

Memphis Light, Gas and Water

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GAS Service Policy Manual

2009



MEMPHIS LIGHT, GAS AND WATER DIVISION

MEMPHIS, TENNESSEE

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PREFACE

This “Gas Service Policy Manual” was approved by the Memphis Light, Gas, and Water Board of Commissioners (MLGW) on May 21, 2009 to become effective July 6, 2009.

It is not practical to create such a document that addresses every conceivable condition or situation in detail. Instead, this booklet covers most of the recurring situations where standardized policies and practices have been established.

No officer, agent or employee of MLGW has authority to waive or modify the provisions of this manual unless specifically authorized to do so by the Board of Light, Gas and Water Commissioners. The Board may revise this manual at any time and may modify or suspend any portion of it temporarily or permanently.

Gas Service Policy

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GAS DIVISION POLICIES

101 GENERAL

101.1 SCOPE

These policies are established as guidelines and authority for the conditions under which MLGW will render gas service to a customer or group of customers.

101.2 APPLICATION OF POLICIES

The provisions of these policies apply to all customers receiving gas service from MLGW. Nothing contained in these policies will affect or prejudice any rights of MLGW under any existing contract or release or discharge any existing obligation to MLGW.

101.3 AUTHORITY OF THE BOARD

101.3.1 In all matters involving the exercise of judgment or in case of dispute, the decision of the Board will be final.

101.3.2 These policies may be revised, amended, waived, supplemented, or otherwise changed without notice, by action of the MLGW Board of Commissioners.

101.3.3 The Board of Commissioners will establish rates for the various classes of gas service available to the customers. Such rates may be subject to approval of the City Council.

101.4 PROVISION OF SERVICE

101.4.1 MLGW will furnish gas to all customers to the extent that distribution facilities are available and adequate as determined by MLGW.

101.4.2 MLGW reserves the right to refuse service to a new customer whenever, in MLGW's opinion, any of the following exist:

1. The furnishing of gas service would be detrimental to the safe and continued operation of the distribution system or to the adequacy

of supply to existing customers or could present an unsafe or hazardous condition to any person or property.

2. A customer has not complied with all applicable provisions of this manual.
3. MLGW is instructed to withhold service by any authority having jurisdiction.
4. Any component of the gas piping system, including connected appliances and gas utilization devices, downstream of the meter is in conflict with the requirements of Part II of this policy.

101.4.3 MLGW will discontinue immediately, and if necessary, without notice, gas service to any existing customer when in MLGW's opinion any of the following exist:

1. The continued furnishing of gas service would be detrimental to the safe and continued operation of the distribution system or to the adequacy of supply to existing customers or could present an unsafe or hazardous condition to any person or property.
2. The customer has attempted to tamper with or interfere with the proper operation of any item of MLGW's equipment such as meters, regulators, valves, or control devices.
3. MLGW is instructed to discontinue service by any authority having jurisdiction.
4. Any component of the gas piping system, including connected appliances and gas utilization devices, downstream of the meter is in conflict with the requirements of Part II of this policy.

101.4.4 MLGW reserves the right to discontinue service for delinquency in payment of bills or other obligations to MLGW under the provisions of Section 105.5 of this manual.

101.5 MLGW'S RESPONSIBILITY TO CUSTOMER

101.5.1 Service rendered will be non-discriminatory in nature. No group, organization, business or individual will receive preferential treatment.

101.5.2 In the absence of a written contract to the contrary, any service rendered by MLGW to any customer in testing, inspecting, adjusting, or repairing any gas lines, equipment or appliances owned by the customer will be for the convenience of the customer, and while engaged in any such work, MLGW or its agents will not be liable for any loss or damage resulting there from, and the customer will protect and indemnify MLGW against any such loss or damage.

101.5.3 MLGW will provide a cost estimate for new or expanded services to the applicant for acceptance. The applicant has ninety (90) days to accept this estimate from the date of quotation. Should the applicant not do so in this time frame, MLGW will update the cost estimate to reflect current costs and policies. If the applicant has made financial arrangements within the ninety (90) day period, but has prevented MLGW from starting construction within twelve (12) months from the date of the original contract, deposit or payment, MLGW may revise the cost estimate and require the applicant to make new and additional financial arrangements.

For Subdivisions, Apartments, Ranchettes, and Mobile Home Communities quoted by Residential Engineering, the applicant will have 180 days to accept an estimate from the date of quotation. If the applicant chooses to pay within the first (90) days, they will receive a discount. Both options will be clarified in the quote letter given to the customer.

101.5.4 MLGW may, as it deems appropriate and at no charge to the customer, make any repairs or replacement to the customer's service pipe from the property line to meter center.

101.6 CUSTOMER'S RESPONSIBILITY TO MLGW

101.6.1 The customer will be responsible for any loss sustained by MLGW by reason of damage or destruction to MLGW's facilities through negligence or wrongful act of the customer. Any obligation to MLGW at one address in a customer's name may be added to any other current or future bill accrued by that same customer.

101.6.2 The customer must contract for gas service and agree to pay the established rate for the class of service furnished, all in accordance with the operating procedure of MLGW.

101.6.3 MLGW's agents have the right of access to the customer's premises for proper purposes, such as: reading meters or gauges, inspecting, maintaining, repairing or removing facilities, inspecting customer's piping and lighting customer's appliances.

101.6.4 The customer will maintain at all times all piping, equipment, appliances and other appurtenances located on his premises for use of metered gas in a condition conforming with the requirements of all applicable laws and ordinances with the provisions of this manual.

101.7 INSTALLATION REQUIREMENTS

101.7.1 All new installations of, and modifications or additions to, gas piping systems, gas appliances and related accessories located downstream of MLGW's meter or other designated point of delivery shall conform to the applicable requirements of the technical and safety codes in force at the time of installation or modification, in the form adopted by the code authority having jurisdiction. Design and installation of equipment and/or piping not specifically covered by such codes must receive prior approval by MLGW and the code authority having jurisdiction.

101.7.2 Existing installations that were in conformance with technical and safety codes in effect at the time of installation, but not in full compliance with currently adopted technical and safety codes, may continue in operation, provided such operation does not present a hazard to persons or property.

101.7.3 Substantial modifications or additions to existing installations may require the entire installation to conform to currently adopted technical and safety codes. Such determination shall be made by the code agency having jurisdiction.

101.8 RESALE OF GAS

Customers receiving gas service from MLGW are not permitted to resell gas, except as a vehicular fuel or in approved bottle containers at a compressed natural gas (CNG) station.

101.9 ALTERATIONS TO UNMETERED GAS PIPING

The moving, connecting or disconnecting of gas meters, or operation of main line valves, or the making of repairs, alterations, relocations and/or other work on any portion of the gas piping containing unmeasured gas shall be done only by authorized Division employees. During an emergency, qualified persons other than Division employees may temporarily stop leaks in the service pipe or service extension and notify the Division immediately thereafter.

102 AVAILABILITY OF GAS

102.1 TYPE AND QUALITY

Gas delivered by MLGW is commercial quality, natural or substitute gas or gases, having an average heating value of not less than 950 BTU/FT³ at 14.73 psia.

Typical composition of gas or gases delivered will be furnished upon request.

102.2 AVAILABLE PRESSURES

102.2.1 The operating pressures of MLGW's gas system are classified and defined as follows:

Standard Pressure (Less than 1 psig)

Intermediate Pressure (1-30 psig)

Medium Pressure (31-60 psig)

High Pressure (61-99 psig)

Extra High Pressure (Pressure in excess of 99 psig)

102.2.2 The normal delivery pressure at the meter inlet will be 7" water column.

However, the feasibility of providing a delivery pressure greater than 7" water column and the type of metering required will be determined by the MLGW Engineering Department. For loads connected to a single metering point, a higher delivery pressure may be provided at the discretion of Commercial and Residential Engineering or Gas Engineering. Typically, a connected load of 3,000 CFH and below may qualify for 2 psig delivery; a connected load of 3,000 CFH to 12,000 CFH will normally qualify for 5 psig delivery; and a connected load of 12,000 CFH and above will be delivered at line pressure. Because 5 psig delivery is not available on the Intermediate Pressure System, a connected load of 3,000 CFH and above, on the Intermediate Pressure System will qualify for line pressure delivery.

102.3 CONTINUITY OF GAS SUPPLY

102.3.1 MLGW will use all reasonable diligence to provide, but does not guarantee, a continuous and adequate supply of gas.

102.3.2 MLGW will not be responsible for any failure, shortage, or interruption of gas due to Force Majeure. Force Majeure means an act of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accidents to gas transmission or distribution lines, the

necessity for making repairs or alterations in machinery or transmission or distribution lines or any other cause, whether of the kind herein enumerated or not, not within the control of MLGW, and which by the exercise of reasonable care MLGW is unable to prevent or overcome, and whether occurring on MLGW's distribution system or upstream. When Force Majeure occurs on MLGW's systems and the shortage or interruption of delivery of gas due to the Force Majeure is for a period of seventy-two (72) hours or longer, MLGW will pro-rate the demand charge and/or minimum bill for that part of the billing period in which delivery of gas was not affected by Force Majeure. In no case will the demand charge and/or the minimum bill be less than 95% of the customer's highest maximum daily demand during the twelve (12) month period ending with the billing month multiplied by the sum of the maximum demand charge per CCF MLGW is paying for pipeline service on behalf of the customer plus the average reservation charge per CCF (if any) MLGW is paying for gas supply.

102.3.3 A customer will not be required to take gas or pay for gas not taken during a period of customer's inability to take gas as a result of Force Majeure that is not within the control of the customer and which by the exercise of reasonable care, the customer is unable to prevent or overcome, provided further nothing contained herein will release the customer from any minimum bill requirement other than those occasioned by the inability of MLGW to deliver gas; provided further, that when the causes or contingencies cease to be operative, MLGW will resume delivery and customer will resume taking gas.

102.3.4 When MLGW deems it necessary for the protection of the supply of gas to other customers with higher priority, the supply of gas or transportation to a customer here under may be immediately discontinued in whole or in part. All gas delivered to customers is subject to interruption, discontinuance, or

curtailment by MLGW, regardless of priority observance, when MLGW determines such action is justified.

102.3.5 MLGW will in no instance be liable for any damage to either persons or property on account of the escape of gas on a customer's premises or any other occurrence as a result of the discontinuance of the gas supply and the subsequent resumption of the gas supply.

102.3.6 If practical, MLGW will notify customer in advance of its intention to make total or partial discontinuance. Service will not be resumed after any interruption until the customer has obtained permission from MLGW. Service will be resumed as soon as possible after the causes of the interruption have been removed.

102.3.7 In case of total or partial curtailment of gas supply or transportation services for any reason, customers, in the order of classifications herein named, shall be given preference in service, unless otherwise ordered by a Court or Governmental agency having jurisdiction:

Class I - Residential customers: rates G-1 and G-3.

Class II - General Service On-Peak customers: rates G-7, G-8, G-9.

Class III - General Service Off-peak customers: rates G-10, G-12; General Service Transportation customers: rates IT-1, IT-2.

Class IV - General Service Seasonal Off-Peak customers: rate G- 17; Interruptible Emergency Service customers: rate X-1.

102.3.8 Procurement of gas under Rate Schedules IT- 1 and IT-2 is the responsibility of the customer. If the customer should lose supply or desire to purchase gas from MLGW for any reason, MLGW is under no obligation to provide gas to customer. Gas may be available for sale under Rate Schedule X- 1 to customers receiving service under Rate Schedules IT- 1 and IT- 2, but the sale and availability of such gas to these customers is at the sole discretion of MLGW.

103 APPLICATIONS AND CONTRACTS FOR GAS SERVICE

103.1 GENERAL PROCEDURES

103.1.1 Application for Service

Application for service at a new location or changes to existing services may be made by telephone, mail, and internet or in person to MLGW. MLGW may require a written statement of intent or agreement before service is provided. No charge will be made to any customer on account of any extensions, additions, or improvements previously made to MLGW's gas system unless previously agreed to by the customer in writing. (See specific Section for appropriate department requirements)

"Making application for service" means the customer or representative has furnished the appropriate department of MLGW with all the necessary load and design data for MLGW to proceed with its engineering design. General discussion related to the proposed building or project with employees of MLGW or other governmental agencies of the city or county does not mean the customer has made application for service.

103.1.2 Design and Cost Estimate

Gas sketches and cost estimates will be prepared by MLGW in accordance with the information furnished by the applicant. After making application for gas service, if a customer does not take service for any reason, the customer may be required to reimburse MLGW for any expense incurred. In addition, the applicant may be assessed a redesign fee. In like manner, after MLGW has begun construction based on information furnished by the applicant, the customer may be charged for any and all additional expense incurred by MLGW for construction modifications necessitated by erroneous or inaccurate information provided by the customer or by customer's agent or by revisions to the initial request. MLGW has the exclusive right to determine the most economical design for

providing service to the customer. Should the cost to provide service be increased by design changes requested by the customer, such additional costs shall be borne by the customer on a non-refundable basis.

Alternate Financing may be arranged, for subdivision and apartment type developments, with MLGW by Governmental Housing Authorities with the approval of MLGW's Board of Commissioners.

103.1.3 Location of Premises Requiring Gas Service

Any structure to which gas is to be separately metered must front on and be served from an adjacent dedicated street, alley, road, or easement acceptable to MLGW.

103.1.4 Provision for Address Assignment

In accordance with joint resolution by the City Council and County Board of Commissioners, MLGW has the authority to assign numbers to all parcels of land in Memphis and Shelby County. Before a gas service connection will be made, it is necessary for the customer or agent to obtain a house number from MLGW for the premises to be served and to place this number on the premises where it may be readily visible from the street, alley or road. Numbering must be consistent with established practices and procedures established by MLGW.

103.1.5 Title to Gas Facilities

Title to all gas facilities installed by MLGW, except yard services, will remain with MLGW. The maintenance and operation of said facilities, including yard services, will be the sole responsibility of MLGW.

103.1.6 In multiple units, the fuel line for each unit must be marked at the meter center by the customer or agent with a permanent metal tag identifying the particular unit served by that meter.

103.1.7 Requirements for Service Installation

The customer is required to provide MLGW access for installation and maintenance of the gas service pipe from the property line to the meter center. The service pipe will be

installed by MLGW or its agents at the customer's expense. In the event driveways, walkways or parking lots will be installed prior to installation of service, the builder/contractor shall have the option to either install a conduit sleeve as specified by MLGW or pay the additional cost for MLGW to bore and/or break out the existing surfaces. When conduit sleeve is to be installed by customer, it shall be the responsibility of the customer to contact MLGW (contact person and telephone number indicated on the installation drawing) for an inspection prior to backfilling excavations. Any installation failing inspection by MLGW shall be required to be corrected prior to providing service. When it is necessary for MLGW to break out existing concrete and/or asphalt on privately owned parking lots, sidewalks, driveways, etc. to install or relocate the customer's service pipe, the replacement of such concrete and asphalt is the responsibility of the customer. MLGW will replace all broken concrete and asphalt after the gas service work is completed at the customer's expense when arranged prior to service pipe installation or the customer has the option to repair their own concrete and asphalt. If the customer chooses to affect their own repairs, they assume responsibility for all repairs to the trench and/or excavations. However, MLGW will leave its barricades, plates, etc. on the job site for a reasonable time to allow the customer to replace the asphalt and concrete.

103.1.8 Main Extensions

Main extensions will be installed only in public rights-of-way or in easements acceptable to MLGW. All main extensions will be sized by MLGW's Engineering Department to handle present and future requirements. If the customer is required to finance a main extension, the cost will be based on the size necessary to serve the customer's demand, but in no event shall less than a 2" main be installed.

103.1.9 Requirements for Plans Submittal

When site or property plans or plats are requested by this Policy, such plans shall be drawn to scale and meet generally accepted levels of accuracy and completeness, including a complete property description tied to an acceptable point of origin and

showing bearings and distances for property lines and all easements. In instances of individual lots where subdivision plats may not be available, MLGW may, at its discretion, accept a recorded metes and bounds description of the property. MLGW may request that the plans, plats, and other drawings mentioned in this policy be submitted in printed or electronic form or a combination of both, depending upon the specific applications of the requested information.

103.2 SERVICE TO NEW RESIDENTIAL SUBDIVISIONS

103.2.1 Definition

A subdivision shall be defined according to the subdivision regulations of Memphis and Shelby County, as a division of land into two (2) or more lots.

103.2.2 Application for Service

Application for service to a subdivision can only be made by the developer signing an official application form supplied by the Residential Engineering Area of MLGW. The application must be accompanied by sufficient prints or combination of prints and electronic files of the construction plans and final plats, which have been approved by the appropriate governmental authority and contain street names that have been approved by MLGW's Address Assignment Department. No design for extensions, additions or improvements in any new project will begin until the above conditions have been met. An application is not needed for individual services, not in a subdivision, or individual mobile homes not in a park or subdivision.

103.2.3 Design

MLGW will prepare a sketch detailing the proposed gas facilities to be constructed to serve all lots shown on the approved plan. MLGW will have the exclusive right to determine the best system to serve the subdivision. Installation of gas mains to serve a new subdivision will be designed to extend to the full limits of the development. This system will be on public property or on an approved easement so as to serve all lots on the approved plan.

103.2.3.1 Redesign Fee

Should the developer require MLGW to redesign any system or deviate from a standard design, the developer may be required to pay a redesign fee in addition to the cost of the new design on a nonrefundable basis. If gas facilities have already been installed, the developer must reimburse MLGW for the cost of any relocated facilities resulting from the revision. The developer will also forfeit any investment allowances associated with any lots deleted from the previous plan.

103.2.4 Cost Estimate and Financial Arrangement

MLGW will provide the developer a cost quotation based upon the design prepared by MLGW. Prior to construction, a payment covering MLGW's estimated cost must be paid to MLGW on a nonrefundable basis.

103.2.5 Site Preparation Requirements for New Residential Developments

MLGW will not proceed to schedule construction of job until developer has made the required payments and necessary approval/easements have been obtained. MLGW will not begin work until the developer has installed curbs (if applicable), installed sewers (if applicable), drains (if applicable), and graveled streets. In a new subdivision, the developer must have permanently marked the property lines, including stakes at the front and rear property corners. If the rear stakes are not visible from the street, then additional stakes will be required on the side property line 10 feet past the intersection with the building set-back line. Additionally, site grading must be substantially complete with water mains and fire hydrants installed. No sidewalks/walkways and/or driveways shall be installed prior to the installation of MLGW required facilities. Easement areas must be graded to within six (6) inches of final grade. Prior to paving or sodding any area, the developer shall give MLGW adequate notice to permit the installation of its required facilities.

103.2.6 Fees and Service Installation to Residences

Prior to service installation, the builder will be responsible for the payment of a non-refundable fee to cover the cost of metering equipment and yard service, (less the per-lot investment allowance) and is subject to change whenever MLGW's cost of service studies indicates a change is necessary.

The builder will make application for service and complete financial arrangements a minimum of two (2) weeks before the yard is sodded, driveways and walkways poured, or service is needed. In the event driveways or walkways are installed prior to installation of service, the builder may install conduit/sleeve as specified by MLGW. The builder will be charged the extra cost for boring under driveways and walkways if they have been installed prior to the installation of services. All non-standard installations will require a special cost estimate.

Prior to construction, the builder shall meet all MLGW prescribed job site ready conditions for installation of services; (including a site clear of all debris, construction material and equipment).

103.3 SERVICE TO INDIVIDUAL RESIDENCES NOT IN A SUBDIVISION

The customer will be responsible for the cost of the yard service on a non-refundable basis. No allowance will apply to a yard service. The customer will also be responsible for the payment of a non-refundable fee (less any estimated annual gross margin allowance), to cover MLGW's estimated cost of the main extension, street service, and metering. MLGW will allow credit for 2.5 times the estimated annual gross margin. The gross margin is defined as the difference between revenue and purchased gas costs. The gross margin allowance will be allowed only for completed houses or houses under construction, as evidenced by the presence of footing and foundation, and for which satisfactory financial arrangements for the gas yard service have been made. No allowance will be given for a vacant lot.

103.4 GENERAL SERVICE, INDUSTRIAL CUSTOMERS AND COMMERCIAL/INDUSTRIAL SUBDIVISIONS

103.4.1 When a new or expanded general service, industrial facility or commercial/industrial subdivision is contemplated, the general contractor, architect, consulting engineer or mechanical contractor must consult with MLGW for availability of gas and furnish MLGW at the earliest practical time all necessary plans and load requirements in writing so that MLGW can properly and adequately design its facilities and prepare cost estimates. Upon application for service, MLGW will prepare plans and specifications and will make an estimate of the cost of the required main extension, street service, metering, and additions or improvements. Installation of gas mains is to be designed to extend to the full limits of the development. Prior to construction of the main extensions, additions or improvements is started, a payment covering that part of MLGW's estimated cost in excess of 2.5 times the estimated annual gross margin received by MLGW will be deposited on a refundable basis. Gross margin is defined as the difference between revenue and purchased gas costs. Deposits made are refundable on the basis of \$1.00 for each dollar of gross margin, less any margin on which an allowance has previously been made. Refunds will be made annually, ceasing whenever the total amount of the deposit has been reached or five (5) years have passed, whichever occurs first. Additionally, a non-refundable yard service fee will be paid before construction is started. No gross margin allowance will apply to yard service. Gas facilities will not be installed until a MLGW representative is satisfied that the site preparation and building construction has progressed sufficiently to warrant installation. Prior to paving or sodding any area, the contractor will give MLGW adequate notice to permit the installation of its gas facilities.

103.4.2 The Term "Contract for Gas Service" means an officially executed Agreement for Gas Service between Memphis Light, Gas and Water Division and another party with reference to the gas service for a specified location. The contract cannot be canceled or demand lowered during its initial term and will be automatically extended thereafter

unless terminated by either party in accordance with the terms of the contract. The contract will state a minimum monthly bill to be paid by the customer each month the contract is in effect based on the currently effective rate schedule or as rate schedules are lawfully changed.

For initial contracts with new customers or renewal contracts with existing customers with less than 10 years of prior service to that or prior customers at the same location:

| Contract Rate | Contract Term | Termination By Either Party Available |
|----------------------|--|--|
| G-7 | One to three year initial term extended automatically from year to year there-after.** | At end of initial term or at any time thereafter upon at least 30 days after written notice. |
| G-9 | One to three year initial term extended automatically from year to year thereafter. | At end of initial term or at any time thereafter upon at least 90 days written notice. |
| G-10/G-12 & G17 | Three-year initial term extended automatically from year to year there-after | At end of initial term or at any time thereafter upon at least 180 days written notice. |

The terms and conditions for customers executing contracts for rates other than the ones listed above are to be negotiated.

For renewal contracts with customers after 10 years or more of prior service to that or prior customers at the same location:*

| Contract Rate | Contract Term | Termination By Either Party Available |
|----------------------|--|--|
| G-7 | One-to three year initial term extended automatically from year to year there-after.** | At end of initial term or at any time thereafter upon at least 30 days after written notice. |
| G-9 | One to three year initial term extended automatically from year to year there-after.** | At end of initial term or at any time thereafter upon at least 90 days written notice. |
| G-10/G-12 | Three-year initial term extended automatically from year to year there-after | At any time upon at least 180 days written notice. |

The terms and conditions for customers executing contracts for rates other than the ones listed above are to be negotiated.

- Service during the preceding 10 years must have been for a load substantially equivalent to or greater than that to be served under the renewal contract.
- ** Contract term will be dependent upon MLGW's cost of providing the extension per section 103.4.1. If the cost MLGW incurs is less than or equal to one times the estimated annual gross margin, the contract term shall be one year- if the cost is greater than one but less than or equal to two times the estimated gross margin, the contract term shall be two years; if the cost is greater than two times the estimated annual gross margin, the contract term shall be three years.

(NOTE :) The Vice President of Customer Cares, the Vice President of Construction and Maintenance, and the Vice President of Engineering and Operations are authorized to increase terms or change conditions when such

action is justified to protect MLGW's investments, or negotiate special cancellation terms when it is in the best interest of MLGW and the customer. However, the Board of Commissioners is to be notified in writing of any special terms and conditions. The contract may be canceled by either party at the end of the initial term or at any later date by either party notifying the other in writing as specified in the contract. If, during the initial term, a new customer signs a contract equal to or greater than the original contract, the customer will be released from the original contract. If, after the initial term, a new customer signs a new contract equal to or greater than the present contract, MLGW will consider the present contract canceled. If the customer requests that the contract demand be lowered, after the initial term, a new contract will be executed based on the customer's highest expected demand.

In the event that MLGW cancels the contract for any breach or default on the part of the customer, or the customer should discontinue or abandon the operation of the plant or facility to be served, there will immediately become due and payable to MLGW as liquidated damages, and not as a penalty, an amount equal to the sum of the minimum amounts or minimum monthly bills computed for the entire period of the unexpired contract term. Such amounts will be in addition to any amounts then due for service under the provision of the contract. Temporary shutdown, breakage of machinery, adverse business conditions, or other circumstances, will not be deemed to constitute a discontinuance or abandonment of customer's operations so long as the customer continues to pay its bills, including minimum bills, when due. If, after signing the contract, should the customer not take the service by reason of not occupying the premises or for any reason, the customer will reimburse MLGW for such expense as MLGW may have incurred.

103.4.3 Interruptible and Off Peak Customers

Gas sold and/or transported to customers under interruptible and off-peak rate classifications is subject to curtailment whenever, in the opinion of MLGW, such interruption is necessary. Customers served under interruptible and off-peak rate classifications must provide and maintain alternate fuel facilities acceptable to MLGW.

103.4.4 Line Pressure Customers

(See Section 102.2 for definition of “Line Pressure”.) Customers shall provide, maintain and pay the initial cost of a voice grade analog telephone circuit to MLGW’s demand recorders or a shared telephone circuit that is compatible with MLGW’s system and has 24 hour accessibility, and a 120 VAC, 5 ampere service to a point within 15’ of MLGW’s gas meters to be designated by MLGW.

103.5 SERVICE TO INDIVIDUALLY-METERED APARTMENTS, TOWNHOUSES, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS, OR MULTIPLE HOUSING PROJECTS (EXCLUDING HIGH RISE)

103.5.1 Application for Service

Application for service to a multi-unit development can only be made by the developer signing an official application form supplied by the Residential Engineering Area of MLGW. The application must be accompanied by sufficient print or combination of prints and electronic files, of the construction plans and final plats, which have been approved by the appropriate governmental authority. No design for extensions, additions or improvements, in any new project, will begin until the above conditions have been met.

103.5.2 Design, Cost Estimate, and Meter Costs

A sketch and cost estimate to serve the project with gas will be prepared by MLGW. The sketch detailing the proposed gas system to serve multi-unit developments shall have a single street service with yard services designed to branch off and serve individual units. The gas main must be designed to extend to the full limits of the development. This system will be on public property or on an approved easement.

Prior to construction of the distribution system, a payment covering that part of MLGW's estimated cost, plus metering, must be paid by the developer to MLGW on a non-refundable basis. All services on private property are considered "yard service" and the developer will pay the total cost on a non-refundable basis before construction will start. The per-unit investment allowance does not apply to the yard service and is subject to change whenever MLGW's cost of service studies indicates a change is necessary. For multiple-unit developments a single street service shall be designed for serving the entire development yard service or services. Yard services shall be designed to branch off the single street service to serve individual units.

103.5.2.1 Redesign Fee

Should the developer require MLGW to redesign any system or deviate from a standard design, the developer may be required to pay a redesign fee in addition to the cost of the new design, on a non-refundable basis. If gas facilities have already been installed, the developer must reimburse MLGW for the cost of any relocated facilities resulting from the revision. The developer will also forfeit any investment allowances associated with any units deleted from the previous plan.

103.5.3 Site Preparation

MLGW will not proceed to schedule construction of job until developer has made the required payments and necessary approvals/easements have been obtained. MLGW will not begin work until the developer has installed curbs (if applicable), sewers (if applicable), drains (if applicable), and graveled streets (if applicable). Site grading must be substantially complete with water mains and fire hydrants installed. No sidewalk/walkways and/or driveways shall be installed prior to installation of MLGW required facilities. Easement areas must be graded to within six (6) inches of final grade. Also, at least 50% of the buildings must be under construction at the point at where utilities enter the project, the presence of footings and foundations will be adequate evidence of a building under construction.

Prior to paving or sodding any area, the developer shall give MLGW adequate notice to permit the installation of its required facilities.

103.5.4 Planned Unit Development (PUD)

A PUD is any residential planned unit development designed for single-family living units on individually-owned lots. A PUD may consist of attached or detached units or a combination of both, and the streets included in the project may be either public or private. The gas design for utility service will be typical of that for subdivisions. PUD's having the characteristics of subdivisions, with minimum lots of 2500 square feet abutting streets, will be treated as subdivisions, and service will be provided under the provisions of Section 103.2 of this Policy.

103.6 SERVICE TO NEW MOBILE HOME PARKS OR NEW MOBILE HOME SUBDIVISIONS

103.6.1 Application for Service

Application for service to a new mobile home park or mobile home subdivision can only be made by the developer submitting an official application form to the Residential Engineering Area of MLGW. The application must be accompanied by sufficient prints or combination of prints and electronic files of the construction plans and final plats that have been approved by the appropriate governmental authority. The names of streets or private drives must be indicated on the plans and all spaces numbered. No extensions, additions, or improvements in any new mobile home park or mobile home subdivision will be undertaken or commenced until the above conditions have been met.

103.6.2 Design and Cost Estimate

A sketch and cost estimate to serve the project with gas will be prepared by MLGW. The sketch detailing the proposed gas system to serve multi-unit developments shall have a single street service with yard services designed to branch off and serve individual units. The gas main must be designed to extend to the full limits of the development. This system will be on public property or on an approved easement. Prior to construction of the distribution system, a payment covering that part of MLGW's estimated cost, plus metering, must be paid by the developer to MLGW on a non-refundable basis.

All services on private property are considered "yard service" and the developer will pay the total cost on a non-refundable basis before construction will start. The per-unit investment allowance does not apply to the yard service and is subject to change whenever MLGW's cost of service studies indicates a change is necessary.

For multiple-unit developments a single street service shall be designed for serving the entire development yard service or services. Yard services shall be designed to branch off the single street service to serve individual units.

103.6.2.1 Redesign Fee

Should the developer require MLGW to redesign any system or deviate from a standard design, the developer may be required to pay a redesign fee, in addition to the cost of the new design, on a non-refundable basis. If gas facilities have already been installed, the developer must reimburse MLGW for the cost of any relocated facilities resulting from the revision. The developer will also forfeit any investment allowances associated with any lots deleted from the previous plan.

103.6.3 All distribution and service lines on the customer's property will be considered "yard service," and the developer will pay the total cost on a non-refundable basis for this installation. This cost will include the associated posts and header supports necessary to install the gas meters.

103.6.4 Site Preparation

MLGW will not proceed to schedule construction of job until developer has made the required payments and necessary approvals/easements have been obtained. MLGW will not begin work until the developer has installed curbs (if applicable), sewers (if applicable), drains (if applicable), and graveled streets (if applicable). The developer must have permanently marked the property lines, including stakes at the front and rear property corners. If the rear stakes are not visible from the street, then additional stakes will be required on the side property line 10 feet past the intersection with the building

set-back line. Site grading must be substantially complete with water mains and fire hydrants installed. No sidewalk/walkways and/or driveways shall be installed prior to installation of MLGW required facilities. Easement areas must be graded to within six (6) inches of final grade. Prior to paving any area, the developer shall give the Division adequate notice to permit the installation of its required facilities.

103.6.5 Billing and Notification of Turn Off or Turn On

It is the responsibility of the park operator to notify MLGW when gas is to be turned on or off. Gas will not be turned on by anyone other than a MLGW representative. In all cases, before turning gas on, an inspection will be made to be sure that all MLGW and other regulatory requirements have been met. If the park operator fails to notify MLGW when gas is to be turned off, the park operator will be liable for minimum billing, although the space may be vacant. Meters may be in the name of the park owner, operator, or occupant, but separate bills will be rendered for each meter.

103.7 INDIVIDUAL MOBILE HOMES NOT IN A PARK

The customer will be responsible for the payment of a non-refundable fee to cover the cost of the yard service.

Additionally, the applicant must deposit the total estimated cost of the main extension, street service and metering on a refundable basis. Any refunds will be made at the end of the third year of the contract. The amount of the refund will be equal to the actual gas revenue received during the third year of the contract or the total amount of the deposit, whichever is lower.

103.8 TEMPORARY GAS SERVICE

Temporary gas service may be provided by MLGW at the expense of the customer. An estimate will be prepared by MLGW, which will include cost of labor and material and the cost of removing material and equipment, plus the cost of all supervision and overhead charges. The estimated cost will be paid by the customer before work is started.

104 RATE CLASSIFICATIONS

104.1 RESIDENTIAL RATE CLASSIFICATION

1. Any space occupied solely as living quarters by an individual family, together with any employee's quarters, guesthouse, or outbuildings, when used as such, plus any other buildings served through the same meter.
2. Any dwelling occupied as living quarters by an individual family with facilities for three (3) or less roomers and/or boarders. This establishment shall not be licensed or regularly advertised.
3. Any single dwelling converted to no more than two (2) dwelling units and served through a single meter.
4. Any residence part of which is occasionally used for an office or professional purposes by the resident without posting a yard sign or other related sign on property.

104.2 GENERAL SERVICE OR INDUSTRIAL RATE CLASSIFICATION

General Service or industrial rates shall apply to any customers other than those who qualify as residential customers.

104.3 CHANGE OF RATE CLASSIFICATION (Residential Versus General Services)

MLGW reserves the right to determine the correct billing rate classification for each customer. If a customer can establish that he is being billed on the wrong rate, his rate classification will be corrected. A refund will be made for the applicable period for the amount the customer was over billed up to a maximum of 36 months, unless the incorrect rate classification was based on information furnished by the customer. If it is found that a customer has been on the wrong rate and was under billed, MLGW may collect for all such prior service, up to a maximum time allowed by the statute of limitations.

105 BILLING

105.1 CONNECTION OF SERVICE

New or first time residential customers requesting connection of service may do so by calling MLGW's Customer Care Center at (901)820-7878 or visit MLGW website at www.mlgw.com. Upon the completion of a credit risk assessment, the customer's connect order may be completed via telephone, or the customer may be required to visit a community business office to complete the process. At MLGW's discretion, the customer may be required to complete general service agreement.

105.2 SECURITY DEPOSIT

A security deposit is assessed on accounts to protect the Utility against potential losses if customers default on payment obligations. Deposit policies are applied without regard to race, color, creed, gender, national origin, affiliation or marital status in securing utility accounts. A deposit satisfactory to MLGW may be required of any customer before service is supplied. MLGW may refund security deposits at its option when the customer has established an A-Rating for twenty-four (24) consecutive months of service beginning when the deposit was established on the account. An A-Rating is described as:

- No arrears balance;
- No delinquent service order completed during the previous 24 month period;
- No delinquent reconnects during the previous 24 month period;
- No returned checks, stopped payments, or credit card reversals in the previous 24- month period;
- No active payment plans;
- No bad debt (debt subject to collection agency assignment) or bankruptcy within previous 84 months;
- The customer has not received the diversion (i.e., theft/any tampering with wires, pipes, meters or other service equipment within the previous 84 months);

105.3 SERVICE CHARGE

As referred to in this section "connection" means turning utilities on for a customer. A service charge must be paid for any connection of a new service. Rental properties are exempted from this service charge if property owner meets qualifications for "Owner's Reconnect Program." Qualifications can be obtained from the Apartment Desk at 528-4150. A service charge must be paid for reconnecting to MLGW's utility service(s) as a result of disconnection due to non-payment. (See Schedule of Charges for connection and reconnecting fees)

105.4 BILLING PERIODS

105.4.1 Bills for residential service will be rendered monthly. The term "Billing Month" means that period of time, not less than 25 days or more than 35 days, between two regularly scheduled meter readings. Bills to general service and industrial customers may be rendered at other intervals at the option of MLGW.

105.4.2 The term "Day" for billing purposes means a period of twenty-four (24) consecutive hours, beginning as near as possible to 9:00 a.m. (Central Time) at the point at which delivery of gas is made.

105.4.3 The term "Maximum Daily Demand" means the maximum volume of gas used by the customer during a "Day".

105.4.4 The term "Maximum Hourly Demand" means the maximum volume of gas used by the customer during any sixty (60) minute period.

105.5 PAYMENT OF BILLS

105.5.1 Bills shall be due and payable upon receipt. Failure to receive the bill will not release customer from payment obligation. Bills for which payment is received by a MLGW teller, designated paying agent, telephone, bill depositories, Exxon On The Run, Dollar General Store, Rent-A-Centers (RAC), Community offices ExpressPay ATM stations, Internet Website, mail at an address designated on a bill or by automatic bank draft on/or before the "Due Date" are payable at the billed rates, but thereafter a late

penalty will apply. Any unpaid bill of the customer accrued at any address may be added to an unpaid bill accrued by the same customer at any address.

105.5.2 Minimum Bills

The temporary discontinuance of service at the customer's request will not relieve the customer from payment of minimum monthly bill according to the applicable rate schedule. This includes seasonal service.

105.6 ESTIMATED BILLS

If agents of MLGW are unable to obtain access during regular working hours to read meters, or if a meter fails to register, or if for any other reason correctly registered consumption cannot be determined, MLGW may render a bill to the customer based on the best information available not to exceed the statute of limitations.

105.7 UNPAID BILLS

Any unpaid bill of the customer accrued at any address may be added to any open/active account of the same customer at any other address.

105.8 DISCONTINUANCE OF SERVICE

If a bill is not paid on or before delinquent date as indicated on notice, service may be discontinued without further notice to customer and not resumed until entire bill is paid. Neither MLGW nor the City of Memphis will be liable for damages on account of discontinuing service at any time after delinquent date. The discontinuance of service by MLGW for any cause including those defined in the 2009 Customer Care Policy Section 103.40 does not release the customer from his obligation to MLGW for the payment of bills.

105.9 METHODS OF PAYMENTS

MLGW offers customers a variety of ways to pay their utility bills other than by mail or at a community office. ExpressPay ATM stations, accessible 24 hours a day, 7 days a week, are located at MLGW community offices at 245 South Main Street, 2935 Lamar, 1111 East Shelby Drive, and 2424 Summer Avenue. These machines accept cash, check, or money

order and require the customer to provide the lower portion of their utility bill for the payment to process. Bill payments are also accepted at over 40 designated Paying Agents (retail locations), 10 Dollar General Stores, Exxon On The Run stations and Rent-A-Centers (RAC) located throughout the MLGW service area. MLGW accepts automatic bank drafts and also contracts through third party vendors to accept on-line bill payments and check-by-telephone payments. The downtown (245 South Main), North (2424 Summer) and Millington (5131 Navy Road) community offices have bill depositories. Customers using the depository do so at their own risk and must accept MLGW's accounting for the amount received and time of posting to the account.

Additional information on customer bill payment options is available on the MLGW website, www.mlgw.com, or by calling the Customer Care Center, 901-544-6549 (residential customer). Commercial customers should call the Commercial Resource Center at 901-528-4270 for additional information.

106 OTHER PROVISIONS

106.1 OPERATIONAL FLOW ORDERS

See appropriate Rate Schedule.

106.2 LIGHT-UP AND INSPECTION SERVICE

MLGW will inspect, light and adjust domestic or general service heating equipment without charge except during fall light-up season as defined in the schedule of charges for each address where a light-up and/or inspection is performed. This charge will be assessed on each occasion whereby at least one gas appliance has been inspected and left in proper working order.

The light-up charge will be waived wherever the residential customer of record has shown proof that they are handicapped or have reached the age of 60. The inspection,

light-up and adjustment of gas appliances will be provided at no additional charge when requested at the time of initial connection, transfer of services, or reconnection after being disconnected for non-payment of a bill. The applicable connect charge will be considered to include these services.

107 METERING

107.1 SINGLE POINT DELIVERY

The rate schedule for each class of service is based upon the supply of service to the customer's premises through a single delivery and metering point and at a single pressure.

Separate supply for the same customer at other points of consumption, or at different pressures, shall be separately metered and billed.

There shall be only one source of supply to a property (land ownership) and one metering point for each customer, regardless of the number of buildings served. Exceptions may be made by either the Vice President of Engineering and Operations, based upon unusual circumstances or matters of practicality.

107.2 LOCATION OF METER

107.2.1 MLGW has the exclusive right to locate any gas meter and the applicant must obtain location of meter before any piping is installed or altered. MLGW reserves the right to refuse to connect to a fuel line that has not been located by a representative of MLGW.

107.2.2 Special Requirements for Certain Institutional Customers

Gas meter installation for schools, colleges or universities, and orphanages, both public and private, shall be enclosed within a chain link fence, or equal, furnished and installed by the customer. All such enclosures shall be equipped with a removable chain link top.

Access gate(s) to the enclosure shall be double-locked, with one lock belonging to the customer, and the other belonging to MLGW. Plans for a typical enclosure will be furnished by MLGW upon request. Any variations to the plans furnished by MLGW must be approved by the Supervisor of the Commercial & Industrial Gas Area.

Schools, hospitals, or orphanages receiving gas at a fixed pressure shall be provided overpressure protection by MLGW as an integral part of the meter installation. All regulators and overpressure protection devices furnished by the customer shall be installed above ground outside each building being served.

107.3 ACCURACY AND ADJUSTMENT

Customers shall accept MLGW's measurement readings and calculations. Should a customer question his meter registration, MLGW will, upon request, test the meter for accuracy. If the meter is found to be accurate within $\pm 2\%$ of calibration standard, a charge will be added to the customer's next bill. (See Schedule of Charges) If the meter is found to be outside $\pm 2\%$ accuracy limits, no charge will be made for the test, the meter will be replaced, and an adjustment may be made on the customer's bill.

108 CUSTOMER'S FACILITIES

108.1 RESTRICTED ROUTING OF GAS PIPING

No customer will, in the distribution or use of gas furnished by MLGW, distribute any gas through any pipes installed across or along property owned by any others, or installed on any street, alley, or road or other public way.

108.2 OWNERSHIP

108.2.1 Except where otherwise expressly agreed in writing, all gas lines and equipment, (except meter service valves, meters, service regulators, and other meter set piping and

appurtenances) installed within the property line of the customer will be paid for by and belong to the customer.

108.2.2 The portion of the service in the street right-of-way will be the property of MLGW.

108.2.3 MLGW maintains a position of neutrality toward the installation and/or use of earthquake utility interruption equipment. Such equipment is the property of the customer and it is the customer's responsibility to install and maintain the equipment.

108.3 CUSTOMER'S SERVICE PIPE

108.3.1 Each customer's meter will be supplied by an individual service pipe running directly from the main to the meter with no branch connections in between except as provided below:

1. A common service pipe may supply more than one meter provided all customers are housed under one roof and additional outbuildings and all meters are connected directly to a common header.
2. In a planned development, residential or commercial, consisting of multiple units the service line may branch to form an internal distribution system to serve each unit provided:
 - a. Plans for such system are submitted to and approved by MLGW, and,
 - b. Each unit to be served is equipped with a separate gas meter, and
 - c. No part of any such internal distribution system will be constructed upon property owned by any person other than the owner of such entire system, and
 - d. Should property be subsequently subdivided, by sale or otherwise, no part of such system will remain on property owned by any person other than the owner of the entire

system. MLGW reserves the right to require that any such system will be redesigned or reconstructed so that it shall conform to this manual, and the owners will pay the entire expense.

108.3.2 Whenever the customer's service pipe requires maintenance or replacement, it will be done by MLGW in accordance with the specifications for new service pipe and at the prevailing rates charged for new service pipes. MLGW may, at its option, make any required repairs or replacements due to leakage of the customer's service pipe or in conjunction with general system improvements at no charge to the customer.

108.3.3 Natural gas services that have been abandoned longer than one year shall be considered unfit for use. Services that have been abandoned less than one year can be reused if the piping passes the pressure test requirements as per the Operation and Maintenance Manual and exhibits no signs of corrosion pitting or external damage. If a service has been deemed to be in good condition the customer will be refunded the difference between the cost of a new service and the cost that was incurred to pressure test, visually inspect, and cathodically protect for applicable code compliance.

108.3.4 When a customer makes a request for an excess flow valve to be installed on an existing service, a special design will be prepared by the Customer Engineering area and cost quote shall be provided to the customer for the material and installation cost.

109 GAS MAINS AND STREET SERVICES

109.1 LOCATION OF MAIN

Gas mains, pipes, facilities, and equipment of MLGW (except gas meters, service regulators, accessories and connections) will be installed only in streets, alleys, roads, and other ways dedicated to public use, or in easements acceptable to MLGW.

109.2 ABANDONMENT OF GAS MAINS

109.2.1 MLGW reserves the right to abandon or remove gas mains or services, which are not being utilized in serving customers.

109.2.2 MLGW retains ownership of abandoned gas mains within easements, rights-of-way and public streets.

109.3 RELOCATION OF AND CHANGES TO MLGW'S FACILITIES

109.3.1 MUNICIPAL PROJECTS

Charges to local municipalities for relocation or replacement of facilities within public right of way when the street improvement, drainage, sewer, traffic signals, etc projects are totally wholly financed by the local municipality shall be determined by then current Federal law or State Law, or by then current written agreement between MLGW and the local municipality.

109.3.2 FEDERAL AND STATE FUNDED PROJECTS

Charges to the Federal government, State of Tennessee or local municipalities for relocation or replacement of facilities within public right-of-way when the street improvement, drainage, sewer, traffic signals, etc. projects are wholly or partially financed by Federal or State funds shall be determined by then current Federal law or State law.

109.3.3 PROJECTS OUTSIDE OF RIGHT-OF-WAY

Charges to the Federal government, the State of Tennessee or other local municipalities for relocation or replacement of facilities outside public right-of-way but within MLGW easements necessitated by the street improvement, drainage, sewer, traffic signals, etc. projects regardless of the source of funds shall be determined by then current Federal law or State law.

109.3.4 STREET RELOCATIONS AND CLOSINGS

When a municipal right-of-way or MLGW easement is to be rerouted, rebuilt or closed for the benefit of private interests and the Division's gas facilities must be adjusted, the cost of such adjustments will be paid, on a cash non-refundable basis by the requesting parties, unless such costs are allocated to another party by then current written agreement with the Federal government, State of Tennessee or local municipality.

109.3.5 STRUCTURES

No structure shall be built over existing gas facilities, owned or maintained by MLGW, without prior approval from the Vice President of Engineering and Operations. The cost of relocation of any facilities will be borne by the customer.