

**LARGE VOLUME GAS CONTRACT**  
**SPIRE MISSOURI INC.**  
**(Missouri East)**

THIS LARGE VOLUME GAS CONTRACT ("Contract") made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **SPIRE MISSOURI INC.**, acting through its Missouri East division ("Vendor"), and **Company Name** ("Vendee").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and Vendee agree as follows:

1. Subject to the terms and conditions herein contained, Vendor agrees to sell, and Vendee agrees to purchase and pay for, gas required by Vendee for Vendee's own use and not for resale at:

**COMPANY NAME**  
**SERVICE ADDRESS**  
**SERVICE CITY, STATE, ZIP CODE**

2. All gas hereunder shall be delivered and paid for in accordance with the applicable "Large Volume Service Rate" schedule, and Rules and Regulations of Vendor on file with the Missouri Public Service Commission, as such rate schedule and Rules and Regulations may be amended from time to time. Said rate schedule and Rules and Regulations, as the same may be amended from time to time, are hereby made a part of this Contract. In case the rate provided by said present schedule shall be lawfully increased, other than through operation of the Purchased Gas Adjustment Clause incorporated in said schedule, Vendee shall have the right upon written notice to Vendor to take gas after such increase becomes effective under any other applicable rate schedule of Vendor.

3. Bills shall be rendered monthly by Vendor and shall be due and payable on the due date stated thereon. If any bill is not paid by Vendee when due, Vendor may suspend all deliveries until such bill shall have been paid, but the exercise of such right shall be in addition to any other remedies available to Vendor.

4. This Contract shall continue in effect for one (1) year from the date hereof, and thereafter until terminated as hereinafter provided or by mutual agreement of the parties.

5. Vendee may terminate this Contract at any time at or after the end of one (1) year from the date of this Contract by not less than thirty (30) days' written notice to Vendor. In such case, Vendee shall have the right to have this Contract reinstated at any time within one (1) year after such termination, upon written notice by Vendee to Vendor; provided that: (a) after the termination date and prior to receiving such notice, Vendor has not sent a written notice to Vendee revoking Vendee's right of reinstatement; and (b) upon request by Vendor, Vendee pays Vendor a reinstatement adjustment equal to: (i) the charges Vendee would have been required to pay for service during the period from the date of termination to the date of reinstatement had this Contract never been terminated; less (ii) any amount that is less than the amount provided in (i) above that was actually paid by Vendee to Vendor for gas service provided by Vendor during the same period pursuant to a different rate schedule. In case

(over)

of such reinstatement, this Contract may not again be terminated by Vendee as of any date before the end of one (1) year from the termination which preceded such reinstatement; provided, however, at or after the end of such year, this Contract may be again terminated, with right of reinstatement, the same as if no previous termination and reinstatement had taken place.

6. Vendor shall be entitled to terminate this Contract on thirty (30) days' written notice to Vendee at any time when Vendee has the right to terminate this Contract on like notice, but such termination shall be without right of unilateral reinstatement by Vendor, and in addition, Vendor may, by written notice to Vendee, revoke the right of reinstatement by Vendee at any time after this Contract has been terminated by Vendee, but before Vendor has received notice of reinstatement from Vendee.

7. Vendor agrees to install, operate and maintain a meter or meters of suitable capacity and design to measure the volumes of gas supplied hereunder. The number of therms shall be computed according to the regular and proper practices of Vendor.

8. The point of delivery of all gas is at the outlet of Vendor's meter, where title shall pass to Vendee, and thereafter all responsibility is assumed by Vendee.

9. The title to all service pipes, meters, regulators, attachments and equipment placed on Vendee's premises and not sold to Vendee shall remain in Vendor, with right of removal, and no charge shall be made by Vendee for use of premises occupied thereby, and Vendee agrees to be responsible for any loss or damage thereto resulting from willful or negligent acts of Vendee or its agents or employees. Vendee agrees to provide at its own expense any and all housing deemed necessary by Vendor for meter stations now or hereafter necessary for the furnishing of gas hereunder.

10. Vendor reserves the right to refuse to permit an increase in Vendee's load as heretofore existing, or as contemplated by Vendor, at the time of the execution of this Contract.

11. Neither party shall be liable for any delay or failure in the performance of its respective obligations under this Contract to the extent such delay or failure is due to any circumstances beyond their respective reasonable control, including, but not limited to, actions of legal authority, strikes, lockouts, labor disputes, riots, fires or other casualties, tornadoes, floods, acts of God, war, accidents, breakage or repair of pipeline or machinery, and depletion or shortage of gas supply.

12. Notwithstanding anything to the contrary contained in this Contract, Vendor shall have the right, but not the obligation, to terminate this Contract if Vendee's billing demand for gas is not equal to, or greater than, 250 therms, and/or Vendee's annual usage is not equal to, or greater than, 60,000 therms.

13. This Contract is subject to all laws and lawful orders, rules, regulations, and rate orders (including, but not limited to, orders, rules or regulations relating to curtailment of deliveries in the event of a shortage of gas) of the Missouri Public Service Commission or other duly constituted authority having jurisdiction over Vendor, Vendee and/or the subject matter of this Contract.

14. This Contract supersedes any and all existing contracts between Vendor and Vendee covering all or any part of the gas service to be furnished hereunder.

IN WITNESS WHEREOF, Vendor and Vendee have executed this Contract the day and year first above written.

**SPIRE MISSOURI INC.**  
(Vendor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY NAME**  
(Vendee)

By: \_\_\_\_\_

Title: \_\_\_\_\_