
Terms and Conditions

(Continued From Sheet No. 43)

LIMITATIONS OF SERVICE:

Resale Prohibited.

The Company will not furnish gas for resale, except for gas used for conversion to compressed natural gas (CNG). The term resale shall mean the furnishing of gas by a Customer to a third party where the gas so furnished is separately charged for or metered.

Redistribution of Gas.

The Customer may furnish gas for the use of third parties in a single building only, or a separate section of a building, which is unified physically and in operation, under circumstances which do not constitute resale. The furnishing of gas from metering facilities to an adjacent property or parcel under separate ownership is prohibited.

High Pressure Gas Service.

Gas is normally supplied by the Company from a main or service regulator normally operating at low pressure equivalent to six inches of water column. Pressure delivery greater than low pressure is considered high pressure. Two pounds per square inch gauge pressure (2 psig), is available up to 1,500 cfh, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at approximately two (2) pounds per square inch gauge pressure (2 psig).

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 1,000 cubic feet per hour or whose installed equipment requires such higher pressure, upon agreement by the Company and the Customer. Such higher delivery pressure shall be supplied within the range of accuracy provided by a specified service regulator used by the Company.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of six inches of water column shall be corrected to a basis of one-fourth (1/4) pound (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch, or 14.65 pounds per square inch absolute pressure. The Company reserves the right to correct gas deliveries to a temperature standard of 60 degrees Fahrenheit and to apply deviation factors for supercompressibility.

* **Continuous Service.**

The Company will endeavor to furnish a regular supply of gas to the Customer, unless otherwise specified in the rate. The liability of the Company for damages arising out of service interruptions occurring in the course of furnishing service, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the fixed charges that would otherwise be billed to the Customer for the period of service during which such service interruption occurs. No other liability shall in any case attach to the Company, including any indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, production, revenues, profits, or goodwill, even if advised of the possibility of the same.

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Terms and Conditions

(Continued From Sheet No. 44)

*** Limitations on the Rendering of Gas Service.**

In the event of a gas shortage or an interruption in the Company's gas supply for any reason, the Company shall be entitled: (1) to curtail deliveries of gas to any commercial or industrial Customer, whenever in its judgment such curtailment shall be necessary for the maintenance of gas service to the Company's residential and small commercial Customers; and (2) to allocate available gas supply among some or all of its remaining Customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of such Customers in addition to its residential and small commercial Customers. In effecting any such curtailment or allocation of deliveries, the Company shall first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety, and where the gas not delivered can conveniently and readily be utilized by the Company to reduce any deficiency in the gas supply to its other Customers. The Company shall not be liable for any damage whatsoever by reason of any such curtailment or discontinuance or because of any shortness of advance notice given directing such curtailment or discontinuance.

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