

EXHIBIT A

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

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* Indicates Addition.

** Indicates Change.

DATE OF ISSUE _____, 2004 DATE EFFECTIVE _____, 2004

ISSUED BY G. L. Rainwater Chairman & CEO St. Louis, Missouri
Name of Officer Title Address

ISSUED BY	G. L. Rainwater	Chairman & CEO	St. Louis, Missouri
	Name of Officer	Title	Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* TABLE OF CONTENTS

Gas rate schedules are available to those communities and rural areas where indicated by rate schedule in this index subject to availability provisions of each individual schedule.

Rate schedules applicable in the areas formerly served by Aquila and known as the Eastern System:

<u>Type of Service</u>	<u>Schedule</u>	<u>Sheet No.</u>
Description of Authorized Gas Service Territory	---	20.3
General Natural Gas Service (Firm)	GNG	20.4
Large Volume Firm Sales Service	LVF	20.5
Large Volume Interruptible Sales Service	LVI	20.10
Small Volume Transportation Service	SVTS	20.15
Large Volume Transportation Service	LVTS	20.18
Flexible Rates for Transportation Customers	---	20.20
Special Transportation Contract Rates	---	20.21
Tax and License Rider	---	20.22

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* SERVICE AREA OF THIS TARIFF

Communities designated as Eastern System are as follows:

Owensville Rural Territory Salem
Rolla

EASTERN SYSTEM

DENT COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
33 North	4 West	6, 7
33 North	5 West	1 - 12
33 North	6 West	1 - 5, 8 - 12
34 North	4 West	18, 19, 30, 31
34 North	5 West	3 - 10, 13 - 36
34 North	6 West	1 - 6, 8 - 17, 20 - 29, 32 - 36
35 North	5 West	19 - 22, 27 - 34
35 North	6 West	18 - 36
35 North	7 West	1 - 3, 10 - 14, 23 - 26, 36

GASCONADE COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
42 North	5 West	21, 22, 27 - 29, 31 - 33

PHELPS COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
36 North	7 West	3 - 5, 8 - 10, 15 - 17, 20 - 22, 26 - 28, 33 - 35
37 North	7 West	4 - 9, 17 - 20, 28 - 30, 32, 33
37 North	8 West	1 - 3, 9 - 16, 22 - 27
38 North	7 West	19, 20, 29 - 33
38 North	8 West	23 - 27, 34 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME FIRM SALES SERVICE

AVAILABILITY

Available to commercial and industrial customers whose natural gas requirements at a single address or location are in excess of 150,000 Ccf annually. Such service is subject to the approval of the Company and to a contract to be entered into between the customer and the Company in the form of P.S.C. Mo. No. 2 Sheet Nos. 20.7 through 20.9 as applicable, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from the Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

Customer Charge	\$215.00 per month
Energy Charge	
First 200,000 Ccf	2.460¢ per Ccf
All Over 200,000 Ccf	1.000¢ per Ccf
Demand charge	
All Billing Demand	39.000¢ per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge plus the demand charge.

BILLING DEMAND

For purposes of determining the billing demand under this Large Volume Firm Sales Service rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME FIRM SALES SERVICE

The Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, the Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule LVF applied thereto.

CHARACTER OF SERVICE

The Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section XII of the Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Company's Rules and Regulations, any Tax and License Rider and applicable Purchased Gas Adjustment, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

INSTALLATION OF METERS AND REGULATORS

The Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. The Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by the Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME FIRM SALES SERVICE

CONTRACT

The following form of Contract shall be entered into by and between the Company and each customer purchasing natural gas under this rate schedule:

CONTRACT
UNDER LARGE VOLUME FIRM SALES SERVICE
NATURAL GAS SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns, hereinafter referred to as "Company", and the Large Volume Firm Sales Service Customer, _____, with facilities located in Missouri, its successors or assigns, (hereinafter "Customer").

WHEREAS, the Company owns and operates a natural gas distribution system and is engaged in the business of purchasing, transporting and selling natural gas; and

WHEREAS, Customer operates facilities within the Company's service territory and is classified as a large volume firm sales Customer as that term is defined in the Company's tariffs.

NOW THEREFORE, the Company and Customer agree as follows:

I. GAS TO BE SOLD

Subject to the provisions of this Contract, the Company's rate schedule designated as "Large Volume Firm Sales Service" (hereinafter "Rate Schedule LVF") and the Company's Rules and Regulations, the Company agrees to sell and deliver to Customer and Customer agrees to purchase and receive from the Company, under Rates Schedule LVF, all natural gas requirements at Customer's facilities located at or near _____.

II. RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

Customer shall pay the Company for all service rendered hereunder in accordance with Rate Schedule LVF or any superseding rate schedule(s) applicable to such service, as filed with and approved by the Missouri Public Service Commission or its successor (hereinafter "Commission"), and as may be lawfully revised from time to time.

Customer agrees that the Company shall have the unilateral right to file with the Commission and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provisions of the Company's Rules and Regulations incorporated by reference in such rate schedule(s); provided, however, Customer shall have the right to protest any such changes.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME FIRM SALES SERVICE

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

The Company shall be bound only to furnish natural gas 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 curtailment schedule contained in Section XII of the Company's Gas Rules and Regulations and shall not be liable for loss or damage to Customer in the event of or as the result of curtailment. During periods of curtailment, Customer may use alternate fuels to supply its energy needs and shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in Customer's sole judgment, to prevent loss or damage to Customer in the event of such curtailment.

The Company shall not be liable for any loss or damage to property or injuries to or death to persons, whether suffered by Customer, its agents or employees or by any third person, persons or corporations, resulting from the location, use or operation of gas or other equipment located on Customer's side of the point of delivery or from natural gas present therein or escaping therefrom, and Customer agrees to indemnify and save the Company harmless from all such loss, damages, injuries or death.

III. TERM

This Agreement shall become effective on _____ and shall continue in full force and effect until _____, 20____. This Contract shall continue thereafter from year to year until terminated by the Company giving Customer at least 85 days written notice or Customer giving the Company at least 95 days written notice prior to the renewal date, provided, however, if Customer fails to perform any of the duties and obligations hereunder, the Company may terminate this Contract on written notice.

IV. ASSIGNMENT

This Agreement shall be binding upon the parties hereto and their successors and assigns. No assignment of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the nonassigning party, which consent shall not be unreasonably withheld; provided, however, that either party without the consent of the other party, may assign or pledge this Agreement as security for bonds or other obligations or securities, or assign the rights and obligations of this Agreement in conjunction with the transfer of all assets or business or both.

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Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME FIRM SALES SERVICE

V. MISCELLANEOUS

The interpretation, performance, and enforcement of this Agreement shall be construed in accordance with the laws of the State of Missouri.

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

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 of a like or of a different character.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts as of the date first hereinabove written.

UNION ELECTRIC COMPANY,

By: _____
Title:

Customer

By: _____
Title

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME INTERRUPTIBLE SALES SERVICE

AVAILABILITY

Available to commercial and industrial customers whose natural gas requirements at a single address or location are in excess of 150,000 Ccf annually. Such service is interruptible and subject to the approval of the Company and to a contract to be entered into between the customer and the Company in the form of P.S.C.Mo.No.2 Sheet Nos. 20.12 through 20.14 as applicable, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from the Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

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Energy Charge	
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All Over 200,000 Ccf	1.000¢ per Ccf
Demand charge	
All Billing Demand	39.000¢ per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge plus the demand charge.

BILLING DEMAND

For purposes of determining the billing demand under this Large Volume Interruptible Sales Service rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

The Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, the Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

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* LARGE VOLUME INTERRUPTIBLE SALES SERVICE

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Large Volume Interruptible Sales Service rate applied thereto.

CHARACTER OF SERVICE

The Company reserves the right to curtail or interrupt service to customers served under this schedule due to system capacity or supply constraints in the order shown in Section XII of the Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and applicable Purchased Gas Adjustment, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

INSTALLATION OF METERS AND REGULATORS

The Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. The Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by the Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

PENALTY CHARGES

If during any interruption or curtailment period, any customer takes, without the Company's advance approval a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries. The charge for natural gas associated with overrun deliveries shall be derived from the highest cost of gas purchased during the billing month. In addition, any such deliveries shall be subject to any penalties imposed by the Company's suppliers on the Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided for under applicable rate schedule(s). Any such penalty charges billed to the Company will be billed by separate invoice to the respective customers who are responsible for the billing to the Company.

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* LARGE VOLUME INTERRUPTIBLE SALES SERVICE

CONTRACT

The following form of Contract shall be entered into by and between the Company and each customer purchasing natural gas under this rate schedule:

CONTRACT
UNDER LARGE VOLUME INTERRUPTIBLE SALES SERVICE
NATURAL GAS SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors or assigns, hereinafter referred to as "Company", and _____, with facilities located in _____, Missouri (hereinafter "Customer").

WHEREAS, The Company owns and operates a natural gas distribution system and is engaged in the business of purchasing, transporting and selling natural gas; and

WHEREAS, Customer operates facilities within the Company's service territory and is classified as an interruptible Customer as that term is defined in the Company's tariffs.

NOW THEREFORE, The Company and Customer agree as follows:

I. GAS TO BE SOLD

Subject to the provisions of this Contract, the Company's rate schedule designated as "Large Volume Interruptible Sales Service" (hereinafter "Rate Schedule LVI") and the Company's Rules and Regulations, the Company agrees to sell and deliver to Customer and Customer agrees to purchase and receive from the Company, under Rate Schedule LVI, all natural gas requirements at Customer's facilities located at or near _____.

II. RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

Customer shall pay the Company for all service rendered hereunder in accordance with Rate Schedule LVI or any superseding rate schedule(s) applicable to such service, as filed with and approved by the Missouri Public Service Commission or its successor (hereinafter "Commission"), and as may be lawfully revised from time to time.

Customer agrees that the Company shall have the unilateral right to file with the Commission and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provisions of the Company's Rules and Regulations incorporated by reference in such rate schedule(s); provided, however, Customer shall have the right to protest any such changes.

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* LARGE VOLUME INTERRUPTIBLE SALES SERVICE

The Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of the Company's filed tariffs, but does not guarantee such supply. The Company does not assume responsibility for the consequences of interruption to 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 the Company, its agents or employees.

The Company shall be bound only to furnish natural gas 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 curtailment schedule contained in Section XII of the Company's Gas Rules and Regulations and shall not be liable for loss or damage to Customer in the event of or as the result of curtailment or interruption or both. During periods of curtailment or interruption, Customer may use alternate fuels to supply its energy needs and shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in Customer's sole judgment, to prevent loss or damage to Customer in the event of such curtailment.

The Company shall not be liable for any loss or damage to property or injuries to or death to persons, whether suffered by Customer, its agents or employees or by any third person, persons or corporations, resulting from the location, use or operation of gas or other equipment located on Customer's side of the point of delivery or from natural gas present therein or escaping therefrom, and Customer agrees to indemnify and save the Company harmless from all such loss, damages, injuries or death.

III. TERM

This Agreement shall become effective on _____, 20__ and shall continue in full force and effect until _____, 20__. This Contract shall continue thereafter from year to year until terminated by the Company giving Customer at least 85 days written notice or Customer giving the Company at least 95 days written notice prior to the renewal date, provided however, if Customer fails to perform any of the duties and obligations hereunder, the Company may terminate this Contract on written notice.

IV. ASSIGNMENT

This Agreement shall be binding upon the parties hereto and their successors and assigns. No assignment of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld; provided, however, that either party without the consent of the other party, may assign or pledge this Agreement as security for bonds or other obligations or securities, or assign the rights and obligations of this Agreement in conjunction with the transfer of all assets or business or both.

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* LARGE VOLUME INTERRUPTIBLE SALES SERVICE

V. MISCELLANEOUS

The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Missouri.

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

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 of a like or of a different character.

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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in several counterparts as of the date first hereinabove written.

UNION ELECTRIC COMPANY,

By _____

Title: _____

Customer

By _____

Title _____

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* SMALL VOLUME TRANSPORTATION SERVICE

4. Rules and Regulations: This schedule is subject to the Company's Rules and Regulations, any Tax and License Rider and the applicable Purchased Gas Adjustment which are now or hereafter approved by the Public Service Commission of the State of Missouri.
5. Terms and Conditions: This service shall be subject to all of the terms, conditions, rules and regulations of the Company's Commission approved Natural Gas Transportation Service tariffs, Sheet Nos. 10 - 16.6, except as specifically provided below.

In addition, the applicability of these exceptions is limited to those customers being served hereunder as of the closing date of the transfer of Aquila's Eastern System to the Company. Further, upon expiration of their existing agreements with their Marketers, Customers shall be subject to the Company's Transportation Service terms and conditions, Sheet Nos. 10 - 16.6.

The exceptions are as follows:

Optional Balancing Service: Under this optional service, Customers are provided additional flexibility in balancing their receipts with deliveries on a monthly basis. Customers may negotiate a tolerance window and various cash-out rates for overage and underage conditions. Customers who elect transportation service may purchase the service in lieu of meeting Company's Transportation Tariff requirements for the installation of telemetry and daily scheduling requirements. Customers choosing this balancing service must submit a daily nomination to Company consistent with its planned usage for each day the service is used. The cost of the service is \$0.075 per Mcf transported on Company's system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company's PGA mechanism. This monthly charge is in addition to the monthly Customer and Transportation charges set forth in Company's Small Volume Transportation Service rate schedule.

Optional Aggregation Pooling Service: A Marketer may combine a group of customers situated behind multiple town border stations (TBS) and served by a common pipeline with the same balancing

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Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* SMALL VOLUME TRANSPORTATION SERVICE

provisions, and the same interstate pipeline operational zone. If a Marketer purchases this aggregation service, the aggregated group will be considered as one Customer for purposes of calculating the daily scheduling penalties and monthly imbalances, i.e., individual Customer nominations and consumption will be summed and treated as if they were one Customer. This does not include aggregation of fixed costs or customer charges. The cost of this aggregation service is \$0.04 per Mcf of gas delivered to the aggregated group. Revenues received from this service shall be credited to the Company's PGA mechanism. If the Customer purchases this service, the aggregated pools will be considered as one aggregated pool for the purposes of calculating daily out-of-balance charges; however, during Operational Flow Order Days, nominating and balancing will be required by the affected receipt and delivery points.

* Indicates Addition.

DATE OF ISSUE _____, 2004 DATE EFFECTIVE _____, 2004
ISSUED BY G. L. Rainwater Chairman & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* LARGE VOLUME TRANSPORTATION SERVICE

1. Availability: Service under this rate schedule is available to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and whose individual annual usage is anticipated to exceed 150,000 Ccf. This service will be available only in areas formerly served under Aquila's Missouri Eastern System tariffs.
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Service hereunder shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The Company will install and the customer will pay for said meter at the monthly charge indicated in Section G. Miscellaneous Charges, Sheet No. 20.1. In addition, the customer shall arrange and pay for the installation and monthly costs of a commercial telephone line and 120 volt AC electrical power source, at a location designated by the Company, to facilitate the remote interrogation of the electronic recording meter by the Company. Customers must reimburse the Company for the cost of any other improvements made by Company in order to provide this service. Service hereunder is for a minimum of one year.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

3. Monthly Charges: Customer's monthly bill shall be determined as a sum of the following:

Customer Charge:	\$215.00 per month
Transportation Charge:	
First 200,000 Ccf	2.460¢ per Ccf
All Over 200,000 Ccf	1.000¢ per Ccf
Demand Charge:	39.000¢ per Ccf

*Indicates Addition.

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* LARGE VOLUME TRANSPORTATION SERVICE

4. Rules and Regulations: This schedule is subject to the Company's Rules and Regulations, any Tax and License Rider and applicable Purchased Gas Adjustment, which are now or hereafter approved by the Public Service Commission of the State of Missouri.
5. Terms and Conditions: This service shall be subject to all of the terms, conditions, rules and regulations of the Company's Commission approved Natural Gas Transportation Service tariffs, Sheet Nos. 10 - 16.6, except as specifically provided herein.

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* FLEXIBLE RATES FOR TRANSPORTATION CUSTOMERS

MONTHLY RATE

Customer Charge:	\$ 215.00 per month
Maximum Charge:	2.460¢ per Ccf Transported 39.000¢ per Ccf Billing Demand
Minimum Charge:	0.100¢ per Ccf Transported

The Company may from time to time at its sole discretion reduce its maximum charge for transportation service by any amount down to the minimum transportation charge for customers who have alternate energy sources (other than natural gas), which on an equivalent Btu basis, can at a point in time be shown by the customer to be less than the sum of the Company's maximum transportation rate and the cost of natural gas available to the customer. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

The Company will reduce its maximum transportation charge on a case-by-case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternate energy source exists.

The Company and each customer shall enter into a letter or memorandum agreement of a duration not longer than 60 days which specifies the rate to be charged thereunder. The Company is authorized to charge the rates and to provide service in accordance with the terms and conditions of the letter or memorandum agreement. Such terms and conditions shall not bind the Commission for ratemaking purposes.

* Indicates Addition.

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ISSUED BY	G. L. Rainwater	Chairman & CEO	St. Louis, Missouri
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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* SPECIAL TRANSPORTATION CONTRACT RATES

The Company may, in instances where it faces competition from alternate suppliers of natural gas, enter into special transportation rate contracts with industries or other large consumers on such terms and conditions as may be agreed upon by the parties and which, in the Company's sole discretion, are deemed necessary to retain services to an existing customer or, to reestablish service to a previous customer or to acquire new customers. The rates agreed upon by the Company and customer shall not exceed the maximum transportation charges nor be less than the minimum transportation charges otherwise applicable to customer. All such contracts shall be furnished to the Commission staff and the Office of Public Counsel and shall be subject to the Commission's jurisdiction.

Upon compliance with this tariff provision, the Company is authorized to charge the rates so contracted and to otherwise provide service pursuant to the terms and conditions of the contract. The terms and conditions of any such contract shall not bind the Commission for ratemaking purposes and shall not apply to the recovery provisions contained in the Purchased Gas Adjustment Clause except as follows:

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA FORMERLY SERVED UNDER AQUILA'S EASTERN SYSTEM TARIFFS

* TAX AND LICENSE RIDER

APPLICABLE

This rider is applicable to all of the Company's gas rate schedules, except it shall not be applicable to revenues for service to the following revenue classifications as specifically required by governmental authorities having jurisdiction:

1. Municipal
2. Other Public Authorities
3. Interdepartmental
4. Industrial

All gross receipts taxes, franchise taxes, occupational taxes, license taxes and taxes of a similar nature imposed by a city, town, village, or other local governmental agency shall as herein provided be included as a separate item in the charges for gas service rendered to and for persons located within the limits of the city, town, village, or other local governmental agency's territory imposing such tax. This rider applies to the above stated taxes whether based on receipts, revenue, or income, or is a stated amount in dollars and cents.

A pro rata portion of such tax shall be included as a separate item in the customer's statement for service rendered and shall be calculated by applying thereto a percentage factor equivalent to the ratio of such tax to receipts or revenues on which tax may be applied for the same period.

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A PURCHASED GAS ADJUSTMENT CLAUSE

*** APPLICABILITY**

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts, including sales to transportation customers. The PGA Clause will be implemented separately for each portion of the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company (hereinafter identified from time to time by reference to "Panhandle Eastern", "Texas Eastern", and "Natural Gas Pipeline"). In addition, a separate incremental PGA will be implemented for the Company's service area formerly served under Aquila's Eastern System tariffs. For purposes of this clause, the term "cost of gas" shall be as defined under Section I.B.

Any increase or decrease in any PGA factor, including the Actual Cost Adjustment (ACA) factor, resulting from the application of this Rider A, shall be applied prorata to customers' bills for service rendered on and after the effective date of the change. Bills which contain multiple PGA rate changes, including the ACA component of such rate changes, during a customer's billing period shall be prorated between the old and new rates in proportion to the number of days in the customer's billing period that such rates were in effect.

I. PURCHASED GAS COST ADJUSTMENT

A. Filing of the PGA

The Company shall be allowed to make up to four (4) PGA filings during each calendar year. One such filing will be effective in November of each year, but no more than one PGA filing shall become effective in any two consecutive calendar months unless specifically ordered by the Commission. Such PGA filings shall be made at least ten (10) business days prior to their effective dates.

All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail shall be provided so the level of hedging that is used to develop the gas supply commodity charge for the PGA factor can be determined.

B. Contents of PGA Filings - When proposing revisions to its filed PGA factors, the Company shall file PGA tariff sheets with the Commission for approval which consist of:

The Regular Purchased Gas Adjustment (RPGA) Factor - A $\text{\$/Ccf}$ factor to reflect the current estimate of the annualized cost of various natural gas services purchased by the Company, including but not limited to firm and interruptible gas supply, gathering services, firm and interruptible transportation service, storage services, gas price volatility mitigation instruments, including but not limited to, financial instruments, and any service which bundles or aggregates these various services.

*Indicates Change.

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

II. DETERMINATION OF REGULAR PURCHASED GAS ADJUSTMENT (RPGA)

The RPGA will be determined in accordance with the following for each portion of the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company:

*** A. Commodity-Related Charges**

The commodity-related charges shall include but not be limited to producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire applicable period, storage withdrawals, gas purchases under fixed-price contracts, and the Company's cost of gas price volatility mitigation instruments, including but not limited to, financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected. A commodity-related per unit ¢/Ccf factor shall be determined by dividing commodity-related costs by total sales volumes during the base period.

****** One hundred percent (100%) of Missouri Gas Company's commodity-related costs shall be excluded from the Panhandle Eastern PGA factor determination and included in the incremental PGA factor developed solely for the Company's service area formerly served under Aquila's Eastern System tariffs. The divisor for the commodity-related costs in the Panhandle Eastern PGA factor, shall include the sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs. The divisor for the commodity-related costs in the incremental PGA factor shall only include the sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs.

B. Demand-Related (Capacity, Reservation, Space, Deliverability) Charges

For the purpose of the computations herein "demand-related" shall mean gas costs relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other FERC-authorized fixed charges.

1. Purchased Gas

For each natural gas supply purchased during the base period multiply the number of units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month and divide by firm sales volumes during the base period.

* Indicates Change.

** Indicates Addition.

UNION ELECTRIC COMPANY GAS SERVICE

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*2. Supplemental Gas

For each supplemental (temporary and emergency) gas supply purchased during the base period multiply the number of units purchased each month of the base period by the charge(s) in effect on the first day of the filing month and divide by firm sales volumes during the base period; in the case of a supply initially accounted for as an inventory item, multiply the number of units taken from inventory each month of the base period by the most current inventory unit price for such supply and divide by firm sales volumes during the base period.

3. Purchased Seasonal/Peaking Storage

For each seasonal/peaking type storage service purchased during the base period multiply the units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month and divide by firm sales volumes during the base period; if there is no purchase of a specific storage service for the filing month, the last charge(s) paid for such storage service purchased in the base period shall be used.

4. Purchased Balancing Storage

For each balancing type storage service purchased during the base period multiply the units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month and divide by total sales volumes during the base period; if there is no purchase of a specific storage service for the filing month, the last charge(s) paid for such storage service purchased in the base period shall be used.

5. Transportation Service

For each separate related transportation service purchased during the base period multiply the number of units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month, less 1.25¢ per Ccf times the units of interruptible sales, and divide the resulting balance of demand costs by firm sales volumes during the base period; if there is no purchase of a specific transportation service for the filing month, the last charge(s) paid for such transportation service purchased during the base period shall be used.

* Indicates Reissue.

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

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* One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the Panhandle Eastern PGA factor determination and included in the incremental PGA factor developed solely for the Company's service area formerly served under Aquila's Eastern System tariffs. The divisor for the demand-related costs in the Panhandle Eastern PGA factor, shall include firm sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs. The divisor for the demand-related costs in the incremental PGA factor shall only include firm sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs.

C. Other Costs of Gas

The total amounts of any costs, different from those referred to above, associated with the supply, transportation and/or storage service of natural gas during the base period under a rate, tariff or contract subject to regulation by the FERC or successor agency, divided by total sales and/or transported volumes, as applicable, during the base period. These costs include, but are not limited to, costs billed as take-or-pay and transition charges.

D. Determination of Class RPGA Factors

The RPGA factor for the firm sales rate classifications of natural gas service shall be calculated by summing the factors determined in Sections II.A. through II.C. above.

The RPGA factor for the interruptible sales rate classification of natural gas service shall be calculated by summing the factors determined in Sections II.A., II.B.4., and II.C. above plus 1.25¢ per Ccf.

The RPGA factor for the transportation rate classification shall be as calculated in Section II.C. above.

* Indicates Addition.

UNION ELECTRIC COMPANY GAS SERVICE

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III. ACTUAL COST ADJUSTMENT (ACA) ACCOUNT:

* An ACA account shall be maintained for each portion of the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company. In addition to the Panhandle Eastern ACA, a separate incremental ACA will be maintained for the Company's service area formerly served by Aquila's Eastern System tariffs. This incremental ACA is in addition to the Panhandle Eastern ACA and is solely for the Eastern System customers. Said accounts shall be credited by the amount of any gas costs recovered through the action of this Rider in excess of actual gas costs incurred by the Company, and debited by the amount of any such recovered gas costs which is less than actual gas costs incurred by the Company. Such reconciliation of gas costs incurred and recovered shall be for the twelve (12) month period ending with August of each year, as defined herein.

** Any under/over recovery balance remaining in the Aquila ACA account for the Eastern System at the time of the transfer of assets between the Company and Aquila shall be included in the incremental ACA for the service area formerly served under Aquila's Eastern System tariffs.

For each ACA account, such excess or deficiency in total gas cost recovery for each sales rate classification and transportation rate classification shall be determined by a monthly comparison of the actual cost of gas for each month, including the prior period's ACA balance to the gas cost revenues recovered for the corresponding revenue month.

1. Demand-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Supplemental Gas" service and "Transportation" of peaking storage service shall be allocated to the firm sales rate classifications.
2. Demand-related costs applicable to pipeline "Transportation" service and "Purchased Balancing Storage" service shall be allocated to firm sales and interruptible sales rate classifications. The interruptible sales customers will be allocated a portion of such "Transportation" demand costs. The balance of demand costs will then be allocated to the firm sales rate classification.

** One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the Panhandle Eastern ACA factor determination and included in the incremental ACA factor developed solely for the Company's service area formerly served under Aquila's Eastern System tariffs.

* Indicates Change.

** Indicates Addition.

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- *3. Commodity-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Purchased Balancing Storage" service and "Transportation" service shall be allocated to each sales rate classification based on the ratio of each such classes' respective actual sales to the sum of total sales for the related revenue month.
- ** One hundred percent (100%) of Missouri Gas Company's Commodity-related costs shall be excluded from the Panhandle Eastern ACA factor determination and included in the incremental ACA factor developed solely for the Company's service area formerly served under Aquila's Eastern System tariffs.
- *4. "Other Cost of Gas" incurred shall be allocated as applicable to each sales rate classification and transportation rate classification based on the ratio of each such classes' respective actual sales and transported volumes to the sum of such sales and transported volumes for the related revenue month.
5. Any refunds which the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be refunded to the Company's applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall be a part of the overall ACA interest calculation.
- All refund balances from prior periods and any outstanding refunds will be rolled into the April 2003 monthly ACA balance.
- The refund amount will be allocated to each firm sales, interruptible sales and transportation rate classification based upon the same allocation of such costs as calculated during the base period in Section II. herein.
6. The total gas cost recovered each month shall be equal to the product of the billed Ccf of each rate classification times the sum of the applicable RPGA and ACA factors for each interstate pipeline area. The RPGA factor will include, if applicable, the FAF factor.
7. For the ACA period ending with August of each year, the aggregate excess or deficiency in gas cost recovery as described above shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost recovery by sales and transportation rate classifications. ACA factors shall be computed by dividing these cumulative balances by the estimated sales and transportation volumes during the subsequent twelve-month billing period of November - October, for each of the sales and transportation rate classifications. All actual ACA revenue recovered shall be debited or credited to the appropriate monthly balance of the ACA account.

* Indicates Reissue.
** Indicates Addition.

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- * The divisor for the Panhandle Eastern ACA factor, shall include the estimated sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs. The divisor for the incremental ACA factor shall only include the estimated sales volumes of the customers located in the service area formerly served under Aquila's Eastern System tariffs.
- **8. For each month during the ACA period and for each month thereafter interest, at a simple rate equal to the prime bank lending rate (as published in the Wall Street Journal on the first business day of the following month), minus two (2) percentage points (but not less than zero) shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly ACA account balances. The Company shall maintain detailed work-papers that provide the interest calculation on a monthly basis.
- Initially, monthly interest shall be credited as described above based upon the average of the ending balance determined from the monthly ACA balance ending March 31, 2003 and the monthly ACA balance ending April 30, 2003.
9. These ACA factors shall be rounded to the nearest 0.01¢/Ccf and applied to billings of each applicable sales and transportation rate classification, commencing in November of each year, and shall remain in effect until superseded by subsequent ACA factors calculated according to this provision.
10. The current methodology for tracking and recovering gas supply costs, the application of interest on ACA balances and the treatment of natural gas transmission pipeline refunds shall be subject to regulatory review between April 1, 2005 and June 30, 2006. Thereafter, the current methodology may either continue in its present form or be revised to a former or new methodology by Order of the Commission. If the treatment of gas cost recovery, interest determination and handling of refunds described herein is revised by the Commission on or after July 1, 2006, the Company shall continue to perform calculations reflective of the PGA provisions employed during the above review period through the end of its then current ACA period.

* Indicates Addition.
** Indicates Reissue.

UNION ELECTRIC COMPANY GAS SERVICE

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* RIDER A

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PGA Statement

The PGAs (in ¢/Ccf) to be applied to the Company's basic rate schedules on and after the effective date of this tariff for gas sold or delivered to customers in this portion of the Company's service area, are as follows:

Service Area Formerly Served under Aquila's Eastern System Tariffs:

	<u>Firm Sales*</u>	<u>Interruptible Sales*</u>	<u>Transportation Service</u>
<u>RPGA:</u>	102.659¢/Ccf	86.381¢/Ccf	
 <u>Incremental</u> <u>RPGA</u>			
<u>ACA:</u>	9.190¢/Ccf	0.000¢/Ccf	0.000¢/Ccf
 <u>Incremental</u> <u>ACA</u>			
<u>TOTAL, PGA</u>	<u>111.849¢/Ccf</u>	<u>86.381¢/Ccf</u>	<u>0.000¢/Ccf</u>

* Indicates Addition.