

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

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* Indicates Addition.
 ** Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE _____
 ISSUED BY C. W. Mueller President & 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

* ADOPTION NOTICE

Effective _____, 200_, Union Electric Company, a Missouri corporation, has acquired Aquila's Eastern System within the state of Missouri, as authorized by the Missouri Public Service Commission ("Commission") in its Case No. _____

Pursuant to the Commission's Order Approving Acquisition dated _____, 200_, issued in said case, Union Electric hereby adopts, ratifies and makes its own in every respect, as if the same had been originally filed by it, all rate schedules of Aquila's Eastern System ("Eastern System") filed with and approved by the Commission before the effective date of this tariff. These rate schedules follow on P.S.C. Mo. No. 2 sheets 20.3 through 20.20.

* Indicates Addition.

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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 | --- | 20.4 |
| General Natural Gas Service (Firm) | GNG | 20.5 |
| Large Volume Firm Sales Service | LVF | 20.6 |
| Large Volume Interruptible Sales Service | LVI | 20.11 |
| Small Volume Transportation Service | SVTS | 20.16 |
| Large Volume Transportation Service | LVTS | 20.17 |
| Flexible Rates for Transportation Customers | --- | 20.18 |
| Special Transportation Contract Rates | --- | 20.19 |
| Tax and License Rider | --- | 20.20 |
| Promotional Practices | | |

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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

*** GENERAL NATURAL GAS SERVICE**

AVAILABILITY

Available to all firm customers for residential, commercial and industrial use of gas including heating.

A "residential" ("domestic") customer under this residential rate classification is a customer who purchases natural gas for "domestic use." "Domestic use" under this rate classification includes that portion of natural gas which is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer.

This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of natural gas under this rate schedule to be considered as sales for domestic use.

MONTHLY RATE

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

RESIDENTIAL SERVICE

| | |
|-----------------|--------------------|
| Customer Charge | \$ 9.00 per month |
| Energy Charge | \$ 0.22295 per Ccf |

GENERAL SERVICE

| | |
|-----------------|--------------------|
| Customer Charge | \$15.00 per month |
| Energy Charge | |
| First 600 Ccf | \$ 0.24008 per Ccf |
| Next 800 Ccf | \$ 0.22208 per Ccf |
| Next 1,000 Ccf | \$ 0.20405 per Ccf |
| Excess Ccf | \$ 0.07546 per Ccf |

MINIMUM MONTHLY BILL

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

RULES AND REGULATIONS

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

This schedule is not available to a customer if such customer's requirements equal or exceed 150,000 Ccf annually.

* Indicates Addition.

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ISSUED BY C. W. Mueller President & 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 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. 20.8 through 20.10 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 | \$ 0.02460 per Ccf |
| Excess Ccf | \$ 0.01000 per Ccf |
| Demand charge | |
| All Billing Demand | \$ 0.39000 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.

* 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

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 Purchased Gas Adjustment Clause—Service area served by Panhandle Eastern, 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

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ISSUED BY C. W. Mueller President & 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

reference in such rate schedule(s); provided, however, Customer shall have the right to protest any such changes.

* 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

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.

* 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

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.

DATE OF ISSUE _____ DATE EFFECTIVE _____, 20

ISSUED BY C. W. Mueller President & 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 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. 20.13 through 20.15 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 | \$ 0.02460 per Ccf |
| Excess Ccf | \$ 0.01000 per Ccf |
| Demand charge | |
| All Billing Demand | \$ 0.39000 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

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ISSUED BY _____ C. W. Mueller President & CEO St. Louis, Missouri
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maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

* Indicates Addition.

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UNION ELECTRIC COMPANY GAS SERVICE

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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 Purchased Gas Adjustment Clause— Service area served by Panhandle Eastern, 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

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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.

* Indicates Addition.

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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.

* Indicates Addition.

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ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri
Name of Officer Title Address

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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 _____

* Indicates Addition.

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri
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UNION ELECTRIC COMPANY GAS SERVICE

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* SMALL VOLUME TRANSPORTATION SERVICE

1. Availability: Service under this rate schedule is available to Customers who cause gas to be delivered to individually metered, non-residential end-users whose individual annual usage is anticipated not to exceed 150,000 Ccf. This service will be available in all of the Company's Missouri service territories.
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. All small volume transportation customers must install telemetry equipment or purchase the Balancing Service provided herein. Customers must reimburse the Company for the cost incurred by the Company to install telemetry equipment and for the cost of any other improvements made by the Company in order to provide this service. Service is provided for a minimum of six (6) months.
3. Monthly Charges: End-user's monthly bill shall be determined as a sum of the following:

| | |
|-------------------------|-----------------------|
| Service Territory: | <u>Eastern System</u> |
| End-user Charge: | \$15.00 per month |
| Delivery Charge | |
| 1 st 600 Ccf | \$ 0.23908 per Ccf |
| Next 800 Ccf | \$ 0.22108 per Ccf |
| Next 1,000 Ccf | \$ 0.20305 per Ccf |
| Excess Ccf | \$ 0.07546 per Ccf |

4. Rules and Regulations: This schedule is subject to the Company's Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause—Service area served by Panhandle Eastern, which are now or hereafter approved by the Public Service Commission of the State of Missouri.
5. Experimental School Aggregation Program:
6. Unauthorized Use Charges:
7. Balancing Charges:
8. Conversion to Sales Service:

* Indicates Addition.

DATE OF ISSUE _____ DATE EFFECTIVE _____
ISSUED BY C. W. Mueller President & 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 Customers who cause gas to be delivered to individually metered, non-residential end-users whose individual annual usage is anticipated to exceed 150,000 Ccf. This service will be available in all of the Company's Missouri service territories.
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Service hereunder is provided subject to a requirement for recording equipment or telemetry at the delivery point. All large volume transportation customers must install telemetry and reimburse the Company for the cost incurred by Company to install telemetry equipment and for the cost of any other improvements made by Company in order to provide this service. Service is provided for a minimum of one year.
3. Monthly Charges: End-user's monthly bill shall be determined as a sum of the following:

| | |
|-----------------------------|-----------------------|
| Service Territory: | <u>Eastern System</u> |
| End-user Charge: | \$215.00 per month |
| Delivery Charge: | |
| 1 st 200,000 Ccf | \$ 0.02460 per Ccf |
| Excess Ccf | \$ 0.01000 per Ccf |
| Demand Charge: | \$ 0.39000 per Ccf |
4. Rules and Regulations: This schedule is subject to the Company's Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause—Service area served by Panhandle Eastern, which are now or hereafter approved by the Public Service Commission of the State of Missouri.
5. Unauthorized Use Charges:
6. Balancing Charges:
7. Conversion to Sales Service:

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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: \$0.02460 per Ccf Transported
\$0.39000 per Ccf Billing Demand
Minimum Charge: \$0.00100 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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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:

Pursuant to the review of contracts entered into with the following customers in Case No. GR-93-172, the Company is allowed to waive Take-or-Pay and/or Transition Cost charges (as otherwise required by the PGA Clause) to the following Special Transportation Contract customers:

The City of Marshall, Missouri
Pittsburg Corning

* Indicates Addition.

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* 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.

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