

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

TABLE OF CONTENTS

<u>Schedule</u>	<u>Description</u>	<u>Beginning Sheet No.</u>
	Index of Communities Served	3
	Index of Certificated Areas	6
	Maps of Certificated Areas	7
	Conversion to Ccf Measurement	9
ISRS	Infrastructure Replacement Surcharge	10
	Definition of Customers	11
TA	Tax Adjustment	13
PGA	Purchased Gas Cost Adjustment	14
RS	Residential Service	25
SGS	Small General Gas Service	27
LGS	Large General Gas Service	30
UG	Unmetered Gaslight Service	38
LV	Large Volume Service	40
	Sale or Transportation of Natural Gas Contract	50
STP	School Transportation Program	54
TRPR	Transportation Provisions	59
EGM	Electronic Gas Measurement Equipment	70
EDG	Economic Development Rider	72
	Whiteman Air Force Base	76
ITS	Intrastate Transportation Service	83
PP	Promotional Practices	96-102

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Missouri Gas Energy Kansas City, Missouri 64111

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INFRASTRUCTURE REPLACEMENT SURCHARGE (ISRS)

Description: Rate ISRS is designed to recover the costs associated with the Company's eligible infrastructure replacements in accordance with the provisions of sections 393.1009, 393.1012 and 393.1015, RSMo.

Applicability: Rate ISRS is applicable to each customer billing for service during the effectiveness of the ISRS rate element.

ISRS Rate Element: In addition to the other charges provided for in the Company's tariff, a monthly ISRS Rate Element shall be added to each bill for service on and after the effective date of the ISRS rate. The amount of the ISRS Rate Element, by customer class, is as follows:

Residential	\$0.00 per month	*
Small General Service	\$0.00 per month	*
Large General Service	\$0.00 per month	*
Large Volume Service	\$0.00 per month	*
Whiteman Air Force Base	\$0.00 per month	*
Intrastate Transportation Service	\$0.00 per month	*
CNG for use as a fuel in vehicles	\$0.00 per month	*

* - indicates new rate

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PURCHASED GAS COST ADJUSTMENT
PGA

VIII. PGA COMPUTATION VOLUMES

The following volumes shall be used for PGA rate filings made on or after May 1, 2009.

Purchase Volumes (P):

Volumes supplied over Southern Star Central system:

TSS-M	No Notice Fee	727,626	DKT
	Reservation - FSS - Deliverability	485,084	DKT
	Reservation - FSS - Capacity	8,724,110	DKT
	Reservation - FTS - P	153,957	DKT
	Reservation - FTS - M	727,626	DKT
	Injection - FSS	16,007,772	DKT
	Withdrawal - FSS	16,007,772	DKT
	Commodity - FTS - P	16,314,745	DKT
	Commodity - FTS - M	43,917,539	DKT

FSS-M	Reservation - FSS - Deliverability	8,729	DKT
	Reservation - FSS - Capacity	169,662	DKT
	Injection - FSS	288,057	DKT
	Withdrawal - FSS	288,057	DKT

FTS-P	Reservation	96,680	DKT
	Commodity	24,973,956	DKT
	Commodity Balancing Fee	24,973,956	DKT

FTS-M	Reservation	29,652	DKT
	Commodity	1,681,006	DKT
	Commodity Balancing Fee	1,681,006	DKT

	Total Commodity – City Gate	45,256,059	DKT
	Non-Commodity Transport Fuel	1,484,270	DKT
	Total Commodity – Field	46,740,329	DKT

Volumes supplied over Trunkline system:

FT	Reservation-Winter	24,096	DKT (thru 3/31/10)
FT	Reservation-Winter	0	DKT (Eff 4/1/10)

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<u>PURCHASED GAS COST ADJUSTMENT</u>			
<u>PGA</u>			
<u>Volumes supplied over Panhandle Eastern Pipe Line system:</u>			
EFT	Transmission-Market	22,062	DKT (thru 3/31/10)
	Transmission-Field/Market	22,062	DKT (thru 3/31/10)
	Reservation-Winter	23,745	DKT (thru 3/31/10)
	Transmission-Market-Winter	22,062	DKT (eff 4/1/10)
	Transmission-Market-Summer	10,000	DKT (eff 4/1/10)
	Transmission-Field/Market-Winter	22,062	DKT (eff 4/1/10)
	Transmission-Field/Market-Summer	10,000	DKT (eff 4/1/10)
	Reservation-Winter	0	DKT (eff 4/1/10)
	Commodity- Haven/Market	2,397,284	DKT
	Commodity- Field/Market	3,297,930	DKT
FS	Deliverability- Field	20,000	DKT
	Capacity- Field	122,650	DKT
	Commodity- Field/Storage	1,471,800	DKT
	Commodity- Storage/Market	1,471,800	DKT
	Total Commodity-City Gate	2,397,284	DKT
	Non-Commodity Transport Fuel	59,193	DKT
	Total Commodity-Field	2,456,477	DKT
<u>Volumes supplied over KM Interstate</u>			
FT – Prd/Mkt	Reservation	100,000	DKT
FT – Mkt	Reservation	50,000	DKT
	Total Commodity City Gate	10,738,405	DKT
	Non-Commodity Transport Fuel	366,461	DKT
	Total Commodity-Field	11,104,866	DKT
<u>Sales Volumes (V):</u>		561,070,748	Ccf

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PURCHASED GAS COST ADJUSTMENT
PGA

IX. GAS COST INCENTIVE MECHANISM

This Section IX implements, consistent with the Report and Order in Case No. GR-2009-0355, a revenue sharing grid pursuant to which revenues generated by capacity release and off-system sales (net of revenues from off-system sales made for "system protection" purposes) shall be shared between Company and its customers. The Company will set up an Incentive Revenue ("IR") Account into which the Company will record that portion of revenue retained by the Company according to the following percentages:

Annual Capacity Release Credits and Off-System Sales Margins	MGE Retention Percentage	Firm Sales Customer Percentage
First \$1,200,000	15%	85%
Next \$1,200,000	20%	80%
Next \$1,200,000	25%	75%
Amounts Over \$3,600,000	30%	70%

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RESIDENTIAL GAS SERVICE
RS

AVAILABLE

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

APPLICABLE

To natural gas service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include space heating, water heating, cooking, air conditioning, and other household uses.

Service hereunder is not available to locations served through a master meter or to a location other than the customer's domicile.

NET MONTHLY BILL

Rate

Fixed Monthly Charge:

\$26.88 per month

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SMALL GENERAL GAS SERVICE
SGS

AVAILABLE

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

APPLICABLE

To natural gas service supplied at one point of delivery to commercial customers and industrial customers whose natural gas requirements at a single address or location do not exceed 10,000 Ccf in any one year. This rate is also applicable to U.S. Military Bases for redistribution without resale for normal domestic uses when individual housing facilities are utilized for base personnel, and where delivery of gas can be made through master metering installations for distribution through facilities provided, owned, and regularly maintained and operated by the Government.

Transportation service under this schedule is only available to schools receiving transportation service under the School Transportation Program (STP) tariff schedule.

Each calendar year the Company will review the usage history of customers served under this tariff and the Large General Gas Service (LGS) tariff for usage characteristics that, in the Company's opinion are reasonably expected to occur in the future in order to determine under which rate they should be served for the next calendar year.

Compression of natural gas for use as a fuel in vehicular combustion engines-CNG

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

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<u>SMALL GENERAL GAS SERVICE</u> <u>SGS</u>
<u>NET MONTHLY BILL</u>
<u>Rate</u>
Fixed Monthly Charge: \$39.26 per month
Standby facilities charge - When a customer requests (in writing) retention of a meter larger than what is typical for the class of service that the customer has subscribed, the Company may charge the customer the Fixed Monthly Charge commensurate with the size of meter being retained. In situations where a customer has two meters on the customer's premise, MGE may charge the customer for the higher of the two Fixed Monthly Charges commensurate with the size of the larger of the two meters being retained, but shall not bill the customer the Fixed Monthly Charges for both meters. If the customer does not agree (in writing) to pay the Fixed Monthly Charge commensurate with the larger sized meter being retained, MGE is free to remove the un-utilized meter.
<u>Minimum</u>
The higher of the above rate for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

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LARGE GENERAL GAS SERVICE

LGS

AVAILABLE

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

APPLICABLE

To natural gas service supplied at one point of delivery to commercial customers and industrial customers whose natural gas requirements at a single address or location are greater than 10,000 Ccf in any one year and does not exceed 30,000 Ccf in any one month. Upon application and approval by the Company, this rate is also applicable to commercial and industrial customers whose natural gas requirements at a single address or location exceeds 30,000 Ccf in any one month of a twelve-month billing period.

This rate is also applicable to U.S. Military Bases for redistribution without resale for normal domestic uses when individual housing facilities are utilized for base personnel, and where delivery of gas can be made through master metering installations for distribution through facilities provided, owned, and regularly maintained and operated by the Government.

Transportation service under this schedule is only available to schools receiving transportation service under the School Transportation Program (STP) tariff schedule. In accordance with the Partial Stipulation and Agreement in GR-2009-0355, the Company will file revised transportation tariff sheets no later than March 15, 2010 with a proposed effective date of September 1, 2010 lowering the threshold for eligibility to include larger customers within the LGS class.

Each calendar year the Company will review the usage history of customers served under this tariff and the Small General Gas Service (SGS) tariff for usage characteristics that, in the Company's opinion are reasonably expected to occur in the future in order to determine under which rate they should be served for the next calendar year.

Compression of natural gas for use as a fuel in vehicular combustion engines - CNG

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

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LARGE GENERAL GAS SERVICE
LGS

NET MONTHLY BILL

Rate

Fixed Monthly Charge:

\$111.31 per month

Volumetric Delivery Charge:

\$0.12798 per Ccf for all gas delivered during the billing months of November through March.

\$0.07376 per Ccf for all gas delivered during the billing months of April through October.

Standby facilities charge – When a customer requests (in writing) retention of a meter larger than what is typical for the class of service that the customer has subscribed, the Company may charge the customer the Staff's proposed Delivery Charge commensurate with the size of meter being retained. In situations where a customer has two meters on the customer's premise, MGE may charge the customer for the higher of the two Staff proposed Delivery Charges commensurate with the size of the larger of the two meters being retained, but shall not bill the customer the Staff proposed Delivery Charges for both meters. If the customer does not agree (in writing) to pay the Staff proposed Delivery Charge commensurate with the larger sized meter being retained, MGE is free to remove the un-utilized meter.

In the event that a billing cycle has usage in more than one calendar month, the volumetric delivery charge will be prorated.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment (TA).
3. Infrastructure Replacement Surcharge (ISRS)

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UNMETERED GASLIGHT SERVICE
UG

AVAILABLE

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

APPLICABLE

To natural gas service supplied at one point of delivery to customers operating one or more outdoor gaslights where, the connection through which gas is supplied is at a distribution main or the customer's service line at a point ahead of the metering of other gas requirements.

As of May 1, 1990, no new or expanded service shall be provided under this schedule.

NET MONTHLY BILL

Rate

\$ 3.96 per gaslight unit.

For the purpose of this rate, a gaslight unit shall consist of a standard single mantle, or a pair of smaller mantles, and is assumed to require 15 Ccf of natural gas per month.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment (TA).

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LARGE VOLUME SERVICE
LV

AVAILABLE

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

APPLICABLE

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

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

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

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the Fixed Monthly Charge will be \$252.00. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

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LARGE VOLUME SERVICE

LV

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

Compression of natural gas for use as a fuel in vehicular combustion engines – CNG

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

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LARGE VOLUME SERVICE
LV

CONTRACT DEMAND OPTION

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

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

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

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LARGE VOLUME SERVICE
LV

NET MONTHLY BILL

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

Rate

Fixed Monthly Charge: \$878.95 per month

Volumetric Delivery Charge:

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

\$ 0.05477 per Ccf for the first 30,000 Ccf delivered, plus
\$ 0.04298 per Ccf for all additional gas delivered.

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

\$ 0.03463 per Ccf for the first 30,000 Ccf delivered, plus
\$ 0.02286 per Ccf for all additional gas delivered.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.3.

Maximum Delivery Charge: The delivery charge as stated above.

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

Basic service charge plus \$0.0005 per Ccf.

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SCHOOL TRANSPORTATION PROGRAM
STP

This program is established pursuant to section 393.310 RSMo.

AVAILABLE

Available to any seven-director, urban or metropolitan school district as defined pursuant to section 160.011, RSMo. Also available to any school for elementary or secondary education whether a charter, private or parochial school or school district. Such eligible school entities purchasing gas on an aggregated basis through a not-for-profit school association may enroll in this transportation program as provided hereinafter.

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Commodity Charge, the Aggregation Fee, the Balancing Fee (if applicable), and the EGM Charge (if applicable). Service hereunder is subject to the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Customer Charge and Commodity Charge

The Customer Charge and the Commodity Charge shall be those applicable based upon the class of service under which the eligible school entity took service immediately prior to enrolling in the school transportation program; provided that changes in usage volumes while enrolled in the school transportation program shall result in a change in class of service (and rates) as provided in the applicable rate schedules of this tariff.

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SCHOOL TRANSPORTATION PROGRAM

STP

In the event that a billing cycle has usage in more than one calendar month, the Commodity Charge will be prorated.

Aggregation Fee

An eligible school entity enrolled in the STP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

Balancing Fee

An eligible school entity enrolled in the STP shall be assessed a Balancing Fee of \$0.001 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

Reporting Requirements

The Company shall, no later than June 1st of each year of the STP, provide records of the revenues and expenses associated with the STP. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel and shall be categorized in sufficient detail to permit the PSC Staff and Office of the Public Counsel to determine what under-or-over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMo section 393.310. The Commission may, no later than November 1st of each year of the program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310. The Company reserves all rights available under the law.

EGM

An eligible school entity enrolled in the STP shall be required to have EGM equipment installed for individual meters reasonably expected to register more than 100,000 Ccf of usage per year. The terms and conditions governing the installation of such EGM equipment are found in Sheet Nos. 70, 71 and 71.1.

Minimum

The sum of the above fees and charges for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

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SCHOOL TRANSPORTATION PROGRAM

STP

Adjustments and Surcharges

The rates and charges hereunder are subject to adjustments as provided in the following schedules:

1. Tax Adjustment (TA).

OTHER TERMS AND CONDITIONS

Service hereunder is also subject to the following terms and conditions as approved by the Commission:

1. Gross Receipts Taxes--To enroll in the STP, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, on the basis of actual gas supply costs in a manner similar to the way such taxes would be paid if service were not taken under the STP but as traditional sales service under rate schedules SGS, LGS or LVS. It shall be the responsibility of the school aggregator or administrator to make the tax payments directly to the appropriate taxing authority.
2. Contract--To enroll in the STP, an eligible school entity shall execute and provide to the Company the contract contained in Sheet Nos. 58.1 through 58.4.
3. Billing through Designated Agent--Billing of charges will occur through the not-for-profit association, or its designated agent. The company will render bills to the not-for-profit school association, or its designated agent, which shall in turn render bills to the participating individual eligible school entities.
4. Capacity Release--The Company shall release interstate pipeline capacity to the not-for-profit school association or its designated agent for a cost equal to the company's system-wide average interstate transportation cost. All capacity release revenue received pursuant to this provision from the not-for-profit school association or its designated agent will be credited to the Company's PGA account. The Company shall determine the amount of capacity needed to be released based on the participating eligible school entities' total peak month with an assumed peak day requirement equal to 150% of the average daily consumption during such peak month.

DATE OF ISSUE February 16 2010
month day year

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month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM

STP

5. Delivery Points--So long as volumes delivered under the STP do not, and are not reasonably expected to, exceed 30,000,000 Ccf in a twelve (12) month period, volumes of natural gas to be transported on the Company's distribution system under this schedule STP shall be delivered into the Company's Kansas City market area and the Company will deliver such thermally equivalent volumes of gas less any retainages to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.
6. Nominations—The usage of eligible school entities enrolled in the STP may be aggregated into pools for purposes of nominations, balancing, assessment of unauthorized use charges and billing. Eligible school entities enrolled in the STP with EGM shall not be pooled with eligible school entities enrolled in the STP without EGM. All members of a pool shall be on the same billing cycle.

Prior to the commencement of deliveries of gas hereunder, the transporting pipeline shall notify Company of the pool's daily nomination of MMBTUs to be transported. Should the pool's daily requirement for transportation volumes change, the transporting pipeline shall be notified of its new nomination level 24 hours prior to making any such change. The transporting pipeline company will notify Company of any such nomination change.

For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with the transporting pipeline (s), Company may at its sole discretion, communicate customers' daily usage information and/or grant electronic access to such information as requested by transporting pipelines.

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month day year

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Missouri Gas Energy,
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For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM

STP

The transporting pool shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company.

The Company will not accept gas from a pool where such pool causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a pool transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the pool, or its designated agent, upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

7. Refunds--Except for the Balancing Fee as provided hereinabove, it is the Company's general intention that reconciling factors within the Purchased Gas Adjustment clause not apply to volumes transported under the STP; provided, however, that the Commission shall retain authority to order otherwise upon good cause shown.
8. General Transportation Provisions--The following Transportation Provisions (TRPR) also apply to service under this schedule STP:
 - a. Responsibility for Transported Gas (Sheet No. 59)
 - b. Daily Quantity (Sheet No. 60);
 - c. Quality, Heat Content and Delivery Pressure for Transportation (Sheet Nos. 60a, 61 and 61.1);
 - d. Cash Out (Sheet 61.1 and 61.2)
 - e. Priority of Service (Sheet Nos. 61.4, 62 and 63);
 - f. Unauthorized Deliveries and Penalties (Sheet Nos. 64, 65 and 66)

DATE OF ISSUE February 16 2010
month day year

DATE EFFECTIVE March 18 2010
month day year

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Missouri Gas Energy,
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For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM
STP

CONTRACT FOR SCHOOL TRANSPORTATION PROGRAM

THIS AGREEMENT, made this ____ day of _____, _____, between **MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY**, hereinafter referred to as "Company", and _____, hereinafter referred to as "Customer".

WITNESSETH: That Company owns and operates facilities for the distribution, sale and transportation of natural gas and Customer desires to transport gas purchased through a not-for-profit school association through Company's distribution facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereof, Company and Customer have agreed and do hereby covenant and agree each with the other as follows, to wit:

1. Subject to all the terms and conditions of this Contract, Company agrees to transport for and Customer agrees to transport through Company, natural gas for use at its facility at _____, Company account number _____, at the rates and charges due and payable pursuant to the Company's applicable Gas Rate Schedule **STP**, the provisions of which are hereby incorporated by reference, and upon the terms and conditions set forth in such Rate Schedule and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law. Company shall provide a copy of "General Terms and Conditions" upon request.

2. Customer shall receive transportation service from Company at its existing facility located at _____ from _____ delivery location _____, or as may otherwise be subsequently agreed by the parties hereto. Customer may have various accounts that qualify for transportation as a single location and elect to have Company transport natural gas in accordance with tariffs filed by Company with the regulatory authority having jurisdiction. In that event, the service address, account number and rate schedule of each account to receive transportation shall be as follows:

DATE OF ISSUE February 16 2010
month day year

DATE EFFECTIVE March 18 2010
month day year

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

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

<u>SCHOOL TRANSPORTATION PROGRAM</u>		
<u>STP</u>		
<u>SERVICE ADDRESS</u>	<u>ACCOUNT NO.</u>	<u>RATE</u>
<p>3. Customer agrees to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, in a manner similar to the way such taxes would be paid if gas service were not taken under the school transportation program.</p> <p>4. Customer understands and agrees that billing for gas service under the school transportation program will occur through the not-for-profit school association, or its designated agent. Customer understands and agrees that it remains responsible for charges for gas service taken under the school transportation program. The name of the not-for-profit school association through which customer is purchasing its natural gas supplies to be transported over the Company's facilities under this school transportation program is:</p> <p>_____</p> <p>Customer hereby authorizes the above-named not-for-profit school association, or its designated agent, with usage and account information as necessary to administer gas service under the school transportation program.</p> <p>5. Should Company be requested by Customer to install new facilities in order to provide deliveries hereunder or to expand its existing facilities, the special conditions under which such investment will be recovered from Customer are as set forth in a "Special Conditions Amendment" to be attached when applicable.</p> <p>6. This Contract shall continue from the date of execution through the next October 31. This contract shall continue thereafter from year to year until terminated by either party giving written notice at least 180 days prior to the November 1st renewal date, provided however, Company may terminate or suspend its obligations under this Contract as provided for in its General Terms and Conditions.</p>		

DATE OF ISSUE February 16 2010
month day year

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Missouri Gas Energy,
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For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM

STP

7. Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided customer shall have the right to protest any changes.

8. This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulation, and orders of any other regulatory authority having jurisdiction of the subject mater or either of the parties hereto.

9. Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.

10. The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.

11. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether or a like or of a different character.

12. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

13. This Contract sets forth the only agreements between the Company and Customer and all prior agreements, contracts or other mutual understandings whether oral or in writing shall be considered canceled as of the date of this Contract.

DATE OF ISSUE February 16 2010
month day year

DATE EFFECTIVE March 18 2010
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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM
STP

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above.

**MISSOURI GAS ENERGY, A DIVISION OF
SOUTHERN UNION COMPANY**

By _____

By _____

Attest: _____

Attest: _____

Legal Department Approval

DATE OF ISSUE February 16 2010
month day year

DATE EFFECTIVE March 18 2010
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Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS
TRPR

- (b) Affidavit: A customer to be represented by an agent must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.
- (c) Billing: Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.
- (4) Aggregation: Customers' agents shall be allowed to aggregate their customers' usages for purposes of nominating and balancing transportation deliveries on the same pipeline.
 - (a) Aggregation Groups (Pools): An agent shall establish its customers within each aggregation area into a pool or pools. Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.
 - (b) Changes to Pools: Company must receive changes to pools, in writing, no later than four (4) business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an OFO or POC. In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the month following.
 - (c) Monthly Imbalances: The agent selecting pooling or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section A-9, Cash Out.
- (5) Nominations: A transportation service customer or the customer's agent shall be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point in order to meet customer's or pool's daily requirement for flowing gas plus retainage.

DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE March 18, 2010
month day year

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Missouri Gas Energy, Kansas City, MO 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

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

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

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

1.0 times the index price for each MMbtu of imbalance up to and including 5% of nominations, plus

1.2 times the index price for each MMbtu of imbalance which is greater than 5%, up to and including 10% of nominations, plus

1.4 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

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

1.0 times the index price for each MMbtu of imbalance up to and including 5% of nominations, plus

0.8 times the index price for each MMbtu of imbalance which is greater than 5% of nominations, up to and including 10%, plus

0.6 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, minus the incremental/variable storage injection rate.

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Month Day Year

DATE EFFECTIVE: March 18, 2010
Month Day Year

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Missouri Gas Energy,
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For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

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

B. PRIORITY OF SERVICE

(1) Notice: Notice of Operational Flow Orders (OFO's) and Periods of Curtailment shall be provided as far in advance as practicable and prospectively may be changed by Company upon reasonable advance notice as conditions warrant. Where practicable, OFO's will be issued by 12 noon Central time and will be effective the second day after issuance, thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO. Company may make OFO's effective with a shorter notice if necessary to protect the integrity of its system and/or where such actions are necessary to insure compliance with the requirements of upstream pipeline companies and shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO. Notice shall be given to each affected customer by telephone and in writing, in the manner elected by the customer or its agent, including facsimile and electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph. During emergency situations, if providing notice to customers by one of the previously identified methods is not practicable, Company may use commercial radio and/or television to notify customers. MGE will also make every reasonable effort to provide direct notification by electronic or telephonic means to each affected customer.

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Month Day Year

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Month Day Year

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Missouri Gas Energy,
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For: All Missouri Service Areas

TRANSPORTATION PROVISIONS
TRPR

Notice of an OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance and the parameters of such compliance. Upon termination of an OFO, MGE will post on its website the rationale for lifting that particular OFO.

- (2) Operational Flow Orders: Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary to protect the integrity of its system or any portion thereof and/or to insure compliance with the requirements of upstream pipeline companies. Any OFO, along with associated conditions and penalties, shall be limited, as practicable to address only the problem(s) giving rise to the need for the OFO. Company may issue notice of an OFO as provided in section (1) above to instruct all customers or agents served through a given pipeline segment, on a distribution system or any portion thereof or any individual agent or customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers or agents are required to avoid Under-Deliveries, Over-Deliveries, or both. Conditions which threaten the integrity of the Company's distribution system may include but are not limited to, exceeding the maximum allowable operating pressure of the distribution system segment, loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas consistent with its tariff. Conditions relevant to compliance with the requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. Company's actions with respect to its OFO's shall be reasonable, objective, non-discriminatory and consistent with the General Terms and Conditions for Gas Service, Section 13 Priority of Service. Before issuing an OFO, MGE will attempt to identify specific customers causing the conditions that give rise to the need for the OFO, and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

DATE OF ISSUE: February 16, 2010
Month Day Year

DATE EFFECTIVE: March 18, 2010
Month Day Year

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Missouri Gas Energy, Kansas City, MO 64111

Missouri Gas Energy,
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For: All Missouri Service Areas

TRANSPORTATION PROVISIONS
TRPR

- (a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the company, preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies.
 - (b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies.
 - (c) Authorized Usage: A transportation service customer's authorized usage during an OFO shall be equal to that customer's daily retainage-adjusted confirmed nomination in MMBtus.
 - (d) Interrupted Supply: On any day on which a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainage-adjusted confirmed nomination in MMBtus being delivered to Company on behalf of that customer.
 - (e) MGE will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or MGE directives.
 - (f) Curtailement of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system and the Company's system capacity is adequate to make deliveries as provided in Section A-11, Limitations.
- (3) Period of Curtailment: Consistent with the provisions of Section A(10) Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.
- (a) Authorized Usage: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.
 - (b) Curtailement Priority: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority

DATE OF ISSUE: February 16, 2010
Month Day Year

DATE EFFECTIVE: March 18, 2010
Month Day Year

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

APPLICABLE

This rate schedule is applicable to all natural gas sales and transportation requirements of Whiteman Air Force Base (customer) except customer's natural gas requirements for armed forces housing. Requirements for armed forces housing will continue to be provided under Company's tariff for such service or such replacement tariff as may be authorized by the Commission.

NET MONTHLY BILL

Rate

Fixed Monthly Charge:
\$878.95 per month

Volumetric Delivery Charge:

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

\$0.05477 per Ccf for the first 30,000 Ccf delivered, plus
\$0.04298 per Ccf for all additional gas delivered.

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

\$0.03463 per Ccf for the first 30,000 Ccf delivered, plus
\$0.02286 per Ccf for all additional gas delivered.

This charge is applicable to all gas transported necessary to satisfy customer's annual sales and transportation requirement of up to 2,000,000 Ccf, plus

\$0.03787 per Ccf during the period November through March for all gas delivered necessary to satisfy customer's annual delivery requirement of more than 2,000,000 Ccf but less than 3,000,000 Ccf, plus

DATE OF ISSUE February 16, 2010
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month day year

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For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

\$0.01464 per Ccf for all gas delivered necessary to satisfy customer's annual delivery requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

\$0.03787 per Ccf for all additional gas delivered.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchase Gas Cost Adjustment (PGA).
2. Tax Adjustment (TA).
3. Infrastructure Replacement Surcharge (ISRS)

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE March 18, 2010
month day year

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Missouri Gas Energy,
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For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE
ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$878.95 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE February 16, 2010
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DATE EFFECTIVE March 18, 2010
month day year

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Missouri Gas Energy, Kansas City, MO. 64111

FORM NO. 13
P.S.C. MO. No. 1
Canceling P.S.C. MO. No. 1

Third Revised
Second Revised

SHEET No. 93
SHEET No. 93

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

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DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE March 18, 2010
month day year

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

FORM NO. 13
P.S.C. MO. No. 1
Canceling P.S.C. MO. No. 1

Eighth Revised
Seventh Revised

SHEET No. 94
SHEET No. 94

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

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DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE March 18, 2010
month day year

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Missouri Gas Energy, Kansas City, MO. 64111

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

Fourth Revised
Third Revised

SHEET No. 95
SHEET No. 95

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

This Sheet Left Blank Intentionally

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month day year

DATE EFFECTIVE March 18, 2010
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a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

NATURAL GAS CONSERVATION INITIATIVES

A. Energy Education Program

As an Energy Star® partner, MGE will continue to make information available to customers through MissouriGasEnergy.com, print and radio announcements and, where possible, work in cooperation with other Energy Star® partners and other energy conservation collaboratives to further public education programs. In addition MGE will continue to implement and promote the use of an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to assist customers with natural gas conservation efforts through the choice of high efficiency natural gas water heaters and/or space heating systems. Incentives are being offered for a portion of the cost of such systems with an Energy Star® rating (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355, subject to adjustment as provided therein.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant – An existing customer with an active account who is being served under the Company's Residential rate class or Small General Service (domestic use customers only in the SGS rate class), which includes builders, developers and residential property owners who purchase and install a qualifying efficient natural gas water heating or space heating system, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE residential customer or domestic use Small General Service customer (no final bill or inactive accounts) which includes builders, developers and residential property owners who purchase and install a natural gas space heating or water heating system with an Energy Star® rating (where applicable) within MGE's service territory.

Energy efficiency programs for the Small General Service rate class will be developed with the Energy Efficiency Collaborative. Tariffs will be filed once these programs are developed and approved.

Residential customers will be eligible to receive the following rebates:

- \$40 for a tank water heating system that meets current Energy Star® criteria.
- \$200 for a tankless water heating system that meets current Energy Star® criteria.
- \$200 for a natural gas furnace that meets current Energy Star® criteria.
- \$450 for a combination furnace/water heater that meets current Energy Star® criteria.
- \$200 for a natural gas boiler system that meets current Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system that meets current Energy Star® criteria.

DATE OF ISSUE February 16, 2010
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Missouri Gas Energy,
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For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Qualifying participants are limited to one rebate under this program per system installed. This rebate is independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heating or space heating system.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2009-0355, the Company will initially fund \$1,500,000 on an annual basis, subject to increases toward the goal of .5% of the Company's gross operating revenues as may be recommended by the MGE Energy Efficiency Collaborative (EEC). These amounts will be deferred and treated as a regulatory asset and shall be eligible for rate base treatment and rate recovery in subsequent rate proceedings with a ten-year amortization period. Each year on or around November 1, Company will prepare a budget of program expenditures subject to approval by the EEC. The approved budget will be used for the ensuing 12 months unless the EEC agrees that there is a need to make changes within a budget year. Any excess funds remaining as of the effective date of rates in GR-2009-0355, shall have interest applied equal to 7.72%, until such funds are expended. The Company will not defer amounts under this Section until such excess funds are spent.

ENERGY EFFICIENCY COLLABORATIVE

EEC, formed as a result of Case No. GT-2008-0005, will provide oversight for the design and implementation of energy efficiency programs for MGE's Residential and SGS classes. The members of the EEC include designated representatives from MGE, Commission Staff, Public Counsel and Department of Natural Resources. Each entity shall have one vote each. The EEC will seek to make decisions by consensus, but where consensus cannot be reached, any of the charter members may petition the Commission to resolve any differences over the selection or design of specific future programs for implementation, funding, or any other aspects of the energy efficiency program development and evaluation process. Other appropriate parties, such as electric utilities with service territories that overlap MGE's service territory, that are acceptable to the EEC charter members may also participate in the EEC process but will not be part of the EEC decision making process.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

1. For the Energy Efficiency Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site.

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month day year

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

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

First Revised
Original

SHEET No. 103
SHEET No. 103

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

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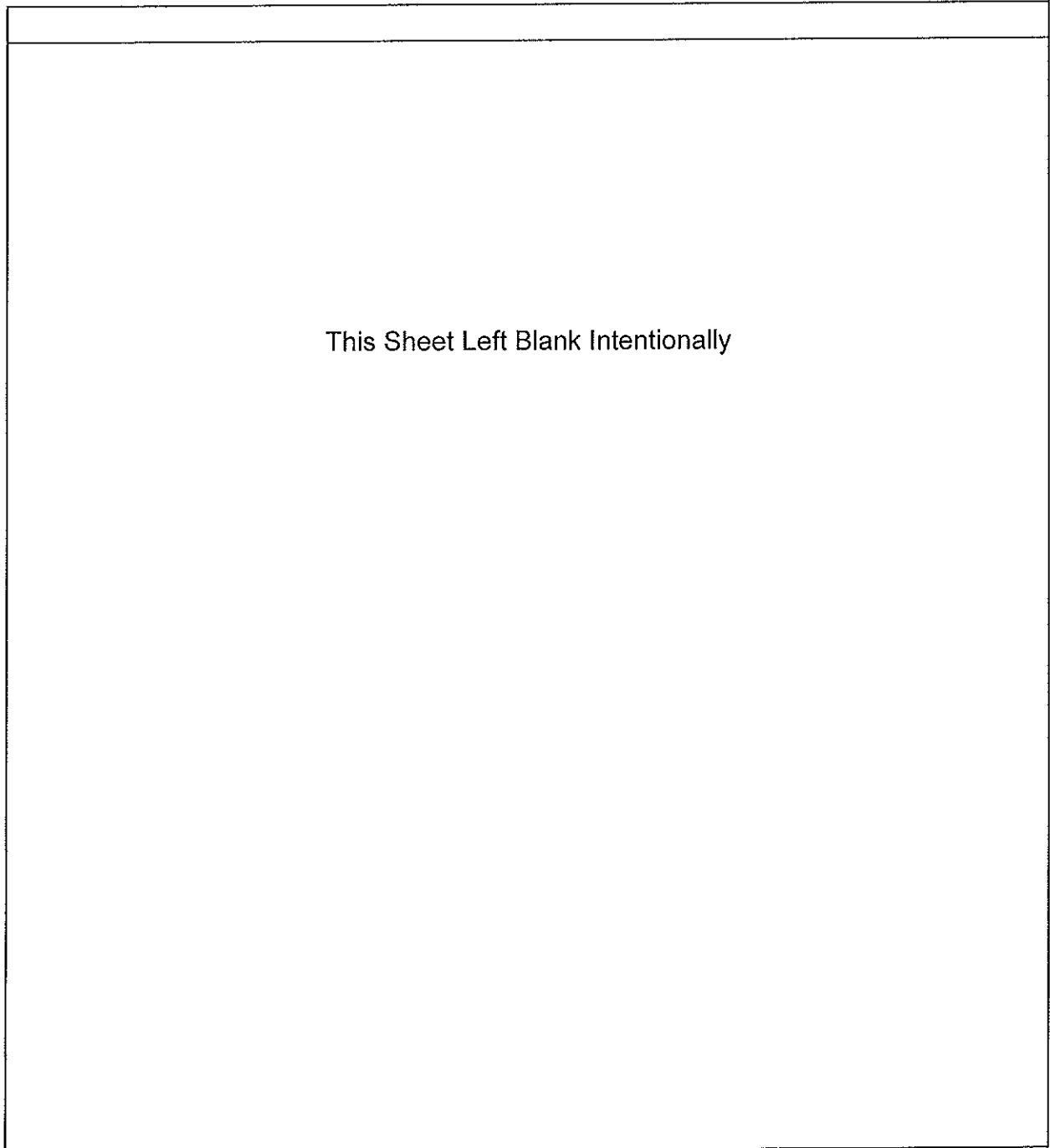
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For: All Missouri Service Areas



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Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

(5) Notwithstanding any other provision of this rule, Company may refuse to commence service temporarily for reasons of maintenance, health, safety or a state of emergency until the reason for such refusal has been resolved.

(6) Any provision of this section may be waived or varied by the commission for good cause.

3.03 CONNECTION OF SERVICE: The Company shall charge a transfer fee as set forth in Section 14 herein to service applicants when natural gas service is not being initiated or reinstated but is continuing from a prior customer unless the transfer is made from a landlord to tenant or tenant to landlord in connection with a revert to owner agreement on file with the Company as specified in Section 4.11 herein, in which case the transfer fee will be as set forth in Section 14 herein. The Company shall charge a connection fee as set forth in Section 14 herein to service applicants when natural gas service is being initiated for the first time or had been previously terminated at the location. At the customer's option, the connection fee may be spread out over a period not to exceed four months. Separate fees for reconnection of service after discontinuance by the Company are provided for in Section 3.12 herein.

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

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

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

In the event that customer fails to give notice of discontinuance of service to Company, customer shall continue to be liable for gas service supplied to the premises until such time as Company receives a service request from a new occupant or owner of the premises.

The owner of rental property may contract in writing for gas service to be continued automatically in the owner's name, with full responsibility for payment for all gas thereafter delivered, when service is terminated at the request of the tenant. The charge for such revert to owner transfer will be as set forth in Section 14 herein. No such contract providing for automatic continuation of service shall be for a lesser initial term than one year, and shall continue in effect thereafter until terminated by either party upon 30 days written notice; provided, however, that such contract may be terminated during the initial term upon notification in writing to Company that the owner has sold said rental property.

- 4.12 NOTICES: Except as provided in Section 4.06, herein, all notices addressed to Company shall be in writing. Telephone communication shall not be considered proper notice; however, if oral orders are taken in person or over the telephone by an agent of Company, it is for customer's convenience and shall be done at customer's risk. Company shall not be responsible for error, delay, or expense resulting from such procedure, but shall exercise reasonable diligence in carrying out such oral communications from customer.

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

14. OTHER CHARGES

14.0 SCHEDULE OF OTHER CHARGES:

<u>Description of Charge</u>	<u>Section Ref.</u>	<u>Amount</u>
Collection or disconnection	3.11	\$24.00
New connection charge	3.03	\$32.00
Transfer charge	3.03	\$32.00
Revert to owner	4.11	
Landlord to tenant transfer	3.03	\$15.00
Tenant to landlord transfer	3.03	\$15.00
Reconnection charge:		
Failure to furnish deposit	2.05	\$65.00
At customer's request	3.12	\$65.00
Reselling or redistributing gas	4.09	\$65.00
Fraudulent or unauthorized use of gas	4.10	\$65.00
Meter removal and reinstallation at Customer's request	5.02	\$65.00
Failure to provide access for meter reading	5.05	\$65.00
Tampering with Company property	4.05 & 4.08	\$65.00
Cut off at curb (unpaved) Disconnection & reconnection	4.10	\$56.00
Cut off at main (paved) Disconnection & reconnection	4.10	\$106.00

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