOPERM insurance. Either Monique or Mary will check on this. MOPERM was paid last December.

Peter saw someone putting in fiber along North Oak (UPN). Peter stopped and explained that they did not have permission form the Village. We will probably not approve this as there is no benefit to the Village. We have no ordinance that would allow us to collect any fees for a service not benefiting the citizens of the Village. Peter will contact them and let them know that if they can legitimately pay us, according to Missouri ordinance, they can move forward otherwise they'll have to find a different path. It's for dark fiber for North Kansas City Hospital.

For Missouri Sunshine Law, we need to mail a copy to the clerk email account as a place to save the correspondence, even if we're mailing to each other or to our attorney. Peter mentioned that for Microsoft Money that we need to do a backup and sync. This will keep things straight as we won't have to upload documents.

Sprint is billing for the Village of Oaks "city" tax. Peter opened a ticket with them to find out who we contact for the Village to get their franchise fees. Peter is hoping that we have someone with Verizon and T-Mobile who might be able to check on this. Jon is going to look at his Verizon bill to see the taxes and look for a city tax. This could add up over a period of time. Monique suggested having Mary contact the State of Missouri and see if they have undistributed funds for the Village of Oaks.

We got a notice from the Village of Oakwood that they no longer feel the law be paying for road maintenance on Barnes Ave is valid. We will reply that their residents use the road therefore they are responsible to share the costs. While we own the road, they also use the road. There may be an easement ordinance. Monique recommended talking to the attorney regarding this issue. Ronda will ask for an estimate to consider this project from the attorney.

Monique sent their clerk a bill for $780 for the cooperative storm grate box project located at Barnes Street and Valley Road.

Meeting adjourned 8:06 pm

Respectfully submitted,
Mary Menard, Village Clerk

Bill No. 623 Ordinance No. 2003-8

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF OAKVIEW, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAKVIEW, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from December 5, 1999, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Oakview, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Oakview now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 8th DAY OF April, 2003.

Chairman of the Board of Trustees

ATTEST:

VILLAGE CLERK

APPROVED THIS 8th DAY OF April, 2003.

Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 13th day of
May, 2003.

Monica Fullerton
Village Clerk

Village of Oakview, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2003-8 of the Ordinances of the Village of Oakview, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Oakview, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 7th day of May, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

OK
RJH
5/6/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 7th day of May, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 153

Ordinance No. 153 A

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF OAKWOOD, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAKWOOD, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of Five (5) years from January 2, 2011, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Oakwood, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same calibrated and in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times indemnify, defend and hold harmless the Village from any and all claims or damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof to the extent caused by the Company's negligent acts, errors or omissions; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and

shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; except in the case of an emergency situation, shall notify the Village a minimum of two (2) days prior the commencement of any work to be conducted on any Village highway, road or public place; shall notify the Village as soon as the Company becomes aware of an emergency situation attributed to the Company's system; shall work on the Company's system only within valid easements granted by the respective property owner or Village for such purpose, or pursuant to other legal right, or as herein provided; shall refill all excavations and replace all pavements with like or better material and leave same in as good or better condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same within the time allotted herein; shall design, repair and maintain Company's system in compliance with all applicable local and national laws, codes and standards.

Section 4. Company shall not later than February, May, August and November 1 respectively of each year, provide a written report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the three (3) month period ending at the last meter reading preceding December 31, March 31, June 30 and September 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. Company's cooperation with Franchise Administrator. The Company agrees:

(A) Access to records. To grant the Franchise Administrator (defined as the Chairman of the Village Board of Trustees, or his/her designee) reasonable access to the books and financial and technical records of the Company, insofar as they relate to any matters covered by this Franchise, including but not limited to contracts and documents relating directly or indirectly to the volumes and revenues of gas transported and/or sold by the Company to customers located within the Village. The Company shall keep its books and records in accordance with such relevant standards as may from time to time be prescribed by the Public Service Commission or other regulatory body.

(B) Access to reports. To provide, upon the Village's request, available reports containing or based on information available from the Company's books and records, and to grant the Franchise Administrator reasonable access to such reports. Such reports shall include, but are not limited to, the following types of reports:

(1) Company's real property. A list of all real property and leasehold interests in real property owned by the Company within the municipal boundaries of the Village. Upon request by

the Village, such list shall include the legal description and land area of each listed property and shall be accompanied by a map showing the location of each listed property;

(2) Capital improvement plans. Short-term (three years or less) and long-term (over three years) plans for all capital improvements, construction, and excavation within the Village or affecting service to the Village and its residents; and

(3) Map of facilities. A map indicating the location of the Company's gas distribution facilities within and contiguous to the Village.

(4) Proprietary reports. The Company may identify any or all such reports, as appropriate, as proprietary documents not subject to public disclosure under the Missouri Sunshine laws and regulations. The Village will promptly inform the Company of any third-party request for Company documents in the possession of the Village. The Company shall intervene in support of the Village in any action seeking disclosure of such reports if the Company claims the documents are not subject to disclosure.

Section 6. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 5th DAY OF March, 2012.

CHAIRMAN, BOARD OF TRUSTEES

ATTEST:
Pamela S. Wormsley
VILLAGE CLERK

APPROVED THIS 5th DAY OF March, 2012.

CHAIRMAN, BOARD OF TRUSTEES

This Acceptance of Ordinance received
and filed this 30th day of
April, 2012.

Pamela S. Wormsley
Village Clerk

Village of Oakwood, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 153A of the Ordinances of the Village of Oakwood, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Oakwood, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 15th day of April, 2012.

MISSOURI GAS ENERGY, a division of
Southern Union Company

ATTEST:

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

Jenny Wockenfuss
JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of APRIL, 2012, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 22, 2015

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 22, 2015
Commission Number: 11424654

Bill No._____ Ordinance No. 88

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF OAKWOOD PARK, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAKWOOD PARK, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from March 16, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Oakwood Park, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Oakwood Park now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 27th DAY OF MARCH, 2006.

Robert J. Leslie
Chairman of the Board of Trustees

ATTEST:

Jeffrey A. Kepple
VILLAGE CLERK

APPROVED THIS 27th DAY OF MARCH, 2006.

Robert J. Leslie
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 17TH day of
JULY, 2006.

Judy Kepple
Village Clerk

Village of Oakwood Park, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 88 of the Ordinances of the Village of Oakwood Park, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Oakwood Park, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Corporate Secretary this 10th day of JULY, 2006.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Herman A. Loepp
Assistant Corporate Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 10th day of JULY, 2006, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer, and Herman A. Loepp, Assistant Corporate Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

COPY

BILL NO. 2001-12 ORDINANCE NO. 2445

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF ODESSA, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS, TO WIT:

SECTION 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, a renewal of the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Odessa, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Odessa now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

SECTION 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter by prescribed or approved.

SECTION 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to

the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

SECTION 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 26th day of March, 2001.

Tom Murry
Mayor and Ex-Officio President
of the Board of Aldermen of the
City of Odessa, Missouri

(SEAL)

ATTEST:

Margaret Howerton
City Clerk

APPROVED THIS 26TH DAY OF MARCH, 2001.

Tom Murry
Mayor and Ex-Officio President
of the Board of Aldermen of the
City of Odessa, Missouri

ATTEST:

Margaret Howerton
City Clerk

BILL NO. 2001-21 ORDINANCE NO. 2454

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI AMENDING THE PROVISIONS OF ORDINANCE 2445 OF THE CITY OF ODESSA.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS, TO WIT:

SECTION 1 Section 4 of Ordinance Number 2445 is hereby amended to provide as follows:

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 11th day of June, 2001.

Tom Murry

Tom Murry
Mayor and Ex-Officio President
of the Board of Aldermen of the
City of Odessa, Missouri

(SEAL)

ATTEST:

Margaret Howerton

Margaret Howerton
City Clerk

APPROVED THIS 11th DAY OF June, 2001.

Tom Murry
Mayor and Ex-Officio President
of the Board of Aldermen of the
City of Odessa, Missouri

ATTEST:

Margaret Howerton
City Clerk

This Acceptance of Ordinance received
and filed this 16th day of
August, 2002.

Margaret Howerton
City Clerk

City of Odessa, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and named in Ordinance No. 2454 of the Ordinances of the City of Odessa, Missouri, Missouri, the same being entitled:

"AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI AMENDING THE PROVISIONS OF ORDINANCE 2445 OF THE CITY OF ODESSA."

hereby accepts the terms and conditions of said Amendment.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 30th day of July, 2002.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of AUGUST, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. _____ Ordinance No. 258

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF OSBORN, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 10, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Osborn, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Osborn now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 11th DAY OF October, 2006.

Bill Hamam
Mayor

ATTEST:

Christi Smith
CITY CLERK

APPROVED THIS 11th DAY OF October, 2006.

Bill Hamam
Mayor

This Acceptance of Ordinance received
and filed this 28th day of
February, 2007.

Christin Smith
City Clerk

City of Osborn, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 258 of the Ordinances of the City of Osborn, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Osborn, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 2007.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

BILL NO. 1677 ORDINANCE NO. 00-043

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF OZARK, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY, EXTENDING AN OCCUPATION AND LICENSE TAX, AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OZARK, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Ozark, Missouri, herein called Ozark, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying, distributing and transporting natural gas for all purposes to the inhabitants of Ozark and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of Ozark now in existence or hereafter lawfully enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon Ozark's streets, alleys, bridges or other public places at no expense to Ozark when reasonably requested to do so by Ozark for a public purpose. Such requests made by Ozark shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by Ozark; shall at all times save Ozark harmless from any and all damages which Ozark may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refilla all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of Ozark, if so desired; and shall repay Ozark all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by Ozark after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1, May 1, August 1 and November 1 respectively of each year, make a report to the governing board of Ozark of its gross receipts from the sale, distribution and transportation of natural gas for domestic and commercial purposes within the corporate limits of Ozark for the three (3) month period ending at the last meter reading preceding December 31, March 31, June 30 and September 30 respectively; and at the time of making such reports, pay into the Ozark treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Domestic and commercial sales, distribution and transportation shall be considered as sales, distribution and transportation performed other than on special contracts providing for stand-by fuel and interruption of service at any time demands of domestic and commercial customers may so require. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 18th DAY OF September, 2020.

Roger D. Fortner, Mayor

ATTEST:

Lana Calley, City Clerk

APPROVED THIS 18th DAY OF September, 2000.

Roger D. Fortner, Mayor

This Acceptance of Ordinance received and filed this 18th day of September, 2000.

Lana Calley, City Clerk

City of Ozark, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 00-043 of the Ordinance of the City of Ozark, Missouri, the same being entitled:

"AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Ozark, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

Hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 10th day of NOVEMBER, 2000.

MISSOURI GAS ENERGY, a division of Southern Union Company

BY

Steven W. Cattron, President

ATTEST:

Robert J. Hack, Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 10th day of NOVEMBER, 2000, before me, the undersigned, a Notary Public, came Steven W. Cattron, President, and Robert J. Hack, Assistant Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission expires:

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 1972 Ordinance No. 1957

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PARKVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Parkville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Parkville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 19th DAY OF June, 2001.

MAYOR

ATTEST:

Barbara J. Lance

CITY CLERK

APPROVED THIS 19th DAY OF June, 2001.

MAYOR

I certify this to be a true copy of Ord. 1957 as passed by the Board of Aldermen on June 19, 2001. This ordinance was posted for public review on May 8, 2001.

Barbara J. Lance

Barbara J. Lance, City Clerk - Nov. 15, 2002

This Acceptance of Ordinance received and filed this 17th day of December, 2002.

Barbara Lance
City Clerk

City of Parkville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1957 of the Ordinances of the City of Parkville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Parkville, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 9th day of December, 2002.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

12/9/02

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of December, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 2006-02 Ordinance No. 012406

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PECULIAR, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges ~~and franchise for a period of twenty (20) years from February 15, 2006~~, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Peculiar, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Peculiar now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantages in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavation and replace all pavements with like material and leave same in as good condition as when altered or removed, shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term thereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

Section 6. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 1, 2001, which franchise shall be reviewed and considered for approval every five (5) years within the twenty (20) year period.

PASSED THIS 24th DAY OF January, 2006.

George G. Lewis

George G. Lewis, Mayor

ATTEST:

CITY OF PECULIAR CORPORATE SEAL MISSOURI

Nora Dodge

Nora Dodge, City Clerk

APPROVED THIS 24th DAY OF January, 2006.

George G. Lewis

George G. Lewis, Mayor

This Acceptance of Ordinance received and filed this 21st day of February, 2006.

City Clerk

City of Peculiar, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 012406 of the Ordinances of the City of Peculiar, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Peculiar, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Corporate Secretary this 10th day of February, 2006.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By

Robert J. Hack
Chief Operating Officer

OK hl
2-9-06

ATTEST:

Herman A. Loepp
Assistant Corporate Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 10th day of February, 2006, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer, and Herman A. Loepp, Assistant Corporate Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 05-4 Ordinance No. 05-4

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PIERCE CITY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY, IMPOSING AN OCCUPATION AND LICENSE TAX, AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PIERCE CITY, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 25, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Pierce City, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Pierce City now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys

or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 8 DAY OF AUGUST, 2005.

Mayor

ATTEST:

Julie Johnson

CITY CLERK

APPROVED THIS 8th DAY OF August, 2005.

Mayor

This Acceptance of Ordinance received
and filed this 2nd day of
September, 2005.

Julie Johnson
City Clerk

City of Pierce City, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 05-4 of the Ordinances of the City of Pierce City, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Pierce City, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 29th day of AUGUST, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 29th day of AUGUST, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. _____ Ordinance No. 14

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PILOT GROVE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PILOT GROVE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from April 11, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Pilot Grove, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Pilot Grove now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 4th DAY OF April, 2005.

Robert Kraus
Mayor

ATTEST:

Catherine M. Lammers
CITY CLERK

APPROVED THIS 4th DAY OF April, 2005.

Robert Kraus
Mayor

This Acceptance of Ordinance received
and filed this 5th day of
May, 2005.

Catherine M. Lammers
City Clerk

City of Pilot Grove, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 14 of the Ordinances of the City of Pilot Grove, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Pilot Grove, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 28th day of April, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH
4/11/05

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 28th day of April, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 05-04 Ordinance No. 05-04

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PINEVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PINEVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from April 4, 2004, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Pineville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Pineville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to four (4%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 13th DAY OF June, 2005.

Janis Melton
Mayor

ATTEST:

Tammy J. Moore
CITY CLERK

APPROVED THIS 13 DAY OF June, 2005.

Janis Melton
Mayor

This Acceptance of Ordinance received
and filed this 19 day of
August, 2005.

Tammy J. Moore
City Clerk

City of Pineville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 05-04 of the Ordinances of the City of Pineville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Pineville, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of AUGUST, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Ogiesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of August, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. _____ Ordinance No. 795

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PLATTE WOODS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PLATTE WOODS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 30, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Platte Woods, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Platte Woods now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 11 DAY OF OCT, 2006.

John C Smedley
Mayor

ATTEST:
Angela Spotalori
CITY CLERK

APPROVED THIS 12 DAY OF OCT, 2006.

John C Smedley
Mayor

This Acceptance of Ordinance received
and filed this 23 day of
March, 2006.7.

Angela Spatalari
City Clerk

City of Platte Woods, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 795 of the Ordinances of the City of Platte Woods, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Platte Woods, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 2006.7.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No.08-03

ORDINANCE NO.1648

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PLEASANT HILL, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PLEASANT HILL, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 28, 2008, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Pleasant Hill, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Pleasant Hill now in existence of hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises,

and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one(1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%)percent of said gross receipts subsequent

to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees)for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 28th DAY OF January, 2008.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 28th DAY OF January, 2008.

Mayor

I certify this is a true and exact copy of the original document.

Nicole B. Wilson
Deputy City Clerk

12-13-08
Date

This Acceptance of Ordinance received
and filed this 27th day of
February, 2008.

Sandi Beatty
City Clerk

City of Pleasant Hill, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1648 of the Ordinances of the City of Pleasant Hill, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Pleasant Hill, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 15th day of Feb., 2008.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss

Printed Name JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 15TH day of FEBRUARY, 2008, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Joseph L. Stokely

Notary Public

Joseph L Stokely - Notary Public
Notary Seal for State of
Missouri - Jackson County
My Commission Expires 3/14/2008

My Commission Expires:

_____

Bill No. 2775 Ordinance No. 2774

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PLEASANT VALLEY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PLEASANT VALLEY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from May 5, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Pleasant Valley, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Pleasant Valley now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 7th DAY OF May, 2007.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 7th DAY OF May, 2007.

Mayor

This Acceptance of Ordinance received
and filed this 31st day of
May, 2007.

City Clerk

City of Pleasant Valley, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2774 of the Ordinances of the City of Pleasant Valley, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Pleasant Valley, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 31st day of MAY, 2007.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

TJS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 31st day of MAY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Ordinance No. 84 Bill 85

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF PRATHERSVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PRATHERSVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from May 1, 1999, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Prathersville, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Prathersville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to

enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February, May, August and November 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the three (3) month period ending at the last meter reading preceding December 31, March 31, June 30 and September 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 2nd DAY OF July, 2002.

Chairman of the Board of Trustees

ATTEST:

VILLAGE CLERK

APPROVED THIS 2nd DAY OF July, 2002.

Chairman of the Board of Trustees

This Acceptance of Ordinance received and filed this 30th day of August, 2002.

Flossie Walters
Village Clerk

Village of Prathersville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 84 of the Ordinances of the Village of Prathersville, Missouri, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Prathersville, Missouri, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 19th day of July, 2002.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of JULY, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

ORDINANCE NO. 6

AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Purcell, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PURCELL, MISSOURI:

SECTION 1. That there is hereby granted to Southern Union Company, a corporation operating a gas distribution system in the City of Purcell, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of gas to consumers shall be governed by the present operating rules, regulations and customers of Grantee and such rules and regulations as may hereafter be prescribed or approved.

SECTION 3. All mains, pipes and services which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in substantially as good condition as before said work was commenced.

SECTION 4. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City, alter, reset, or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 5. Grantee shall not later than February 1 and August 1 respectively of each year make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) months' period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the company. So long as Grantee shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment on its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 6. That Ordinance No. 523E is hereby repealed.

SECTION 7. The Mayor of Purcell, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy, and to deliver said properly executed copy to Southern Union Company, shall thereupon execute and deliver its acceptance of said granted franchise to City Clerk.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

Passed this 24th day of April, 1995.

Mayor

ATTEST:

Dorothy Haddock
City Clerk

Approved this 24th day of May, 1995

Mayor

c:\winword\purcell2.frc

This Acceptance of Ordinance received and filed this 24th day of May, 1995

Dorothy Haddock
City Clerk

City of Purcell, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

KNOW ALL MEN BY THESE PRESENTS, that Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware, the Grantee named in Ordinance No. 6 of the Ordinance of the City of Purcell, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Purcell, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Secretary this 2nd day of June, 1995.

MISSOURI GAS ENERGY, a division of Southern Union Company

By _____
Eugene N. Dubay
Executive Vice President and
Chief Operating Officer

ATTEST:

Brad Ziegler
Brad Ziegler
Assistant Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 2nd day of June, 1995, before me, the undersigned a Notary Public, came Eugene N. Dubay, Executive Vice President and Chief Operating Officer, and Brad Ziegler, Assistant Secretary of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Brenda L. Vogt
Notary Public

BRENDA L. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: April 3, 1999

Bill No. _____ Ordinance No. 03 - 001

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF PURDY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PURDY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 11, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Purdy, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Purdy now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to four (4%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 19th DAY OF May, 2003.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 19th DAY OF May, 2003.

Mayor

Alderman Lauren Burnett Votes yes

Alderman John Dodson Votes yes

Alderman Ron Ott Votes YES

Alderman Steve Hooker Votes YES

This Acceptance of Ordinance received
and filed this 18th day of
June, 2003.

City Clerk

City of Purdy, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 03-001 of the Ordinances of the City of Purdy, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Purdy, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of JUNE, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of JUNE, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

MGE MISSOURI GAS ENERGY
3420 Broadway • Kansas City, MO • 64111-2404 • (816) 756-5261

August 18, 1995

The Honorable Mayor Dorthea Martin
City of Randolf
605 Cherry Route 13
Kansas City, MO 64161

Dear Mayor Martin:

As you and I have discussed on the phone this week, Missouri Gas Energy has recently renewed its franchise agreement with the city of Randolf by passage and acceptance of Ordinance No. 124. When the draft of the new Ordinance was prepared, we inadvertently changed the language in Section 5 regarding the payment frequency of the franchise tax. The Ordinance now calls for Missouri Gas Energy to make the franchise tax payment to the city of Randolf on a monthly basis. Under the old franchise agreement Ordinance No. 49, Missouri Gas Energy paid the franchise tax to the city on a semi-annual basis.

As agreed, it is easier for both Missouri Gas Energy and the city of Randolf to process the franchise tax payments on a semi-annual basis rather than a monthly basis.

Please indicate your authorization for Missouri Gas Energy to continue paying its franchise tax payments to the city of Randolf on a semi-annual basis rather than a monthly basis by signing one copy of this letter and returning to me at the above address. The other copy will be for your files. Thank you for your assistance in this matter.

Sincerely

Ray Carter

Ray Carter
Tax Supervisor

The city of Randolph hereby authorizes Missouri Gas Energy to continue paying its franchise tax on a semi-annual basis.

Mayor Dorthea Martin

Signed

ORDINANCE NO. 124

AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Randolph, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RANDOLPH, MISSOURI:

SECTION 1. That there is hereby granted to Southern Union Company, a corporation operating a gas distribution system in the City of Randolph, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of gas to consumers shall be governed by the present operating rules, regulations and customers of Grantee and such rules and regulations as may hereafter be prescribed or approved.

SECTION 3. All mains, pipes and services which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in substantially as good condition as before said work was commenced.

SECTION 4. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City, alter, reset, or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 5. Grantee shall not later than the last day of each calendar month in each year during the term hereof, make a report to the governing board of the city of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the prior calendar month; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the company. So long as Grantee shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment on its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 6. That Ordinance No. 49 is hereby repealed.

SECTION 7. The Mayor of Randolph, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy, and to deliver said properly executed copy to Southern Union Company, shall thereupon execute and deliver its acceptance of said granted franchise to City Clerk.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

Passed this 10 day of April, 1995.

Dorothea V Martin
Mayor

ATTEST:

Mary E. Eifler
City Clerk

Approved this 10 day of April, 1995

Dorothea V Martin
Mayor

This Acceptance of Ordinance received and filed this 7th day of June, 1995

Mary L. Smith
City Clerk

City of Randolph, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF Missouri)
) ss.
COUNTY OF Clay)

KNOW ALL MEN BY THESE PRESENTS, that Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware, the Grantee named in Ordinance No. 124 of the Ordinance of the City of Randolph, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Randolph, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Secretary this 9th day of June, 1995.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
Eugene N. Dubay
Executive Vice President and
Chief Operating Officer

ATTEST:

Brad Ziegler
Brad Ziegler
Assistant Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 9th day of June, 19 95, before me, the undersigned a Notary Public, came Eugene N. Dubay, Executive Vice President and Chief Operating Officer, and Brad Ziegler, Assistant Secretary of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Brenda L Vogt
Notary Public

BRENDA L. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: April 3, 1999

BILL 1839 **ORDINANCE 25048**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF RAYMORE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO."

WHEREAS, by Ordinance 032883, the City of Raymore granted a franchise to the Gas Service Company to supply natural gas to the residents of Raymore for a period of twenty (20) years; and

WHEREAS, Missouri Gas Energy has been the successor under that franchise since 1994; and

WHEREAS, Article 12 of the Raymore Charter provides for and further regulates the granting of franchises; and

WHEREAS, said franchise has expired, and Missouri Gas Energy has requested a new franchise authorizing it to continue to provide natural gas service to Raymore, Missouri and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

S/be
032883

Section 1. Repeal of Existing Franchise.

That by agreement of the City and Missouri Gas Energy, Ordinance 032383 is repealed.

Section 2. Grant of Non-Exclusive Franchise.

That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and non-exclusive franchise, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Raymore, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and non-exclusive franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Raymore now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to

remove, relocate or adjust any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when requested to do so by the City for a public purpose and accepted by the City as reasonable.

Section 3. Term.

The rights and privileges granted by this agreement shall remain in effect for a period of ten (10) years from the effective date of this agreement and continuing thereafter until terminated by either party or replaced by a new agreement.

Section 4. Rates and Charges.

All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 5. Provision of Service.

That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of the State of Missouri, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City;

Section 6. Indemnity.

The Company shall, at all times and under all circumstances, indemnify, hold and save harmless the City from each and all lawsuits, actions, liability, damage, injury, claims, demands, judgments, losses, costs or expenses, relating to or arising out of or occasioned by reason of, either directly or indirectly, any act, or failure to act, of the Company, its officers, agents, servants and employees, contractors and subcontractors, with respect to the operations of the Company within the City and the exercise by the Company of the rights and privileges under this Franchise. If the City is sued in any court by any person, firm, association, company or corporation to recover damages for injuries to persons or property on account of the operations of the Company within the City and the exercise by the Company of the rights and privileges under this Franchise, the Company shall be made a party to and defend all such suits and pay the final

judgments, if any, resulting there from. The City shall, at all times and under all circumstances, hold and save harmless the Company from any lawsuits, actions, liability, damage, injury, claims, demands, judgments, losses, costs or expenses, relating to or arising out of or occasioned by reason of, either directly or indirectly, any negligent act, error, or omission, or intentional act of the City, its employees or agents in the public streets, highways or public property of the City.

Section 7. Insurance.

(A) Insurance required for Company and City. The Company shall be insured by a company acceptable to the City to cover and protect the Company and the City, as an additional insured, from and against all claims, demands, actions, lawsuits, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of loss, injury or damage to the City, its property or employees or to other persons or their property, in the minimum amounts of: (1) two million dollars for property damage for any one claimant; (2) two million dollars for property damage in any one accident; (3) two million dollars for personal bodily injury or death to any one person or individual; and (4) two million dollars for personal bodily injury or death in any one accident. Should the General Assembly or the courts of the State of Missouri modify the rule of sovereign immunity as it exists on January 1, 1998, by increasing the potential liability of the City beyond these amounts, upon notice from the City, the Company shall provide liability insurance which will meet or exceed those new amounts.

(B) Annual certificate of insurance. The Company shall annually submit a certificate of insurance to the City confirming that a policy is in effect, which policy shall be renewed on its anniversary throughout the term of this Franchise. The policy shall contain a separate endorsement requiring the insurance company to notify the City in writing of any change in, or cancellation of, the policy at least thirty days prior to any change or cancellation.

Section 8. Violations.

(A) Upon discovery of a violation of this Franchise, the City shall first notify Company of the violation in writing, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of the Company to pay any sum or other amount due the City under this Franchise, and thirty (30) days in all other cases. If Company fails to correct the violation within the time prescribed or if Company fails to commence diligent corrective action within the time prescribed, the Company shall then be given a written notice of not less than twenty (20) days of a public hearing to be held before the Council which hearing shall be held in a manner affording the Company due process. Said notice shall specify the violations alleged to have occurred. At the public hearing, the Council shall hear and consider all relevant evidence, and thereafter render written findings and its decision on the record. In the event the Council

finds that Company has corrected the violation or has commenced diligent corrective action of the violation, or if the Council finds that no material violation has occurred, the proceedings shall terminate and no penalty or other sanction shall be imposed. In determining whether a violation is material, the City shall consider the reliability of the evidence of the violation, the nature of the violation and the damage, if any, caused thereby, the Company's history of past similar violations, any justifying or mitigating circumstances and such other matters as the Council deems appropriate.

(B) In the event the Council finds that a material violation exists and that Company has not corrected the same in a satisfactory manner or has not commenced diligent corrective action of the violation, the Council may impose penalties, of up to Five Hundred Dollars ($500) per day, per incident. If the City elects to assess penalties, then such election shall constitute the City's exclusive remedy for a period of thirty (30) days. Thereafter, if Company remains in non-compliance with the requirement of this Franchise, the City may pursue other available remedies. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed. The collection by the City of any damages, monies or penalties shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, be deemed a waiver of any right of City pursuant to this Franchise. In executing this Franchise, the Company specifically reserves all rights to challenge – by judicial review, mediation or otherwise – any action taken hereunder.

Section 9. Transfer of Rights.

The Company shall not, without prior approval by the City in writing which shall not be unreasonably withheld or delayed, sell, assign, transfer, or convey in any manner this Franchise or any rights or privileges granted hereunder to another entity. This franchise shall be binding on the successors and assigns of the Company subject to the approval set forth above, except that this franchise shall terminate if a sale, transfer, or assignment, as described, is not approved by the City. In the event of a sale, assignment, transfer, or conveyance of substantially all of the Company's Missouri assets which transaction is subject to, and has received, the approval of the Missouri Public Service Commission, the sale, assignment, transfer, or conveyance of this Franchise to the same entity or entities to which the assets have been sold, assigned, transferred or conveyed shall be presumed to be approved by the City unless the City notifies the new owner(s) of the assets that such approval is being revoked within ninety (90) days of the transaction's approval by the Missouri Public Service Commission, in which event this Franchise shall terminate.

Section 10. Independent Contractors.

The Company shall inform its independent contractors and sub-contractors of their obligation to follow all applicable laws, including, but not limited to permitting

requirements, ROW management regulations and occupation licensing requirements. Upon request, the Company shall cooperate with the City by providing it the names and addresses of contractors and sub-contractors utilized in the building, upgrading, operations or maintenance of the Company's facilities within the City.

Section 11. Construction, Maintenance, Excavation and Restoration on Public Rights of Way.

(A) Permits. Whenever it becomes necessary for the Company to excavate in the Public Rights of Way in order to install, construct, repair, maintain, adjust, relocate or replace any of the Company's Facilities now located, or to be located on the Public Rights of Way, the Company shall first obtain all appropriate written permits from the City (such as excavation and traffic control permits) and pay any fees set forth in relevant City ordinances or other rules and regulations or in this Franchise. Excavation and traffic control permits issued under this Section shall state the particular parts or points of the Public Rights of Way where excavations are made or to be made, and the length of time within which the Company shall be required to complete its work.

(B) Placement of facilities. All future Company Facilities shall be set so that, at the time such Facilities are installed, they will not interfere with any existing water mains or sewer mains or City telecommunication facilities, parks, trees and other landscape plantings, or any other municipal use of the Public Rights of Way; provided, however, that the City may, upon written application by the Company and for good cause shown, relieve the Company on a case-by-case basis of its obligations under this sentence. Additionally, in setting its Facilities, the Company shall make a reasonable attempt not to interfere with any existing facilities of entities lawfully occupying the Public Rights of Way. All such Company Facilities shall also interfere as little as practicable with ordinary travel of the Public Rights of Way. All gas mains installed during the effectiveness of this Franchise shall be located on the same side of the roadway as the sanitary sewer main and shall be placed 4 feet behind the back of curb. The City or its designee may waive this provision.

(C) Emergency excavation. The Company may excavate in the Public Rights of Way prior to obtaining a permit therefor in emergency situations only; provided, however, that the Company shall report all such excavations to the City or its designee and apply for a permit on the next business day following commencement of each such excavation. For purposes of this Section "emergency situations" are those where the health and safety of the citizens of the City, or its environs, are in imminent danger. The Company shall hold and save the City harmless from all loss and damage by reason of such emergency excavations as more fully provided elsewhere in this Franchise.

(D) Restoration of sites. Restoration of sites shall be done in accordance with Chapter 515 Management, Use And Occupancy Of The Right-Of-Way.

(E) Scope of excavation. The Company shall not open or encumber, at any one time, any more of the Public Rights of Way than may, in the opinion of the City or its designee, be reasonably necessary to enable it to proceed with advantage in laying or repairing its Facilities nor shall it permit any such Public Right of Way so opened or encumbered by it in the installation, construction or repair of its Facilities to remain open or encumbered for a longer period of time than shall, in the opinion of the City or its designee, be reasonably necessary. In all cases where any such Public Right of Way shall be excavated or encumbered by the Company, it shall take all precautions for the protection of the public, usual in such circumstances, and as may be required by general ordinances of the City, and the Company shall be solely responsible for all damages to persons and property on account of performing the aforesaid work in the Public Rights of Way. All erosion/sediment control devices shall be repaired or replaced during the construction of any new service or main line gas main.

(F) Advance notice. In order to avoid unnecessary and costly delays and to permit the Company to complete its relocation activities, the City shall provide to the Company reasonable advance notice of the City's projects, and the Company shall prepare, complete and provide to the City the Company's design for any activity described in this Section prior to or concurrently with the completion of the design of the relevant project of the City. The Company shall complete its relocation activities no later than the time when the City's contractor begins to work on the relevant City project, unless prior mutual arrangements are made that allow the Company to work on its relocation activities concurrently with the City's contractor.

(G) Improvements in the Public Right of Way. Whenever the City shall engage in a Public Improvement project or authorize by ordinance any Public Improvement project in a Public Right of Way in, along or across which the Company shall have installed any of its Facilities, it shall be the duty of the City to provide reasonable advance notice to the Company and to provide such plans as the Company may reasonably require. The Company shall, at no expense to the City, change or relocate the appropriate part of its Facilities so as to conform to the Public Improvement project upon a request therefor, from the City or its designee, to do so for a public purpose. It shall be the further responsibility of the Company to promptly review all Public Improvement projects submitted to it by the City or its designee for such review and to notify the City or its designee of all alterations of the Company's Facilities that will be occasioned by the proposed Public Improvement project. Upon notification by the City or its designee of the timing of the Public Improvement project, the Company shall complete the required alteration of its Facilities prior to the commencement of the project. Any damages suffered by the City, its agents or its contractors shall be handled in

accordance with Chapter 515 Management, Use And Occupancy Of The Right-Of-Way.

(H) Subordination to City's use of easements. The Company's right to use its private and public easements shall be subordinated to the City's use of the such easements, without causing delay to the City's project schedule. Nothing in this Section shall be construed to affect the Company's ability to seek compensation for moving its Facilities located in private easements.

(I) Responsible persons. Within five days after the effective date of this Franchise, the Company shall provide to the City the Title, address, phone and facsimile numbers of the person and title within the Company responsible for addressing and responding to any questions and complaints that the City may have in relation to excavation permits and traffic control permits.

(J) Coordination of projects. In performing any activities described in this Section, the Company shall coordinate with other utilities or other governmental or private entities engaged in the construction, excavation, installation, maintenance, renovation, repair, adjustment, restoration, relocation and replacement of utility facilities, so that as many of the activities are undertaken and completed as part of the same project as practicable.

Section 12. Occupation/License Tax.

Company shall, on or before the last day of each calendar month, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City, and covering the period of the calendar month next preceding (ending with the last meter reading preceding the last day of said month); and at the time of making such reports, pay into the City treasury a sum equal to the percentage of said gross receipts established by City Ordinance as the franchise/occupation tax for non-municipal utilities , which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this Franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 13. Regulation by City.

Company shall be subject to all lawful and applicable rules, regulations, policies, resolutions and ordinances, including, without limitation, any lawful ordinance relating to the City's management of the public rights-of-way or excavation therein, now or hereafter adopted or promulgated by the City in the reasonable

exercise of its police power, and is subject to all lawful and applicable laws, orders, rules, and regulations adopted by other governmental bodies now or hereafter having jurisdiction. The Company agrees to pay any lawful fees imposed by current City ordinances and those enacted from time to time during the term of the franchise. The Company further agrees to pay lawful fees imposed as a result of such ordinances being modified or amended, in whole or in part, by the City.

Section 14. Severability.

If any clause, sentence or section of this Ordinance is deemed invalid by any body having proper jurisdiction, the remaining provisions shall not be affected.

Section 15. Effective Date

If a majority of the City Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

DULY READ THE FIRST TIME THIS 28th DAY OF FEBRUARY 2005.

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS APPROVED AND ADOPTED UPON ITS SECOND READING ON THE 11th DAY OF APRIL 2005 BY THE FOLLOWING VOTE:

Councilmember Adams	Aye
Councilmember Doss	Aye
Councilmember Eldridge	Aye
Councilmember Goff	Aye
Councilmember Hubach	Aye
Councilmember Jacobson	Aye
Councilmember Van Hooser	Aye
Councilmember Waite	Aye

APPROVE:

Juan I. Alonzo, Mayor

ATTEST:

Susan Gnefkow, City Clerk

This Acceptance of Ordinance received and filed this 12th day of May, 2005.

City Clerk

City of Raymore, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 25048 of the Ordinances of the City of Raymore, Missouri, the same being entitled:

> "AN ORDINANCE of the City of Raymore, Missouri granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Raymore, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 3rd day of MAY, 2005.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of MAY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF RAYTOWN, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO

WHEREAS, the City of Raytown did on September 15, 1970 adopt Ordinance 291-70 granting to The Gas Service Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years to construct, maintain and operate in the streets, alleys, bridges and public places of the City a gas distribution system; and,

WHEREAS, the citizens of the City did on October 20, 1970 assent, ratify and approve same at a special election called for said purpose; and,

WHEREAS, The Gas Service Company did on November 20, 1970 accept said Ordinance 291-70; and,

WHEREAS, on the 1st day of October, 1990 by Ordinance 3583-90 the City of Raytown approved the renewal and extension of said rights, privileges, and franchise for an additional twenty (20) year term through October 1, 2010; and,

WHEREAS, Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation operating a gas distribution system in the City of Raytown has requested the renewal and extension of said rights, privileges, and franchise for an additional twenty (20) year term; and,

WHEREAS, Section 88.770 R.S.MO. authorizes the renewal and extension of such rights, privileges, and franchise, subject to voter approval pursuant to the provisions of Section 88.251 R.S.MO.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 18, 2010, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Raytown, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Raytown now in existence or hereafter enacted which are not inconsistent herewith.

Section 2. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Company's plant system interferes with or obstructs such public improvement project, Company shall, as soon as reasonably possible after written request from the City, alter, reset or relocate at its own expense such portions of Company's plant system located on such property for which the sole legal

basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right of way over Company's existing plant system, and thereafter requires Company to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 5. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to eight (8%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 6. Insurance

(A) Insurance required for Company and City. The Company shall be self-insured or insured by a company reasonably acceptable to the City to cover and protect the Company and the City, as an additional insured, from and against all claims, demands, actions, lawsuits, judgments, costs, expenses and liabilities which may arise or result from or by reason of loss, injury or damage to the City, its property or employees or to other persons or their property to the extent caused by any negligent act, error, or omission, or willful misconduct of the Company or its agents or employees pursuant to this Franchise or by virtue of or pursuant to an order, rule, regulation or authorization of the Commission, in the minimum amount of two million dollars per occurrence. Should the General Assembly or the courts of the State of Missouri modify the rule of sovereign immunity as it exists on January 1, 1998, by increasing the potential liability of the City beyond these amounts, upon notice from the City, the Company shall provide liability insurance which will meet or exceed those new amounts.

(B) Annual certificate of insurance. The Company shall annually submit a certificate of insurance or affidavit of self-insurance to the City confirming that a policy or program of self- insurance is in effect, which policy/program shall be renewed on its anniversary throughout the term of this franchise. The policy shall contain a separate endorsement requiring the insurance company to notify the City in writing of any cancellation of the policy at least thirty days prior to such cancellation. Similarly, Company shall notify the City in writing of any cancellation of its program of self-insurance at least thirty days prior to such cancellation.

Section 7. The Company shall not, without prior approval by the City in writing which shall not be unreasonably withheld or delayed, sell, assign, transfer, or convey in any manner this franchise or any rights or privileges granted hereunder to another entity. This franchise shall be binding on the successors and assigns of the Company subject to the approval set forth above, except that this franchise shall terminate if a sale, transfer, or assignment, as described, is not approved by the City. However, Section 8 of this franchise shall not be construed to require approval by the City in the event of a sale, assignment, transfer, or conveyance of substantially all of the Company's Missouri assets.

Section 8. All future Company facilities installed pursuant to this franchise shall be set so that, at the time such facilities are installed, they will not interfere with any existing water mains or sewer mains or City telecommunication facilities, parks, trees and other landscape plantings, or any other municipal use of the public rights of way; provided, however, that the City may, upon written application by the Company and for good cause shown, relieve the Company on a case-by-case basis of its obligations under this sentence. Additionally, in setting its facilities pursuant to this franchise, the Company shall make a reasonable attempt not to interfere with any existing facilities of entities lawfully occupying the public rights of way. All such Company facilities shall also interfere as little as practicable with ordinary travel of the public rights of way.

Section 9. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

Section 10. The franchise herein granted shall be subject to the approval or disapproval of the voters of the City if twenty-five percent (25%) of the voters of the City, as

appears from the number of voters who voted for Mayor at the last preceding municipal election, file with the City Clerk, within thirty (30) days after the passage of this Ordinance a petition calling for the submission of the question of approval or disapproval to the voters of the City at a special election or regular municipal election, all as provided in Section 88.251, R.S.MO.

Section 11. That to the extent inconsistent herewith, Ordinance 3583-90 is hereby amended and the Mayor of the City of Raytown is hereby empowered and directed to execute a true copy of this Ordinance and the City Clerk of the said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy and to deliver said properly executed copy to Missouri Gas Energy Company. Missouri Gas Energy, a division of Southern Union Company, shall within sixty (60) days from the date of the passage and approval of this Ordinance, execute and deliver its acceptance to the City Clerk.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 7th day of June, 2011.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

This Acceptance of Ordinance received and filed this 12th day of August, 2011.

Teresa M. Henry
City Clerk

City of Raytown, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 5401-11 of the Ordinances of the City of Raytown, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Raytown, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 8th day of AUGUST, 2011.

MISSOURI GAS ENERGY, a division of Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name JENNY WOCKENFUSS

TJ

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 8th day of AUGUST, 2011, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 22, 2015
Commission Number: 11424654

My Commission Expires:

Feb. 22, 2015

2014-1007

AN ORDINANCE GRANTING TO LACLEDE GAS COMPANY, A MISSOURI CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF REPUBLIC, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI.

Section 1. That there is hereby granted to Laclede Gas Company, a Missouri corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 15, 2014, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Republic, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Republic now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of

consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the City Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 13th DAY OF January, 2014.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 13th DAY OF January, 2014.

Mayor

Approved for Council Action: , City Administrator

Approved as to Form: , City Attorney

Final Passage and Vote: The vote was 8 Aye - Haralson, Pool, Mendez, Brashers, Harter, Hutcheson, Wilson and Clinkingbeard, 0 Nay. Motion carried.

This Acceptance of Ordinance received
and filed this 28th day of
February, 2014.

City Clerk

City of Republic, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Laclede Gas Company, a corporation organized and existing under the laws of the State of Missouri and Grantee named in Ordinance No. 13-45 of the Ordinances of the City of Republic, Missouri, the same being entitled:

> "AN ORDINANCE granting to Laclede Gas Company, a Missouri corporation, operating a gas distribution system in the City of Republic, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Laclede Gas Company, has caused this instrument to be signed by its Field Operations Vice President and attested this 17th day of February, 2014.

LACLEDE GAS COMPANY

By

Steven K. Holcomb
Field Operations Vice President

ATTEST:

Printed Name Kim W. Herzi

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 17th day of February, 2014, before me, the undersigned, a Notary Public, came Steven K. Holcomb, Field Operations Vice President of Laclede Gas Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Linda L. Lane
Notary Public

My Commission Expires:

May 19, 2014

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LINDA L LANE
My Commission Expires
May 19, 2014
Clay County
Commission #10418000

Bill No. 2013-094 Ordinance No. 1273

AN ORDINANCE GRANTING TO LACLEDE GAS COMPANY, MISSOURI GAS ENERGY DIVISION, A MISSOURI CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF RIVERSIDE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI.

Section 1. That there is hereby granted to Laclede Gas Company, Missouri Gas Energy division, a Missouri Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Riverside, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all

excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or unreasonable refusal of Company to perform same in a reasonable time.

Section 4. All mains, pipes and services which shall be laid or installed under this franchise shall be so located and laid as to not obstruct or interfere with any water pipes, drains, sewers, or other structures already installed; and Company shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley, or public thoroughfare, it shall at its own expense and in a manner reasonably satisfactory to the duly authorized representative of the City, replace such pavement or surface in the manner provided by ordinance.

Section 5. Company shall, not later the last day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale or transportation of natural gas within the corporate limits of said City for the one month period preceding that on which the report is due; and at the time of making such reports, shall pay into the City treasury a sum equal to fifteen percent (15%) of gross receipts of the Company derived from the transportation of natural gas to customers within the City and a sum equal to five (5%) percent of the Company's gross receipts derived from the sale of natural gas to customers within the City; subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 6. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 7th DAY OF Jan., 2014.

Kathleen L. Rose
MAYOR

ATTEST:
Debra Littrell
CITY CLERK

APPROVED THIS 7th DAY OF Jan., 2014.

Kathleen L. Rose
MAYOR

This Acceptance of Ordinance received and filed this 25th day of September, 2014.

Robin Littrell
City Clerk

City of Riverside, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Laclede Gas Company, a corporation organized and existing under the laws of the State of Missouri and Grantee named in Ordinance No. 1273 of the Ordinances of the City of Riverside, Missouri, the same being entitled:

> "AN ORDINANCE granting to Laclede Gas Company, Missouri Gas Energy division, a Missouri corporation, operating a gas distribution system in the City of Riverside, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF, Laclede Gas Company has caused this instrument to be signed by its Field Operations Vice President and attested this 18th day of August, 2014.

LACLEDE GAS COMPANY

By Steven K. Holcomb
Steven K. Holcomb
Field Operations Vice President

ATTEST:

Kim W. Henzi
Printed Name Kim W. Henzi

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 18th day of August, 2014, before me, the undersigned, a Notary Public, came Steven K. Holcomb, Field Operations Vice President of Laclede Gas Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Linda L. Lane
Notary Public

My Commission Expires:

May 20, 2018

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LINDA L LANE
My Commission Expires
May 20, 2018
Clay County
Commission #14418000

BILL NO. 93-31 ORDINANCE NO. 93-31

AN ORDINANCE REPEALING ORDINANCE NO. 73-24 AND PROVIDING FOR THE GRANTING TO WESTERN RESOURCES, INC., A KANSAS CORPORATION DOING BUSINESS AS GAS SERVICE, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF RIVERSIDE, MISSOURI, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLAN AND SYSTEM IN SAID CITY, IMPOSING AN OCCUPATION AND LICENSE TAX, AND OTHER MATTERS RELATING THERETO.

WHEREAS, there is the need to generate a new franchise agreement with Western Resources, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1. Ordinance No. 73-24 is hereby repealed.

SECTION 2. That there is hereby granted to Western Resources, Inc., a corporation operating a gas distribution system in the City of Riverside, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date thereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Riverside, hereinafter called the City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of said City and consumers in the vicinity thereof.

SECTION 3. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of and transportation of gas to consumers shall be governed by the present operating rules, regulations and customs of Grantee and such rules and regulations as may hereafter be prescribed or approved by said identified regulatory authority having jurisdiction.

SECTION 4. All mains, pipes and services, which shall be laid or installed under this grant, shall be so located and laid as to not obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in the manner provided by ordinance.

SECTION 5. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use, and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City alter, reset or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 6. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Grantee, its

successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish free of cost to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation, and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Grantee to proceed with advantage in laying or repairing mains or pipes, and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Grantee to perform same in a reasonable time. It is expressly provided and understood that any excavations which may be made by Grantee, its successors and assigns, in the public streets or other public places shall be made in accordance with the Ordinances of the City, as the same may from time to time be changed or amended, and that, if so required, Grantee will obtain necessary permits and pay the required inspection fees for such excavations or openings.

SECTION 7. As a further consideration for the right, privileges and franchise hereby granted, and in lieu of all other occupation and license taxes, Grantee shall not later than the last day of each calendar month in each year, make a report to the City of its gross receipts from the sale or transportation of gas within the corporate limits of said City for the one month period ending on the last day of the month preceding that on which the report is due; and at the time of making such reports, shall pay into the City treasury a sum equal to fifteen percent (15%) of gross receipts of the Grantee derived from the transportation of gas to customers within the City and a sum equal to five percent (5%) of Grantee's gross receipts derived from the sale of gas to customers within the City; provided that Grantee shall not be required to make payment on any revenues received from customers served at less than the maximum rate authorized by the Public Service Commission of the State of Missouri. So long as Grantee shall be required by any regulatory authority having jurisdiction, to separately state the gross receipts tax increment on its charges for natural gas services rendered under the franchise hereby granted, the term "gross receipts" as used herein shall include the separately stated gross receipts tax increment. Grantee's gross receipts tax is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such period.

SECTION 8. The Mayor of the City of Riverside, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest to the signature of the Mayor on said true copy., and to deliver said properly executed copy to The Kansas Power and Light Company. The Kansas Power and Light Company shall thereupon

execute and deliver its acceptance of said granted franchise to the City Clerk.

SECTION 9. Ordinance No. 73-24 is hereby repealed.

SECTION 10. This Ordinance shall take effect and be in full force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

PASSED this 3rd day of Aug., 1993.

Betty Burch
Mayor

Attest:

Grace Kenerling
City Clerk

APPROVED this 3rd day of Aug., 1993.

Betty Burch
Mayor

This Acceptance of Ordinance received and filed this 4th day of October, 1993

Grace Kemerling
City Clerk

City of Riverside, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF Missouri)
) ss.
COUNTY OF Platte)

KNOW ALL MEN BY THESE PRESENTS, That Western Resources, Inc., a corporation organized and existing under the laws of the State of Kansas and Grantee named in Ordinance No. 93-31 of the Ordinance of the City of Riverside, Missouri, the same being entitled:

"AN ORDINANCE granting to Western Resources, Inc., a Kansas corporation (doing business as Gas Service), operating a gas distribution system in the City of Riverside, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Western Resources, Inc., has caused this instrument to be signed by is President and Chief Operating Officer and attested by its Assistant Secretary this 11 day of October, 1993.

THE WESTERN RESOURCES, INC.

BY William L. Johnson
William L. Johnson
President and Chief
Operating Officer
Gas Service

ATTEST:

Stacy F. Kramer
Stacy F. Kramer
Assistant Secretary

STATE OF Kansas)
) ss
COUNTY OF Shawnee)

BE IT REMEMBERED, That on this 15th day of October, 1993, before me, the undersigned, a Notary Public, came William L. Johnson, President and Chief Operating Officer, and Stacy F. Kramer, Assistant Secretary, of Western Resources, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Patti Beasley
Notary Public

11-18-96

ORDINANCE NO. 810

AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Sarcoxie, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SARCOXIE, MISSOURI:

SECTION 1. That there is hereby granted to Southern Union Company, a corporation operating a gas distribution system in the City of Sarcoxie, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of gas to consumers shall be governed by the present operating rules, regulations and customers of Grantee and such rules and regulations as may hereafter be prescribed or approved.

SECTION 3. All mains, pipes and services which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in substantially as good condition as before said work was commenced.

SECTION 4. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City, alter, reset, or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 5. Grantee shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) months' period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the company. So long as Grantee shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment on its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 6. That Ordinance No. 576 is hereby repealed.

SECTION 7. The Mayor of Sarcoxie, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy, and to deliver said properly executed copy to Southern Union Company, shall thereupon execute and deliver its acceptance of said granted franchise to City Clerk.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

Passed this 19 day of August, 1996.

ATTEST:

Michael Ilson
Mayor

Barbara Laversoni
City Clerk

Approved this 19 day of August, 1996

Michael Ilson
Mayor

c:\winword\corpsec\sarcox.ord

This Acceptance of Ordinance received and filed this _____ day of _____, 1996

_____
City Clerk

City of Sarcoxie, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

KNOW ALL MEN BY THESE PRESENTS, That Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 810 of the Ordinance of the City of Sarcoxie, Missouri, the same being entitled:

> "AN ORDINANCE granting to Southern Union Company, a Delaware corporation (doing business as Missouri Gas Energy), operating a gas distribution system in the City of Sarcoxie, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Southern Union Company has caused this instrument to be signed by its President and attested by its Assistant Secretary this 17th day of September, 19 96.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By C. Thomas Clowe, Jr.
C. Thomas Clowe
President

ATTEST:

Brad Ziegler
Brad Ziegler
Assistant Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 17th day of September, 1996, before me, the undersigned a Notary Public, came C. Thomas Clowe, President, and Brad Ziegler, Assistant Secretary of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

STEPHANIE R. MEYER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission expires March 17, 1997

Stephanie R. Meyer
Notary Public

Bill No. 2003-27 Ordinance No. 3159

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SAVANNAH, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SAVANNAH, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 22, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Savannah, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Savannah now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 3rd DAY OF June, 2003.

Billy F Kutz
Mayor

ATTEST:

Janice Stecker
CITY CLERK

APPROVED THIS 3rd DAY OF June, 2003.

Billy F Kutz
Mayor

This Acceptance of Ordinance received and filed this 17th day of June, 2003.

Jonnie Hacker
City Clerk

City of Savannah, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2159 of the Ordinances of the City of Savannah, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Savannah, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of JUNE, 2003.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

R
NPH
6/16/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of JUNE, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill Number 2002-4

Ordinance No. 2002-4

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SENECA, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMENOF THE CITY OF SENECA, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Seneca, Missouri, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Seneca now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said Board of Aldermen shall have declared the results of said vote.

PASSED THIS 22nd DAY OF July, 2002.

Gary Roark
MAYOR

ATTEST:

Jan Cole
CITY CLERK

APPROVED THIS 22nd DAY OF July, 2002.

Gary Roark
MAYOR

This Acceptance of Ordinance received
and filed this 28 day of
August, 2002.

Cindy Hutchings
City Clerk

City of Seneca, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2002-4 of the Ordinances of the City of Seneca, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Seneca, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 15th day of AUGUST, 2002.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By James H. Oglesby
James H. Oglesby
President

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

8/12/02

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 15th day of AUGUST, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 2005-03 Ordinance No. 2005-03

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SHELDON, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHELDON, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 20, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Sheldon, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Sheldon now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to three (3%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 14th DAY OF July, 2005.

Thomas W. T. Dorney
Mayor

ATTEST:

Becky Morgan
CITY CLERK

APPROVED THIS 14th DAY OF July, 2005.

Thomas W. T. Dorney
Mayor

This Acceptance of Ordinance received and filed this 8th day of August, 2005.

Becky Mazo
City Clerk

City of Sheldon, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2005-03 of the Ordinances of the City of Sheldon, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Sheldon, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 2nd day of August, 2005.

MISSOURI GAS ENERGY, a division of Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 2nd day of AUGUST, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. _____ Ordinance No. 3010

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SLATER, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SLATER, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 13, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Slater, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Slater now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the City Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 16 DAY OF Sept, 2003.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 16 DAY OF Sept, 2003.

Mayor

This Acceptance of Ordinance received
and filed this 10 day of
November, 2003.

City Clerk
City of Slater, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 3010 of the Ordinances of the City of Slater, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Slater, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 29th day of OCTOBER, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 29th day of OCTOBER, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 2546-10 Ordinance No. 2759-10

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SMITHVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 10, 2010, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Smithville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Smithville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 1st DAY OF June, 2010.

B. Fullmer
Mayor

ATTEST:

CITY CLERK

APPROVED THIS 1st DAY OF June, 2010.

B. Fullmer
Mayor

This Acceptance of Ordinance received and filed this 19th day of July, 2010.

City Clerk

City of Smithville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2759-10 of the Ordinances of the City of Smithville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Smithville, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 12th day of JULY, 2010.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of JULY, 2010, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

My Commission Expires:

Feb. 3, 2011

Bill No. 503 Ordinance No. 503

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SOUTHWEST CITY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SOUTHWEST CITY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from December 25, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Southwest City, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Southwest City now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 25th DAY OF October, 2005.

Mayor

ATTEST:

Sandra Marrs
CITY CLERK

APPROVED THIS 25th DAY OF October, 2005.

Mayor

	1st Reading	2nd Reading
Ald. Coyle	aye	aye
Ald. Warner	aye	aye
Ald. Pendergrass	aye	aye
Ald. Shelton	aye	aye

This Acceptance of Ordinance received
and filed this 7th day of
November, 2005.

Sandra J. Marks
City Clerk

City of Southwest City, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 503 of the Ordinances of the City of Southwest City, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Southwest City, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 2nd day of NOVEMBER, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 2nd day of NOVEMBER, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb 3, 2007

MISSOURI GAS - LACLEDE
FRANCHISE TAX DISTRIBUTION
FOR MONTH OF SEPT, 2015

TAXABLE REVENUE		GENERAL FUND DISTRIBUTED 0.069519	TRANSIT DISTRIBUTED 0.010101
232,607.61	C	16,170.65	2,349.57
14,121.76	I	981.73	142.64
686,602.38	R	0.00	6,935.38
TOTALS		17,152.38	9,427.59
		0001-2310	1710-2310
TOTAL DISTRIBUTED			26,579.97
		0001-2310	0.00
		1710-2310	0.00
VARIANCE		0001-5080	360.49
ACH AMOUNT			26,940.46

MISSOURI GAS - LACLEDE
FRANCHISE TAX DISTRIBUTION
FOR MONTH OF SEPT, 2015

TAXABLE REVENUE		GENERAL FUND DISTRIBUTED 0.065000	TRANSIT DISTRIBUTED 0.010000	0.075000
251,467.68	C	16,345.40	2,514.68	
15,266.77	I	992.34	152.67	
693,537.76	R	0.00	6,935.38	
TOTALS		17,337.74	9,602.72	
		0001-2310	1710-2310	
TOTAL DISTRIBUTED			26,940.46	
		0001-2310	0.00	
		1710-2310	0.00	
VARIANCE		0001-5080	(0.00)	
ACH AMOUNT			26,940.46	

Disbursement	Mo Gas Report	Variance
18,860.08	18,860.07	0.01
1,145.01	1,145.01	(0.00)
6,935.38	6,935.38	(0.00)
26,940.46	26,940.46	0.00

MISSOURI GAS - LACLEDE
FRANCHISE TAX DISTRIBUTION
FOR MONTH OF SEPT, 2015

TAXABLE REVENUE		GENERAL FUND DISTRIBUTED 0.069519	TRANSIT DISTRIBUTED 0.010101
251,467.68	C	17,481.78	2,540.08
15,266.77	I	1,061.33	154.21
693,537.76	R	0.00	7,005.43
TOTALS		18,543.11	9,699.72
		0001-2310	1710-2310
TOTAL DISTRIBUTED			28,242.83
		0001-2310	0.00
		1710-2310	0.00
VARIANCE		0001-5080	(1,302.37)
ACH AMOUNT			26,940.46

MISSOURI GAS - LACLEDE
FRANCHISE TAX DISTRIBUTION
FOR MONTH OF SEPT, 2015

TAXABLE REVENUE		GENERAL FUND DISTRIBUTED 0.065000	TRANSIT DISTRIBUTED 0.010000	0.075000
251,467.68	C	16,345.40	2,514.68	
15,266.77	I	992.34	152.67	
693,537.76	R	0.00	6,935.38	
TOTALS		17,337.74	9,602.72	
		0001-2310	1710-2310	
TOTAL DISTRIBUTED			26,940.46	
		0001-2310	0.00	
		1710-2310	0.00	
VARIANCE		0001-5080	(0.00)	
ACH AMOUNT			26,940.46	

Disbursement	Mo Gas Report	Variance
18,860.08	18,860.07	0.01
1,145.01	1,145.01	(0.00)
6,935.38	6,935.38	(0.00)
26,940.46	26,940.46	0.00

FRANCHISE ORDINANCE - ST. JOSEPH, MISSOURI

AN ORDINANCE giving authority to Charles H. Nash and others to construct gas works and lay mains and pipes in St. Joseph.

BE IT ORDAINED by the City of St. Joseph:

Section 1. That Charles H. Nash, his heirs or associates, or assigns, either as individuals, or as a body corporate, under such name as they may choose, be, and they are hereby authorized and empowered to erect and operate gas works in said City of St. Joseph, and to use the streets, avenues, lanes, alleys and public places and grounds, and all such territory as may be hereafter added thereto, for laying down therein mains and pipes, for the conveyance of gas for supplying said City and the citizens thereof with gas, and shall have full power to take up, alter and repair the said pipes when, and so often, as the said Charles H. Nash, his heirs, associates or assigns shall deem it necessary so to do, in all cases doing no unnecessary damage in the premises, and taking care as far as may be to preserve a free and unobstructed passage through the said streets, avenues, lanes, alleys and public grounds, and shall leave them in as good condition as they were before being dug up, without unnecessary delay.

Section 2. That the said Charles H. Nash his heirs, associates or assigns, shall supply the said City of St. Joseph with such quantity of gas as it may require, for the lighting of the streets, the City Hall, markets, and other public places, and buildings of the City of St. Joseph, Missouri, at such price as may be agreed on, not exceeding two dollars and fifty cents per thousand cubic feet, but nothing herein contained shall be construed into an exclusive right in the said Charles H. Nash, his heirs, associates or assigns, to furnish gas for the purposes in this section named, or into an exclusive right to furnish gas to the inhabitants of said City, the said City being left free to contract in regard thereto, as her municipal authorities may deem best.

Section 3. That the said Charles H. Nash, his heirs or associates, or assigns, shall complete the construction of their gas works in said City within one year from the passage of this ordinance and be ready to furnish gas to the City and Citizens of said City of St. Joseph, to the extent to which they may have their pipes laid.

Section 4. Any failure on the part of the said Charles H. Nash, his heirs, or associates, or assigns, to conform to the conditions of Section 3, of this ordinance shall work a forfeiture of all the rights and privileges by this ordinance granted.

Section 5. This ordinance shall be in force and take effect from and after its passage.

Approved January 8th, 1878.

T. H. HAIL,
Acting Mayor.

From: Judy Hovey
Sent: Wednesday, December 16, 2015 1:34 PM
To: Jennings, Melissa
Subject: RE:

Those are correct.

Judy Hovey
Associate Director of Finance & Revenue
jhovey@ci.st-joseph.mo.us
(816) 271-4828
Fax (816) 271-4697

From: Jennings, Melissa [mailto:Melissa.Jennings@thelacledegroup.com]
Sent: Wednesday, December 16, 2015 1:34 PM
To: Judy Hovey
Subject: RE:

Hi Judy!

I have been asked to get confirmation from you regarding the franchise tax rates we are charging in St. Joseph. We are getting ready to start doing an upgrade and want to make sure we have everything right, again. ☺

For Residential customers, they are only charged the 1% up to the max of $38.46/month.
For Commercial customers, they are charged the 1% up to the max of $38.46/month and they are also charged the 6.5% with no max.
For Industrial customers, they are charged only the 6.5% with no max.
For Transportation customers, they are charged only the 6.5% (the 1% would not apply as it states "the sale of metered … natural gas". Transportation customers only pay for transporting gas, they do not pay for metered gas.

Please let me know if I have the ordinance interpreted correctly.

Thanks for your help!
Melissa

From: Judy Hovey [mailto:jhovey@ci.st-joseph.mo.us]
Sent: Thursday, February 26, 2015 2:48 PM
To: Jennings, Melissa
Subject: RE:

yw

From: Jennings, Melissa [mailto:Melissa.Jennings@thelacledegroup.com]
Sent: Thursday, February 26, 2015 2:48 PM
To: Judy Hovey
Subject: RE:

OK, thanks! That's very helpful!

From: Judy Hovey [mailto:jhovey@ci.st-joseph.mo.us]
Sent: Thursday, February 26, 2015 2:46 PM
To: Jennings, Melissa
Subject: RE:

Yes, but maximum fee applies monthly.

Sec. 27-301. License fee required, use for mass transportation system.
(a) *Amount.* Every person or entity engaged in the business of supplying metered water services, electricity, steam or natural gas for compensation shall pay to the city, as a license fee, a sum equal to one percent of the gross receipts derived from the sale of metered water services, electricity, steam or natural gas by such person(s) or entities for any purpose; provided however, that the one percent license fee for each sale of metered water services or electricity or steam or natural gas so imposed to any one purchaser shall not exceed $38.46 each for any one monthly billing period.
(b) *Limitation on use of revenue.* The revenue derived from the imposition of the license fee shall be used solely for the purpose of financing

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From: Jennings, Melissa [mailto:Melissa.Jennings@thelacledegroup.com]
Sent: Thursday, February 26, 2015 2:45 PM
To: Judy Hovey
Subject: RE:

So, the transit license fee of 1% is applicable to all customers?

From: Judy Hovey [mailto:jhovey@ci.st-joseph.mo.us]
Sent: Thursday, February 26, 2015 2:44 PM
To: Jennings, Melissa
Subject: RE:

There is also a transit license fee – 1%, translated to 1.010101%.

These are iterative taxes meaning the actual percentage of the one below is 6.9519%

Judy Hovey
Associate Director of Finance & Revenue
City of St. Joseph
(816) 271-4828
Fax (816) 271-4697

From: Jennings, Melissa [mailto:Melissa.Jennings@thelacledegroup.com]
Sent: Thursday, February 26, 2015 2:43 PM
To: Judy Hovey
Subject: RE:

Hi Judy,

We are setting up our new system for customer billing. I am trying to verify that we have all the rate classes set up with the correct rates for Franchise tax. This is what I found on the St. Joseph website:

Sec. 27-303. Gas companies.

(a) *Amount of license fee.* Every person or entity engaged in the business of supplying gas for compensation through pipes along, under or through the streets, alleys, parkways or other publicly owned premises in the city shall pay to the city as a license fee a sum equal to 6.5 percent of the gross amount received by such person(s) or entities from the sale of gas sold for any purpose except residential under the vendor's applicable "general service" rate schedule on file with and approved by the state public service commission.

(b) *Nonapplicability.* The license fee shall not be applicable to any department and/or program operating as a part of the governmental unit of the City of St. Joseph.

This tells me that all accounts except residential pay a franchise rate of 6.5%. I do not see a rate for residential customers, however, right now we have residential customers set up with a 1% rate. Is this correct, and if so, do you have any documentation you could send me for our records.

Also, paragraph (b) above indicates that St. Joseph government buildings are exempt from the franchise tax. Is this correct?

Any other information you can give me would be helpful.

Thanks,
Melissa

From: Judy Hovey [mailto:jhovey@ci.st-joseph.mo.us]
Sent: Tuesday, February 24, 2015 1:18 PM
To: Jennings, Melissa
Subject: RE:

Thanks!

From: Jennings, Melissa [mailto:Melissa.Jennings@thelacledegroup.com]
Sent: Tuesday, February 24, 2015 1:11 PM
To: Judy Hovey
Subject:

Sorry about that, file is attached.

Thanks,

Melissa

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To: Jennings, Melissa
Subject: RE:

---

yw

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Associate Director of Finance & Revenue
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Sec. 27-303. Gas companies.

(a) *Amount of license fee.* Every person or entity engaged in the business of supplying gas for compensation through pipes along, under or through the streets, alleys, parkways or other publicly owned premises in the city shall pay to the city as a license fee a sum equal to 6.5 percent of the gross amount received by such person(s) or entities from the sale of gas sold for any purpose except residential under the vendor's applicable "general service" rate schedule on file with and approved by the state public service commission.

(b) *Nonapplicability.* The license fee shall not be applicable to any department and/or program operating as a part of the governmental unit of the City of St. Joseph.

This tells me that all accounts except residential pay a franchise rate of 6.5%. I do not see a rate for residential customers, however, right now we have residential customers set up with a 1% rate. Is this correct, and if so, do you have any documentation you could send me for our records.

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Sorry about that, file is attached.

Thanks,
Melissa

Bill No. 384-2005 Ordinance No. 384-2005

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF STEWARTSVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STEWARTSVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 8, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Stewartsville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Stewartsville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 14 DAY OF July, 2005.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 14 DAY OF July, 2005.

Mayor

This Acceptance of Ordinance received
and filed this 15th day of
August, 2005.

City Clerk

City of Stewartsville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 384-2005 of the Ordinances of the City of Stewartsville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Stewartsville, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 28th day of JULY, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 28th day of JULY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 03-307 Ordinance No. -307.

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF STOCKTON, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STOCKTON, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 8, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Stockton, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Stockton now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time. Except in the event of an emergency, Company agrees to provide twenty four hours advance notice to the City prior to excavating any streets, alleys or public places.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to three (3%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 22nd DAY OF September, 2003.

Mayor Ralph Steele

ATTEST:

CITY CLERK Natalie Scrivner

APPROVED THIS 22nd DAY OF September, 2003.

Mayor

I, Natalie Scrivner City Clerk for the City of Stockton, do hereby certify that the attached copy of ordinance 307 is a true copy on file at my office at City Hall, 201 S. High Street, Stockton, MO 65785

Attest:

Natalie Scrivner, City Clerk

This Acceptance of Ordinance received
and filed this 12th day of
November, 2003.

City Clerk
City of Stockton, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 307 of the Ordinances of the City of Stockton, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Stockton, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 29th day of OCTOBER, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH
10/22/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 29th day of OCTOBER, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

BILL NO. 10-63-06

ORDINANCE NO. 3072

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SUGAR CREEK, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUGAR CREEK, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 17, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Sugar Creek, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Sugar Creek now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it

was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to ten (10%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. Except as may be otherwise prohibited by applicable law, regulation or tariff, Company is hereby required, upon request by City, to provide to City any information available to it regarding the identity of Company's customers located within the city limits of the City, to whom natural gas is transported, but not sold, by Company; or any information available to Company regarding the identity of providers to such customers.

Section 6. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

Passed by the Board of Aldermen this 23rd day of October, 2006

Stanley J. Salva

Stanley J. Salva, Mayor
President of the Board of Aldermen

Approved by the Mayor this 23rd day of October, 2006

Stanley J. Salva

Stanley J. Salva, Mayor

ATTEST:

Jana J. Olivarez-Dickerson

Jana J. Olivarez-Dickerson-City Clerk

This Acceptance of Ordinance received
and filed this 1st day of
March, 2007

City Clerk

City of Sugar Creek, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 3072 of the Ordinances of the City of Sugar Creek, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Sugar Creek, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 2007

MISSOURI GAS ENERGY, a division of
Southern Union Company

ATTEST:

By
Robert J. Hack
Chief Operating Officer

JENNY WOCKENFUSS

CITY OF SUGAR CREEK

By
Ron Martinovich,
City Administrator

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 496 Ordinance No. 491

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF SWEET SPRINGS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SWEET SPRINGS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from April 12, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Sweet Springs, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Sweet Springs now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 14th DAY OF May, 2007.

Del Bennett
~~Mayor~~ President

ATTEST:

Linda Greenhaw
CITY CLERK

APPROVED THIS 14th DAY OF May, 2007.

Roxanne L Hunter
Mayor

This Acceptance of Ordinance received and filed this 15th day of June, 2007.

City Clerk

City of Sweet Springs, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 491 of the Ordinances of the City of Sweet Springs, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Sweet Springs, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 31st day of MAY, 2007.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 31st day of MAY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 05-07 Ordinance No. 05-07

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF TIPTON, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TIPTON, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from June 30, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Tipton, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Tipton now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 5th DAY OF July, 2005.

Jennifer Cary
Mayor

ATTEST:

Jennifer Schmidt
CITY CLERK

APPROVED THIS 5th DAY OF July, 2005.

Jennifer Cary
Mayor

This Acceptance of Ordinance received
and filed this 1st day of
August, 2005.

Jennifer Schmidt
City Clerk

City of Tipton, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 05-07 of the Ordinances of the City of Tipton, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Tipton, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 21st day of JULY, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

RJH
7/27/05

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 21st day of JULY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 189 Ordinance No. 05-188

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF TRIMBLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TRIMBLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of ten (10) years from April 8, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Trimble, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Trimble now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages (including reasonable attorney fees and reasonable cost of defense) which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any

highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 25th DAY OF JULY, 2005.

Anthony H. Holland, Mayor

ATTEST:

Catherine J. Stice, City Clerk

APPROVED THIS 25th DAY OF JULY, 2005.

Anthony H. Holland, Mayor

This Acceptance of Ordinance received and filed this 2nd day of November, 2005.

Catherine J. Stice
City Clerk

City of Trimble, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 05-188 of the Ordinances of the City of Trimble, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Trimble, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 3rd day of OCTOBER, 2005.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of OCTOBER, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 2003 Ordinance No. 98-09

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF TURNEY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF TURNEY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 25, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Turney, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Turney now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 11 DAY OF AUGUST 2003.

Clifton R Rattliff
Chairman of the Board of Trustees

ATTEST:

Tammy J Cutright
VILLAGE CLERK

APPROVED THIS 11 DAY OF August, 2003.

Clifton R Rattliff
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 8th day of
September, 2003.

Tammy J. Cutright
Village Clerk

Village of Turney, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 98-09 of the Ordinances of the Village of Turney, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Turney, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 22nd day of AUGUST, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

8/22/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 22nd day of AUGUST, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:
Feb. 3, 2007

BILL NO. 03-013 **ORDINANCE NO. 03-0013**

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY A DELAWARE CORPORATION OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF VERONA, MISSOURI, IT'S SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF VERONA, MISSOURI, AS FOLLOWS, TO-WIT:

SECTION ONE. Ordinance 01.01 of the Ordinances of the City of Verona, be and is hereby amended.

SECTION TWO. The following provisions shall be and are hereby enacted in lieu of and in amendment to Ordinance 01.01, as follows:

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Verona, Missouri, herein called the company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Verona now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonable requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of

such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonable procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways, or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Governing Body express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

SECTION THREE. That the City Attorney is hereby authorized and directed to revise the Verona City Ordinance book to reflect this amendment accordingly.

SECTION FOUR. This ordinance is declared to be in the best interests of the health and welfare of the citizens of Verona, Missouri and shall become effective and be in force and effect from and after the date of its passage and approval.

SECTION FIVE. Read one time, by title only, copy of proposed ordinance having been made available for public inspection prior to the time of its consideration by the Board of Alderman

of the City of Verona, Missouri, and passed and approved by a majority of the members elected to the Board of Alderman of the City of Verona, Missouri, the ayes and nays having been entered in the minutes of said meeting by the Verona City Clerk.

Passed and adopted this 21st day of August, 2003.

Peggy A. Paynter, Mayor

ATTEST:

Brenda G. Nickles-Davis, City Clerk

APPROVED AS TO FORM:

Mark A. Stephens, City Attorney

This Acceptance of Ordinance received
and filed this 7th day of
October, 2003.

Brenda G. Nickles-Davis
City Clerk
City of Verona, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 03-0013 of the Ordinance of the City of Verona, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Verona, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 22nd day of SEPTEMBER, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 22nd day of SEPTEMBER, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. _____ Ordinance No. 2860-1

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WALNUT GROVE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WALNUT GROVE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 4, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Walnut Grove, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Walnut Grove now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to four (4%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 17th DAY OF January, 2005.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 17th DAY OF January, 2005.

Mayor

This Acceptance of Ordinance received
and filed this 14th day of
February, 2005.

City Clerk

City of Walnut Grove, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 286-1 of the Ordinances of the City of Walnut Grove, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Walnut Grove, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 4th day of FEBRUARY, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 4th day of FEBRUARY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 5507 Ordinance No. 4245

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WARRENSBURG, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from February 8, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Warrensburg, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Warrensburg now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale or transportation of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to six (6%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 14th DAY OF May, 2007.

CITY OF WARRENSBURG INCORPORATED 1855 JOHNSON COUNTY

Donald N Zimmer
Mayor

ATTEST:

Cindy Gabel
CITY CLERK

APPROVED THIS 14th DAY OF May, 2007.

Donald N Zimmer
Mayor

This Acceptance of Ordinance received and filed this 1st day of August, 2007.

Cindy Gabel
City Clerk

City of Warrensburg, Missouri

CITY OF WARRENSBURG INCORPORATED 1855 JOHNSON COUNTY

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 4245 of the Ordinances of the City of Warrensburg, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Warrensburg, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 3rd day of July, 2007.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss

Printed Name Jenny Wockenfuss

RJH

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of JULY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 2259 Ordinance No. 2259

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WAVERLY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WAVERLY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 1, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Waverly, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Waverly now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 2ND DAY OF AUGUST, 2005.

Mayor

ATTEST:

Fannie L. Warner

CITY CLERK

APPROVED THIS 2ND DAY OF AUGUST, 2005.

Mayor

This Acceptance of Ordinance received and filed this 22ND day of AUGUST, 2005.

Fannie L. Warner
City Clerk

City of Waverly, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2259 of the Ordinances of the City of Waverly, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Waverly, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of August, 2005.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President

RJH 8/8/05

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of August, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 915 Ordinance No. 914

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WEATHERBY LAKE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WEATHERBY LAKE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 17, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Weatherby Lake, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Weatherby Lake now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to ten (10%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 18th DAY OF Oct, 2006.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 18th DAY OF Oct, 2006.

Mayor

This Acceptance of Ordinance received
and filed this 27 day of
Feb, 2006 7

City Clerk

City of Weatherby Lake, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 914 of the Ordinances of the City of Weatherby Lake, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Weatherby Lake, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 2006 7

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
Robert J. Hack
Chief Operating Officer

ATTEST:

JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

My Commission Expires:

Feb. 3, 2011

Bill No. 7142 Ordinance No. 7075

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WEBB CITY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WEBB CITY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 20, 2003, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Webb City, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Webb City now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit

such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than April 30, July 31, October 31, and January 31 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the three (3) month period ending at the last meter reading preceding March 31, June 30, September 30 and December 31, respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 25 DAY OF August, 2003.

Steven Dolence
Mayor

ATTEST:
Linda Southard
CITY CLERK

APPROVED THIS 26 DAY OF August, 2003.

Steven Dolence
Mayor

This Acceptance of Ordinance received
and filed this 1st day of
October, 2003.

City Clerk

City of Webb City, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 7075 of the Ordinances of the City of Webb City, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Webb City, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 12th day of SEPTEMBER, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of SEPTEMBER, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No._____ Ordinance No. 130

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF WENTWORTH, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WENTWORTH, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from January 31, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Wentworth, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Wentworth now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 9 DAY OF June, 2003.

Clyde R. Stephens
Chairman of the Board of Trustees

ATTEST:

Pauline Stephens
VILLAGE CLERK

APPROVED THIS 9 DAY OF June, 2003.

Clyde R. Stephens
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this _____ day of
_____, 2003.

_____
Village Clerk

Village of Wentworth, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 130 of the Ordinances of the Village of Wentworth, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Wentworth, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 19th day of JUNE, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President and Chief Operating Officer

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH 6/18/03

Received: 8 July 03
Mike R Stephens Chairman, Village of Wentworth, MO

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of JUNE, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

BILL NO. 06-06 ORDINANCE NO. 060313E

AN ORDINANCE

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WILLARD, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI.

Section 1: That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 27th, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Willard, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Willard now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2: All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3: That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise

BILL NO. 06-06 ORDINANCE NO. 060313E

from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4: Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to three (3%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5: If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

READ TWO TIMES AND PASSED THIS 13TH DAY OF MARCH 2006.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
CHARLES WHITEHEAD	X	
BILL CAPLINGER	X	

BILL NO. 06-06 ORDINANCE NO. 060313E

MICHEAL L. PECK X

RICHARD SIMPSON ✓

APPROVED BY:

THOMAS J. KELTNER, MAYOR

ATTEST:

KATHY SNYDER, CITY CLERK

This Acceptance of Ordinance received
and filed this 24th day of
April, 2006.

Kathy Snyder
City Clerk

City of Willard, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 060313E of the Ordinances of the City of Willard, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Willard, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Corporate Secretary this 17th day of APRIL, 2006.

MISSOURI GAS ENERGY, a division of
Southern Union Company

ATTEST:

Approved by Herman A. Loepp, Esq.

By
Robert J. Hack
Chief Operating Officer

Herman A. Loepp
Assistant Corporate Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 17th day of APRIL, 2006, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer, and Herman A. Loepp, Assistant Corporate Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. NA Ordinance No. 2007 - 13

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WINDSOR, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WINDSOR, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from September 2, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Windsor, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Windsor now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 12th DAY OF June, 2007.

Bruce W. Crow
Mayor

ATTEST:
Cheril A. Hall
CITY CLERK

APPROVED THIS 12th DAY OF June, 2007.

Bruce W. Crow
Mayor

This Acceptance of Ordinance received
and filed this 20th day of
November, 2007.

Cherie A. Wade
City Clerk

City of Windsor, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 2007-13 of the Ordinances of the City of Windsor, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Windsor, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 14th day of NOVEMBER 2007.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 14th day of NOVEMBER, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

My Commission Expires:

Feb. 3, 2011

Bill No. 020813-1 Ordinance No. 020813-1

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF WOOD HEIGHTS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Wood Heights, Missouri, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Wood Heights now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said Board of Aldermen shall have declared the results of said vote.

PASSED THIS 13 DAY OF August, 2002.

MAYOR pro tem 8/13/02

ATTEST:

Eileen McKaney
CITY CLERK

APPROVED THIS 13th DAY OF August, 2002.

MAYOR

This Acceptance of Ordinance received and filed this 4th day of September, 2002.

Eileen McCarey
City Clerk

City of Wood Heights, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 020813-1 of the Ordinances of the City of Wood Heights, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Wood Heights, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 28th day of AUGUST, 2002.

MISSOURI GAS ENERGY, a division of Southern Union Company

By James H. Oglesby
James H. Oglesby
President

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 28th day of AUGUST, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 548 Ordinance No. 548

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF JASPER, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF JASPER, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from June 4, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Jasper, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Jasper now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 15 DAY OF April, 2003.

Paul M. Nelson
Mayor

ATTEST:

Mary L. McNary
CITY CLERK

APPROVED THIS 15 DAY OF April, 2003.

Paul M. Nelson
Mayor

This Acceptance of Ordinance received
and filed this 16th day of
June, 2003.

Mary L. McNary
City Clerk

City of Jasper, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 548 of the Ordinances of the City of Jasper, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Jasper, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 9th day of JUNE, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By James H. Oglesby
James H. Oglesby
President

RJH 5/23/03

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of JUNE, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Ordinance No. 1-82

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF JERICO SPRINGS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF JERICO SPRINGS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 6, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Jerico Springs, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Jerico Springs now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February, May, August and November 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to three (3%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 10 DAY OF FEBRUARY, 2003.

Denis Hochstedler
Chairman of the Board of Trustees

ATTEST:

Lorraine Crayne
VILLAGE CLERK

APPROVED THIS 10 DAY OF FEB, 03, 2002.

Denis Hochstedler
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 17 day of
MARCH, 2003.

Lorraine Crayne
Village Clerk

Village of Jerico Springs, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1-82 of the Ordinances of the Village of Jerico Springs, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Jerico Springs, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 6th day of MARCH, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By James H. Oglesby
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH
3/3/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of MARCH, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public
Kim W. Henzi

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Laclede Gas

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Input Area for Town Code

Dec. Revenue

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	0302321111	0302321829	Commercial	15,984.83	1,079.64	0.00	0.00	929.56	0.00	0.00	352,470.00
0501	Joplin	7114831111	7114831940	Commercial	7,354.49	528.76	0.00	0.00	929.56	0.00	0.00	157,390.00
0501	Joplin	9915941111	9915941526	Commercial	6,526.54	475.92	0.00	0.00	929.56	0.00	0.00	138,640.00
0501	Joplin	4330322222	5866450000	Commercial	5,195.48	468.44	0.00	0.00	2,143.46	0.00	0.00	255,580.00
0501	Joplin	4971761111	4971761131	Commercial	4,594.36	352.59	0.00	0.00	929.56	0.00	0.00	95,000.00
0501	Joplin	8673131111	8673131271	Commercial	4,058.96	318.41	0.00	0.00	929.56	0.00	0.00	201,550.00
0501	Joplin	9768571111	9768571123	Commercial	3,483.49	281.68	0.00	0.00	929.56	0.00	0.00	69,890.00
0501	Joplin	9789721111	9789721386	Commercial	3,733.53	238.31	0.00	0.00	0.00	0.00	0.00	817,490.00
0501	Joplin	5860121111	5860121891	Commercial	2,485.44	217.97	0.00	0.00	929.56	0.00	0.00	794,230.00
0501	Joplin	3390361111	3390361500	Commercial	2,380.59	211.28	0.00	0.00	929.56	0.00	0.00	44,960.00
0501	Joplin	0358571111	0358571693	Commercial	3,912.00	160.53	0.00	0.00	0.00	0.00	0.00	6,126.38
0501	Joplin	0476261111	0476261909	Commercial	6,835.29	160.53	0.00	0.00	0.00	0.00	0.00	10,978.93
0501	Joplin	1914931111	1914931249	Commercial	3,387.02	160.53	0.00	0.00	0.00	0.00	0.00	5,237.00
0501	Joplin	2768951111	2768951409	Commercial	7,613.16	160.53	0.00	0.00	0.00	0.00	0.00	12,312.40
0501	Joplin	6032251111	6032251465	Commercial	4,154.33	160.53	0.00	0.00	0.00	0.00	0.00	6,503.00
0501	Joplin	7868631111	7868631389	Commercial	3,669.53	160.53	0.00	0.00	0.00	0.00	0.00	5,715.23
0501	Joplin	1506451111	9192850000	Commercial	2,470.19	157.67	0.00	0.00	0.00	0.00	0.00	9,850.00
0501	Joplin	4925541111	4925541599	Commercial	2,554.70	156.83	0.00	0.00	0.00	0.00	0.00	3,850.73
0501	Joplin	4245261111	4245261653	Commercial	2,798.52	151.30	0.00	0.00	0.00	0.00	0.00	4,263.91
0501	Joplin	6613281111	6613281292	Commercial	3,107.82	147.67	0.00	0.00	0.00	0.00	0.00	4,786.00
0501	Joplin	8121741111	8121741907	Commercial	2,312.65	147.62	0.00	0.00	0.00	0.00	0.00	3,449.00
0501	Joplin	3538731111	3538731729	Commercial	4,091.52	145.10	0.00	0.00	0.00	0.00	0.00	6,441.00
0501	Joplin	0741821111	0741821990	Commercial	2,804.69	141.73	0.00	0.00	0.00	0.00	0.00	4,279.95
0501	Joplin	6538951111	6538951390	Commercial	1,259.99	139.75	0.00	0.00	929.56	0.00	0.00	719,660.00
0501	Joplin	7044333333	7044333326	Commercial	2,459.94	139.27	0.00	0.00	0.00	0.00	0.00	3,702.00
					486,281.56	28,388.77	0.00	0.00	16,086.86	0.00	13,690.45	4,423,737.21

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Dec. Revenue

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	8072351111	8072351626	Commercial	1,137.12	131.91	0.00	0.00	929.56	0.00	0.00	19,680.00
0501	Joplin	4011561111	4011561773	Commercial	1,012.57	123.96	0.00	0.00	929.56	0.00	0.00	17,470.00
0501	Joplin	6430641111	6430641724	Commercial	1,865.77	119.09	0.00	0.00	0.00	0.00	0.00	2,715.00
0501	Joplin	4640921111	4640921858	Commercial	882.94	115.69	0.00	0.00	929.56	0.00	0.00	15,170.00
0501	Joplin	6553551111	9664341268	Commercial	1,638.26	104.57	0.00	0.00	0.00	0.00	0.00	2,330.00
0501	Joplin	4282171111	4282171932	Commercial	673.85	102.34	0.00	0.00	929.56	0.00	0.00	11,460.00
0501	Joplin	7717712222	7717712037	Commercial	1,568.46	100.11	0.00	0.00	0.00	0.00	0.00	10,840.00
0501	Joplin	7540341111	7540341818	Commercial	1,566.77	100.00	0.00	0.00	0.00	0.00	0.00	10,810.00
0501	Joplin	8610521111	7130161385	Commercial	1,506.15	96.14	0.00	0.00	0.00	0.00	0.00	2,108.00
0501	Joplin	5929122222	5929122907	Commercial	540.27	93.81	0.00	0.00	929.56	0.00	0.00	9,090.00
0501	Joplin	3662561111	3662561770	Commercial	1,445.78	92.29	0.00	0.00	0.00	0.00	0.00	2,625.00
0501	Joplin	4844661111	4844661070	Commercial	1,417.42	90.47	0.00	0.00	0.00	0.00	0.00	8,160.00
0501	Joplin	0217851111	0217851382	Commercial	1,405.98	89.74	0.00	0.00	0.00	0.00	0.00	1,950.00
0501	Joplin	6741521111	6741521020	Commercial	1,326.99	84.70	0.00	0.00	0.00	0.00	0.00	1,810.00
0501	Joplin	1477331111	1477331774	Commercial	1,294.35	82.62	0.00	0.00	0.00	0.00	0.00	2,337.00
0501	Joplin	0261261111	0261261132	Commercial	1,276.41	81.47	0.00	0.00	0.00	0.00	0.00	1,726.75
0501	Joplin	0273181111	0273181453	Commercial	2,716.89	80.30	0.00	0.00	0.00	0.00	0.00	4,365.00
0501	Joplin	1637321111	1637321432	Commercial	1,299.84	80.30	0.00	0.00	0.00	0.00	0.00	1,983.00
0501	Joplin	1858622222	1858622878	Commercial	2,993.57	80.30	0.00	0.00	0.00	0.00	0.00	4,830.00
0501	Joplin	2568521111	2568521694	Commercial	1,952.96	80.30	0.00	0.00	0.00	0.00	0.00	3,080.86
0501	Joplin	3371612222	3371612403	Commercial	1,517.58	80.30	0.00	0.00	0.00	0.00	0.00	2,349.00
0501	Joplin	3488412222	3488412395	Commercial	2,967.76	80.30	0.00	0.00	0.00	0.00	0.00	4,786.64
0501	Joplin	3547741111	3547741168	Commercial	2,528.31	80.30	0.00	0.00	0.00	0.00	0.00	4,048.00
0501	Joplin	5977061111	5977061717	Commercial	1,762.65	80.30	0.00	0.00	0.00	0.00	0.00	2,761.00
0501	Joplin	6779612222	6779612740	Commercial	3,127.85	80.30	0.00	0.00	0.00	0.00	0.00	5,055.66
					486,281.56	28,388.77	0.00	0.00	16,086.86	0.00	13,690.45	4,423,737.21

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	8171333333	8171333709	Commercial	1,496.12	80.30	0.00	0.00	0.00	0.00	0.00	2,313.00
0501	Joplin	8279831111	8279831699	Commercial	1,529.47	80.30	0.00	0.00	0.00	0.00	0.00	2,369.00
0501	Joplin	8780371111	8780371157	Commercial	2,250.23	80.30	0.00	0.00	0.00	0.00	0.00	3,580.63
0501	Joplin	9044661111	9044661935	Commercial	2,172.55	80.30	0.00	0.00	0.00	0.00	0.00	3,450.00
0501	Joplin	9670322222	9670322877	Commercial	1,788.26	80.30	0.00	0.00	0.00	0.00	0.00	2,804.00
0501	Joplin	0374612222	0374612988	Commercial	2,165.69	80.28	0.00	0.00	0.00	0.00	0.00	3,438.94
0501	Joplin	2956121111	2956121658	Commercial	1,533.15	80.28	0.00	0.00	0.00	0.00	0.00	2,375.71
0501	Joplin	3087761111	3087761382	Commercial	2,837.16	80.28	0.00	0.00	0.00	0.00	0.00	4,567.56
0501	Joplin	5314661111	5314661253	Commercial	2,194.82	80.28	0.00	0.00	0.00	0.00	0.00	3,487.94
0501	Joplin	5338341111	5338341323	Commercial	1,834.60	80.28	0.00	0.00	0.00	0.00	0.00	2,882.39
0501	Joplin	5514151111	5514151762	Commercial	2,960.36	80.28	0.00	0.00	0.00	0.00	0.00	4,774.66
0501	Joplin	9220051111	9220051117	Commercial	2,138.36	80.28	0.00	0.00	0.00	0.00	0.00	3,393.00
0501	Joplin	1263171111	1263171417	Commercial	1,815.72	80.27	0.00	0.00	0.00	0.00	0.00	2,851.00
0501	Joplin	1704041111	1704041321	Commercial	1,440.32	80.27	0.00	0.00	0.00	0.00	0.00	2,220.00
0501	Joplin	6973131111	6973131867	Commercial	1,428.90	80.27	0.00	0.00	0.00	0.00	0.00	2,200.82
0501	Joplin	7438621111	7438621491	Commercial	1,740.16	80.27	0.00	0.00	0.00	0.00	0.00	2,724.00
0501	Joplin	0811812222	0811812104	Commercial	1,627.55	80.26	0.00	0.00	0.00	0.00	0.00	2,535.00
0501	Joplin	1485831111	1485831729	Commercial	1,337.23	80.26	0.00	0.00	0.00	0.00	0.00	2,047.00
0501	Joplin	1703471111	1703471608	Commercial	1,372.87	80.26	0.00	0.00	0.00	0.00	0.00	2,106.89
0501	Joplin	2215321111	2215321766	Commercial	1,503.81	80.26	0.00	0.00	0.00	0.00	0.00	2,327.00
0501	Joplin	3282361111	3282361363	Commercial	3,689.72	80.26	0.00	0.00	0.00	0.00	0.00	6,001.27
0501	Joplin	5470731111	5470731595	Commercial	2,196.89	80.26	0.00	0.00	0.00	0.00	0.00	3,492.00
0501	Joplin	6446731111	6446731222	Commercial	1,603.15	80.26	0.00	0.00	0.00	0.00	0.00	2,494.00
0501	Joplin	6792071111	6792071465	Commercial	1,462.76	80.26	0.00	0.00	0.00	0.00	0.00	2,258.00
0501	Joplin	1832731111	1832731033	Commercial	1,229.69	78.49	0.00	0.00	0.00	0.00	0.00	1,865.08
					486,281.56	28,388.77	0.00	0.00	16,086.86	0.00	13,690.45	4,423,737.21

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	0302321111	0302321829	Commercial	8,185.92	581.83	0.00	0.00	929.56	0.00	0.00	331,380.00
0501	Joplin	4330322222	5866450000	Commercial	5,003.68	456.20	0.00	0.00	2,143.46	0.00	0.00	245,990.00
0501	Joplin	7114831111	7114831940	Commercial	4,336.87	336.15	0.00	0.00	929.56	0.00	0.00	167,730.00
0501	Joplin	8673131111	8673131271	Commercial	3,736.96	297.86	0.00	0.00	929.56	0.00	0.00	185,450.00
0501	Joplin	9915941111	9915941526	Commercial	3,178.74	262.23	0.00	0.00	929.56	0.00	0.00	118,490.00
0501	Joplin	4971761111	4971761131	Commercial	2,458.33	216.24	0.00	0.00	929.56	0.00	0.00	87,860.00
0501	Joplin	9768571111	9768571123	Commercial	2,171.62	197.94	0.00	0.00	929.56	0.00	0.00	75,670.00
0501	Joplin	9789721111	9789721386	Commercial	2,426.86	154.90	0.00	0.00	0.00	0.00	0.00	47,000.00
0501	Joplin	5860121111	5860121891	Commercial	1,397.81	148.55	0.00	0.00	929.56	0.00	0.00	42,770.00
0501	Joplin	3390361111	3390361500	Commercial	1,313.84	143.19	0.00	0.00	929.56	0.00	0.00	39,200.00
0501	Joplin	1506451111	9192850000	Commercial	2,028.41	129.47	0.00	0.00	0.00	0.00	0.00	3,180.00
0501	Joplin	6538951111	6538951390	Commercial	776.97	108.92	0.00	0.00	929.56	0.00	0.00	21,010.00
0501	Joplin	4011561111	4011561773	Commercial	774.11	108.74	0.00	0.00	929.56	0.00	0.00	20,930.00
0501	Joplin	7717712222	7717712037	Commercial	1,329.35	84.85	0.00	0.00	0.00	0.00	0.00	10,430.00
0501	Joplin	8072351111	8072351626	Commercial	397.29	84.69	0.00	0.00	929.56	0.00	0.00	10,360.00
0501	Joplin	4282171111	4282171932	Commercial	383.75	83.82	0.00	0.00	929.56	0.00	0.00	9,980.00
0501	Joplin	5929122222	5929122907	Commercial	371.27	83.03	0.00	0.00	929.56	0.00	0.00	9,630.00
0501	Joplin	4640921111	4640921858	Commercial	365.21	82.64	0.00	0.00	929.56	0.00	0.00	9,460.00
0501	Joplin	0095051111	0095051827	Commercial	1,358.83	80.23	0.00	0.00	0.00	0.00	0.00	2,033.18
0501	Joplin	0273181111	0273181453	Commercial	2,322.88	80.23	0.00	0.00	0.00	0.00	0.00	3,614.00
0501	Joplin	0374612222	0374612988	Commercial	2,380.84	80.23	0.00	0.00	0.00	0.00	0.00	3,698.49
0501	Joplin	1485831111	1485831729	Commercial	1,313.19	80.23	0.00	0.00	0.00	0.00	0.00	1,939.00
0501	Joplin	1704041111	1704041321	Commercial	1,899.14	80.23	0.00	0.00	0.00	0.00	0.00	2,897.00
0501	Joplin	1858622222	1858622878	Commercial	1,443.09	80.23	0.00	0.00	0.00	0.00	0.00	2,173.00
0501	Joplin	2215321111	2215321766	Commercial	1,367.40	80.23	0.00	0.00	0.00	0.00	0.00	2,027.00
					199,128.45	12,936.92	0.00	0.00	16,086.86	0.00	4,466.55	1,657,796.01

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	3087761111	3087761382	Commercial	1,964.42	80.23	0.00	0.00	0.00	0.00	0.00	3,014.81
0501	Joplin	3282361111	3282361363	Commercial	1,618.80	80.23	0.00	0.00	0.00	0.00	0.00	2,435.20
0501	Joplin	3488412222	3488412395	Commercial	1,712.33	80.23	0.00	0.00	0.00	0.00	0.00	2,614.83
0501	Joplin	5338341111	5338341323	Commercial	1,291.40	80.23	0.00	0.00	0.00	0.00	0.00	1,915.28
0501	Joplin	5514151111	5514151762	Commercial	2,985.55	80.23	0.00	0.00	0.00	0.00	0.00	4,682.86
0501	Joplin	6446731111	6446731222	Commercial	1,404.36	80.23	0.00	0.00	0.00	0.00	0.00	2,087.00
0501	Joplin	6779612222	6779612740	Commercial	1,933.53	80.23	0.00	0.00	0.00	0.00	0.00	2,977.87
0501	Joplin	7438621111	7438621491	Commercial	1,529.23	80.23	0.00	0.00	0.00	0.00	0.00	2,295.00
0501	Joplin	9044661111	9044661935	Commercial	1,588.65	80.23	0.00	0.00	0.00	0.00	0.00	2,410.00
0501	Joplin	9670322222	9670322877	Commercial	1,371.16	80.23	0.00	0.00	0.00	0.00	0.00	2,055.00
0501	Joplin	3547741111	3547741168	Commercial	1,178.85	75.25	0.00	0.00	0.00	0.00	0.00	1,738.00
0501	Joplin	7540341111	7540341818	Commercial	1,148.25	73.29	0.00	0.00	0.00	0.00	0.00	5,350.00
0501	Joplin	5977061111	5977061717	Commercial	1,120.92	71.55	0.00	0.00	0.00	0.00	0.00	1,643.00
0501	Joplin	6792071111	6792071465	Commercial	1,111.17	70.93	0.00	0.00	0.00	0.00	0.00	1,611.00
0501	Joplin	1637321111	1637321432	Commercial	1,105.49	70.57	0.00	0.00	0.00	0.00	0.00	1,619.00
0501	Joplin	4844661111	4844661070	Commercial	1,104.40	70.49	0.00	0.00	0.00	0.00	0.00	4,120.00
0501	Joplin	0282531111	0282531195	Commercial	1,049.27	66.98	0.00	0.00	0.00	0.00	0.00	1,526.66
0501	Joplin	1263171111	1263171417	Commercial	1,035.79	66.12	0.00	0.00	0.00	0.00	0.00	1,492.00
0501	Joplin	1816161111	1816161479	Commercial	1,011.71	64.57	0.00	0.00	0.00	0.00	0.00	1,520.00
0501	Joplin	8171333333	8171333709	Commercial	998.34	63.73	0.00	0.00	0.00	0.00	0.00	1,442.00
0501	Joplin	7789671111	7789671589	Commercial	27.96	61.11	0.00	0.00	929.56	0.00	0.00	0.00
0501	Joplin	3371612222	3371612403	Commercial	940.98	60.06	0.00	0.00	0.00	0.00	0.00	1,349.00
0501	Joplin	9086541111	9086541963	Commercial	910.43	58.11	0.00	0.00	0.00	0.00	0.00	1,298.83
0501	Joplin	9220051111	9220051117	Commercial	895.16	57.14	0.00	0.00	0.00	0.00	0.00	1,268.00
0501	Joplin	8150181111	8150181407	Commercial	869.14	55.48	0.00	0.00	0.00	0.00	0.00	1,218.00
					199,128.45	12,936.92	0.00	0.00	16,086.86	0.00	4,466.55	1,657,796.01

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	0302321111	0302321829	Commercial	8,094.90	576.02	0.00	0.00	929.56	0.00	0.00	327,510.00
0501	Joplin	4330322222	5866450000	Commercial	4,643.68	433.22	0.00	0.00	2,143.46	0.00	0.00	227,990.00
0501	Joplin	7114831111	7114831940	Commercial	3,874.00	306.61	0.00	0.00	929.56	0.00	0.00	148,050.00
0501	Joplin	8673131111	8673131271	Commercial	3,461.36	280.27	0.00	0.00	929.56	0.00	0.00	171,670.00
0501	Joplin	1506451111	9192850000	Commercial	3,928.12	250.74	0.00	0.00	0.00	0.00	0.00	2,750.00
0501	Joplin	4971761111	4971761131	Commercial	2,687.65	230.88	0.00	0.00	929.56	0.00	0.00	7,933,010.00
0501	Joplin	9915941111	9915941526	Commercial	2,656.60	228.90	0.00	0.00	929.56	0.00	0.00	96,290.00
0501	Joplin	9768571111	9768571123	Commercial	2,015.68	187.99	0.00	0.00	929.56	0.00	0.00	3,272,560.00
0501	Joplin	5860121111	5860121891	Commercial	1,221.88	137.32	0.00	0.00	929.56	0.00	0.00	9,658,850.00
0501	Joplin	6538951111	6538951390	Commercial	1,197.18	135.74	0.00	0.00	929.56	0.00	0.00	34,240.00
0501	Joplin	3390361111	3390361500	Commercial	1,119.80	130.81	0.00	0.00	929.56	0.00	0.00	30,950.00
0501	Joplin	2768951111	2768951409	Commercial	1,913.31	122.13	0.00	0.00	0.00	0.00	0.00	2,753.00
0501	Joplin	4011561111	4011561773	Commercial	662.17	101.60	0.00	0.00	929.56	0.00	0.00	12,132,890.00
0501	Joplin	6779612222	6779612740	Commercial	1,466.26	93.59	0.00	0.00	0.00	0.00	0.00	2,018.45
0501	Joplin	8072351111	8072351626	Commercial	380.54	83.62	0.00	0.00	929.56	0.00	0.00	7,357,330.00
0501	Joplin	7717712222	7717712037	Commercial	1,307.96	83.48	0.00	0.00	0.00	0.00	0.00	9,830.00
0501	Joplin	5929122222	5929122907	Commercial	343.82	81.27	0.00	0.00	929.56	0.00	0.00	8,860.00
0501	Joplin	0273181111	0273181453	Commercial	1,863.71	80.23	0.00	0.00	0.00	0.00	0.00	2,867.00
0501	Joplin	0476261111	0476261909	Commercial	2,090.10	80.23	0.00	0.00	0.00	0.00	0.00	3,238.99
0501	Joplin	1485831111	1485831729	Commercial	1,269.76	80.23	0.00	0.00	0.00	0.00	0.00	1,891.00
0501	Joplin	1704041111	1704041321	Commercial	1,860.67	80.23	0.00	0.00	0.00	0.00	0.00	2,862.00
0501	Joplin	1914931111	1914931249	Commercial	1,611.76	80.23	0.00	0.00	0.00	0.00	0.00	2,453.00
0501	Joplin	3087761111	3087761382	Commercial	1,686.62	80.23	0.00	0.00	0.00	0.00	0.00	2,575.96
0501	Joplin	5338341111	5338341323	Commercial	1,383.68	80.23	0.00	0.00	0.00	0.00	0.00	2,078.22
0501	Joplin	5514151111	5514151762	Commercial	2,884.99	80.23	0.00	0.00	0.00	0.00	0.00	4,545.17
					191,746.85	12,549.18	0.00	0.00	16,086.86	0.00	4,798.98	68,085,870.10

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	6446731111	6446731222	Commercial	1,276.45	80.23	0.00	0.00	0.00	0.00	0.00	1,902.00
0501	Joplin	7438621111	7438621491	Commercial	1,491.28	80.23	0.00	0.00	0.00	0.00	0.00	2,255.00
0501	Joplin	9670322222	9670322877	Commercial	1,328.18	80.23	0.00	0.00	0.00	0.00	0.00	1,987.00
0501	Joplin	4282171111	4282171932	Commercial	295.34	78.18	0.00	0.00	929.56	0.00	0.00	10,021,080.00
0501	Joplin	4925541111	4925541599	Commercial	1,189.80	75.95	0.00	0.00	0.00	0.00	0.00	1,759.58
0501	Joplin	2215321111	2215321766	Commercial	1,060.42	67.69	0.00	0.00	0.00	0.00	0.00	1,547.00
0501	Joplin	8121741111	8121741907	Commercial	1,058.59	67.57	0.00	0.00	0.00	0.00	0.00	1,544.00
0501	Joplin	6792071111	6792071465	Commercial	1,042.15	66.52	0.00	0.00	0.00	0.00	0.00	1,517.00
0501	Joplin	7868631111	7868631389	Commercial	1,030.41	65.77	0.00	0.00	0.00	0.00	0.00	1,497.67
0501	Joplin	1637321111	1637321432	Commercial	1,025.73	65.47	0.00	0.00	0.00	0.00	0.00	1,490.00
0501	Joplin	0282531111	0282531195	Commercial	1,012.76	64.65	0.00	0.00	0.00	0.00	0.00	1,468.69
0501	Joplin	7540341111	7540341818	Commercial	1,005.29	64.16	0.00	0.00	0.00	0.00	0.00	1,340.00
0501	Joplin	1816161111	1816161479	Commercial	978.20	62.43	0.00	0.00	0.00	0.00	0.00	580.00
0501	Joplin	4844661111	4844661070	Commercial	966.43	61.68	0.00	0.00	0.00	0.00	0.00	250.00
0501	Joplin	7789671111	7789671589	Commercial	27.96	61.11	0.00	0.00	929.56	0.00	0.00	5,853,800.00
0501	Joplin	4640921111	4640921858	Commercial	278.58	59.52	0.00	0.00	929.56	0.00	0.00	2,836,710.00
0501	Joplin	9789721111	9789721386	Commercial	2,230.47	59.52	0.00	0.00	0.00	0.00	0.00	7,800,650.00
0501	Joplin	1776822222	1776822294	Commercial	932.00	59.49	0.00	0.00	0.00	0.00	0.00	1,336.00
0501	Joplin	0581151111	0581151025	Commercial	921.05	58.79	0.00	0.00	0.00	0.00	0.00	1,318.00
0501	Joplin	4563951111	4563951732	Commercial	826.12	52.73	0.00	0.00	0.00	0.00	0.00	1,162.04
0501	Joplin	8150181111	8150181407	Commercial	809.08	51.65	0.00	0.00	0.00	0.00	0.00	1,134.00
0501	Joplin	6381212222	6381212201	Commercial	808.47	51.61	0.00	0.00	0.00	0.00	0.00	1,133.00
0501	Joplin	5977061111	5977061717	Commercial	794.47	50.71	0.00	0.00	0.00	0.00	0.00	1,110.00
0501	Joplin	9086541111	9086541963	Commercial	755.89	48.25	0.00	0.00	0.00	0.00	0.00	1,046.59
0501	Joplin	7827061111	7827061334	Commercial	728.74	46.52	0.00	0.00	0.00	0.00	0.00	1,002.00
					191,746.85	12,549.18	0.00	0.00	16,086.86	0.00	4,798.98	68,085,870.10

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0501	Joplin	8476122222	8476122367	Commercial	737.87	47.10	0.00	0.00	0.00	0.00	0.00	1,017.00
0501	Joplin	2154751111	2154751009	Commercial	744.57	47.53	0.00	0.00	0.00	0.00	0.00	1,028.00
0501	Joplin	7868631111	7868631389	Commercial	760.46	48.54	0.00	0.00	0.00	0.00	0.00	1,054.06
0501	Joplin	6842122222	6842122453	Commercial	780.47	49.82	0.00	0.00	0.00	0.00	0.00	1,087.00
0501	Joplin	8529671111	8529671303	Commercial	793.26	50.64	0.00	0.00	0.00	0.00	0.00	1,108.00
0501	Joplin	4563951111	4563951732	Commercial	806.39	51.47	0.00	0.00	0.00	0.00	0.00	1,129.57
0501	Joplin	5977061111	5977061717	Commercial	836.46	53.39	0.00	0.00	0.00	0.00	0.00	1,179.00
0501	Joplin	7827061111	7827061334	Commercial	863.85	55.14	0.00	0.00	0.00	0.00	0.00	1,224.00
0501	Joplin	7693671111	7693671438	Commercial	870.54	55.57	0.00	0.00	0.00	0.00	0.00	1,235.00
0501	Joplin	6381212222	6381212201	Commercial	913.14	58.29	0.00	0.00	0.00	0.00	0.00	1,305.00
0501	Joplin	0581151111	0581151025	Commercial	955.13	60.97	0.00	0.00	0.00	0.00	0.00	1,374.00
0501	Joplin	9086541111	9086541963	Commercial	978.75	62.48	0.00	0.00	0.00	0.00	0.00	1,412.75
0501	Joplin	8150181111	8150181407	Commercial	1,006.86	64.27	0.00	0.00	0.00	0.00	0.00	1,459.00
0501	Joplin	1776822222	1776822294	Commercial	1,037.28	66.21	0.00	0.00	0.00	0.00	0.00	1,509.00
0501	Joplin	1637321111	1637321432	Commercial	1,120.66	71.53	0.00	0.00	0.00	0.00	0.00	1,646.00
0501	Joplin	5378081111	5378081784	Commercial	1,133.45	72.35	0.00	0.00	0.00	0.00	0.00	1,667.00
0501	Joplin	8121741111	8121741907	Commercial	1,142.57	72.93	0.00	0.00	0.00	0.00	0.00	1,682.00
0501	Joplin	2215321111	2215321766	Commercial	1,179.69	75.30	0.00	0.00	0.00	0.00	0.00	1,743.00
0501	Joplin	0282531111	0282531195	Commercial	1,202.15	76.74	0.00	0.00	0.00	0.00	0.00	1,779.92
0501	Joplin	4925541111	4925541599	Commercial	1,217.67	77.73	0.00	0.00	0.00	0.00	0.00	1,805.35
0501	Joplin	0476261111	0476261909	Commercial	1,867.67	80.23	0.00	0.00	0.00	0.00	0.00	2,873.51
0501	Joplin	1485831111	1485831729	Commercial	1,391.48	80.23	0.00	0.00	0.00	0.00	0.00	2,091.00
0501	Joplin	1704041111	1704041321	Commercial	2,217.90	80.23	0.00	0.00	0.00	0.00	0.00	3,449.00
0501	Joplin	1914931111	1914931249	Commercial	1,897.18	80.23	0.00	0.00	0.00	0.00	0.00	2,922.00
0501	Joplin	3087761111	3087761382	Commercial	2,119.92	80.23	0.00	0.00	0.00	0.00	0.00	3,287.97
					141,302.08	8,438.86	0.00	0.00	0.00	0.00	2,657.38	135,027.32

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0551	Joplin-Newton Co.	6477412222	6477412442	Commercial	6,544.02	477.03	0.00	0.00	929.56	0.00	0.00	139,070.00
0551	Joplin-Newton Co.	9426241111	9426241504	Commercial	6,869.26	438.46	0.00	0.00	0.00	0.00	0.00	125,410.00
0551	Joplin-Newton Co.	3681231111	3681231059	Commercial	4,661.68	297.55	0.00	0.00	0.00	0.00	0.00	75,510.00
0551	Joplin-Newton Co.	3468851111	3468851022	Commercial	1,918.46	122.45	0.00	0.00	0.00	0.00	0.00	705,190.00
0551	Joplin-Newton Co.	8589712222	8589712474	Commercial	414.59	85.79	0.00	0.00	929.56	0.00	0.00	6,860.00
0551	Joplin-Newton Co.	3384722222	3384722584	Commercial	2,135.69	80.30	0.00	0.00	0.00	0.00	0.00	3,388.00
0551	Joplin-Newton Co.	4380041111	4380041209	Commercial	1,758.21	80.28	0.00	0.00	0.00	0.00	0.00	2,753.97
0551	Joplin-Newton Co.	8212721111	8212721818	Commercial	2,596.69	80.28	0.00	0.00	0.00	0.00	0.00	4,163.42
0551	Joplin-Newton Co.	2231471111	2231471870	Commercial	1,930.96	80.26	0.00	0.00	0.00	0.00	0.00	3,045.04
0551	Joplin-Newton Co.	4079121111	4079121236	Commercial	2,097.54	80.26	0.00	0.00	0.00	0.00	0.00	3,325.00
0551	Joplin-Newton Co.	6111441111	6111441818	Commercial	1,462.11	80.26	0.00	0.00	0.00	0.00	0.00	2,256.91
0551	Joplin-Newton Co.	6680122222	6680122254	Commercial	1,946.30	80.26	0.00	0.00	0.00	0.00	0.00	3,070.78
0551	Joplin-Newton Co.	4751151111	4751151320	Commercial	1,659.79	80.24	0.00	0.00	0.00	0.00	0.00	2,579.32
0551	Joplin-Newton Co.	1614871111	1614871663	Commercial	1,647.31	80.08	0.00	0.00	0.00	0.00	0.00	3,121.00
0551	Joplin-Newton Co.	6823551111	6823551145	Commercial	1,124.33	71.77	0.00	0.00	0.00	0.00	0.00	1,688.00
0551	Joplin-Newton Co.	9729741111	9729741051	Commercial	1,082.09	69.07	0.00	0.00	0.00	0.00	0.00	1,617.00
0551	Joplin-Newton Co.	9689161111	9689161890	Commercial	1,068.21	68.19	0.00	0.00	0.00	0.00	0.00	1,594.81
0551	Joplin-Newton Co.	6298571111	6298571166	Commercial	1,025.49	65.46	0.00	0.00	0.00	0.00	0.00	1,523.00
0551	Joplin-Newton Co.	8198322222	8198322109	Commercial	1,004.09	64.09	0.00	0.00	0.00	0.00	0.00	1,487.00
0551	Joplin-Newton Co.	9993661111	9993661732	Commercial	973.28	62.13	0.00	0.00	0.00	0.00	0.00	1,430.00
0551	Joplin-Newton Co.	0131651111	0131651754	Commercial	957.08	61.09	0.00	0.00	0.00	0.00	0.00	1,408.00
0551	Joplin-Newton Co.	6395081111	6395081131	Commercial	841.95	53.74	0.00	0.00	0.00	0.00	0.00	1,210.17
0551	Joplin-Newton Co.	3539322222	3539322257	Commercial	830.35	53.00	0.00	0.00	0.00	0.00	0.00	1,195.00
0551	Joplin-Newton Co.	4801361111	4801361612	Commercial	830.35	53.00	0.00	0.00	0.00	0.00	0.00	1,195.00
0551	Joplin-Newton Co.	2622461111	2622461929	Commercial	812.51	51.87	0.00	0.00	0.00	0.00	0.00	1,165.00
					80,542.78	4,769.42	0.00	0.00	1,859.12	0.00	1,767.93	1,145,693.00

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0551	Joplin-Newton Co.	6477412222	6477412442	Commercial	3,516.96	283.82	0.00	0.00	929.56	0.00	0.00	132,870.00
0551	Joplin-Newton Co.	9426241111	9426241504	Commercial	3,725.16	237.77	0.00	0.00	0.00	0.00	0.00	102,200.00
0551	Joplin-Newton Co.	3681231111	3681231059	Commercial	2,877.97	183.70	0.00	0.00	0.00	0.00	0.00	66,180.00
0551	Joplin-Newton Co.	3468851111	3468851022	Commercial	1,520.43	97.04	0.00	0.00	0.00	0.00	0.00	15,790.00
0551	Joplin-Newton Co.	8589712222	8589712474	Commercial	563.07	95.27	0.00	0.00	929.56	0.00	0.00	15,010.00
0551	Joplin-Newton Co.	2231471111	2231471870	Commercial	1,504.86	80.23	0.00	0.00	0.00	0.00	0.00	2,250.19
0551	Joplin-Newton Co.	3384722222	3384722584	Commercial	1,561.27	80.23	0.00	0.00	0.00	0.00	0.00	2,367.00
0551	Joplin-Newton Co.	4079121111	4079121236	Commercial	1,647.01	80.23	0.00	0.00	0.00	0.00	0.00	2,481.00
0551	Joplin-Newton Co.	4751151111	4751151320	Commercial	1,590.05	80.23	0.00	0.00	0.00	0.00	0.00	2,387.89
0551	Joplin-Newton Co.	1614871111	1614871663	Commercial	1,519.16	80.07	0.00	0.00	0.00	0.00	0.00	2,584.00
0551	Joplin-Newton Co.	6111441111	6111441818	Commercial	1,146.35	73.17	0.00	0.00	0.00	0.00	0.00	1,668.05
0551	Joplin-Newton Co.	8212721111	8212721818	Commercial	1,069.49	68.27	0.00	0.00	0.00	0.00	0.00	1,552.74
0551	Joplin-Newton Co.	9689161111	9689161890	Commercial	969.03	61.86	0.00	0.00	0.00	0.00	0.00	1,380.20
0551	Joplin-Newton Co.	6298571111	6298571166	Commercial	948.59	60.55	0.00	0.00	0.00	0.00	0.00	1,347.00
0551	Joplin-Newton Co.	6823551111	6823551145	Commercial	915.38	58.43	0.00	0.00	0.00	0.00	0.00	1,307.00
0551	Joplin-Newton Co.	0131651111	0131651754	Commercial	862.97	55.09	0.00	0.00	0.00	0.00	0.00	1,208.00
0551	Joplin-Newton Co.	9729741111	9729741051	Commercial	850.18	54.27	0.00	0.00	0.00	0.00	0.00	1,200.00
0551	Joplin-Newton Co.	8198322222	8198322109	Commercial	842.66	53.79	0.00	0.00	0.00	0.00	0.00	1,175.00
0551	Joplin-Newton Co.	9782051111	9782051491	Commercial	812.03	51.83	0.00	0.00	0.00	0.00	0.00	1,125.00
0551	Joplin-Newton Co.	4801361111	4801361612	Commercial	792.16	50.57	0.00	0.00	0.00	0.00	0.00	1,093.00
0551	Joplin-Newton Co.	2622461111	2622461929	Commercial	788.45	50.33	0.00	0.00	0.00	0.00	0.00	1,087.00
0551	Joplin-Newton Co.	9993661111	9993661732	Commercial	762.74	48.69	0.00	0.00	0.00	0.00	0.00	1,045.00
0551	Joplin-Newton Co.	6680122222	6680122254	Commercial	758.11	48.39	0.00	0.00	0.00	0.00	0.00	1,037.77
0551	Joplin-Newton Co.	5688922222	5688922360	Commercial	753.35	48.09	0.00	0.00	0.00	0.00	0.00	1,030.00
0551	Joplin-Newton Co.	4380041111	4380041209	Commercial	743.29	47.45	0.00	0.00	0.00	0.00	0.00	1,019.86
					55,010.46	3,432.03	0.00	0.00	1,859.12	0.00	1,572.14	390,543.79

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0551	Joplin-Newton Co.	6477412222	6477412442	Commercial	3,806.49	302.30	0.00	0.00	929.56	0.00	0.00	145,180.00
0551	Joplin-Newton Co.	9426241111	9426241504	Commercial	3,386.95	216.18	0.00	0.00	0.00	0.00	0.00	87,820.00
0551	Joplin-Newton Co.	8589712222	8589712474	Commercial	641.14	100.25	0.00	0.00	929.56	0.00	0.00	17,200.00
0551	Joplin-Newton Co.	3468851111	3468851022	Commercial	1,436.30	91.67	0.00	0.00	0.00	0.00	0.00	11,628,190.00
0551	Joplin-Newton Co.	1614871111	1614871663	Commercial	1,397.16	89.18	0.00	0.00	0.00	0.00	0.00	2,285.00
0551	Joplin-Newton Co.	4079121111	4079121236	Commercial	1,496.14	80.23	0.00	0.00	0.00	0.00	0.00	2,263.00
0551	Joplin-Newton Co.	3384722222	3384722584	Commercial	1,240.54	79.19	0.00	0.00	0.00	0.00	0.00	1,843.00
0551	Joplin-Newton Co.	4751151111	4751151320	Commercial	1,121.81	71.61	0.00	0.00	0.00	0.00	0.00	1,647.90
0551	Joplin-Newton Co.	9782051111	9782051491	Commercial	1,116.40	71.26	0.00	0.00	0.00	0.00	0.00	1,639.00
0551	Joplin-Newton Co.	2231471111	2231471870	Commercial	1,072.77	68.48	0.00	0.00	0.00	0.00	0.00	1,567.30
0551	Joplin-Newton Co.	6111441111	6111441818	Commercial	956.96	61.08	0.00	0.00	0.00	0.00	0.00	1,376.98
0551	Joplin-Newton Co.	3681231111	3681231059	Commercial	2,526.58	59.52	0.00	0.00	0.00	0.00	0.00	6,633,500.00
0551	Joplin-Newton Co.	9689161111	9689161890	Commercial	913.75	58.33	0.00	0.00	0.00	0.00	0.00	1,305.95
0551	Joplin-Newton Co.	6823551111	6823551145	Commercial	848.63	54.17	0.00	0.00	0.00	0.00	0.00	1,199.00
0551	Joplin-Newton Co.	8198322222	8198322109	Commercial	838.29	53.51	0.00	0.00	0.00	0.00	0.00	1,182.00
0551	Joplin-Newton Co.	6298571111	6298571166	Commercial	828.54	52.89	0.00	0.00	0.00	0.00	0.00	1,166.00
0551	Joplin-Newton Co.	9993661111	9993661732	Commercial	809.68	51.68	0.00	0.00	0.00	0.00	0.00	1,135.00
0551	Joplin-Newton Co.	4801361111	4801361612	Commercial	754.91	48.19	0.00	0.00	0.00	0.00	0.00	1,045.00
0551	Joplin-Newton Co.	9729741111	9729741051	Commercial	745.78	47.61	0.00	0.00	0.00	0.00	0.00	1,030.00
0551	Joplin-Newton Co.	0131651111	0131651754	Commercial	723.27	46.17	0.00	0.00	0.00	0.00	0.00	993.00
0551	Joplin-Newton Co.	2622461111	2622461929	Commercial	603.99	38.55	0.00	0.00	0.00	0.00	0.00	797.00
0551	Joplin-Newton Co.	3539322222	3539322257	Commercial	591.21	37.74	0.00	0.00	0.00	0.00	0.00	776.00
0551	Joplin-Newton Co.	4008461111	4008461583	Commercial	582.69	37.20	0.00	0.00	0.00	0.00	0.00	762.00
0551	Joplin-Newton Co.	5688922222	5688922360	Commercial	549.83	35.10	0.00	0.00	0.00	0.00	0.00	708.00
0551	Joplin-Newton Co.	8212721111	8212721818	Commercial	537.30	34.30	0.00	0.00	0.00	0.00	0.00	687.37
					47,083.00	2,947.63	0.00	0.00	1,859.12	0.00	940.23	18,558,884.56

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Town Code	Town Name	Legacy Premise	CCnB Premise	Revenue Group	Net Revenue	Billed GRT	Refunds	GRT Refunds	GSIP Revenue	GSIP GRT	Exemptions	Sales Therms
0551	Joplin-Newton Co.	4079121111	4079121236	Commercial	1,830.23	80.23	0.00	0.00	0.00	0.00	0.00	2,812.00
0551	Joplin-Newton Co.	2231471111	2231471870	Commercial	1,160.63	74.08	0.00	0.00	0.00	0.00	0.00	1,711.71
0551	Joplin-Newton Co.	3384722222	3384722584	Commercial	1,126.74	71.92	0.00	0.00	0.00	0.00	0.00	1,656.00
0551	Joplin-Newton Co.	9782051111	9782051491	Commercial	1,096.32	69.98	0.00	0.00	0.00	0.00	0.00	1,606.00
0551	Joplin-Newton Co.	6111441111	6111441818	Commercial	1,023.72	65.35	0.00	0.00	0.00	0.00	0.00	1,486.69
0551	Joplin-Newton Co.	8198322222	8198322109	Commercial	985.56	62.91	0.00	0.00	0.00	0.00	0.00	1,424.00
0551	Joplin-Newton Co.	6298571111	6298571166	Commercial	930.79	59.41	0.00	0.00	0.00	0.00	0.00	1,334.00
0551	Joplin-Newton Co.	6823551111	6823551145	Commercial	925.31	59.06	0.00	0.00	0.00	0.00	0.00	1,325.00
0551	Joplin-Newton Co.	9689161111	9689161890	Commercial	914.96	58.40	0.00	0.00	0.00	0.00	0.00	1,307.99
0551	Joplin-Newton Co.	9729741111	9729741051	Commercial	855.33	54.60	0.00	0.00	0.00	0.00	0.00	1,210.00
0551	Joplin-Newton Co.	0131651111	0131651754	Commercial	825.50	52.69	0.00	0.00	0.00	0.00	0.00	1,161.00
0551	Joplin-Newton Co.	4801361111	4801361612	Commercial	823.68	52.58	0.00	0.00	0.00	0.00	0.00	1,158.00
0551	Joplin-Newton Co.	4751151111	4751151320	Commercial	822.04	52.47	0.00	0.00	0.00	0.00	0.00	1,155.32
0551	Joplin-Newton Co.	9993661111	9993661732	Commercial	737.87	47.10	0.00	0.00	0.00	0.00	0.00	1,017.00
0551	Joplin-Newton Co.	3539322222	3539322257	Commercial	699.53	44.65	0.00	0.00	0.00	0.00	0.00	954.00
0551	Joplin-Newton Co.	5688922222	5688922360	Commercial	680.06	43.41	0.00	0.00	0.00	0.00	0.00	922.00
0551	Joplin-Newton Co.	4008461111	4008461583	Commercial	603.39	38.52	0.00	0.00	0.00	0.00	0.00	796.00
0551	Joplin-Newton Co.	2622461111	2622461929	Commercial	579.65	37.00	0.00	0.00	0.00	0.00	0.00	757.00
0551	Joplin-Newton Co.	9433071111	9433071022	Commercial	518.24	33.08	0.00	0.00	0.00	0.00	0.00	824.00
0551	Joplin-Newton Co.	9269441111	9269441524	Commercial	490.09	31.29	0.00	0.00	0.00	0.00	0.00	776.00
0551	Joplin-Newton Co.	6680122222	6680122254	Commercial	434.38	27.73	0.00	0.00	0.00	0.00	0.00	518.32
0551	Joplin-Newton Co.	3241351111	3241351957	Commercial	432.22	27.59	0.00	0.00	0.00	0.00	0.00	677.29
0551	Joplin-Newton Co.	5280531111	5280531877	Commercial	427.93	27.32	0.00	0.00	0.00	0.00	0.00	670.00
0551	Joplin-Newton Co.	2663921111	2663921790	Commercial	392.16	25.03	0.00	0.00	0.00	0.00	0.00	609.00
0551	Joplin-Newton Co.	1850522222	1850522063	Commercial	335.87	21.44	0.00	0.00	0.00	0.00	0.00	513.00
					34,124.21	2,012.91	0.00	0.00	0.00	0.00	2,026.55	52,262.15

Back

CITY OF JOPLIN MISSOURI

Finance Department
602 S. Main Street
Joplin, MO 64801
(417) 624-0820
(417) 624-4620 (Fax)

February 26, 2019

Spire/Laclede/Missouri Gas Energy
Attn: Linda Idoll
700 Market Street
St. Louis, MO 63101

RE: Property Voluntarily Annexed into the City of Joplin

Linda:

The City of Joplin recently annexed some property into the City. The annexation was on a voluntary basis and has an effective date of March 10, 2019.

A certified copy of ordinance #2019-026, along with a map associated with the property is enclosed. The following 2 businesses are located on the property:

Midland Paper Company
2205 S. Prigmore Avenue, Suite 125
Joplin, MO 64804
Manager: Steve Robinson, 417-872-9900

Douglas Companies, Inc.
2205 S. Prigmore Avenue, Suite 1010
Joplin, MO 64804
Manager: Bobby Kennedy, 417-208-5516

The City Utility Franchise Fee will apply to this property location effective March 10, 2019.

Linda, if you need anything further or have any questions, please let me know. I can be reached at 624-0820, ext. 250. Thank you!

Sincerely,

Sherri McCulloch

Sherri McCulloch
Financial Analyst

Enclosures

Barbara Gollhofer, City Clerk
Roschelle Forsythe, Assistant City Clerk
602 S. Main Street
Joplin, Missouri 64801
(417)624-0820 Ext. 220 or 221

STATE OF MISSOURI)
) §
COUNTY OF JASPER)

I, Roschelle Forsythe, Assistant City Clerk in and for the City of Joplin, Jasper/Newton County, Missouri, do hereby certify that the preceding is a true and correct copy of Ordinance No. 2019-026 that was approved by the Joplin City Council on February 19, 2019, as same appears of record and on file in my office

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Joplin, Missouri, this 21st day of February 2019, as same appears of record and on file in my office.

Roschelle Forsythe

Roschelle Forsythe, Assistant City Clerk

COUNCIL BILL NO. 2019-251 **ORDINANCE NO.** 2019-026

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 5.5 acres, located at 2205 S. Prigmore Avenue, Joplin, MO., Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W-1/4) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN; THENCE NORTH 00'54'45" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 1,064.48 FEET; THENCE SOUTH 89'05'15" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190, THE POINT OF BEGINNING; THENCE NORTH 00'54'45" EAST , ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 609.96 FEET; THENCE SOUTH 89'04'46" EAST, LEAVING SAID RIGHT-OF-WAY, A DISTANCE OF 389.68 FEET; THENCE SOUTH 00'54'45" WEST, A DISTANCE OF 609.91 FEET; THENCE NORTH 89'05'15" WEST, A DISTANCE OF 389.68 FEET TO THE POINT OF BEGINNING. CONTAINING 5.46 ACRES, MORE OR LESS

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 10th day of March 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th day of February 2019, by a vote of 7-0-1. Absent: Colbert-Kean.

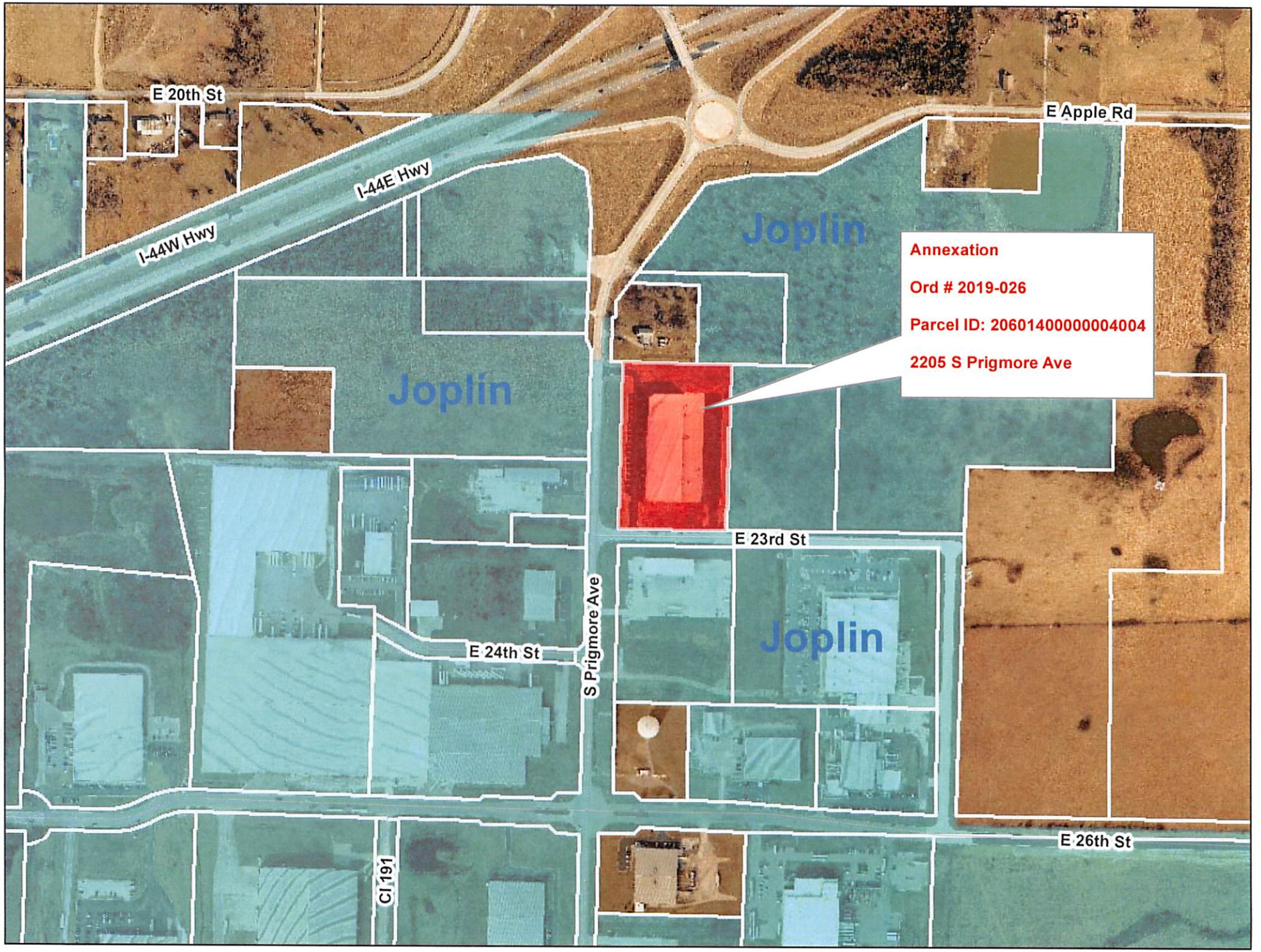
Gary L. Shaw, Mayor

ATTEST:

Barbara J. Golkofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney


E 20th St
E Apple Rd
I-44E Hwy
I-44W Hwy
Joplin
Annexation
Ord # 2019-026
Parcel ID: 20601400000004004
2205 S Prigmore Ave
Joplin
E 23rd St
S Prigmore Ave
Joplin
E 24th St
E 26th St
CI 191

DIVISION 3. - PUBLIC UTILITIES

FOOTNOTE(S):

--- (**6**) ---

Cross reference— Utilities generally, ch. 118. (Back)

Sec. 30-141. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross receipts means all moneys charged and collected by a public utility or derived from the distribution or sales of its services, including any fee imposed by section 30-143, before any deductions are made therefrom by the utility for any expenses or charges of any kind.

Public utility means any person furnishing exchange telephone service, water, electric energy, natural gas or any similar service, or community antenna television (also known as CATV), for compensation, to customers or users thereof within the present or future boundaries of the city by means of wires, poles or pipes laid along, under, across, over or through the streets of the city.

(Code 1977, § 19-41; Ord. No. 2006-042, § 1, 3-27-06 ; Ord. No. 2006-143, § 3, 9-5-06)

Cross reference— Definitions generally, § 1-2.

Sec. 30-142. - License required; submitting false application.

No person shall engage in business as a public utility in the city without first obtaining a license, or knowingly make a false statement in the application for such license.

(Code 1977, § 19-42)

Sec. 30-143. - License fee levied.

In addition to any other taxes, payments or requirements required by law, a quarter-annual license fee of six percent of the gross receipts of each public utility from the sale of its services to consumers within the present or future boundaries of the city shall be paid.

(Code 1977, § 19-43)

Sec. 30-144. - Computation of gross receipts.

The fee imposed by the provisions of this division shall be based upon the gross receipts of the public utility licensee for business conducted by it during the preceding period of three calendar months; provided that the amount to be computed for a utility's services shall not exceed the sum of $80.00 per month per each customer served by the utility, except that the monthly maximum shall be $100.00 per month for each customer of a water utility. On accounts where an additional amount is added for failure to make payment of any bill within a prescribed period, the license fee shall be based upon the total amount actually collected as a part of the gross receipts of the licensee.

(Code 1977, § 19-44)

Sec. 30-145. - Payment of license fee.

The license fee imposed by the provisions of this division shall be due and payable in advance to the director of finance of the city on or before January 30, April 30, July 30 and October 30, respectively, of each year.

(Code 1977, § 19-45)

Sec. 30-146. - Penalty on unpaid license fee.

For each and every month or part thereof any license tax due under this division remains unpaid after the tax becomes due and payable, there shall be added to such license tax, as a penalty for such delayed payment, ten percent of the amount of such license tax for the first month or part thereof the tax is unpaid, and for each and every month thereafter two percent of the amount of such license tax until the tax is fully paid.

(Code 1977, § 19-46)

Sec. 30-147. - Quarterly reports to director of finance.

Each public utility doing business under the provisions of this division shall make a true and faithful report under oath to the director of finance of the city, in such form as may be prescribed by the director of finance and containing such information as may be necessary to determine the amounts due under this division. Each fee so paid shall constitute payment for the three months of January, April, July and October respectively during which month such payment shall be due and payable as prescribed in this division; provided, however, that the acceptance of such fee shall not prejudice the right of the city to collect any additional fees thereafter found to be due.

(Code 1977, § 19-47)

Sec. 30-148. - Minimum annual license fee.

The minimum fee imposed by this division shall be $10,000.00 per year. If the fee, computed on a quarterly basis, does not equal such amount, adjustments shall be made at the end of the calendar year and an additional sum of money necessary to bring the annual fee to such sum shall be paid to the city.

(Code 1977, § 19-48)

Sec. 30-149. - Examination of books and records.

The director of finance and his assistants and any public accountants selected by the city council or by the director of finance shall have the right at all reasonable times during business hours to make such examination and inspection of the books of a licensee under this division as may be necessary to determine the correctness of the reports required by this division. The originals of all records, books, documents, accounts, contracts and vouchers showing accurately the true condition of the gross income and business of the licensee shall be kept in the licensee's office in the city; and the licensee shall not remove them from the city except when necessary for temporary use or when temporarily required to do so by legal process, and in any such case of temporary use or process they shall be promptly returned at the conclusion thereof to the office of the licensee.

(Code 1977, § 19-49)

Sec. 30-150. - Right to trim foliage.

Every person engaged in the business of furnishing exchange telephone service or electric energy in the city shall have the right to trim trees, brush or hedges upon and overhanging the streets, alleys, sidewalks and public places of the city, so as to prevent such foliage from coming in contact with telephone wires and cables.

(Code 1977, § 19-50)

Sec. 30-151. - Removal, raising or lowering of wires for purpose of moving buildings.

Every person engaged in the business of furnishing exchange telephone service or electric energy in the city, on the request of any person, shall remove or raise or lower his wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting such removal, raising or lowering, and payment in advance may be required. Not less than 48 hours' advance notice shall be given to arrange for such temporary wire changes.

(Code 1977, § 19-51)

Secs. 30-152—30-170. - Reserved.

COUNCIL BILL NO. 27468 ORDINANCE NO. 27024

AN ORDINANCE AMENDING ORDINANCE NO. 24481 PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, ON THE 5th DAY OF JUNE, 1961, AS AMENDED, RELATING TO THE LICENSING FEE IMPOSED ON COMPANIES SELLING NATURAL GAS IN JOPLIN BY CHANGING THE LICENSES FEE FROM SIX (6) PERCENT OF GROSS RECEIPTS TO FIVE (5) PERCENT OF GROSS RECEIPTS AND CONTAINING AN EMERGENCY CLAUSE.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the rate of license fee in Section 2 of Ordinance No. 24481 passed by the Council of the City of Joplin, Missouri, on the 5th day of June, 1961 of Ordinance No. 25682 passed on the 23rd day of June, 1967, and Ordinance No. 25900 passed on the 4th day of November, 1968, be amended to change the license fee from six (6) to five (5) percent of the Gross Receipts.

Section 2. The change of rate of license fee shall be for all billings of utility company on November 1, 1973 and thereafter.

Section 3. The adoption of this ordinance being necessary to fix the tax rate within the meaning of Section 2.12 (S) of the Home Rule Charter of the City of Joplin, it is hereby declared an emergency measure and as such shall take effect upon its passage.

PASSED BY THE COUNCIL of the City of Joplin, Missouri, this 15th day of October, 1973.

Lena B. Beal
Mayor

ATTEST:
Daisy Rayl
City Clerk

APPROVED AS TO FORM:
George C. Billingsley
City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, Daisy Royal, City Clerk in and for the City of Joplin, Jasper County, Missouri, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2 7 0 2 4 passed by the Council of the City of Joplin, Missouri on the 15th day of October, 1973, as same appears of record and on file in my office.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the Seal of the City of Joplin, Missouri, this the 17th day of October, 1973.

Daisy Royal
City Clerk

GAS

ORDINANCE NO. 75.

An Ordinance in Relation to Gas Works, and to Provide for the Lighting of the Streets, and Erecting Lamp Posts and Placing Lamps Thereon, in the City of Joplin, in the State of Missouri.

Whereas, C. E. Gray, Henry Flad and A. B. Bowman, of the City of Saint Louis and State of Missouri, propose to take the necessary steps to secure the construction of gas works in the City of Joplin by the organization of a local company or otherwise, if the city will grant and assure to them the necessary and proper rights, privileges and public patronage, and the citizens thereof will assure such enterprise fair and reasonable encouragement and patronage. Therefore, in order to render it possible for said Gray, Flad and Bowman to effect such a desirable result,
Be it Ordained by the Council of the City of Joplin, Missouri, as follows:

Sec. 1. Franchise; Conditions. That permission be and the same is here by given and granted unto C. E. Gray, Henry Flad and Albert B. Bowman, their heirs, associates, successors or assigns, to construct, complete and operate works for the manufacture, purification and distribution of illuminating gas in the city of Joplin, and the said Gray, Flad and Bowman, their heirs, associates, successors or assigns, are hereby authorized, permitted and vested with full and exclusive power and right to occupy and use the streets, lanes, avenues, alleys, public grounds and sidewalks in said city as it is now laid out or may be hereafter laid out, extended or enlarged for the purpose of laying down and repairing pipes for the conveyance of gas in and throughout the City of Joplin for the use of said city and the inhabitants thereof and of erecting lamp posts and placing lamps thereon; Provided, however, that the streets, lanes, avenues, alleys, public grounds and sidewalks shall not be continually obstructed, that they shall be repaired within a reasonable time and placed as near as practicable in as good a condition as before said pipes were laid down or repaired.

Sec. 2. Term of Franchise. That the City of Joplin shall and will abstain for a period of ten (10) years from and after the passage of this ordinance, from granting to any other person or persons, company or corporation the right or privilege to construct gas works in the City of Joplin or to lay gas pipes in any of the streets, lanes, avenues, alleys or public grounds thereof, or to light said city or any portion thereof with gas,

Sec. 3. Work to be Begun -- When. Time of Completion. That the grantees aforesaid shall themselves or by their legal representatives within ninety (90) days after the passage and publication of this ordinance commence the erection of said gas works, and within seven (7) months thereafter shall have said gas works completed and at least eight thousand (8,000) feet of main pipe laid, or forfeit all the rights and privileges granted by this ordinance.

Sec. 4. Price to Be Paid by City for Lights, Etc. That in consideration of the public and private benefit to be derived by the city and citizens of Joplin by the construction of said gas works, said City of Joplin, by its Mayor and common council promises, agrees and obligates itself to use and consume gas manufactured by the grantees aforesaid in at least thirty (30) street lamps, and in all the public offices and buildings under the control of said city where lights shall be used and in all public lamps that may be erected by or for said city along the lines of street main gas pipes for and during the period of ten (10) years from the completion of said gas works hereinbefore provided for, the public lamps to be lighted one-half hour after sunsets or one-half hour before moon sets, and to be extinguished one hour before sun rises or one-half hour after moon rises, if clear; that the terms or price to be paid by the said city for lighting, extinguishing, cleaning and repairing the said street lamps shall be at the rate of forty dollars ($40.00) each per annum, payable monthly in warrants of the city.

Sec. 5. Standard, Candle Power, and Price to Be Charged for gas. That the standard quality of gas to be supplied by the grantees aforesaid shall be of an illuminating power of not less than fourteen (14) standard candles. That the price to be charged to private consumers shall at no time exceed the rate of four dollars for one thousand cubic feet of the standard and quality aforesaid, and when the number of gas consumers shall reach two hundred (200) the price of gas shall not exceed three and 75-100 dollars for one thousand cubic feet of the standard and quality aforesaid. And when the number of gas consumers shall reach three hundred (300) the price shall not exceed three dollars and fifty cents for one thousand cubic feet of the standard and quality aforesaid, less a discount of twenty-five (25) cents per thousand feet for those whose gas bills exceed one thousand feet per month who pay their bills promptly upon presentation of same or within five days thereafter.

The said grantees shall provide a jet photometer for testing the candle power of the gas, and shall erect lamp posts and lanterns on streets occupied by the gas main pipe wherever ordered to by the city council, and shall make no charge for running service pipes from the street main pipe to the curbstone or gutter.

Sec. 6. Conflicting Ordinances Repealed. That all ordinances and parts of ordinances conflicting with the terms hereof are hereby repealed.

Sec. 7. To Take Effect; When; This ordinance shall take effect and be in force from and after its passage and publication.

Approved September 19, 1876.

Attest: I. W. DAVIS, City Clerk

F. L. THOMPSON, Mayor.

GAS (SWEETMAN FRANCHISE)

ORDINANCE NO. 1953.

An Ordinance Amending and Re-enacting as Amended Ordinance No. 1913, Approved April 11th, A.D. 1903, Entitled, "An Ordinance Authorizing M. M. Sweetman, His Successors and Assigns, to Construct, Acquire, Operate and Maintain Gas Works, Mains and Appurtenances in the Streets, Roads, Alleys and Public Grounds of the City of Joplin, Missouri, for the Purpose of Supplying Natural and Manufactured Gas to the City and Citizens Thereof, and Defining the Rights, Privileges and Power Thereunder", Striking Out and Repealing Section Nine (9) of Said Ordinance, and Enacting and Adding Thereto Four New Sections, to Be Known and Numbered as Sections Nine (9), Ten (10), Eleven (11) and Twelve (12) and also Providing for a Special Election to Submit to the Qualified Voters of the City of Joplin, Missouri, for their Consent the Proposition to Grant to the Said M. M. Sweetman, His Successors and Assigns, the Rights, Privileges, Franchises and Powers Herein Set Forth and Contained.

Be it ordained by the Council of the City of Joplin, Missouri, as follows:

(Original Ordinance here sets forth proposed amendments to ordinance No. 1913)

Sec. 1. Franchise Granted. That the said M. M. Sweetman, his successors and assigns, be and they are hereby authorized to construct, acquire, operate and maintain gas works in the City of Joplin, Missouri, and to manufacture, sell and supply gas to said city and the inhabitants thereof, and to sell and supply natural gas to the city and inhabitants thereof, and to lay, use and maintain pipes and mains with all necessary and proper attachments, connections and appurtenances below the surface of the streets, avenues, sidewalks, lanes, alleys and public grounds and on the bridges and viaducts in said city as the boundaries now are or may hereafter be for the supply and distribution of either natural or manufactured gas, and to excavate therefor, and for the same purpose to erect and maintain all necessary posts for

- **Sec. 40-346. - Gas businesses—Generally.**

(a)

Quarterly license fee imposed. Every gas company, and every corporation, company, association, joint stock company or association, partnership and person, and their lessees, trustees or receivers appointed by any court whatsoever, owning, operating, controlling a gas plant or system for the manufacture, distribution, sale or furnishing of gas, natural or manufactured, for light, heat, refrigeration or power, shall, in addition to all other taxes, payments or requirements now or hereafter required by law or city ordinance, pay to the city a quarter-annual license fee to be due and payable to the city treasurer on or before January 30, April 30, July 30 and October 30, respectively, of each year, based upon the business done during the preceding period of three calendar months ending, respectively, on December 31, March 31, June 30 and September 30. The amount of such quarterly license fee shall be a sum equal to six percent of the gross receipts derived from the sale of gas sold and delivered, during the preceding period of three months ending as stated in this subsection, to consumers within the city for all purposes whatsoever; provided, however, that from and after July 1, 1988, to and including April 30, 1993, the tax shall not be imposed on the gross receipts derived from sales of more than $1,750,000.00 in any quarter to any one user, except for sales to public utilities, which shall remain fully taxable. Effective May 1, 1993, and thereafter, the amount of such quarterly license fee shall be a sum equal to six percent of the gross receipts derived from the sale of gas sold and delivered, during the preceding period of three months ending as stated in this subsection, to consumers within the city for all purposes whatsoever; provided, however, that from and after May 1, 1993, such tax shall not be imposed on sales of more than 1,750,000 m.c.f. of gas, in any quarter to any one user, except for sales to public utilities, which shall remain fully taxable. Where an additional amount is added for failure to make payment of any gas bill within a prescribed period, the license fee shall be based on the total amount actually paid as part of the gross receipts of the licensee.

(b)

Reports by licensee. The licensee shall and he is hereby required to make true and faithful reports under oath to the director of finance and to the commissioner of revenue of the city, in such form as may be prescribed by the director of finance, and containing such information as may be necessary to determine the amounts to which the license tax shall apply, on or before January 30, April 30, July 30 and October 30 of each year, for all gross receipts for the three calendar months ending, respectively, on December 31, March 31, June 30 and September 30.

(c)

Payment of license fee. Each fee shall constitute payment for the three months beginning on January 1, April 1, July 1 and October 1, respectively, during which months such payment shall be due and payable as prescribed in this section; provided, however, that the acceptance of such fee shall not prejudice the right of the city to collect any additional fee thereafter found to be due.

(d)

Examination of records; audits. The city, the director of finance thereof and his assistants, and any public accountants selected by the city council or by the city manager, shall have the right, at all reasonable times during business hours, to make such examinations and inspections of the books of the licensee as may be necessary to determine the correctness of such reports; and the originals of all records, books, documents, accounts, contracts and vouchers, showing accurately the true condition of the gross income and business of the licensee, shall be kept in his office in the city. The licensee shall not remove such books, records and documents from the city except when necessary for temporary use or when temporarily required to do so by legal process, and in any such case of temporary use or process such books, records and documents shall be promptly returned at the conclusion thereof to the office of the licensee in the city. The city shall have the right, at its own expense, to employ the same accountants who make annual audit of the books,

records and accounts of the business of the licensee to audit, at the same time, its accounts and records and certify as to correctness of any payments due and payable by the licensee to the city.

(e)

Penalties for failure to file reports or pay tax when due. The penalties for failure to file on time any report or return required under this section or to pay on time the license fee or tax due under this section are as specified in section 40-12 of this chapter.

(Code of Gen. Ords. 1967, § 21.441; Ord. No. 35170, 4-19-68; Ord. No. 35605, 7-19-68; Ord. No. 36057, 11-15-68; Ord. No. 58047, 6-20-85; Ord. No. 61773, 11-24-87; Ord. No. 130044, § 6, 1-31-13)

Cross reference— Gas and oil, ch. 32.

- **Sec. 40-347. - Same—Emergency tax.**

(a)

Imposition; amount. Every gas company and every corporation, company, association, joint stock company or association, partnership and person, and their lessees, trustees or receivers appointed by any court whatsoever, owning, operating, managing or controlling a gas plant or system for the manufacture, distribution, sale or furnishing of gas, natural or manufactured, for light, heat, refrigeration or power, shall, in addition to all other taxes, payments or requirements now or hereafter required by law or city ordinance, pay an additional emergency license tax in a sum equal to three percent of the gross receipts derived from all residential sales per month in excess of $10.00 per month each residence, four percent of the gross receipts derived from commercial sales, and four percent of the first $725.00 per month of gross receipts derived from sales to each industrial user where the major use of such industrial user is to change raw or unfinished materials into other forms or products and not for space heating and lighting purposes within the city, such license tax to be payable monthly, the first payment being due and payable no later than June 30, 1981, and no later than the last day of each month thereafter, based on the prior month's gross receipts, but otherwise based on the same computations and subject to the same penalties as provided in section 40-346, so long as this section remains in effect.

(b)

Scope of section. No occupation license, however, shall be issued to any gas company until and unless such company shall have paid to the city the full amount of the normal license tax of six percent of the gross receipts of the licensee, under section 40-346, in addition to the emergency license tax imposed by this section.

(Code of Gen. Ords. 1967, § 21.442; Ord. No. 33850, 4-14-67; Ord. No. 36639, 4-18-69; Ord. No. 38106, 4-17-70; Ord. No. 39540, 4-16-71; Ord. No. 41069, 4-21-72; Ord. No. 42555, 4-19-73; Ord. No. 43975, 4-19-74; Ord. No. 45271, 4-18-75; Ord. No. 46455, 4-9-76; Ord. No. 47664, 4-15-77; Ord. No. 48986, 4-14-78; Ord. No. 52572, 4-10-81)

ORDINANCE NO. 100833

Granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, a non-exclusive 10-year franchise to operate a natural gas distribution plant and system.

WHEREAS, by Ordinance 000064, the Council of Kansas City granted a franchise to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, its successors and assigns, to supply, sell and furnish natural gas to Kansas City and its inhabitants for a period of ten years; and

WHEREAS, Missouri Gas Energy has requested a new franchise authorizing it to continue to provide natural gas service to Kansas City, Missouri and its inhabitants; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That by agreement of the City and Missouri Gas Energy, Ordinance No. 000064 is repealed, and a new franchise is enacted to read as follows:

FRANCHISE AGREEMENT
MISSOURI GAS ENERGY

Section 1. Definitions.

For the purpose of this Franchise, the following words and phrases shall have the meaning given in this Section 1. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" or "will" are mandatory and "may" is permissive. Words not defined in this Section 1 shall be given their common and ordinary meaning.

(A) "City" means the City of Kansas City, Missouri, a municipal corporation of the State of Missouri, and all of the territory within its present and future boundaries.

(B) "Company" means Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware, or any successor, transferee or assignee of Missouri Gas Energy approved pursuant to Section 5 herein, but does not mean any of Southern Union Company's other divisions, affiliates, or subsidiaries, or any owner thereof, or any other entity in which Southern Union Company or Missouri Gas Energy has an ownership interest.

(C) "Council" or "City Council" means the elected governing body of the City of Kansas City, Missouri.

(D) "Director of Public Works" means the Director of Public Works of Kansas City, Missouri or his/her designee, or a person designated by the Board of Parks and Recreation Commissioners to the extent that the Board of Parks and Recreation Commissioners has jurisdiction over the relevant activity or subject matter.

(E) "Facilities" means the existing or future mains, pipes and other parts of the Company's gas distribution system located within the City.

(F) "FERC" means the Federal Energy Regulatory Commission.

(G) "Franchise Administrator" means the City Manager of Kansas City, Missouri or his/her designee.

(H) "Missouri Commission" means the Public Service Commission of the State of Missouri.

(I) "Public Improvement" means the construction, reconstruction, removal, repair, vertical or horizontal adjustment, realignment, rehabilitation, grading, regrading, widening, paving or repaving, for a governmental purpose, by the City, its contractors or agents, of facilities owned by the City, including, but not limited to, any sidewalk, curb, curb inlet, street, avenue, boulevard, parkway, alley, highway, bridge, culvert, viaduct, tunnel, over or underpass, telephone line, telecommunication line, traffic signal, traffic signals' wires, streetlight pole, sanitary sewer, storm sewer, manhole, field inlet, pipe and any and all appurtenances thereto within any Public Right of Way owned or dedicated to the City.

(J) "Public Right of Way" means the surface, the air space above the surface, and the underground space and rights below the surface of any right of way and of any public street, and any avenue, boulevard, alley or public highway, lane, path, sidewalk, drive, tunnel, parkway, waterway or other public right of way and all property owned, controlled or leased by the City including public utility easements or rights of way in which the City has jurisdiction except those devoted to a single use such as water system or aviation easements obtained by the City solely for such special use, and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the City in which the City holds rights sufficient, without the consent of any other person, to permit the Company the use thereof for the purpose of installing or maintaining its Facilities. Notwithstanding the foregoing, "Public Right of Way" does not include any bridge or viaduct.

Section 2. Repeal of Existing Franchise.

Ordinance No. 000064, enacted February 10, 2000, entitled "Granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, a non-exclusive 10-year franchise to operate a natural gas distribution plant and system," and all amendments thereto and extensions and renewals thereof, are hereby repealed.

Section 3. Grant of Non-Exclusive Franchise.

(A) Authority to operate. Subject to the terms, conditions and provisions of this Franchise, the City hereby grants unto the Company the right, privilege and authority to continue to maintain and operate its Facilities in places lawful under Ordinance No. 000064 or any successor ordinance, and to construct, maintain and operate in the present and future Public Rights of Way, its Facilities, together with the right, privilege and authority to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of the City and consumers in the vicinity thereof; provided, however, that such rights, privileges and authority shall never be deemed to be exclusive to the Company, and the City reserves the right to grant a similar use of such Public Rights of Way to any person or corporation at any time during the term of this Franchise, provided that such grant does not materially interfere with the Company's physical ability to exercise the rights granted to it hereunder to lay and maintain its Facilities necessary to the sale, transportation and distribution of gas in and along the Public Rights of Way. Furthermore, such rights, privileges and authority shall be subject to the ordinances and other rules and regulations of the City, the Board of Parks and Recreation Commissioners, and any other proper entity, currently in effect and as may be properly amended or enacted from time to time.

(B) Bridges and viaducts. Except as provided in Section 4, the Company shall have no right to construct, operate and maintain its Facilities and additions and extensions thereto on the present and future bridges and viaducts in the City (including any renovation, rehabilitation, or widening of existing bridges and viaducts, and any construction of new bridges and viaducts) unless and until the Company applies for and obtains authorization

from the City for such activities. If necessary and appropriate, the City may authorize such activities on a case-by-case basis. The City and the Company recognize that such activities should generally be authorized so long as such activities, in the City's opinion, do not adversely affect the public health or safety, or the structural integrity and aesthetic qualities of the bridges and viaducts in the City. The Company shall not be permitted, without prior review and approval by the City, to change the size, shape or location of its existing Facilities on the bridges or viaducts. The City and the Company shall coordinate the mechanism and financial arrangements for the construction of the Company's Facilities on the bridges and viaducts in the City. The Company shall be responsible for all costs for the design and construction of its Facilities on the bridges and viaducts in the City, regardless of whether such Facilities are installed by the City's contractor or the Company's contractor. In the event that bridges or viaducts within the City are or will be owned and maintained by any federal, state or county governmental entity and such federal, state or county governmental entity imposes lawful occupancy, use or maintenance fees, or any requirement which differs from an equivalent City requirement, relating to the construction, operation and maintenance of the Company's Facilities and additions and extensions thereto, the Company shall hold the City harmless from such fees and requirements. All Facilities on the City's bridges and viaducts on the effective date of this ordinance shall be considered authorized under the terms of this section.

Section 4. Relations with the K.C. Terminal Railway Company.

(A) Continued use of facilities. Pursuant to the provisions of Ordinance No. 2336, known as the K.C. Terminal Railway Company franchise, approved July 7, 1909, and as the same has been amended, said K.C. Terminal Railway Company, in Sec. 21 thereof, granted to the City the right to permit others to use certain viaducts for carrying along or under the same, their pipes, conduits or wires for any public purposes under the conditions in said section provided.

(B) Company's obligations. In accordance with and subject to said Sec. 21, the Company shall have the right to continue to use such viaducts in order to operate, repair and maintain its Facilities now existing on such viaducts as heretofore authorized by the City as may be necessary in the conduct of its business provided that: (1) the Company shall replace such Facilities only with materials of similar size and shape unless otherwise authorized by the City pursuant to Section 3(B); (2) such viaducts are of sufficient strength to carry such Facilities; and (3) in the use of the viaducts the Company shall not materially interfere with the operations of the KC. Terminal Railway Company and shall keep such Facilities in good repair and free from defects in accordance with the provisions of the said Ordinance No. 2336 as amended.

(C) Non-interference. Nothing in this Franchise shall be construed as giving to the Company the right to control or interfere with the rights, privileges and franchises heretofore granted by the City to any other corporation or person for the use of the Public Rights of Way, bridges and viaducts of the City, nor shall anything in this Section 4 contained be construed as relieving the K. C. Terminal Railway Company from any obligation to the City or giving, granting or creating any new right to or for its benefit.

Section 5. Transfer of Franchise Rights and Obligations.

(A) Consent required. The Company shall not, without prior written approval by the Missouri Commission, sell, assign, transfer or convey in any manner this Franchise or any of the rights or privileges granted hereunder to another entity (including any successor or assign of the Company). No transfer of this franchise shall be deemed complete until the successor to MGE approved by the Missouri Public Service Commission executes in writing an assumption of the rights and responsibilities of this franchise.

(B) Continuation of franchise. This Franchise shall be binding on the successors and assigns of the City and of the Company subject to approvals set forth in Section 5 (A), except that this Franchise shall terminate if a sale, transfer, or assignment, as described in Section 5 (A), is not approved by the City and the Missouri Commission.

Section 6. Term of Franchise.

(A) Ten year term. This Franchise, and the rights, privileges and authority granted hereunder, upon receipt of all necessary approvals, shall be in force for a period of ten years from the effective date of this ordinance.

(B) Early termination. Notwithstanding the foregoing, this Franchise shall terminate at the time any of the following events occur:

(1) Mutual agreement. The City and the Company mutually agree to terminate the Franchise;

(2) Disapproval of transfer. The City and the Missouri Commission do not approve a sale, transfer or assignment of this Franchise as described in Section 5 herein; or

(3) Early termination - fifth year. The City or the Company terminates the Franchise, after providing six months' written notice to the other, at the fifth year after the effective date of the ordinance approving this Franchise.

Section 7. Changing Conditions.

(A) Renegotiation. The Company and the City recognize that many aspects of the gas utility business are currently the subject of discussion, examination and inquiry by different segments of industry and affected regulatory authorities and that these activities may result in fundamental changes in the way the Company conducts its business and meets its service obligations. In recognition of the present state of uncertainty respecting these matters, the Company and the City agree, on request of the other, to negotiate in good faith an amendment to this Franchise or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of such developments.

(B) Continuation of gas service. Without limiting the generality of the foregoing, if administrative or legislative changes are initiated which would allow the Company to discontinue service to any customer within the City for reasons other than a violation of the Company's rules and regulations as approved by the Missouri Commission, and such customer has no access to an alternative gas supplier, the Company and the City shall meet to negotiate in good faith to establish a means of preventing lapses in gas service to customers to which the Company plans to discontinue service. The Company and/or the City shall have the right to submit to mediation under Section 32 herein any issue that remains in dispute after such good faith negotiation efforts. In no event shall the Company unilaterally discontinue service to any person or entity within the City, including the City, which has no access to an alternative gas supplier and has not violated the Company's rules and regulations as approved by the Missouri Commission. In addition, the Company shall, upon request by the City, make a good faith effort to assist the City in obtaining alternative gas supply for such person or entity.

(C) Participation in restructuring proceedings. Unless otherwise specified in this Franchise, nothing in this Section 7 shall be construed to limit the right of the Company or the City to take or advance whatever position each may deem appropriate regarding changes to the gas utility business.

Section 8. Compatibility With Tariffs, Rules and Regulations.

(A) Supremacy of and compliance with Missouri Commission and FERC rules. The City and the Company recognize that the lawful provisions of any applicable (1) rules and regulations of the Missouri Commission and FERC and (2) schedules and tariffs of the Company approved by and in effect with the Missouri Commission and FERC, are controlling over any inconsistent provision in this Franchise dealing with the same subject matter. In the opinion of both the Company and the City, no provision of this Franchise is inconsistent with any of the lawful provisions of the Company's schedules and tariffs or with any lawful rule or requirement of the Missouri Commission or FERC in effect as of the date of execution of this Franchise. If the Missouri Commission or FERC makes any proposal which, in the City's opinion, would be inconsistent with any provision of this Franchise, the City may request the Company's opinion on the consistency of such proposal with the Franchise. The Company shall respond to such request in a timely manner. If the Company makes a good faith determination that such Missouri Commission or FERC proposal would be inconsistent with any provision of this Franchise, the Company shall, to the extent time permits, consult with the City before taking any formal position on such proposal, or if time does not permit, as soon as possible thereafter. If the Missouri Commission or FERC prescribes final rules or requirements so that the Company may not reasonably comply with both the provisions of this Franchise and the rule or requirement of the Missouri Commission or FERC, the Company shall comply with such rule or requirement instead of such provision of this Franchise.

(B) Filings of inconsistent matters; renegotiation. If, during the term of this Franchise, the Company shall file a schedule or tariff with the Missouri Commission or FERC which

conflicts with or is inconsistent with any portion of this Franchise, the Company shall contemporaneously provide a copy of such schedule or tariff to the City Attorney. The City and the Company recognize that such Company filings generally should not occur during the term of this Franchise. The Company shall promptly notify the City in writing of any such schedule or tariff which is approved by the Missouri Commission or FERC. The City may, within thirty (30) days after the City's receipt of such notification, inform the Company in writing that the City desires to commence negotiations to amend such portion of this Franchise in conflict with or inconsistent with such approved schedule or tariff. Within thirty (30) days after the Company's receipt of such written notice from the City, the Company shall, at a mutually agreeable time and place, commence such negotiations. The City and the Company shall thereafter conduct such negotiations at reasonable times, in good faith, and with due regard to all pertinent facts and circumstances.

Section 9. Most Favored Nation Provision.

(A)(1) Replacement of franchise by the City. Should the Company, during the term of this Franchise, accept or enter into with any other municipality within the Company's current service area, a franchise or contract with different terms, conditions or provisions than are included in this Franchise, the Company shall offer the City such franchise or contract which may be accepted by the City only in its entirety and become effective and binding on the parties once accepted by the City Council.

(2) Replacement of franchise by the Company. Should the City, during the term of this Franchise, accept or enter into with any other natural gas utility company a franchise or contract with different terms, conditions or provisions than are included in this Franchise, the City shall offer the Company such franchise or contract which may be accepted by the Company only in its entirety and become effective and binding on the parties once accepted by the Company.

(B) Consistent rates. Unless cost justified and to the extent not inconsistent with Missouri law, including lawful Missouri Commission rules or regulations or approved Company tariffs, the Company, during the term of this Franchise, shall not charge more for any service or supply provided within the City than for similar or identical service or supply provided to any other similarly situated customer or consumer of the Company in Missouri.

Section 10. Regulation by the City.

(A) Compliance with all local laws. In performing any activity set forth in this Franchise, the Company shall comply with all lawful City ordinances, codes, resolutions, regulations, standards, and procedures, including but not limited to those governing traffic control within the City and those established by the Board of Parks and Recreation Commissioners for property under its control, and all lawful state or federal laws, regulations or standards, as now or hereafter may exist.

(B) Exercise of City's police power. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions contained in this Franchise, such lawful Charter provisions, ordinances, regulations, standards, codes and procedures as may by the City be deemed necessary in the exercise of its police and franchise powers for the protection of the health, safety and welfare of its citizens. The Company shall, at all times during the term of this Franchise, be subject to and comply with such provisions, ordinances, regulations, standards, codes and procedures.

(C) Protection of Company. The City shall enact all needful and requisite ordinances to protect the Company and its Facilities from damages, impositions and frauds, and to prevent unnecessary waste of gas; and the Company shall have the power to make all reasonable, needful rules and regulations for the collection of its revenue, prevention of waste and the conducting and management of its business as it may, from time to time, deem necessary; provided, however, that the City shall incur no liability by any failure to enact any such ordinance, and the City does not hereby waive its police power or right of governmental control over the subject matter of this Franchise.

(D) Abandonment of regulation by the Missouri Commission. In the event that the Missouri Commission significantly reduces its regulation of or ceases to regulate any activity affecting any aspect of the Company's gas business within the City (including but not limited to rates for gas services, gas quality and pressure, metering, billing, gas shut-off's, repair and construction of the Company's Facilities, termination and reinstatement of service, gas for domestic and industrial purposes, transfer of the Company's Facilities, service during cold weather, affiliate relations, gas supply and distribution), the City shall, to the extent permitted by law, have the right to regulate any such Company activity.

Section 11. Payment of Fees to the City.

The Company agrees to pay any lawful fees imposed by current City ordinances and those enacted from time to time during the term of this Franchise. The Company further agrees to pay lawful fees imposed as a result of such ordinances being modified or amended, in whole or in part, by the City.

Section 12. Construction, Maintenance, Excavation and Restoration on Public Rights of Way.

(A) Permits. Whenever it becomes necessary for the Company to excavate in the Public Rights of Way in order to install, construct, repair, maintain, adjust, relocate or replace any of the Company's Facilities now located, or to be located on the Public Rights of Way, the Company shall first obtain all appropriate written permits from the City (such as excavation and traffic control permits) and pay any fees set forth in relevant City ordinances or other rules and regulations or in this Franchise. Excavation and traffic control permits issued under this Section 12 shall state the particular parts or points of the Public Rights of Way where excavations are made or to be made, and the length of time within which the Company shall be required to complete its work.

(B) Placement of facilities. All future Company Facilities shall be set so that, at the time such Facilities are installed, they will not interfere with any existing water mains or sewer mains or City telecommunication facilities, parks, trees and other landscape plantings, or any other municipal use of the Public Rights of Way; provided, however, that the City may, upon written application by the Company and for good cause shown, relieve the Company on a case-by-case basis of its obligations under this sentence. Additionally, in setting its Facilities, the Company shall make a reasonable attempt not to interfere with any existing facilities of entities lawfully occupying the Public Rights of Way. All such Company Facilities shall also interfere as little as practicable with ordinary travel of the Public Rights of Way.

(C) Emergency excavation. The Company may excavate in the Public Rights of Way prior to obtaining a permit therefor in emergency situations only; provided, however, that the Company shall report all such excavations to the Director of Public Works and apply for a permit on the next business day following commencement of each such excavation. For purposes of this Section 12(C), "emergency situations" are those where the health and safety of the citizens of the City are in imminent danger. The Company shall hold and save the City harmless from all loss and damage by reason of such emergency excavations as more fully provided elsewhere in Section 19 (A) of this Franchise.

(D) Restoration of sites. Within a reasonable time after the Company installs, constructs, repairs, maintains, adjusts, relocates or replaces its Facilities on the Public Rights of Way, the Company shall refill all trenches in which its Facilities are located in accordance with applicable City ordinances. The Company shall replace and restore, at no expense to the City, the City-owned pavement, sidewalks, curbs and grassed areas disturbed, destroyed or injured by such Company work with like materials and to at least their former condition. If such City-owned pavement, sidewalks, curbs or grassed areas shall have been laid under any guarantee for their maintenance and repair for a period of time, the Company shall also keep the restored pavement, sidewalks, curbs and grassed areas in repair for such period as specified on the permit issued to the Company as authorized or required by applicable City ordinance. The restoring of the pavement, sidewalks, curbs and grassed areas shall be subject to inspection by the Director of Public Works. After the restoration work has been completed, the Company shall promptly notify the Director of Public Works, in writing, that the same has been done. If, upon inspection, the Director of Public Works finds such work to be unsatisfactory, the Director of Public Works may condemn the same and the Company shall repair or replace the work at its cost within a reasonable amount of time as specified by the Director of Public Works; provided, however, that no such condemnation shall be made subsequent to the expiration of the Company's obligation to maintain the restored pavement, sidewalk, curb or grassed area as above provided. If the Company fails, neglects or refuses to refill such trenches and restore the City-owned pavement, sidewalks, curbs and grassed areas to at least their former condition within the time specified in applicable City ordinances, then, after providing 72 hours' notice to the Company, the City may do all of such work at the cost and expense of the Company, for which the Company shall reimburse the City within a reasonable amount of time after the

presentation of a bill therefor by the City. The City shall grant any request by the Company to extend the time to restore the City-owned pavement, sidewalk, curb or grassed area if the City determines that performance by the Company within the permitted time was rendered impossible because of events which were beyond reasonable control of the Company. Such extension shall be for the shortest period necessary to complete the restoration.

(E) Scope of excavation. The Company shall not open or encumber, at any one time, any more of the Public Rights of Way than may, in the opinion of the Director of Public Works, be reasonably necessary to enable it to proceed with advantage in laying or repairing its Facilities nor shall it permit any such Public Right of Way so opened or encumbered by it in the installation, construction or repair of its Facilities to remain open or encumbered for a longer period of time than shall, in the opinion of the Director of Public Works, be reasonably necessary. In all cases where any such Public Right of Way shall be excavated or encumbered by the Company, it shall take all precautions for the protection of the public, usual in such circumstances, and as may be required by general ordinances of the City, and the Company shall be solely responsible for all damages to persons and property on account of performing the aforesaid work in the Public Rights of Way.

(F) Advance notice. In order to avoid unnecessary and costly delays and to permit the Company to complete its relocation activities, the City shall provide to the Company reasonable advance notice of the City's projects, and the Company shall prepare, complete and provide to the City the Company's design for any activity described in this Section 12 prior to or concurrently with the completion of the design of the relevant project of the City. The Company shall complete its relocation activities no later than the time when the City's contractor begins to work on the relevant City project, unless prior mutual arrangements are made that allow the Company to work on its relocation activities concurrently with the City's contractor.

(G) Improvements in the Public Right of Way. Whenever the City shall engage in a Public Improvement project or authorize by ordinance any Public Improvement project in a Public Right of Way in, along or across which the Company shall have installed any of its Facilities, it shall be the duty of the City to provide reasonable advance notice to the Company and to provide such plans as the Company may reasonably require. The Company shall, at no expense to the City, change or relocate the appropriate part of its Facilities so as to conform to the Public Improvement project upon a request therefor, from the Director of Public Works, to do so; provided, however, that the Company shall not be required by the Director of Public Works to change or relocate its Facilities at the Company's expense more often than once in three years at any given location so as to conform to the Public Improvement project. It shall be the further responsibility of the Company to promptly review all Public Improvement projects submitted to it by the Director of Public Works for such review and to notify the Director of Public Works of all alterations of the Company's Facilities which will be occasioned by the proposed Public Improvement project. Upon the Company's request, the City shall make reasonable efforts to establish on-site reference points that identify the Public Right of

Way from which the Company may locate its Facilities. Upon reasonable notification by the Director of Public Works of the timing of the Public Improvement project, the Company shall use all commercially reasonable efforts to make and complete the required alteration of its Facilities prior to the commencement of the project.

(H) Subordination to City's use of easements. The Company's right to use its private and public easements shall be subordinated to the City's use of such easements, without causing delay to the City's project schedule. Nothing in this Section 12(H) shall be construed to affect the Company's ability to seek compensation for moving its Facilities located in private easements.

(I) Responsible persons. Within five days after the effective date of this Franchise, the Company shall provide to the City the name, address, phone and facsimile numbers of the person within the Company responsible for addressing and responding to any questions and complaints that the City may have in relation to excavation permits and traffic control permits.

(J) Coordination of projects. In performing any activities described in this Section 12, the Company shall coordinate with other utilities or other governmental or private entities engaged in the construction, excavation, installation, maintenance, renovation, repair, adjustment, restoration, relocation and replacement of utility facilities, so that as many of the activities are undertaken and completed as part of the same project as practicable.

Section 13. Joint Operating Committee.

The City and the Company shall each appoint four voting representatives and may appoint non-voting representatives as appropriate to a Joint Operating Committee ("JOC") which shall provide a forum for communication between the parties. The City shall provide representatives from at least the Parks and Recreation Department and the Public Works Department. The City and the Company shall provide a representative familiar with and authorized to discuss property damage claims asserted either by the City or the Company, consistent with the requirements of Section 17(c) and Section 18. The Company shall provide at least one representative authorized to speak for the Company on matters affecting trees. The JOC shall have a chairperson who will be appointed by the City and shall serve as a non-voting member of the JOC. Such chairperson shall be responsible for development of the agenda, establishment of meeting times, and coordination of meetings. The JOC shall meet at least quarterly or sooner at the request of either party to address issues concerning all construction, excavation, installation, maintenance, renovation, repair, adjustment, restoration, relocation and replacement projects proposed by the Company within the City that may affect the City's property, and all such projects proposed and made known by the City to the Company that may affect the Company's Facilities.

Section 14. Horticultural Projects.

(A) Coordination of planning and projects. The Company recognizes the impact on the aesthetic and environmental benefits of trees when it excavates in the Public Rights of Way in order to install, construct, repair, maintain, adjust, relocate or replace any of the Company's Facilities now located, or to be located on such Public Rights of Way. The City recognizes the additional future costs that may be imposed on the Company by planting trees near the Company's Facilities. The Company and the City therefore agree, through the JOC, to develop close cooperation between the Company and the City in matters that may affect the horticultural operations of the City and the Company's natural gas operations. The JOC shall establish direct lines of communication between the relevant City and Company officials authorized to deal with matters affecting trees located within the Public Rights of Way. The Company shall notify the City's representatives on the JOC, and receive comments from the City, prior to finalization of the Company's tree plan for an area. The City will notify the Company, and receive comments from the Company, prior to finalization of the City's commitment to plant trees in the Public Rights of Way, which may have an impact on the Company's Facilities.

(B) Boring and micro tunneling. The Company recognizes that trees and other landscape plantings need to be protected from any physical injury caused by the Company's activities involving its Facilities, and that open excavation in tree root zones may cause irreparable damage to trees and other landscape plantings. Accordingly, to the extent that the Company engages in activities which may affect the root zone, the Company shall use boring and micro tunneling. If the Company demonstrates that it is economically prohibitive or technically infeasible to do so, the City may grant an exception to the requirement that the Company use boring and micro tunneling.

(C) Removal and replacement of trees. The Company shall remove and replace, at its expense, all trees which die or are significantly damaged as a result of the Company's activities, as mutually determined by the City Forester and the Company's authorized representative, for a period of two years from the completion of such activities. The Company shall remove such dead or damaged trees within thirty days from the date of notification by the City, and replace such trees with trees of the same or similar species and size, but in no case less than 2" caliper or more than 5" caliper. All replacement trees shall meet the standards of the American Association of Nurserymen. The City shall determine the size, species and location of replacement trees. The Company shall plant the replacement trees in the next appropriate planting time after removal, as determined by the City. All replacement trees shall have a one year warranty and shall be watered by the Company throughout the warranty period to ensure establishment. Nothing in this Section 14 shall be construed to waive any right or power of the City, including the Board of Parks and Recreation Commissioners, to file any claim or otherwise seek compensation against the Company for its failure to comply with or fulfill any obligation set forth in this Section 14.

Section 15. Location of Company Facilities.

The Company shall promptly, upon requests from time to time made by the Director of Public Works, provide to the Director plats of its Facilities located in the areas of the City designated in the requests and shall, upon request, provide such assistance as may reasonably be necessary in physically locating the Facilities.

Section 16. Reportable Incidents and Service Interruptions.

(A) Reports to the City. If the Company notifies the Missouri Commission of any reportable incidents as required by applicable Missouri Commission regulations or the Company's schedules and tariffs, the Company shall contemporaneously notify the City of any such reportable incidents.

(B) Notification of interrupted service. The Company shall make a good faith effort to notify potentially affected customers prior to performing any work on its Facilities that may result in an interruption of gas service to customers in the City.

Section 17. Damages to Property.

(A) Company damage to City's facilities. In the construction, maintenance, operation, installation, excavation, renovation, repair, adjustment, restoration, relocation and replacement of its Facilities, the Company shall use all necessary care to avoid doing or permitting to be done any damage to the water pipes, sewers, conduits or any property of the City or to trees along the Public Rights of Way and shall use all reasonable care to avoid injury to the property of any person or corporation. If the Company shall in such work do, or permit to be done, any such damage, the Company shall promptly notify the City of such damage and promptly restore the property so damaged to the condition in which it was before being damaged, or pay just compensation therefor, and shall also be liable for any other damages which may result because of such damage to the City; provided, however, that with respect to horticultural projects, the Company's obligation and liability shall be as set forth in Section 14. Furthermore, to effectuate prompt resolution of claims, the City will promptly notify the Company of damage to the City's facilities believed to be caused by the Company.

(B) City damage to Company's facilities. In the construction, maintenance, operation, installation, excavation, renovation, repair, adjustment, restoration, relocation and replacement of its facilities, the City shall use all necessary care to avoid doing or permitting to be done any damage to the Facilities of the Company and shall use all reasonable care to avoid injury to the property of any person or corporation. If the City shall in such work do, or permit to be done, any such damage, the City shall promptly notify the Company of such damage and promptly restore the property so damaged to the condition in which it was before being damaged, or pay just compensation therefor, and shall also be liable for any other damages which may result because of such damage to the Company. Furthermore, to effectuate prompt resolution of claims, the Company will

promptly notify the City of damage to the Company's Facilities believed to be caused by the City.

(C) Consideration of claim by JOC. If requested by the City or Company, a claim may be presented to the JOC for an initial consideration of the propriety of paying such claim within the City's and Company's procedures.

Section 18. Claims.

The parties are currently investigating and negotiating claims for damage to property of the City and Company. The City and Company agree to use their best efforts to resolve all outstanding claims within 90 days of the effective date of this ordinance. The City and Company understand that resolution of a claim may include not only payment of all or part of the value of the damage claimed to have been caused by the other party agreed to by each party, but a final determination to reject responsibility for the claimed damage. It is the intention of this provision to bring the negotiations between the City and Company on outstanding claims issues to a conclusion. Neither the City nor the Company waive their rights to any legal recourse available to them for payment of a disputed claim.

Section 19. Indemnity.

(A) Company's indemnity of City. The Company shall, at all times and under all circumstances, indemnify, hold and save harmless the City from each and all lawsuits, actions, liability, damage, injury, claims, demands, judgments, losses, costs or expenses, relating to or arising out of or occasioned by reason of, either directly or indirectly, any act, or failure to act, of the Company, its officers, agents, servants and employees, contractors and subcontractors, with respect to the operations of the Company within the City and the exercise by the Company of the rights and privileges under this Franchise. If the City is sued in any court by any person, firm, association, company or corporation to recover damages for injuries to persons or property on account of the operations of the Company within the City and the exercise by the Company of the rights and privileges under this Franchise, the Company shall be made a party to and defend all such suits and pay the final judgments, if any, resulting therefrom.

(B) City's indemnity of Company. The City shall indemnify, defend, become responsible for and forever hold harmless the Company, its officers, agents and employees from and against all suits, actions, reasonable attorneys' fees, costs, claims, of any character brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, or property arising out of or resulting from any negligent act, error, or omission, or intentional act of the City or its agents of employees in the public streets, highways or public property of the City.

Section 20. Insurance.

(A) Insurance required for Company and City. The Company shall be insured by a company approved by the City to cover and protect the Company and the City, as an

additional insured, from and against all claims, demands, actions, lawsuits, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of loss, injury or damage to the City, its property or employees or to other persons or their property, in the minimum amounts of: (1) one million dollars for property damage for any one claimant; (2) three million dollars for property damage in any one accident; (3) one million dollars for personal bodily injury or death to any one person or individual; and (4) three million dollars for personal bodily injury or death in any one accident. Notwithstanding anything to the contrary contained herein, Company may self-insure the foregoing. Should the General Assembly or the courts of the State of Missouri or the Director of Missouri's Department of Insurance pursuant to authority granted him modify the rule of sovereign immunity by increasing the potential liability of the City beyond these amounts, upon notice from the City, the Company shall provide liability insurance which will meet or exceed those new amounts.

(B) Annual certificate of insurance. The Company shall annually submit a certificate of insurance to the City confirming that a satisfactory policy is in effect, which policy shall be renewed on its anniversary throughout the term of this Franchise. The policy shall contain a separate endorsement requiring the insurance company to notify the City in writing of any change in, or cancellation of, the policy at least ten days prior to any change or cancellation.

Section 21. Bankruptcy.

In addition to all other rights, powers and remedies available to the City, the City shall have the separate and distinct right to revoke this Franchise and all the rights, authority, power, privileges and permissions granted to the Company under this Franchise, if the Company is adjudged to be bankrupt. However, should the City be prohibited from revoking this Franchise due to the Company's bankruptcy, the Company shall, as a means of assuring future payments of franchise fees and assuring future compliance with all other requirements of this Franchise, provide to the City within 30 days of an order of a court of competent jurisdiction adjudging the Company to be bankrupt and entitled to the protection of state or federal bankruptcy laws, a bond in the amount of the franchise fees paid by the Company to the City the previous year.

Section 22. Rates.

(A) Compliance with rate orders. All rates established and charges made by the Company for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Missouri Commission or other competent regulatory body having jurisdiction in the premises; provided, however, that nothing contained herein shall be construed as waiving the rights of either the City or the Company to a review in the courts in such manner as is now or may hereafter be provided by law of any findings or order of the Missouri Commission.

(B) Notice to City of rates. The Company shall provide to the Franchise Administrator complete schedules of its current and future rates and rules and regulations as filed with the Missouri Commission.

(C) Separate rate agreement. The Company and the City shall negotiate in good faith rates for gas services provided by the Company to the City with the intent to enter into a separate rate agreement for approval by the Missouri Commission which uses a rate design agreed to by the City, and contains appropriate aggregation provisions. Nothing in this Section 22(C) shall be construed to require the execution of a rate agreement for gas services as a result of such negotiation.

Section 23. Equal Employment Opportunity.

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall post on its premises at its office or offices of employment within the City a notice or notices stating that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

Section 24. Affirmative Action Plans.

Within 10 days after the effective date of this Franchise and from time to time as appropriate or whenever requested by the City, the Company shall provide to the City any and all plans relating to the Company's efforts to promote and expand employment opportunities for minorities and women within the Company.

Section 25. Weatherization Program.

To the extent not inconsistent with relevant Missouri Commission requirements, the Company shall contribute $551,448 annually to the City for the implementation of the weatherization program for low-income customers so long as the Missouri Commission will include a $551,448 amount specifically for the program in the rate level authorized for the Company. The terms and conditions of the weatherization program shall be as provided by the Missouri Commission or as agreed to by the Company and City if the Missouri Commission does not establish the specific elements of the program.

Section 26. Compliance with Air, Water and Noise Pollution Laws.

The Company shall take measures which will result in its Facilities and operations meeting the standards imposed by applicable city, county, state, and federal air, water and noise pollution laws and regulations, and laws and regulations governing the transportation of hazardous materials. Upon the City's request, the Company will respond to the City's reasonable questions regarding such measures.

Section 27. Toll-Free Number for Emergencies.

Within five days after the effective date of this Franchise, the Company shall establish a twenty-four hour toll free number to respond to emergency concerns (such as gas leaks) raised by its customers. Such toll free number shall be separate and distinct from the Company's telephone number for non-emergency matters (such as billing questions), and shall be listed in the local telephone directories and stated prominently on the Company's customer bills. The Company shall notify the City's Fire Department immediately upon receipt of all such emergency calls.

Section 28. Technological Improvements.

The Company shall use reasonable efforts to incorporate and install technological advances into its equipment, administration and service, as well as into its conservation programs, when such advances have been shown to be technically and economically feasible and safe and beneficial.

Section 29. Oversight.

(A) Franchise Administrator. The Franchise Administrator is hereby designated the official of the City having full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Franchise and to investigate any alleged violations or failures of the Company to comply with the provisions hereof, or to adequately and fully discharge its responsibilities and obligations hereunder. The failure or omission of the Franchise Administrator to so act shall not constitute any waiver or estoppel, nor limit independent action by other City officials.

(B) Company's cooperation with Franchise Administrator. In order to facilitate such duties of the Franchise Administrator, the Company agrees:

(1) Access to records. To grant, upon reasonable prior notice, the Franchise Administrator reasonable access to the books and financial and technical records of the Company, insofar as they relate to any matters covered by this Franchise, including but not limited to contracts and documents relating directly or indirectly to the volumes and revenues of gas transported and/or sold by the Company to customers located within the City. The Company shall keep its books and records in accordance with such relevant standards as may from time to time be prescribed by the Missouri Commission or other regulatory body.

(2) Access to reports. To provide, upon the City's request, available reports containing or based on information available from the Company's books and records, and to grant the Franchise Administrator reasonable access to such reports. Such reports shall include, but are not limited to, the following types of reports:

(a) Company's real property. A list of all real property and leasehold interests in real property owned by the Company within the municipal boundaries of the City. Upon request by the City, such list shall include

the legal description and land area of each listed property and shall be accompanied by a map showing the location of each listed property;

(b) Capital improvement plans. Short-term (three years or less) and long-term (over three years) plans for all capital improvements, construction, and excavation within the City or affecting service to the City and its residents; and

(c) Map of facilities. A map indicating the location of the Company's gas distribution facilities within and contiguous to the City.

(d) Proprietary reports. The Company may identify any or all such reports, as appropriate, as proprietary documents not subject to public disclosure under the Missouri Sunshine laws and regulations. The City will promptly inform the Company of any third-party request for Company documents in the possession of the City. The Company shall intervene in support of the City in any action seeking disclosure of such reports if the Company claims the documents are not subject to disclosure.

(3) Annual review or method of billing the City. To meet with the Franchise Administrator at least annually for the purpose of reviewing, implementing, and/or modifying procedures and methods for the efficient processing of computerized bills rendered by the Company to the City.

(4) Annual review of cooperative efforts. To meet with the Franchise Administrator at least annually to share information useful in coordinating the management, operation and maintenance of the Facilities of the Company and the operations and property of the City.

(5) Missouri Commission and FERC filings provided to City. To provide the City Attorney or his/her designee, upon the City's request, with contemporaneous copies of all filings which the Company makes with the Missouri Commission and FERC, including, but not limited to, its annual report, all advice letters and applications, together with supporting testimony and exhibits. In addition, if the City intervenes in a proceeding before the Missouri Commission or FERC, the Company, upon the City's request, shall provide the City Attorney and his/her designee with prompt access to all documents provided to other parties in connection with such proceeding. The City Attorney or his/her designee may, where appropriate and necessary, and subject to the rules and regulations of the Missouri Commission and FERC, intervene and participate as a party in any proceeding affecting the Company's rates or service and any subsequent litigation.

(C) Limitation on access. Nothing in this Section 29 requires the Company to provide to the City access to any books, records and reports which are not pertinent to the City's performance of auditing activities under this Franchise.

Section 30. Independent Contractors.

(A) Notification to City. The Company shall cooperate with the City by informing the commissioner of revenue of the names, addresses, and federal identification numbers of its independent contractors and subcontractors utilized in the building, upgrading, operation or maintenance of the Company's Facilities. However, the Company shall not be obligated to make a study of the projects on which the contractor has worked within the City provided that the Company allows the City access to pertinent information relating to such contractors within the Company's possession.

(B) Notification of tax responsibilities. The Company shall inform its independent contractors and subcontractors of their obligation to follow all applicable laws, including the payment of the City's earnings tax or net profits tax.

Section 31. Failure to Comply.

(A) Compliance by Company. In the event that the Company fails, neglects or refuses to comply with any provision of this Franchise, including but not limited to any specific time limit or deadline set forth in this Franchise, the City shall so notify the Company and the Company shall remedy such failure, neglect or refusal within thirty (30) days after such notice, or as otherwise agreed by the Company and the City. If the Company disputes the validity of the City's claim, the Company and the City shall, no later than fifteen (15) days following the City's notice; meet and discuss in good faith such claim in an effort to resolve any controversy. If the Company and the City are unable to resolve such controversy after such meeting and after mediation as set forth in Section 32 herein, the Company shall, at the City's request, remedy such failure, neglect or refusal, but such Company action shall not be deemed a waiver of the Company's claim. If there is a final order issued by a court or agency of competent jurisdiction finding the Company responsible for such failure, neglect or refusal, the Company shall be liable to the City for all costs incurred by the City resulting from the Company's noncompliance including but not limited to the costs of enforcing such activities, including attorneys' fees.

(B) Compliance by City. In the event that the City fails, neglects or refuses to comply with any provision of this Franchise, including but not limited to any specific time limit or deadline set forth in this Franchise, the Company shall so notify the City and the City shall remedy such failure, neglect or refusal within thirty (30) days after such notice, or as otherwise agreed by the Company and the City. If the City disputes the validity of the Company's claim, the Company and the City shall, no later than fifteen (15) days following the Company's notice, meet and discuss in good faith such claim in an effort to resolve any controversy. If the Company and the City are unable to resolve such controversy after such meeting and after mediation as set forth in Section 32 herein and if there is a final order issued by a court or agency of competent jurisdiction finding the City responsible for such failure, neglect or refusal, the City shall be liable to the Company for all costs incurred by the Company resulting from the City's noncompliance including but not limited to the costs of enforcing such activities, including attorneys' fees.

(C) Remedies. In the event that the City or the Company fails to fulfill any obligation under this Franchise, the City or the Company shall have, in addition to any other remedy provided by law or provided elsewhere in this Franchise, a breach of contract claim against the other which the City or the Company shall have the right to pursue, at the City's or the Company's sole discretion, before any court or agency of competent jurisdiction.

Section 32. Mediation of Disputes.

Any dispute arising under this Franchise may, after a good faith attempt to resolve the dispute is unsuccessful, be submitted to an outside mediator mutually selected by the City and the Company.

Section 33. Notices.

Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Franchise shall be delivered to the Franchise Administrator, the City Attorney, and the Director of Public Works. The Company shall maintain within the City throughout the term of this Franchise an address for service of notices by mail, and a local office and telephone number for the conduct of matters relating to the Franchise during normal business hours. Within 15 days after the effective date of this Franchise, and from time to time as necessary, the Franchise Administrator shall provide the names and addresses of appropriate City officials identified in this or other sections of this Franchise.

Section 34. Delegation of Duties.

All things provided in this Franchise to be done by the Director of Public Works, the Director of Finance, the City Clerk, the City Manager, or other officer or department of the City, may be performed by any other official or department of the City, when so provided by ordinance or charter of the City.

Section 35. Non Waiver.

(A) Effect of franchise. Except as authorized by law, the granting of this Franchise shall not waive, abridge, release, limit, surrender, impair, remove, or subordinate:

(1) Power of the City. Any right, power, duty, or jurisdiction now or hereafter possessed by the City under the Constitution and statutes of the State of Missouri and under the Charter of the City;

(2) Power of the State. Any right, power, duty, or jurisdiction now or hereafter possessed by the State of Missouri, or any officer, agency, department, or commission thereof;

(3) Power of other jurisdictions. Any provision of any constitution, statute, or order of a competent authority;

(4) Power of other authorities. Any obligation or duty now or hereafter imposed by law or by order of a competent authority; or

(5) Access to the courts. Any right of the City or the Company to obtain judicial review of any judgment or decree of a judicial tribunal or any order of a competent authority.

(B) Continuing obligation to comply. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

Section 36. Severability.

If any provision of this Franchise or its application to any circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Franchise, and to this end the provisions hereof are declared to be severable.

Section 37. Execution.

The Company shall signify its acceptance of this Franchise by its execution hereof. The City shall concurrently execute this Franchise and the officials of the City are hereby authorized and directed to sign this Franchise. The City Clerk is hereby authorized to attest to the same under seal of the City.

ATTEST:

Secretary / Assistant Secretary

October 18, 2010

Southern Union Company
d/b/a Missouri Gas Energy

President / Chief Operating Officer

October 18, 2010

ORDINANCE NO. 100833

ATTEST:

Vickie Thompson-Cole
City Clerk

July 28, 2011

City of Kansas City, Missouri

Director, Public Works

JUL 27, 2011

Approved as to form and legality:

Assistant City Attorney

Approved as to form and legality:

Brian T. Rabineau
Assistant City Attorney

Authenticated as Passed

Mark Funkhouser, Mayor

for Vickie Thompson, City Clerk

OCT 07 2010
Date Passed

FORM **RD-EMER** (12/14)

City of Kansas City, Missouri - Revenue Division

UTILITIES LICENSE
MONTHLY/QUARTERLY EMERGENCY TAX

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

Legal Name: _____ Mailing Address: _____

DBA Name: _____ _____

FEIN / SSN: _____ Business Address: _____

Account ID: _____ _____

Period From: _____ Period To: _____

Type of Business (Required check one only): [ ] Electric [ ] Gas [ ] Steam [ ] Telephone [ ] Wireless

1. Residential sales - Number of taxable customers_____ Non-taxable gross receipts _____

2. Commercial sales - Number of taxable customers _____ Non-taxable gross receipts _____

3. Industrial sales - Number of taxable customers _____ Non-taxable gross receipts _____

		DOLLARS	CENTS
a. Residential taxable gross receipts	1a	$ XXXXXXXX	XX
b. Residential rate	1b	X%	
c. Residential taxes due	1c	$ XXXXXXXX	XX
a. Commercial taxable gross receipts	2a	$	
b. Commercial rate (Use 4.0% for Electric, Gas, & all Telephone) (Use 1.6% for Steam & Heating Companies)	2b	%	
c. Commercial taxes due (Line 2a x Line 2b)	2c	$	
a. Industrial taxable gross receipts	3a	$	
b. Industrial rate (Use 4.0% for Electric, Gas, & all Telephone) (Use 1.6% for Steam & Heating Companies)	3b	%	
c. Industrial taxes due (Line 3a x Line 3b)	3c	$	
4. Total Taxes (Lines 1c plus 2c plus 3c)	4	$	
5. Less credits for previous overpayments	5	$	
6. Tax Due (Line 4 minus Line 5)	6	$	
7. Penalty: "Failure To File Timely Return" (5% per month of the outstanding license fee due, not to exceed 25%)	7	$	
8. Penalty: "Failure To Pay Amount Due" (5% of the outstanding license fee due)	8	$	
9. Interest (Statutory rate based on RSMo Section 32.065; 3% of outstanding fee due)	9	$	
10. Total Amount Due (sum of Lines 6, 7, 8 and 9)	10	$	
11. Amount Paid	11	$	
12. Check if amended and brief reason for amendment	12	☐	
13. Date closed or no longer conducting business inside Kansas City, Missouri	13	/ / MM DD YY	

DO NOT SEND CASH. Make check payable to: KCMO City Treasurer
Mail to: City of Kansas City, Missouri, Revenue Division, 414 E 12th Street, 2nd Floor - East, Kansas City, MO, 64106-2786
For changes to name, address or FEIN/SSN, please contact us at revenue@kcmo.org or (816) 513-1120
I authorize the Commissioner of Revenue or delegate to discuss my return and attachments with my preparer. Yes ☐ No ☐
Under penalties of perjury, I declare this return to be true, correct, and complete accounting for the taxable year stated.

Print Name of Taxpayer | Signature | Title | Date | Phone

Preparer Name (if other than taxpayer) | Signature | Title | Date | Phone

FORM **RD-EMER**
(12/14)

City of Kansas City, Missouri - Revenue Division

UTILITY LICENSE RETURNS INSTRUCTIONS

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

Completing Form RD-EMER

A. If you reported Commercial Sales and Industrial Sales gross receipts on Form RD-UTIL.

- You must complete Form RD-EMER to report the required **monthly** and/or **quarterly** "Utility Emergency Tax" due.

B. Please provide the following information on Form RD-EMER.

- Indicate type of utility tax business by checking the appropriate box (e.g. electric, gas, steam, landline telephone, or wireless telephone). Use this form for only one type of utility tax business. **Please do not check more than one box**.
- Provide business name and location.
- Provide mailing and business address. The address should include the location where returns are prepared and the payment(s) will be made.
- Provide taxable period.

  a) For Electric, Gas, Heating and Steam businesses, all reporting periods for Form RD-EMER should be prepared on a **monthly** basis.
  b) For Regular Telephone (landline), and Wireless Telephone businesses, all reporting periods for Form RD-EMER should be prepared on a **quarterly** basis.
- Provide Federal Employer Identification Number (FEIN).

C. Residential Sales- Emergency Tax Section (1).

Under KCMO Code of Ordinances Chapter 40, Section 40-369, there is no **emergency tax** currently imposed on residential sales gross receipts for utility tax purposes. Please do not complete this section when preparing Form RD-EMER.

D. Commercial Sales - Emergency Tax Section (2).

- **Number of taxable customers:** Enter number of commercial customers used to calculate the total taxable gross receipts on the return.
- **Non-taxable gross receipts:** Enter any non-taxable commercial gross receipts that were deducted from the total taxable gross receipts generated in the reporting period. All non-taxable gross receipt deductions (or adjustments) must be made in accordance with the guidelines outlined in the following Kansas City Code of Ordinances:

  a) For Electric businesses, see Chapter 40, Section 40-344(a). b) For Gas businesses, see Chapter 40, Section 40-346(a).
  b) For Heating companies (Steam), see Chapter, Section 40-348(a).
  c) For Telephone businesses, see Chapter 40, Section 40-360(a).
  d) For Wireless Telephone businesses, see Chapter 40, Section 40-360(a), and Section 40-361.5(a).

For Electric, Gas, Steam and Heating businesses, you must prepare the Commercial Sales section (Lines 2a through 2c) of Form RD-EMER on a **monthly** basis as follows:

Line 2a Enter the total commercial taxable gross receipts for the month.

(**Note:** Please ensure that the commercial taxable gross receipts amount entered on Line 2a from the three (3) monthly emergency returns within a quarter, equal all commercial sales gross receipts reported on Form RD-UTIL).

Line 2b Commercial emergency tax rate: Multiply Line 2a times emergency rate.

(Use 4.0% for **monthly** emergency tax rate for Electric and Gas businesses).
(Use 1.6% for **monthly** emergency tax rate for Steam & Heating companies).

Line 2c Enter commercial emergency tax due from calculation made (Line 2a x 2b).

For Regular Telephone (landline), and Wireless Telephone businesses, you must prepare the Commercial Sales section (Lines 2a through 2c) of Form RD-EMER on a **quarterly** basis as follows:

Line 2a Enter the total commercial taxable gross receipts for the quarter.

(**Note**: Please ensure that the commercial taxable gross receipts amount entered on Line 2a above is the same amount reported in the commercial sales section on the regular utility license return (Form RD-UTIL).

Line 2b Commercial emergency tax rate: Multiply Line 2a times emergency rate.

(Use 4.0% for **quarterly** emergency tax rate for all Telephone businesses).

Line 2c Enter commercial emergency tax due from calculation made (Line 2a x 2b).

E. Industrial Sales - Emergency Tax Section (3).

- **Number of taxable customers:** Enter number of industrial customers used to calculate the total taxable gross receipts on the return.
- **Non-taxable gross receipts:** Enter any non-taxable industrial gross receipts that were deducted from the total taxable gross receipts generated in the reporting period. All non-taxable gross receipt deductions (or adjustments) must be made in accordance with the guidelines outlined in the Kansas City Code of Ordinances (see appropriate ordinances outlined in the commercial sales- emergency tax section (item #D above).

For Electric, Gas, Steam and Heating businesses, you must prepare the Industrial Sales section (Lines 3a through 3c) of Form RD-EMER on a monthly basis as follows:

Line 3a Enter the total industrial taxable gross receipts for the quarter.

(**Note:** Please ensure that the industrial taxable gross receipts amount entered on Line 3a from the three (3) monthly emergency returns within a quarter, equal all industrial sales gross receipts reported on Form RD-UTIL).

Line 3b Industrial emergency tax rate: Multiply Line 3a times emergency rate.

(Use 4.0% for **monthly** emergency tax rate for Electric and Gas businesses).
(Use 1.6% for **monthly** emergency tax rate for Steam & Heating companies).

Line 3c Enter industrial emergency tax due from calculation made (Line 3a x 3b).

For Regular Telephone (landline), and Wireless Telephone businesses, you must prepare the Industrial sales section (Lines 3a through 3c) of Form RD-EMER on a **quarterly** basis as follows:

Line 3a Enter the total industrial taxable gross receipts for the quarter.

(**Note**: Please ensure that the industrial taxable gross receipts amount entered on Line 3a above is the same amount reported in the industrial sales section on the regular utility license return (Form RD-UTIL).

Line 3b Industrial emergency tax rate: Multiply Line 3a times emergency rate.

(Use 4.0% for **quarterly** emergency tax rate for all Telephone businesses).

Line 3c Enter industrial emergency tax due from calculation made (Line 3a x 3b).

FORM **RD-EMER** (12/14)

City of Kansas City, Missouri - Revenue Division

UTILITY LICENSE RETURNS INSTRUCTIONS

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

F. All Businesses:

Line 4 Enter tax due (Add: Lines 1c, plus 2c, plus 3c).
Line 5 Enter any **approved** credits from overpayments (e.g., amended returns, duplicate payments, etc.).
Line 6 Enter total emergency tax due (Line 4 minus Line 5).
Lines 7, 8 & 9...Penalty and Interest Provisions.

- **Return Due Date:**

  a) For Electric, Gas, Steam and Heating businesses, based upon the prior month's gross receipts, the RD-EMER is due on or before the last day of the month thereafter.
  (**Example:** January Form RD-EMER is due by February 28).

  b) For all Telephone businesses, (both landline and wireless), based upon the gross receipts collected during the preceding period of three calendar months ending, respectively, on December 31, March 31, June 30, and September 30, the RD-EMER is due on or before January 31, April 30, July 31, and October 31.
  (**Example**: For the quarter ending December 31, Form RD-EMER is due by January 31).

- **Penalty for "Failure To File Timely" return**: Will be charged at a rate of 5% per month on the outstanding tax balance due. Penalty shall apply beginning the first day after the due date, and each month thereafter until tax is paid in full (not to exceed 25%).

- **Penalty for "Failure To Pay Amount Due" with return**: Will be charged an additional 5%.

- **Interest:** Will be charged at the statutory rate based on RSMo 32.065.
  (Note: Rate is currently 3% of the outstanding utility tax due).

Line 10 Enter total amount due (sum of Lines 6, 7, 8, and 9).
Line 11 Enter amount paid with return (make check payable to "KCMO City Treasurer"). (DO NOT SEND CASH).
Line 12 Check this box if filing an amended return and provide a brief reason for the amendment.
Line 13 Check this box if out of business and enter date business closed.

FORM **RD-UTIL**
(12/14)

City of Kansas City, Missouri - Revenue Division

UTILITIES LICENSE TAX
QUARTERLY LICENSE

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

Legal Name: _____ Mailing Address: _____

DBA Name: _____ _____

FEIN / SSN: _____ Business Address: _____

Account ID: _____ _____

Period From: _____ Period To: _____

Type of Business (Required check one only): [ ] Electric [ ] Gas [ ] Steam [ ] Telephone [ ] Wireless

1. Residential sales - Number of taxable customers_____ Non-taxable gross receipts _____

2. Commercial sales - Number of taxable customers _____ Non-taxable gross receipts _____

3. Industrial sales - Number of taxable customers _____ Non-taxable gross receipts _____

			DOLLARS	CENTS
a. Residential taxable gross receipts		1a	$	.
b. Residential rate	(Use 6.0% for Electric, Gas, & all Telephone) (Use 2.4% for Steam & Heating Companies	1b	%	
c. Residential taxes due	(Line 1a x Line 1b)	1c	$	.
a. Commercial taxable gross receipts		2a	$	.
b. Commercial rate	(Use 6.0% for Electric, Gas, & all Telephone) (Use 2.4% for Steam & Heating Companies)	2b	%	
c. Commercial taxes due	(Line 2a x Line 2b)	2c	$	.
a. Industrial taxable gross receipts		3a	$	.
b. Industrial rate	(Use 6.0% for Electric, Gas, & all Telephone) (Use 2.4% for Steam & Heating Companies)	3b	%	
c. Industrial taxes due	(Line 3a x Line 3b)	3c	$	.
4. Total Taxes	(Lines 1(c) plus 2(c) plus (3(c)	4	$	.
5. Less credits for previous overpayments		5	$	.
6. Tax Due	(Line 4 minus Line 5)	6	$	.
7. Penalty: "Failure To File Timely Return"	(5% per month of the outstanding license fee due, not to exceed 25%)	7	$	.
8. Penalty: "Failure To Pay Amount Due"	(5% of the outstanding license fee due)	8	$	.
9. Interest	(Statutory rate based on RSMo Section 32.065; 3% of outstanding fee due)	9	$	.
10. Total Amount Due	(sum of Lines 6, 7, 8 and 9)	10	$	.
11. Amount Paid		11	$	.
12. Check if amended and brief reason for amendment		12	[ ] _____	
13. Date closed or no longer conducting business inside Kansas City, Missouri		13	/ / MM DD YY	

DO NOT SEND CASH. Make check payable to: KCMO City Treasurer
Mail to: City of Kansas City, Missouri, Revenue Division, 414 E 12th Street, 2nd Floor - East, Kansas City, MO, 64106-2786
For changes to name, address or FEIN/SSN, please contact us at revenue@kcmo.org or (816) 513-1120
I authorize the Commissioner of Revenue or delegate to discuss my return and attachments with my preparer. Yes [ ] No [ ]
Under penalties of perjury, I declare this return to be true, correct, and complete accounting for the taxable year stated.

Print Name of Taxpayer | Signature | Title | Date | Phone

Preparer Name (if other than taxpayer) | Signature | Title | Date | Phone

FORM **RD-UTIL**
(12/14)

City of Kansas City, Missouri - Revenue Division

UTILITY LICENSE RETURNS INSTRUCTIONS

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

INSTRUCTIONS FOR COMPLETING RETURNS RD-UTIL

General Instructions

1. Who must file:

a) **Electric and Power Business -** Any entity owning, operating, controlling, leasing or manufacturing, selling, distributing or transmitting electricity for light, heat or power usage. (For more details see KCMO Ordinance Chapter 40, Section 40-344 and 40-345).

b) **Gas Business -** Any entity owning, operating, controlling a gas plant or system for the manufacture, distribution, sale or furnishing of gas, natural or manufactured, for light, heat, refrigeration or power usage. (For more details see KCMO Ordinance Chapter 40, Section 40-346 and 40-347).

c) **Heating Companies (Steam) Business -** Any entity owning, operating, managing or controlling any plant or property for manufacturing, distributing and selling, for distribution or distributing hot or cold water, steam or currents of hot or cold air for motive power, heating, cooking or for any public use or service. (For more details see KCMO Ordinance Chapter 40, Section 40-348, 40-349, and 40-350).

d) **Telephone Business (Landline Services) -** Any entity owning, operating, controlling, or managing any telephone landline or part of telephone landline used in the conduct of the business of affording telephonic communication for hire. (For more details see KCMO Ordinance Chapter 40, Section 40-360 and 40-361).

e) **Telephone Business (Wireless Services) -** Any entity owning, operating, controlling, or managing any wireless telephone line or part of wireless telephone line used in the conduct of the business of affording telephonic communication for hire. (For more details see KCMO Ordinance Chapter 40, Section 40-360, 40-361, and 40-361.5).

2. Return requirement:

a) File Form RD-UTIL to report the regular utility tax for **Electric, Gas, Heating (Steam), and Telephone (Landline and Wireless) businesses.**

b) File Form RD-EMER to report the emergency tax for **Electric, Gas, Heating (Steam), and Telephone (Landline and Wireless) businesses.**

c) File Form RD-CABL to report the franchise fee for **Cable Television businesses.**

d) Mail all completed returns and payment to the **Finance Department, Revenue Division at 414 East 12th Street, 2nd Floor East, Kansas City, Missouri 64106-2786**. Make Check(s) Payable To: KCMO City Treasurer. To avoid delays in processing use Forms approved by the Revenue Division of the City of Kansas City, Missouri. For questions, please contact us at (816) 513-1120.

FORM **RD-UTIL**
(12/14)

City of Kansas City, Missouri - Revenue Division

UTILITY LICENSE RETURNS INSTRUCTIONS

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

Completing Form RD-UTIL

A. Please provide the following information on Form RD-UTIL.

- Indicate type of utility tax business by checking the appropriate box (e.g. electric, gas, steam, landline telephone, or wireless telephone). Use this form for only one type of utility tax business. **Please do not check more than one box.**
- Provide business name and location.
- Provide mailing and business address. The address should include the location where returns are prepared and payment(s) will be processed.
- Provide taxable period. All reporting periods for Form RD-UTIL must be prepared on a quarterly basis.
- Provide Federal Employer Identification Number (FEIN).

B. Residential Sales- Regular Utility Tax Section (1).

- **Number of taxable customers:** Enter number of residential customers used to calculate the total taxable gross receipts on the return.
- **Non-taxable gross receipts:** Enter any non-taxable residential gross receipts that were deducted from the total taxable gross receipts generated in the reporting period. All non-taxable gross receipts deductions (or adjustments) must be made in accordance with the guidelines outlined in the following Kansas City Code of Ordinances:

a) For Electric businesses, see Chapter 40, Section 40-344(a).
b) For Gas businesses, see Chapter 40, Section 40-346(a).
c) For Heating companies (Steam), see Chapter 40, Section 40-348(a).
d) For Telephone businesses, see Chapter 40, Section 40-360(a).
e) For Wireless Telephone businesses, see Chapter 40, Section 40-360(a), and Section 40-361.5(a).

Line 1a Enter the total residential taxable gross receipts for the quarter.
Line 1b Residential rate: Multiply Line 1a times residential rate.

(Use 6.0% for quarterly utility rate for Electric, Gas, and all Telephone businesses).
(Use 2.4% for quarterly utility rate for Steam & Heating companies).

Line 1c Enter residential tax due from calculation made (Line 1a x 1b).

C. Commercial Sales -Regular Utility Tax Section (2).

- **Number of taxable customers:** Enter number of commercial customers used to calculate the total taxable gross receipts on the return.
- **Non-taxable gross receipts:** Indicate any non-taxable commercial gross receipts that were deducted from the total taxable gross receipts generated in the reporting period. All non-taxable gross receipts deductions (or adjustments) must be made in accordance with the guidelines outlined in the Kansas City Code of Ordinances (see appropriate ordinances outlined in the residential sales - regular utility tax section (item #B above).

For Electric, Gas, Steam and Heating, you must prepare the Commercial Sales section (Lines 2a through 2c) of Form RD-UTIL on a **quarterly** basis as follows:

Line 2a Enter the total taxable gross receipts from commercial sales for the quarter.

Note: If you have Commercial Sales gross receipts on Form RD-UTIL, you are required to complete Form RD-EMER to report the required **monthly** "Utility Emergency Tax" due. Please ensure that the commercial sales gross receipts amount entered on Line 2a above equals the "sum total" of all commercial taxable gross receipts reported on the three (3) monthly emergency returns.

Line 2b Commercial rate: Multiply Line 2a times commercial rate.

(Use 6.0% for quarterly utility rate for Electric and Gas).
(Use 2.4% for quarterly utility rate for Steam and Heating companies).

Line 2c Enter commercial taxes due from calculation made (Line 2a x 2b).

For Regular Telephone (landline), and Wireless Telephone businesses, you must prepare the Commercial Sales section (Lines 2a through 2c) of Form RD-UTIL on a **quarterly** basis as follows:

Line 2a Enter the total commerical taxable gross receipts for the quarter.

Note: If you have Commercial Sales gross receipts on Form RD-UTIL, you are required to complete Form RD-EMER to report the required **quarterly** "Utility Emergency Tax" due. Please ensure that the commercial sales gross receipts amount entered on Line 2a above is used to calculate the **quarterly** emergency tax on Form RD-EMER.

Line 2b Commercial sales rate: Multiply Line 2a times commercial rate.

(Use 6.0% for quarterly utility rate for all Telephone businesses).

Line 2c Enter commercial taxes due from calculation made (Line 2a x 2b).

FORM **RD-UTIL**
(12/14)

City of Kansas City, Missouri - Revenue Division

UTILITY LICENSE RETURNS INSTRUCTIONS

Phone: (816) 513-1120
E-file: kcmo.gov/quicktax

KANSAS CITY MISSOURI

D. Industrial Sales -Regular Utility Tax Section (3).

- **Number of taxable customers:** Enter number of industrial customers used to calculate the total taxable gross receipts on the return.
- **Non-taxable gross receipts:** Indicate any non-taxable industrial gross receipts that were deducted from the total taxable gross receipts generated in the reporting period. All non-taxable gross receipts deductions (or adjustments) must be made in accordance with the guidelines outlined in the Kansas City Code of Ordinances (see appropriate ordinances outlined in the residential sales - regular utility tax section (item #2 above).

For Electric, Gas, Steam and Heating, you must prepare the Industrial Sales section (Lines 3a through 3c) of Form RD-UTIL on a **quarterly** basis as follows:

Line 3a Enter the total industrial taxable gross receipts for the quarter.

Note: If you have Industrial Sales gross receipts on Form RD-UTIL, you are required to complete Form RD-EMER to report the required **monthly** "Utility Emergency Tax" due KCMO.Therefore, please ensure that the industrial sales gross receipts amount entered on Line 3a above equals the "sum total" of all industrial taxable gross receipts reported on the three (3) monthly emergency returns.

Line 3b Industrial rate: Multiply Line 3a times industrial rate.

(Use 6.0% for quarterly utility rate for Electric and Gas).
(Use 2.4% for quarterly utility rate for Steam and Heating companies).

Line 3c Enter industrial taxes due from calculation made (Line 3a x 3b).

For Regular Telephone (landline), and Wireless Telephone businesses, you must prepare the Industrial Sales section (Lines 3a through 3c) of Form RD-UTIL on a **quarterly** basis as follows:

Line 3a Enter the total industrial taxable gross receipts for the quarter.

Note: If you have Industrial Sales gross receipts on Form RD-UTIL, you are required to complete Form RD-EMER to report the required **quarterly** "Utility Emergency Tax" due. Therefore, please ensure that the industrial sales gross receipts amount entered on Line 2a above is used to calculate the **quarterly** emergency tax on Form RD-EMER.

Line 3b Industrial sales rate: Multiply Line 3a times industrial rate.

(Use 6.0% for quarterly utility rate for all Telephone businesses).

Line 3c Enter industrial taxes due from calculation made (Line 3a x 3b).

E. All Businesses:

Line 4 Enter tax due (Add: Lines 1c, plus 2c, plus 3c).
Line 5 Enter any **approved** credits from overpayments (e.g., amended returns, duplicate payments, etc.).
Line 6 Enter total regular utility tax due (Line 4 minus Line 5).
Lines 7, 8 & 9...Penalty and Interest Provisions.

- **Return Due Date:**

  a) For Electric, Gas, Steam & Heating, and Water businesses, based upon the business during the preceding period of three calendar months ending, respectively, on December 31, March 31, June 30, and September 30, the RD-UTIL is due on or before January 30, April 30, July 30, and October 30.
  (**Example:** For the quarter ending December 31, Form RD-UTIL is due by January 30).

  b) For all Telephone businesses, (both landline and wireless), based upon the gross receipts collected during the preceding period of three calendar months ending, respectively, on December 31, March 31, June 30, and September 30, the RD-UTIL is due on or before January 31, April 30, July 31, and October 31.
  (**Example:** For the quarter ending December 31, Form RD-UTIL is due by January 31).

- **Penalty for "Failure To File Timely" return:** Will be charged at a rate of 5% per month on the outstanding tax balance due. Penalty shall apply beginning the first day after the due date, and each month thereafter until tax is paid in full (not to exceed 25%).

- **Penalty for "Failure To Pay Amount Due" with return:** Will be charged an additional 5%.

- **Interest**: Will be charged at the statutory rate based on RSMo 32.065.
  (Note: interest rate is currently 3% of the outstanding utility tax due).

Line 10 Enter total amount due (sum of Lines 6, 7, 8 and 9).
Line 11 Enter amount paid with return (make check payable to "KCMO City Treasurer"). (DO NOT SEND CASH).
Line 12 Check this box if filing an amended return and provide a brief reason for the amendment.
Line 13 Check if out of business and enter date business closed.

Bill No. 32-2003 Ordinance No. 962-2003

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF KEARNEY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from April 19, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Kearney, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Kearney now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 2nd DAY OF September, 2003.

Mayor Bill Dane

ATTEST:

Joan L. Updike

CITY CLERK Joan Updike

APPROVED THIS 2nd DAY OF September, 2003.

Mayor Bill Dane

This Acceptance of Ordinance received
and filed this 10th day of
November, 2003.

City Clerk
City of Kearney, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 962-2003 of the Ordinances of the City of Kearney, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Kearney, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 29th day of OCTOBER, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

SK
RJH
10/15/03

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 29th day of OCTOBER, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

Bill No. 04-12-11 Ordinance No. 11-04-12

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF KINGSVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 13, 2010, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Kingsville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Kingsville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 12th DAY OF April, 2011.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 12 DAY OF April, 2011.

Mayor

This Acceptance of Ordinance received
and filed this 9th day of
August, 2011.

Sharron L. Jackson
City Clerk

City of Kingsville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 11-04-12 of the Ordinances of the City of Kingsville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Kingsville, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 7th day of JULY, 2011.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name JENNY WOCKENFUSS

J.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 7th day of JULY, 2011, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 22, 2015

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 22, 2015
Commission Number: 11424654

Bill No. _____ Ordinance No. 761

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF KNOB NOSTER, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KNOB NOSTER, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 16, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Knob Noster, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Knob Noster now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 4th DAY OF September, 2007.

Stanley R. Hall
Mayor

ATTEST:

Amy M. Schouten
CITY CLERK

APPROVED THIS 4th DAY OF September, 2007.

Stanley R. Hall
Mayor

This Acceptance of Ordinance received and filed this 12th day of October, 2007.

Amy M. Schouten
City Clerk

City of Knob Noster, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 761 of the Ordinances of the City of Knob Noster, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Knob Noster, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 28th day of SEPTEMBER, 2007.

MISSOURI GAS ENERGY, a division of Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 28th day of SEPTEMBER, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2011

KIM W. HENZI
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 070907 Ordinance No. 233

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LA MONTE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LA MONTE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 18, 2007, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of La Monte, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of La Monte now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 9th DAY OF July, 2007.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 9 DAY OF July, 2007.

Mayor

This Acceptance of Ordinance received and filed this 9th day of August, 2007.

City Clerk

City of La Monte, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 233 of the Ordinances of the City of La Monte, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of La Monte, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 27th day of JULY, 2007.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 27th day of JULY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

BILL NO. 773 FIRST READING 2/18/03

INTRODUCED BY REID SECOND READING 3/18/03

ORDINANCE NO. 684 PASSED 3/18/03

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LAKE LOTAWANA, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE LOTAWANA, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from March 16, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lake Lotawana, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lake Lotawana now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED AND ADOPTED by the Board of Aldermen of the City of Lake Lotawana, Missouri, this 18th day of MARCH, 2003.

The aye and nay votes recorded as follows:

Cooley -- Aye	**Pfefferkorn -- absent**
Harter -- Aye	**Grossman -- Aye**
Reid -- Aye	**LaScala -- Aye**

APPROVED by the Mayor this 18th day of MARCH, 2003

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE OF RECORDS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Jane A. Porter, City Clerk of the City of Lake Lotawana, Jackson County, Missouri, does hereby certify that the document to which this certificate is attached constitutes a full, true and exact copy of Ordinance No. 684 pertaining to the granting of a franchise agreement with Gas Service Company by the City of Lake Lotawana, Missouri, adopted on March 18, 2003, as the same appears of record and on file in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the official seal of the City of Lake Lotawana, Missouri, at my office in said City this 18th day of April, 2003.

Jane A. Porter
City Clerk
City of Lake Lotawana, Missouri

(SEAL)

This Acceptance of Ordinance received
and filed this 15th day of
May, 2003.

Jane A. Porter
City Clerk

City of Lake Lotawana, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 684 of the Ordinances of the City of Lake Lotawana, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lake Lotawana, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 7th day of May, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 7th day of May, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Ordinance No. 277

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LAKE WAUKOMIS, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE WAUKOMIS, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, a renewal of the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lake Waukomis, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lake Waukomis now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 8th DAY OF August, 2001.

MAYOR

ATTEST:

Donna L. Rhodes

CITY CLERK

APPROVED THIS 8th DAY OF August, 2001.

MAYOR

This Acceptance of Ordinance received and filed this 3rd day of October, 2001.

Donna L. Rhodes
City Clerk

City of Lake Waukomis, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 277 of the Ordinances of the City of Lake Waukomis, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lake Waukomis, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Secretary this 10th day of SEPTEMBER, 2001.

MISSOURI GAS ENERGY, a division of Southern Union Company

BY James H. Oglesby
James H. Oglesby
Chief Operating Officer

ATTEST:

Robert J. Hack
Robert J. Hack
Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 10th day of SEPTEMBER, 2001, before me, the undersigned, a Notary Public, came James H. Oglesby, Chief Operating Officer, and Robert J. Hack, Assistant Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

_____

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

BILL NO. 483-08 **ORDINANCE NO. 717**

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LAKE WINNEBAGO, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

On March 26, 2008 the Board passed an Ordinance No. 715 granting Missouri Gas Energy a franchise to operate a natural gas distribution plant and system in Lake Winnebago. This ordinance provided by Missouri Gas Energy contained incorrect language. Missouri Gas Energy has asked the Board of Aldermen of the City of Lake Winnebago to repeal Ordinance No. 715 and pass an Ordinance with the correct language.

THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE WINNEBAGO, MISSOURI TO REPEAL ORDINANCE NO. 715 AND REPLACE WITH THE FOLLOWING:

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from April 25, 2008, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lake Winnebago, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lake Winnebago now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation

by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 23 DAY OF APRIL, 2008.

APPROVED:

R. L. Scharfen, Mayor

ATTEST:

Shirley Bond

Shirley Bond, City Clerk

VOTE:

Steve Besermin	YEA
Mark Holecek	YEA
Elizabeth Norwat	YEA
Steve Silverstein	YEA

This Acceptance of Ordinance received
and filed this 14 day of
MAY, 2008.

Shirley Bro
City Clerk

City of Lake Winnebago, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 717 of the Ordinances of the City of Lake Winnebago, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lake Winnebago, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 6th day of MAY, 2008.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name Jenny Wockenfuss

TJ

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of MAY, 2008, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2011

KIM W. HENZI
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Council Bill No. 1616

Ordinance No. 1604

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LAMAR, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEESOF THE CITY OF LAMAR, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Lamar, Missouri, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lamar now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said Board of Trustees shall have declared the results of said vote.

PASSED THIS 21st DAY OF Oct, 2002.

Keith E. Quinn
MAYOR

COUNTY OF BARTON SEAL of CITY OF LAMAR MISSOURI

ATTEST:

CITY CLERK

APPROVED THIS 21st DAY OF Oct., 2002.

Keith E. Quinn
MAYOR

This Acceptance of Ordinance received
and filed this 12th day of
November, 2002.

Carolyn Tappan
City Clerk

City of Lamar, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1604 of the Ordinances of the City of Lamar, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lamar, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 29th day of OCTOBER, 2002.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

OK
RJH
10/25/02

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 29th day of OCTOBER, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public
Kim W. Henzi

My Commission Expires:

Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. _____ Ordinance No. #66

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LANAGAN, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LANAGAN, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 15, 2004, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lanagan, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lanagan now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to four (4%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 11th DAY OF April, 2005.

May Ghosher
Mayor

ATTEST:

Christina Moon
CITY CLERK

APPROVED THIS 11th DAY OF April, 2005.

May Ghosher
Mayor

This Acceptance of Ordinance received
and filed this 31st day of
May, 2005.

Christina Moon
City Clerk

City of Lanagan, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 66 of the Ordinances of the City of Lanagan, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lanagan, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 18th day of MAY, 2005.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 18th day of MAY, 2005, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 1063 Ordinance No. 1063

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LATHROP, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LATHROP, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 9, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lathrop, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lathrop now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to six (6%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 17 DAY OF March, 2003.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 17 DAY OF March, 2003.

Mayor

This Acceptance of Ordinance received
and filed this 7th day of
May, 2003.

City Clerk

City of Lathrop, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1063 of the Ordinances of the City of Lathrop, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lathrop, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 24th day of April, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 24th day of April, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2007

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

BILL NO. 02-18 ORDINANCE NO. KK765

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LAWSON, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAWSON, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Lawson, Missouri, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lawson now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Governing Body express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 15th DAY OF July, 2002.

George Green
MAYOR

ATTEST:

Rhonda Minnick
CITY CLERK

APPROVED THIS 15th DAY OF July, 2002.

George Green
MAYOR

This Acceptance of Ordinance received and filed this 4th day of September, 2002.

Rhonda Minnick
City Clerk

City of Lawson, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. KK765 of the Ordinances of the City of Lawson, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lawson, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 28th day of AUGUST, 2002.

MISSOURI GAS ENERGY, a division of Southern Union Company

By _____
James H. Oglesby
President

ATTEST:

_____
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 28th day of AUGUST, 2002, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:
Feb. 3, 2003

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

BILL NO. 09-32 **ORDINANCE NO. 6778**

AN ORDINANCE GRANTING A FRANCHISE TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A GAS DISTRIBUTION SYSTEM IN THE CITY OF LEE'S SUMMIT, MISSOURI; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION OF THE GAS SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI AS FOLLOWS:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the Missouri Gas Energy Franchise Ordinance Referencing Agreement (the "Agreement").

SECTION 2. DEFINITIONS.

For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein, unless the context or use clearly indicates another or different meaning is intended.

2.1 "City" is the City of Lee's Summit, Missouri.

2.2 "City Council" is the Council of the City of Lee's Summit, Missouri.

2.3 "Commission" is the Public Service Commission of the State of Missouri and any successor of such commission having jurisdiction of the subject matter herein.

2.4 "Company" is the grantee of rights under this Agreement, which is Missouri Gas Energy, a division of Southern Union Company, doing business as Missouri Gas Energy ("MGE"), and any successor or assigns thereof acting through their officers, agents or employees within the scope of their respective duties and authorities.

2.5 "Construction" is the process utilized to install, excavate or repair Company assets on the public property and public ways including utility easements and rights-of-way.

2.6 "Corporate Authorities" are the Mayor and the City Council of the City of Lee's Summit, Missouri.

2.7 "Gas Distribution System" shall include (a) through (d) below:

(a) "Gas Facilities" includes the piping, fuel lines, fixtures, valves, regulators, appliances and apparatus of any kind, owned and/or used by the Company, which are part of the mechanism by which gas is transported and supplied.

(b) "Main" is a gas pipe owned, operated and maintained by Company as a distribution line that serves as a common source of supply for more than one service line.

(c) "Service Line" is the pipe installed from Company's Main to the inlet of Company's meter or to the connection to a customer's piping, whichever is farther downstream.

(d) "Yard Line – Customer owned" is that portion of the service line which is owned by a customer, extending from customer's property line or customer's side of the drainage ditch or curb line to the inlet of Company's meter.

2.8 "Gas Service" is the availability of gas supplied or transported over or through Company's facilities to any person or customer regardless of whether or not the person or customer makes use of such gas service and regardless of whether Company, person or the customer owns the gas transported over Company's facilities while such gas is in the Company's possession.

2.9 "Infrastructure" means the City's streets, sidewalks, curbs, gutters, waterlines, pavements, alleys, sewer line and storm water facilities.

2.10 "Liability" includes, but is not limited to actual or claimed loss or damage to property or injury to or death of persons; actual or claimed responsibility for such loss, damage, injury or death; and any and all judgments, decrees, costs and expenses of every sort and kind incident to such loss, damage, injury or death or responsibility, including, but not limited to, court costs, fines and reasonable attorney's fees.

2.11 "Person" is any individual, firm, partnership, co-partnership, company, association, public or private corporation, joint stock company, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law.

2.12 "Private Property" is property that belongs absolutely to a person and of which that person has the exclusive right of disposition.

2.13 "Public Property" means all real property and all improvements thereon, owned, leased to, leased by or otherwise controlled by the City.

2.14 "Public Ways" means the surface, the air space above the surface and the area below the surface of any public right-of-way, including, but not limited to, any street, highway, avenue, drive, boulevard, lane, path, alley, sidewalk, waterway, bridge, tunnel, park, parkway or other public right-of-way, including public utility easements or rights-of-way over which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or

hereafter held by the City in which the City holds rights sufficient, without consent of any other Person, to permit Company the use thereof for the purpose of installing, operating or maintaining its Gas Distribution System.

2.15 "Tariff" shall be defined as the schedule of rates and charges and general terms and conditions for gas service filed by the Company with the Commission, as amended and approved by the Commission.

2.16 "Utility Coordinator" is an individual appointed by the City to facilitate communications between the City and the Company. The Utility Coordinator will serve as a contact for the Company to help expedite permits and to maintain City policy affecting Company work.

2.17 "Utility Construction and Maintenance Permit", is a permit issued by the City to the Company to allow construction, alteration, repair or maintenance of a main or any part of the Gas Distribution System in or on Public Property.

SECTION 3. RULES OF CONSTRUCTION.

3.1 This Agreement shall be construed in accordance with the following provisions. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. To the extent terms or words used in this Agreement are defined in Commission Rules, Regulations and Orders, the Company's Tariff or the Adopted International Codes, those definitions are incorporated by reference herein. Where the terms hereof conflict in any way with the Company's Tariff, or the rules, regulations or orders of the Commission which specifically pertain to Company and with which the Company is required to comply, the conflicting provisions hereof shall be void and the relevant provisions of such rules, regulations or orders shall prevail.

3.2 The words "shall" and "will" are always mandatory and not merely directory.

3.3 The provisions of this Agreement shall be read as a whole so as to effect the purposes of this Agreement.

3.4 Section headings are descriptive and used merely for the purpose of organization. Where inconsistent with the text, section headings are to be disregarded.

SECTION 4. NON-EXCLUSIVE RIGHTS GRANTED.

4.1 There is hereby granted by the City to the Company the right and privilege to erect, construct, operate, maintain a Gas Distribution System, and to import, transport, sell and distribute gas, whether natural, manufactured, or mixed, within the City, and for these purposes to establish the necessary facilities and

equipment and to lay and maintain Mains, Service Lines and any other appurtenances necessary to the sale and distribution of gas in the Public Property and Public Ways of the City. The right to use and occupy said Public Property and Public Ways for the purposes herein set forth shall not be exclusive, and the City reserves the right to make a similar use or grant a similar use of said Public Property and Public Ways, to any Person at any time during the period of this Agreement.

4.2 **Emergency Access to Public Ways and Public Property.** In the event of an emergency which the Company reasonably believes poses a threat of immediate harm to the public or to any of the Gas Facilities, the Company is hereby granted access to the Public Ways and Public Property, without a permit, to ameliorate the threatened harm. The Company shall immediately advise the City of any such emergency.

SECTION 5. MUNICIPAL RIGHTS RESERVED.

5.1 **Police Powers and City Rights.** The City expressly reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules and regulations as the appropriate City authorities may deem necessary in the exercise of police power for the protection of the health, safety and welfare of the City's citizens and their properties.

5.2 **Regulation of Public Ways and Public Property.** The City expressly reserves the right to enforce reasonable regulations concerning access to or use of the Public Ways and Public Property, as may from time to time be provided by ordinance, including requirements for permit applications.

SECTION 6. INDEMNIFICATION AND INSURANCE.

6.1 The Company shall indemnify, become responsible for and forever hold harmless the City, its officers, agents and employees from and against all suits, actions, reasonable attorney fees, costs, claims, of any character brought because of bodily injury or death received or sustained, or loss or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission, or willful misconduct of the Company or its agents or employees in the Public Ways or on Public Property pursuant to this Agreement or by virtue of or pursuant to an order, rule, regulation or authorization of the Commission. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

6.1.1 The Company expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this franchise. To the fullest extent permitted by law, City shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover

damages for breach of the rights to indemnification created by, or provided pursuant to, this franchise. If such court action is successful, the City shall be reimbursed by the Company for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

6.2 To the extent permitted by law, the City shall indemnify, become responsible for and forever hold harmless the Company, its officers, agents and employees from and against all suits, actions, reasonable attorney fees, costs, claims, of any character brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent caused by any negligent act, error, or omission, or willful misconduct of the City or its agents or employees in the Public Ways or on Public Property pursuant to this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity.

6.3 **Comprehensive Liability Insurance or Self Insurance.** At all times while this Agreement remains in effect, and in recognition of the Indemnification provided in the foregoing Sections 6.1 and 6.2, the Company shall, at its own cost and expense, maintain a program of third party liability insurance and/or self-insurance in the amounts specified below to protect the City, its officers, employees and agents from any liability for bodily injury, death and property damage occasioned by the activities of the Company or any Person acting on its behalf. As proof of this compliance, the Company shall, during the life of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by an employee or officer of the Company who has knowledge of the Company's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations. The insurance coverage required by the City is set out in Exhibit A attached hereto and incorporated herein by reference.

6.4 Any right to indemnification as set forth in this franchise shall survive the termination of this franchise

SECTION 7. SERVCE STANDARDS.

7.1 **Maintenance of Facilities.** The Company shall maintain and operate its Gas Distribution System and render efficient Gas Service in accordance with the rules and regulations as set forth by the Commission.

7.2 **Nondiscrimination.** The Company shall not, as to rates, charges, service, facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Person or subject any Person to any prejudice or disadvantage, except as allowed pursuant to its Tariff on file with the Commission.

7.3 **Service Interruptions**

7.3.1 The Company shall make all reasonable efforts to prevent interruptions of Gas Service. When interruptions occur, the Company shall reestablish service with the shortest possible delay consistent with general safety and public welfare.

7.3.2 The Company shall make all reasonable efforts to notify the City Utility Coordinator, or the appropriate City authorities if the Utility Coordinator is not immediately available, of major service interruptions within the City within one (1) hour after the Company learns of such interruption. "Major service interruption" shall mean any interruption which may affect public health or safety or an interruption affecting more than five (5) customers. If at the time such notification is made the Company is not able to provide an estimate of when Gas Service is expected to be restored, such information shall be provided to the Utility Coordinator or the appropriate City authorities as it becomes available.

7.3.3 The Company shall make a good faith effort to notify potentially affected customers and the Utility Coordinator prior to performing any work on its Gas Distribution System that may result in an interruption of Gas Service to customers in the City.

SECTION 8. COMPANY RULES.

The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this Agreement, to the extent that such rules, regulations, terms, and conditions do not conflict with, or require approval by any relevant jurisdiction.

SECTION 9. CONDITIONS ON PUBLIC PROPERTY.

9.1 The Company shall, as a condition of making any excavation in, through or under any street, sidewalk, alley, or Public Way in the City, deposit with the Director of Finance a performance bond in the penal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), or such other sum as may be established by ordinance, conditioned that the principal thereunder shall save harmless and indemnify the City on account of damages to any persons or property occurring by reason of

any excavations as provided for in this Agreement. The Company or any Person acting on its behalf may construct, repair, maintain, renew or replace Gas Facilities, Service Lines, Mains and any apparatus necessary to the operation and maintenance of the Gas Distribution System in the City located in the Public Ways or on Public Property, subject to the following conditions:

9.2 **Use.** The Gas Distribution System placed by the Company in or on the Public Property and Public Ways in the City shall be placed so as not to obstruct or interfere with Public Ways and Public Property existing or hereafter existing. All Gas Facilities, Mains and Service Lines must be in a standard location and at a standard depth and in accordance with the City of Lee's Summit Design & Construction Manual and the International Codes as adopted and as continually amended. The Company shall avoid interfering with the use of any street, alley or other highway where the paving or surface of the streets would be disturbed. All new installation must be on the opposite side of the street as the water line and in accordance with the latest edition of the City of Lee's Summit Design and Construction Manual attached as Exhibit B hereto and incorporated herein by reference. New installation shall not be located within thirty-six (36) inches of any water and sanitary sewer lines or stormwater facilities. Should Company determine that it cannot comply with this provision, then before any work is done or a permit applied for, Company shall contact the City Utility Coordinator for approval of any variance from these installation requirements. The requirements set forth in this paragraph shall not be construed to imply an obligation of the Company to relocate existing lines.

9.2.1 Neither the Company nor any Person acting on its behalf may unreasonably interfere with the use of the Public Ways or Public Property by the general public or by other Persons authorized to use or be present upon said Public Ways or Public Property.

9.3 **Utility Coordinator and Construction Meetings.** In an effort to facilitate issue resolution, construction planning, and franchise management, the City shall identify a Utility Coordinator to serve as the principal contact between the City and Company. Representatives of the Company and the City shall meet and confer on an as needed basis or not less than quarterly, concerning all construction projects proposed by the Company, the City, or private development that will affect the provision of Gas Service or the Gas Distribution System by the Company and the use of Public Property and Public Ways.

9.4 **Company Contact.** The Company shall identify one (1) individual to serve as the principal contact between the Company and the City Utility Coordinator. This officer or employee shall be present at all quarterly meetings or any other meetings scheduled as needed, and handle City complaints and service requests and expedite resolution thereof between the City and the Company.

9.5 **Construction on Public Property and Public Ways.**

9.5.1 Whenever it becomes necessary to construct or excavate in the Public Property or Public Ways of the City in order to install, construct, maintain or repair any part of the Company's Gas Distribution System now located, or to be located, therein or thereon Public Property or Public Ways, the Company shall obtain a Utility Construction and Maintenance Permit issued by the City, prior to commencement of each Construction project. Such permits shall state the particular parts or points where said Construction shall occur and the length of time in which such permits shall authorize the work to be done. Time of commencement and time of completion shall also be stated in said permits. The Company shall include with its permit application such plans and schedules for restoration of the Public Ways or Public Property as the City may reasonably require. The City at all times shall have the right to inspect all Construction being conducted by the Company or any Person acting on its behalf and to stop any work being conducted if it does not meet City specifications and ordinances.

9.5.2 When the Company, or any Person acting on its behalf, performs any Construction in or affecting the Public Ways or Public Property, it shall, at its own expense, remove any obstructions therefrom and restore such Public Ways or Public Property, to as good a condition as existed before the Construction was undertaken, including landscape and tree replacement, unless otherwise directed by the City. Cuts in the City streets are prohibited except when no other reasonable construction alternatives exist as reasonably determined by the Utility Coordinator. Company, at its expense, shall repair any curb or pavement replacement or restoration in a condition consistent with the City's Design and Construction Standards for a period of three (3) years after acceptance by the City of the replacement or restoration of all street cuts. Prior to commencement of any Construction in or affecting the Public Ways or Public Property by Company pursuant to this Agreement, Company shall provide at its own cost, preconstruction photos when said Construction impacts Infrastructure.

9.5.3 If weather or other conditions do not permit the complete restoration of Public Property and Public Ways required by Section 9, the Company may temporarily restore the affected Public Ways or Public Property upon receiving the approval of the City Utility Coordinator, provided that such approval shall not be unreasonably withheld. Such temporary restoration shall be at the Company's sole expense and the Company shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

9.5.4 If the Company fails, neglects or refuses to restore the Public Ways or Public Property or to remove any obstruction therefrom, the City may, after affording the Company a reasonable opportunity to correct the situation, as will be determined by the Utility Coordinator, give five (5) days written notice to the Company, or such longer period if mutually agreed upon, and thereafter restore such Public Ways or Public Property or remove the obstruction therefrom. No such prior written notice shall be required in the event that the City determines that an emergency situation exists. The Company shall pay the City for any such restoration or removal within thirty (30) days after receiving a bill from the City for such work. The City may file a claim against the performance bond in lieu of payment to the City if not paid in full within forty-five (45) days of billing.

9.6 **Inspection of Restoration Work.**

9.6.1 All restoration work shall be subject to inspection by the Utility Coordinator and/or his designee. Immediately after the Construction has been completed, the Company herein shall notify the City Utility Coordinator that the work has been completed and is ready for final inspection. If, upon final inspection, the Utility Coordinator or his designee finds such work to be not in conformance with City standards, Company shall replace the work at its cost within two (2) weeks of final inspection by the Utility Coordinator.

9.6.2 Company shall not open or encumber, at any one time, any more of such Public Property or Public Ways than may, in the opinion of the Utility Coordinator, be reasonably necessary to enable the Company to proceed in laying or repairing its Gas Distribution System. Nor shall the Company permit any property so opened or encumbered by the Company to remain open for a longer period of time than shall, in the opinion of the City Utility Coordinator, be reasonably necessary. In all cases where any Public Property or Public Ways shall be excavated or encumbered by the Company herein, the Company shall take all precautions for the protection of the public as is reasonable in such circumstances and as may be required by the general ordinances of the City.

9.7 **City Projects.** Whenever the City shall construct or maintain Infrastructure, along or across Public Property or Public Ways or alters or changes the grade of any street, alley or other Public Way where the Company shall have installed any of its Gas Distribution System, it shall be the duty of the City to provide reasonable advance notice to the Company and to provide such plans as Company may reasonably require. Company shall, at its own expense, move or relocate the appropriate parts of its Gas Distribution System so as to conform to the locations of the Public Property, Public Ways or Infrastructure. It shall be the further responsibility of Company to review all construction projects submitted to it by the City and to notify the City of all necessary alterations of Company's Gas

Distribution System which will be occasioned by proposed construction. Upon reasonable notification by the City of the timing of the construction project, Company shall complete the required alteration of its Gas Distribution System within the time reasonably directed by the Utility Coordinator at Company's expense.

9.8 **Utility Locate.** Company or its contractor shall, not in excess of two (2) working days from receipt of the notice from the City or the City Utility Coordinator requesting the location of underground facilities, identify the approximate location of underground Gas Facilities so as to enable the City to locate the facilities in advance of and during any work performed by the City or by Persons acting on its behalf. If the City states in the notice of intent that the City's planned work will involve tunneling or horizontal boring, the Company shall inform the Utility Coordinator of the depth, to the best of its knowledge or ability, of its Gas Facilities according to the records of the Company. Company and City shall follow all requirements set out in the Missouri Underground Facility Safety and Damage Prevention Act, when applicable.

9.9 **Right of Way Acquisition.** Acquisition of right of way shall be the responsibility of the Company if acquisition is required by Construction projects proposed by the Company. Such acquisition shall occur in a timely fashion so as not to interfere with the timely completion of a City construction project.

9.10 **Construction Standards.** The quality of all Company Construction and restoration shall comply with the construction standards contained within the Public Service Commission of the State of Missouri Pipeline Safety Regulations as amended, and all applicable City Codes, including Ordinance No. 5813 of the City Design and Construction Manual, as amended.

SECTION 10. Remedies.

10.1 Subject to the limitations in Sections 10.2, 10.3 and 10.4 below, in the event the Company or the City fails to fulfill any of their respective obligations under this Agreement, the City or the Company, whichever the case may be, will have claims for breach of contract and specific performance against the other in addition to any other remedy provided under this Agreement or otherwise provided by law, except that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action as would be necessary to formally amend the Agreement.

10.2 In the event that the Company violates any terms of this Agreement for conduct that is subject to the exclusive jurisdiction of a competent authority other than the City, the sole remedy for such violation shall be before that other competent authority. For purposes of determining the applicability of this section, no provision of this Agreement may be used as the sole basis to defeat the exclusive jurisdiction of such other competent authority.

10.3 In the event that the Company violates any term of this Agreement for conduct that is also a violation of another applicable City ordinance, the Company shall be subject to remedies under that other ordinance plus ordinary contract remedies under this Agreement.

10.4 Subject to the limitation of Section 10.2, upon the finding by either party hereto that the other party hereto has failed or refused to observe any terms and conditions of this Agreement, the non-offending party shall notify such other party in writing of the terms and conditions which it has not observed. Waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision in this Agreement. The notice shall inform the offending party of the actions which it must take to correct the violation and shall grant such party seven (7) calendar days to cure such failure or violation unless such failure or violation infringes upon the public safety or health, in which case cure shall be immediate. In events of non-emergency, the non-offending party may agree to extend this seven (7) day cure period. In the case of an emergency, the notice need not be made in writing. If a competent authority other than the City has determined that the action giving rise to the City's notice constituted a violation of an applicable rule, regulation or order of such competent authority, then the cure period granted by the City shall be no less than the cure period ordered by such competent authority. If the offending party does not eliminate or correct such failure or violation in accordance with the notice, the party's rights under this Agreement may be forfeited or such party may be subjected to any other remedies afforded by this Agreement, including the assessment of reasonable attorney's fees incurred by the City.

SECTION 11. <u>REVOCATION OR SUSPENSION BY PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI.</u>

In the event that the Commission revokes or suspends any license, certificate, or other authorization held by the Company for the purpose of either operating any portion of its Gas Distribution System within the City or providing Gas Service within the City, then the Company's rights under this Agreement shall likewise be revoked or suspended, without further notice from the City. The Company's rights under this Agreement shall be reinstated (1) if the Commission rescinds its revocation or suspension; (2) if the revocation or suspension order is overturned upon review by the Commission; (3) if the Commission reinstates the Company's license; or (4) if the suspension expires of its own terms. The original termination date of this Agreement shall not be affected if the rights forfeited under this Agreement are reinstated.

SECTION 12. <u>NON-DISCRIMINATION AND EQUAL OPPORTUNITY.</u>

The Company and City represent that they will not discriminate against any person employed or seeking employment with respect to hiring, promotion or tenure, or to terms, conditions or privileges of employment, on account of race, color, sex, religion, national origin or ancestry.

SECTION 13. TRANSFER AND RIGHTS AND OBLIGATIONS OF ASSIGNEES.

In the event of a sale, transfer, assignment or any other transaction Company may enter into which involves the Company's rights, duties and privileges under this Agreement, all provisions of this Agreement which are obligatory upon, or which inure to the benefit of the Company shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of the Company. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Company, shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

SECTION 14. LAWS, RULES AND REGULATIONS.

14.1 **Compliance with Laws, Rules and Regulations.** While this Agreement remains in effect, the Company shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any competent authority other than the City having jurisdiction over the Company's activities.

14.2 **Compliance with Municipal Ordinances, Rules and Regulations.** While this Agreement remains in effect, the Company shall promptly and fully comply with all applicable orders, rules, regulations and ordinances of the City.

14.3 **Violation of Laws, Rules and Regulations.** Any claim by the City that the Company has violated any provision of Section 16, shall be subject to the procedures set forth in Section 10 of this Agreement.

SECTION 15. PAYMENT TO CITY.

The Company shall pay to the City for the privilege of operating under this Agreement a sum equivalent to seven percent (7%) of its annual gross operating revenues taken in and received by it on all retail sales or transportation of gas within the City to the extent allowed pursuant to applicable Missouri law, as amended. Company shall pay the City such fees and charges as may be imposed from time to time by ordinance. The Company agrees to pay, according to its terms, any lawfully imposed City business license fee as imposed by ordinance during the term of this Agreement.

SECTION 16. RECORDS AND REPORTS AND INSPECTION OF FACILITIES.

The City shall have access upon reasonable notice and during the Company's normal business hours, to such of the Company's plans, contracts and records relating to the Gas Distribution System and the operations of the Company within the City so as to determine whether the Company is complying with the terms of this Agreement and any City ordinance relating to the conduct of Company's operations in the City.

16.1. **Gross Revenue Report.** The Company shall provide to the City an annual summary report showing gross revenues received by the Company from its operations within the City during the preceding year and such other information as the City shall request with respect to properties and expenses related to the Company's Gas Service within the City.

SECTION 17. TERM OF FRANCHISE.

The Franchise granted by this Agreement and rights herein granted shall take effect and be in force from and after the final passage of the Ordinance, as required by law, and shall continue in force and effect for a term of ten (10) years after the effective date of this Agreement.

SECTION 18. EFFECTIVE DATE.

This Agreement shall be in full force and effect from and after the passage of the authorizing ordinance and receipt of the Company's acceptance by the City.

SECTION 19. RENEWAL.

At any time during the first sixty (60) days of the last year occurring prior to the expiration date of the Agreement, Company may request the City to enter into negotiations toward renewing or extending this Agreement. Any renewal or extension shall be according to terms that are mutually agreeable and neither party shall be bound to accept any particular terms or to renew any or all of the rights granted by this Agreement.

SECTION 20. TERMINATION.

The rights and obligations of the Company under this Agreement shall be terminated upon the end of the term of this Agreement or if either party hereto has exercised its options to terminate under Section 10 or upon the Company's violation or forfeiture as provided in any other section of this Agreement.

SECTION 21. NOTICES.

Notices required to be given in writing under this Agreement shall be effective when delivered personally to the addressees or when forty-eight (48) hours have elapsed after the notice is deposited in the United States Mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed to the party which notice is being given. Such addresses may be changed by either party upon notice to the other party given as provided in this section. At the date of execution herein the addresses of the parties are as follows:

Company:
Missouri Gas Energy, a division of Southern Union Company
3420 Broadway

Kansas City, MO. 64111
Attn. Chief Operating Officer

City:
220 SE Green Street
Lee's Summit, Missouri 64063
Attn. City Administrator

SECTION 22. ACCEPTANCE.

The Company shall accept this Agreement by filing with the City Clerk an unconditional written acceptance hereof, to be duly executed according to law, along with proof of compliance required by Section 6.3. The failure of the Company to so accept this Agreement within thirty (30) days of enactment shall be deemed a rejection hereof by the Company, and the rights and privileges herein granted shall absolutely cease unless said period of time shall be extended by an ordinance duly passed by the Corporate Authorities for that purpose before the expiration of the thirty (30) day period.

SECTION 23. REOPENER.

At any time, but not more than once in any five (5) year period, either party may require both parties to negotiate in good faith on any proposed amendment to this Agreement. The object of any proposed amendment shall be set forth in a written notice.

SECTION 24. AMENDMENTS.

No revision, modification or amendment of this Agreement shall be effective unless it has been passed by the Corporate Authorities and accepted by the Company in writing.

SECTION 25. SEVERABILITY.

If any section, sentence, paragraph or clause of the Agreement shall be declared invalid or unconstitutional, such declaration shall not affect the validity of any of the remaining sections, sentences, paragraphs or clauses.

SECTION 26. FORCE MAJEURE.

The Company shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to war or act of war, whether an actual declaration is made or not, insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the Company's control and are not caused by negligence on the part of the Company or any Person acting on its behalf. In the event that the delay in performance or failure to perform affects only part of the Company's capacity to perform its obligations under this Agreement, the Company shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Company shall promptly notify the

City Utility Coordinator in writing of any event covered by this section and the date, nature and cause thereof. Furthermore, the Company, in such notice, shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

PASSED by the City Council for the City of Lee's Summit, Missouri this 2nd day of April, 2009.

Mayor *Karen R. Messerli*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this 15th day of April, 2009.

Mayor *Karen R. Messerli*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Teresa S. Williams*

EXHIBIT A

CITY REQUIRED INSURANCE COVERAGE

Commercial General Liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage liability. The City shall be included as an additional insured with respect to liability arising from Company's operations under this Franchise.

Or

Self-insurance providing coverage in the amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Company, or alleged to so have been caused or occurred.

This Acceptance of Ordinance received
and filed this 18th day of
May, 2009.

City Clerk

City of Lee's Summit, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 6778 of the Ordinances of the City of Lee's Summit, Missouri, the same being entitled:

> "AN ORDINANCE granting a franchise to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, its successors and assigns, to operate and maintain a gas distribution system in the City of Lee's Summit, Missouri; setting forth conditions accompanying the grant of franchise; providing for city regulation of the gas system; and prescribing penalties for the violation of its provisions."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 5th day of MAY, 2009.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By

Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

(15)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 5th day of MAY, 2009, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Document No. 6121

ORDINANCE NO. 8588

AN ORDINANCE GRANTING MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE FOR A PERIOD OF TEN (10) YEARS AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF LIBERTY, MISSOURI

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement by and between the City of Liberty, Clay County, Missouri, and Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation, its successors and assigns, granting Missouri Gas Energy a natural gas franchise for a period of ten (10) years and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Liberty, Missouri, said agreement being attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council hereby authorizes the Mayor to sign the Agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this 13 day of October, 2003.

Stephen B Sanders
MAYOR

ATTEST:

Tina Pickett Sharon
DEPUTY CITY CLERK

APPROVED by the Mayor this 13 of October, 2003.

Stephen B Sanders
MAYOR

AGREEMENT GRANTING MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE FOR A PERIOD OF TEN (10) YEARS AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF LIBERTY, MISSOURI

DEFINITIONS

For purposes of this Ordinance, the following words and phrases shall have the meanings given herein:

(a) "GRANTOR" shall mean the City of Liberty, Missouri.

(b) "Gas Service" shall mean the transmission to consumers of gas energy.

(c) "Excavation" shall mean any act by which earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground is cut into, dug, uncovered, removed, or otherwise displaced by means of any tools, equipment or explosives, except that, any *de minimus* displacement or movement of ground caused by pedestrian or vehicular traffic which does not materially disturb or displace surface conditions of the earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground shall not be deemed Excavation.

(d) "Facilities" shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

(e) "Facilities Work" shall mean the installation of new Facilities, or any change, replacement, removal, alteration or repair of existing Facilities that requires Excavation within the Public Rights-of-Way.

(f) "GRANTEE" shall mean Missouri Gas Energy, a division of Southern Union Company, its successors and assigns.

(g) "Public Rights-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, public easement, or other similar property in which the City now or hereafter holds any property interest, which was dedicated or acquired for public use. No reference herein, or in any permit, to "Public Rights-of-

Way" shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes. Public Rights-of-Way does not include the airwaves above the Rights-of-Way with regard to cellular or other non-wire telecommunications or broadcast services.

FRANCHISE GRANTED

The City of Liberty, Missouri, (hereinafter referred to as 'GRANTOR") hereby grants a non-exclusive franchise to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, (hereinafter called 'GRANTEE"), its lessees, successors and assigns. This renews the franchise previously granted by Ordinance No. 4653. Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, maintain, operate and extend in the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said GRANTOR, a natural gas distribution system for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said GRANTOR and consumers in the vicinity thereof, and for the distribution of natural gas from or through said GRANTOR to points beyond the limits thereof. GRANTOR further grants GRANTEE the right, permission and authority to lay, install, maintain, and operate over, across and along all of the streets, avenues, alleys, bridges, public rights-of-way and public places of GRANTOR all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of GRANTOR and in carrying on such business.

TERM

The rights and privileges granted by this Agreement shall remain in effect for a period of ten (10) years from the effective date of this Agreement and continuing thereafter until terminated by either party or replaced by a new Agreement not to exceed a total period of twenty (20) years.

PAYMENT TO CITY

The GRANTEE shall pay to the GRANTOR for the privilege of operating under this Agreement a sum equivalent to five (5%) of its annual gross operating revenues taken in and received by it on all retail sales or transportation of gas within the City to the extent allowed pursuant to applicable Missouri law, as amended. GRANTEE shall pay the GRANTOR such fees and charges as may be lawfully imposed from time to time by ordinance. The GRANTEE agrees to pay, according to its terms, any lawfully imposed City business license fee as imposed by ordinance during the term of this Agreement.

USE OF PUBLIC RIGHTS-OF-WAY

GRANTEE shall be subject to all lawful and applicable rules, regulations, policies, resolutions and ordinances, including, without limitation, any ordinance relating to the City's management of the Public Rights-of-Way or Excavation therein, now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is

subject to all lawful and applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction, and shall comply with the following:

(a) GRANTEE shall be required to pay any lawful and applicable fee required by City ordinance for the performance of Facilities Work or Excavation in the Public Rights-of-Way.

(b) GRANTEE's use of the Public Rights-of Way shall in all matters be subordinate to the GRANTOR's use of the Public Rights-of-Way. GRANTEE shall coordinate and perform its Facilities Work in a manner that minimizes adverse impact on Public Improvements and Public Projects, as reasonably determined by the GRANTOR.

(c) All earth, materials, sidewalks, paving, crossings, utilities, public improvements or improvements of any kind damaged or removed by GRANTEE in its activities and Excavations under this Ordinance shall be fully replaced promptly by GRANTEE at no expense to the GRANTOR and to reasonable satisfaction of the GRANTOR.

(d) With the exception of regulator stations, all Facilities constructed, reconstructed or relocated in the Public Rights-of-Way shall be placed underground, unless otherwise agreed to in advance by the GRANTOR.

(e) GRANTEE shall at all times during the term of this franchise supply to consumers of gas energy, residing in those existing and any future portions of the GRANTOR located within the present and any future certificated service territory of GRANTEE, such gas energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and on terms and conditions prescribed by rules and regulations filed from time to time with the Public Service Commission of the State of Missouri. Nothing contained herein shall be construed as a guarantee by the GRANTEE to furnish uninterrupted service, and interruptions due to acts of God, fire, strikes, civil or military authority, orders of court and other causes reasonably beyond the GRANTEE's control are specifically exempted from the terms of this Section. The GRANTEE shall also have the right to temporarily discontinue service as reasonably required in making repairs, maintaining or extending its Facilities.

(f) Unless otherwise agreed to in advance by the Grantor, prior to construction, reconstruction or relocation of any Facilities in the Public Rights-of-Way, GRANTEE shall submit to the Public Works/Development Services Director or his designated representative for approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed or conditioned.

(g) Upon reasonable notice, GRANTEE shall relocate or adjust any Facilities located in the Public Rights-of-Way to accommodate a public project, if reasonably requested by the GRANTOR. Such relocation or adjustment shall be performed by GRANTEE without expense to the GRANTOR, its employees, agents or authorized contractors and shall be specifically to subject to lawful and applicable rules and regulations of the GRANTOR. Such relocation or adjustment shall be completed as soon as reasonably possible and within the time set forth in any request by the GRANTOR for such relocation or adjustment. Any damages suffered by the GRANTOR or its contractors as a result of GRANTEE's failure to timely relocate or adjust its Facilities shall be borne by GRANTEE.

(h) It shall be the sole responsibility of GRANTEE to take reasonable measure to protect and defend its Facilities in the right-of-way from harm or damage, including the removal of trees and related root systems. If GRANTEE fails to accurately or timely locate Facilities when requested, it shall have no claim for costs or damages against the GRANTOR and its authorized contractors or any other party authorized to be in the Public Rights-of-Way, unless such party is solely responsible for the harm or damage by its negligent or intentional conduct.

(i) GRANTEE shall notify the GRANTOR not less than ten (10) working days in advance of any Facilities Work which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of any emergency, as reasonably determined by GRANTEE, no such closure shall take place without such notice and prior authorization from the GRANTOR. The GRANTOR shall follow its policies in the grant or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any manner impacts vehicular or pedestrian traffic shall, at GRANTEE's expense, be properly signed, barricaded, and otherwise protected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, especially the part or parts thereof relating to Standards and Guides for Traffic Controls from Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.

(j) All Facilities Work shall be performed in accordance with applicable present and future rules and regulations of the Public Service Commission of the State of Missouri, as well as Federal, State and City laws and regulations. It is understood that the standards established in this paragraph are minimum standards and the other requirements established or referenced in this Agreement may be in addition to or stricter than such minimum standards.

CONFIDENTIAL INFORMATION
GRANTOR shall not be obligated to keep information of any nature confidential if maintaining confidentiality thereof would in any manner violate federal or state law including but not limited to Chapter 610 of the revised statutes of Missouri.

FORCE MAJEURE
It shall not be a breach or default under this Agreement if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS
GRANTEE, during the term of this Agreement, agrees to save harmless GRANTOR from and against all claims, demands, losses and expenses arising directly out of the negligence of GRANTEE, its employees or agents, in the constructing, operating and maintaining of distribution and transmission facilities or appliances of GRANTEE; provided, however, that GRANTEE need not save harmless GRANTOR from claims, demands, losses and expenses arising out of the negligence of GRANTOR, its employees or agents.

SEVERABILITY
If any clause, sentence or section of this Agreement is deemed invalid, the remaining provisions shall not be affected.

NON WAIVER
Any waiver of any obligation or default under this Agreement shall not be construed as a waiver of any future defaults, whether of like or different character.

EFFECTIVE DATE AND ACCEPTANCE
This Agreement shall be completed in the form in which it is finally passed and remain on file with the Deputy City Clerk for public inspection for thirty (30) days. It shall become effective upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the City Council, and filed with the Deputy City Clerk of the City of Liberty, Missouri. If Grantee does not within sixty (60) days following

passage of this Agreement express in writing its objections to any terms or provisions contained therein or reject this Agreement in its entirety, Grantee shall be deemed to have accepted this Agreement an all of its terms and conditions.

NOTICES

Any notices required to be given hereunder shall be sent to the following:

If to GRANTEE: Legal Department

Missouri Gas Energy
3420 Broadway
Kansas City, MO 64111

If to GRANTOR: Deputy City Clerk
101 E. Kansas Street
Liberty, MO 64068

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the day and year first above written.

Missouri Gas Energy

By _____
James H. Oglesby
President and Chief Operating Officer

Mayor, Councilmen & Citizens of
the City of Liberty, Missouri

By _____
Printed Name: STEPHEN P. HAWKINS
Mayor

ATTEST:

_____
Deputy City Clerk

Bill No. 03-02 Ordinance No. A-327

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LOCKWOOD, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LOCKWOOD, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from August 10, 2001, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lockwood, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lockwood now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 17th DAY OF March, 2003.

Mayor

ATTEST:

CITY CLERK

APPROVED THIS 17th DAY OF March, 2003.

Mayor

This Acceptance of Ordinance received and filed this 8th day of May, 2003.

City Clerk

City of Lockwood, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. A-327 of the Ordinances of the City of Lockwood, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lockwood, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 15th day of April, 2003.

MISSOURI GAS ENERGY, a division of Southern Union Company

By
James H. Oglesby
President

ATTEST:

Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 15th day of April, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:

Feb. 3, 2007

Bill No. 08-172 Ordinance No. 342

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF LONE JACK, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LONE JACK, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from June 17, 2005, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Lone Jack, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Lone Jack now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. The charges and fees set forth herein are in addition to, and not in substitution for, any other fee, charge or tax which may be imposed by the City.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 20 DAY OF May, 2008.

Stephen Steinberg
Mayor

ATTEST:

Angela Rice
CITY CLERK

APPROVED THIS 20 DAY OF May, 2008.

Stephen Steinberg
Mayor

This Acceptance of Ordinance received
and filed this 20 day of
May, 2008.

City Clerk

City of Lone Jack, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 342 of the Ordinances of the City of Lone Jack, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Lone Jack, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 6th day of JUNE, 2008.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By

Robert J. Hack
Chief Operating Officer

ATTEST:

Printed Name Jenny Wockenfuss

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of JUNE, 2008, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

2-3-11

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 2006-09 Ordinance No. 1.06

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF MARIONVILLE, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MARIONVILLE, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from November 12, 2006, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Marionville, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Marionville now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than the first day of each calendar month in each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the one (1) month period ending on the first day of the month next preceding that on which the report is due; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Aldermen express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 12th DAY OF October, 2006.

Doris Kapp
Mayor

ATTEST:

Claudia White
CITY CLERK

APPROVED THIS 12th DAY OF October, 2006.

Doris Kapp
Mayor

This Acceptance of Ordinance received and filed this 28th day of February, 2006.7.

Claudia White
City Clerk

City of Marionville, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 1.06 of the Ordinances of the City of Marionville, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Marionville, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 19th day of FEBRUARY, 2006.7.

MISSOURI GAS ENERGY, a division of Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
JENNY WOCKENFUSS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 19th day of FEBRUARY, 2007, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

Feb. 3, 2011

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 7847 Ordinance No. 7847

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF MONETT, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from March 9, 2008, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the City of Monett, Missouri, herein called City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Monett now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to enable

Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February, May, August and November 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the three (3) month period ending at the last meter reading preceding December 31, March 31, June 30 and September 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the City Council express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 20 DAY OF March, 2008.

James Ow
Mayor

ATTEST:

Janie Knight
CITY CLERK

APPROVED THIS 20 DAY OF March, 2008.

James Ow
Mayor

This Acceptance of Ordinance received
and filed this 22 day of
April, 2008.

Jane Knight
City Clerk

City of Monett, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 7847 of the Ordinances of the City of Monett, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Monett, Missouri, its successors or assigns, a franchise to operate a natural gas distribution plant and system in said City and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested this 31st day of MARCH, 2008.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By Robert J. Hack
Robert J. Hack
Chief Operating Officer

ATTEST:

Jenny Wockenfuss
Printed Name Jenny Wockenfuss

TJ

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 31st day of MARCH, 2008, before me, the undersigned, a Notary Public, came Robert J. Hack, Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer the above and foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

2-3-11

KIM W. HENZI
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 07424654
My commission expires February 3, 2011

Bill No. 4 Ordinance No. 4-2001

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE CITY OF MOSBY, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID CITY AND RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MOSBY, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system in the City of Mosby, Missouri, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the City of Mosby now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the City's streets, alleys, bridges or other public places at no expense to the City when reasonably requested to do so by the City. Such requests made by the City shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said City; shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time open or

encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said City, if so desired; and shall repay said City all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said City after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) month period ending at the last meter reading preceding December 31, and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. So long as Company shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment of its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Governing Body express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 1 DAY OF February, 2001.

Donald L. Carmichael
MAYOR

ATTEST:

Julie Cazzell
CITY CLERK

APPROVED THIS 1 DAY OF February, 2001.

Donald L. Carmichael
MAYOR

This Acceptance of Ordinance received
and filed this 1st day of
February, 2001.

Julie Cazzell
City Clerk

City of Mosby, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 4-2001 of the Ordinance of the City of Mosby, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Mosby, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Assistant Secretary this 1st day of March, 2001.

MISSOURI GAS ENERGY, a division of
Southern Union Company

BY
Steven W. Cattron
President

ATTEST:

Robert J. Hack
Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 1st day of March, 2001, before me, the undersigned, a Notary Public, came Steven W. Cattron, President, and Robert J. Hack, Assistant Secretary, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

My Commission Expires:

_____

KIM W. HENZI
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb 3, 2003

Bill No. 202 Ordinance No. 202

AN ORDINANCE GRANTING TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, A DELAWARE CORPORATION, OPERATING A GAS DISTRIBUTION SYSTEM IN THE VILLAGE OF MT. LEONARD, MISSOURI, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM IN SAID VILLAGE AND RELATING THERETO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. LEONARD, MISSOURI.

Section 1. That there is hereby granted to Missouri Gas Energy, a division of Southern Union Company, a Delaware Corporation operating a gas distribution system, herein called the Company, its successors and assigns, the rights, privileges and franchise for a period of twenty (20) years from July 13, 2002, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in the Village of Mt. Leonard, Missouri, herein called Village, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said Village and consumers in the vicinity thereof, which grant shall be subject to all lawful ordinances of the Village of Mt. Leonard now in existence or hereafter enacted which are not inconsistent herewith. Provided, further, that Company shall, upon acceptance of this franchise, be obligated to remove, relocate or adjust as promptly as is practical any of its gas distribution facilities located in or upon the Village's streets, alleys, bridges or other public places at no expense to the Village when reasonably requested to do so by the Village. Such requests made by the Village shall be deemed reasonable unless shown to be otherwise by the Company.

Section 2. All rates established and charges made by Company for gas transported, distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, and other competent authority having jurisdiction in the premises, and the transportation, distribution and sale of gas to consumers shall be governed by the present operating rules, regulations and customs of Company and such rules and regulations as may hereafter be prescribed or approved.

Section 3. That in consideration of and as compensation for the right, privilege and franchise hereby granted, the Company, its successors and assigns, shall furnish gas at such pressure and of such quality as shall be designated by lawful orders of the Public Service Commission of said State, if such gas is reasonably procurable; shall furnish to each consumer a recognized standard meter or other instrument for measurement of gas sold or computation of consumer's bills and keep same in repair at its cost, which meter shall at all times be subject to inspection by said Village; shall at all times save the Village harmless from any and all damages which said Village may be liable to pay that may arise from the construction, maintenance and operation by the Company of its plant system or any part thereof; shall limit all excavations of streets, alleys or public places to the necessity of efficient operation and shall not at any one time

open or encumber more of any highway or public place than shall be reasonably necessary to enable Company to proceed with advantage in laying or repairing mains or pipes and shall not permit such highway or public place to remain open longer than necessary for the purpose for which it was opened; shall refill all excavations and replace all pavements with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places, under supervision of a representative of said Village, if so desired; and shall repay said Village all expense to which it has been put in the repair or replacement of streets, highways or pavements in the event such work is done by said Village after the neglect or refusal of Company to perform same in a reasonable time.

Section 4. Company shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the Village of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said Village for the six (6) month period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the Village treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Company. Said percentage of Company's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes or fees) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Company agrees to recognize the same as a valid tax and make said payments during such periods.

Section 5. If a majority of the Board of Trustees express their assent to the granting of said franchise, said franchise shall become effective immediately, provided that the Company shall file its written acceptance of said franchise within thirty (30) days from the date said governing body shall have declared the results of said vote.

PASSED THIS 13TH DAY OF May, 2003.

Merle Irelow
Chairman of the Board of Trustees

ATTEST:

Evonne Irelow
VILLAGE CLERK

APPROVED THIS 13TH DAY OF May, 2003.

Merle Irelow
Chairman of the Board of Trustees

This Acceptance of Ordinance received
and filed this 18 day of
June, 2003.

Evonne Arelow
Village Clerk

Village of Mt. Leonard, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, That Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware and Grantee named in Ordinance No. 202 of the Ordinances of the Village of Mt. Leonard, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the Village of Mt. Leonard, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said Village and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its President and attested by its Vice President this 9th day of JUNE, 2003.

MISSOURI GAS ENERGY, a division of
Southern Union Company

By James H. Oglesby
James H. Oglesby
President and Chief Operating Officer

ATTEST:

Robert J. Hack
Robert J. Hack, Vice President,
Pricing and Regulatory Affairs

RJH 5/23/03

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of JUNE, 2003, before me, the undersigned, a Notary Public, came James H. Oglesby, President and Chief Operating Officer, and Robert J. Hack, Vice President, Pricing and Regulatory Affairs, of Missouri Gas Energy, a division of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kim W. Henzi
Notary Public

Kim W. Henzi
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Feb. 3, 2007

My Commission Expires:
Feb. 3, 2007

ORDINANCE NO. 7.40

AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Mt. Vernon, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MT.VERNON, MISSOURI:

SECTION 1. That there is hereby granted to Southern Union Company, a corporation operating a gas distribution system in the City of Mt. Vernon, Missouri, hereinafter called the Grantee, its successors and assigns, the rights, privileges and franchise, for a period of twenty (20) years from the effective date hereof, to construct, maintain and operate in the present and future streets, alleys, bridges and public places in said City, its gas distribution system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying natural gas for all purposes to the inhabitants of said City and consumers in the vicinity thereof.

SECTION 2. All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction in the premises, and the sale of gas to consumers shall be governed by the present operating rules, regulations and customers of Grantee and such rules and regulations as may hereafter be prescribed or approved.

SECTION 3. All mains, pipes and services which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representative of the City, replace such pavement or surface in substantially as good condition as before said work was commenced.

SECTION 4. Whenever because of public necessity or welfare the City engages in any public improvement construction project on any property owned by the City or dedicated wholly for public use and a portion of Grantee's plant system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City, alter, reset, or relocate at its own expense such portions of Grantee's plant system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City.

SECTION 5. Grantee shall not later than February 1 and August 1 respectively of each year, make a report to the governing board of the City of its gross receipts from the sale of natural gas for domestic and commercial purposes within the corporate limits of said City for the six (6) months' period ending at the last meter reading preceding December 31 and June 30 respectively; and at the time of making such reports, pay into the City treasury a sum equal to five (5%) percent of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the company. So long as Grantee shall be required, by any regulatory authority having jurisdiction, to separately state the franchise tax increment on its charges for natural gas service rendered under the franchise hereby granted, the term "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax (in lieu of all other occupation, license or other revenue taxes) for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such periods.

SECTION 6. That Ordinance No. 5.53 is hereby repealed.

SECTION 7. The Mayor of Mt. Vernon, Missouri, is hereby empowered and directed to execute a true copy of this granted franchise, and the City Clerk of said City is hereby directed to affix the City seal upon said true copy, and to attest the signature of the Mayor on said true copy, and to deliver said properly executed copy to Southern Union Company, shall thereupon execute and deliver its acceptance of said granted franchise to City Clerk.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval; provided that Grantee shall have filed its written acceptance within sixty (60) days from the date of such passage and approval.

Passed this 10th day of September, 1996.

ATTEST:

Mary H. Walker
City Clerk

Neal S Underwood
Mayor

Approved this 10th day of September, 1996

Neal S Underwood
Mayor

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This Acceptance of Ordinance received and filed this _____ day of _____, 1996

_____
City Clerk

City of Mount Vernon, Missouri

ACCEPTANCE OF ORDINANCE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

KNOW ALL MEN BY THESE PRESENTS, that Missouri Gas Energy, a division of Southern Union Company, a corporation organized and existing under the laws of the State of Delaware, the Grantee named in Ordinance No. 7.40 of the Ordinance of the City of Mount Vernon, Missouri, the same being entitled:

> "AN ORDINANCE granting to Missouri Gas Energy, a division of Southern Union Company, a Delaware corporation, operating a gas distribution system in the City of Mount Vernon, Missouri, its successors and assigns, a franchise to operate a natural gas distribution plant and system in said City, imposing an occupation and license tax, and relating thereto."

hereby accepts the terms and conditions of said Ordinance and the franchise granted.

IN WITNESS WHEREOF the said Missouri Gas Energy, a division of Southern Union Company, has caused this instrument to be signed by its Chief Operating Officer and attested by its Assistant Secretary this 8th day of October, 19 96.

MISSOURI GAS ENERGY, a division of Southern Union Company

By _____
C. Thomas Clowe
President and Chief Operating Officer

ATTEST:

_____
Brad Ziegler
Assistant Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 8th day of October, 1996, before me, the undersigned a Notary Public, came C. Thomas Clowe, President and Chief Operating Officer, and Brad Ziegler, Assistant Secretary of Southern Union Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Barbara Skopec
Notary Public

BARBARA SKOPEC
Notary Public-Notary Seal
STATE OF MISSOURI
JACKSON COUNTY
My Appointment Expires FEB 3, 1997

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