

APPLYING TO MISSOURI SERVICE AREAINDUSTRIAL DEMAND RESPONSE PILOT**PURPOSE:**

The purpose of this pilot is to evaluate the opportunities to acquire cost-effective demand response resources from the Company's industrial customers. Program participants will have an opportunity to gain experience with making and fulfilling commitments to curtail all or a portion of their load in exchange for credits that reduce their bills. The pilot program will facilitate short-term reductions in system load to address system reliability and other system economic and operating conditions.

AVAILABILITY:

This pilot is available to any industrial customer receiving service under Service Classification No.11 (M) ("Eligible Rate Schedule"), has a minimum billing demand of 25,000 kW, has a minimum curtailable load of 5,000 kW, has a minimum annual load factor of 65%, remains on such rate schedule and is willing to enter into a written contract for a period of one (1) year with the Company in accordance with this pilot. However, in no event shall the number of customers participating in this pilot exceed five (5) nor the aggregate curtailable loads exceed 100,000 kW. All electric service utilized at the customer's premises, with the exception of any separately contracted for street and outdoor area lighting service, must be served under the contract provisions of this pilot.

A customer taking service under any non-eligible rate schedule may not transfer to the eligible rate schedule for purposes of taking service under this pilot, unless such customer has been on its current rate schedule for at least a twelve-month consecutive period and otherwise satisfied all of its obligations under its existing rate schedule or contract.

Customers receiving service under the following riders are not also eligible for service under this pilot:

- a) Rider L - Voluntary Curtailment Rider
- b) Rider M - Option Based Curtailment Rider
- c) Rider EDR - Economic Development Rider
- d) Rider EDRR - Economic Development and Retention Rider
- e) Rider ERR - Economic Re-development Rider
- f) Rider F - Annual Recurring Service

Customers taking service under the provisions of Rider EDR, EDRR or ERR may become eligible for service under this pilot by first terminating service under those Riders. However, such customers are subject to the same requirement regarding transfers to the eligible rate schedule.

APPLYING TO

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INDUSTRIAL DEMAND RESPONSE PILOT (cont.)**CURTAILMENT SEASON:**

The Curtailment Season shall be June 1 through September 30. The Curtailment Season will exclude Independence Day and Labor Day, or the days celebrated as such.

CURTAILMENT HOURS:

Curtailment will occur during the hours of 10:00 am through 10:00 pm, Monday through Friday during the Curtailment Season. The Curtailment Hours associated with a Curtailment Event will be established at the time of the Curtailment Notification.

CURTAILMENT NOTIFICATION:

Customers will receive curtailment notification a minimum of four (4) hours prior to the start time of a Curtailment Event.

The Customer contract shall specify the Maximum Number of Curtailment Events for which the Customer agrees to curtail load during each Curtailment Season. The Maximum Number of Curtailment Events shall be at least one (1) but shall not exceed ten (10) separate occurrences per Curtailment Season. Each Curtailment Event shall be no less than two and no more than eight consecutive hours and no more than one occurrence will be required per day. The Company may call a Curtailment Event no more than three consecutive days per calendar week. The cumulative hours of Curtailment Hours per Customer shall not exceed eighty (80) hours in any Curtailment Season.

ESTIMATED PEAK DEMANDS:

The Estimated Peak Demand is the average of the Customer's Monthly Maximum Demand for Monday through Friday between 10:00 am and 10:00 pm for June through September 30 from the previous year. The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand.

ESTIMATED PEAK DEMAND MODIFICATIONS:

The Company may review and, if necessary, adjust the Customer's Estimated Peak Demand based on evidence that the Customer's actual peak demand has changed, or will change, significantly from the Estimated Peak Demand currently being used to calculate the Customers Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in its Curtailable Load, the Customer shall lose and/or repay its curtailment compensation proportional to the number of days curtailment was not available and the change in the Curtailable Load.

APPLYING TO MISSOURI SERVICE AREAINDUSTRIAL DEMAND RESPONSE PILOT (cont.)**FIRM POWER LEVELS:**

During the months of June through September, the Customer's Firm Power Level, which is the maximum demand level to be drawn during a Curtailment Event, shall be set at least 5,000 kW less than the Customer's Estimated Peak Demand. The Company may use a Test Curtailment to establish the Firm Power Levels for the Customer.

FIRM POWER LEVEL MODIFICATIONS:

After the Curtailment Season, and upon ninety (90) days written notice by the Customer, the Firm Power Level may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. At any time the Company may adjust the Customer's Firm Power Level downward based on evidence that the Customer's actual demand has dropped, or will drop, significantly from the Estimated Peak Demand. Any adjusted Firm Power Level shall continue to provide for a Curtailable Load of at least 5,000 kW. Future customer compensation will be adjusted accordingly for any change in Firm Power Level.

Additionally, for any change in Firm Power Level that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer including any payment or credits made in advance of the Curtailment Season. The Customer shall repay the Company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.

CURTAILABLE LOAD:

Curtailable Load shall be that portion of a Customer's Estimated Peak Demand that the Customer is willing and able to commit for curtailment, and that the Company agrees to accept for curtailment. The Curtailable Load shall be the same amount for each month of the contract. Under no circumstances shall the Curtailable Load be less than 5,000 kW. Curtailable Load is calculated as the difference between the Estimated Peak Demand as determined above, and the Firm Power Level.

CUSTOMER COMPENSATION:

Customer compensation shall be defined within each Customer contract and will be based on contract term, Maximum Number of Curtailment Events and the number of actual Curtailment Events per Curtailment Season. Timing of all payments/credits shall be specified in the curtailment contract with each Customer. Payments shall be paid to the Customer in the form of a check or bill credit as specified in the contract. The credits shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect.

APPLYING TO MISSOURI SERVICE AREA**INDUSTRIAL DEMAND RESPONSE PILOT (cont.)**

Compensation will include:

PROGRAM PARTICIPATION PAYMENT:

For each Curtailment Season, Customer shall receive a payment/credit based upon the contract term, the number of consecutive years under contract, and the Maximum Number of Curtailment Events. The Program Participation Payment for a Curtailment Season is equal to the per kilowatt of Curtailable Load rate as defined in the table below multiplied by the Maximum Number of Curtailment Events stated In the Customer's contract.

Contract Term	# of Consecutive Years Under Contract	\$/kW of Curtailable Load
One year	1 or 2	\$2.50
Three years	3	\$3.25

The Program Participation Payment will be divided by the number of months In the Curtailment Season and applied as bill credits equally for each month of the Curtailment Season.

CURTAILMENT EVENT PAYMENT:

The Customer will also receive \$0.08 per kW of Curtailable Load for each Curtailment Hour during which the Customer's metered demand is less than or equal to the Customers Firm Power Level.

NEED FOR CURTAILMENT:

Curtailments can be requested for operational or economic reasons. Operational curtailments may occur when physical operating parameters approach becoming a constraint on the generation, transmission, or distribution systems, or to maintain the Company's capacity margin requirement. Economic curtailment may occur when the marginal cost to produce or procure energy, or the opportunity to sell the energy In the wholesale market, is greater than the Customer's retail price.

ENERGY PURCHASE OPTION:

At the Company's option and the Customer's request, during a Curtailment Event called for economic reasons, the Customer may purchase energy above its Firm Power Level from the Company at a price per kilowatt-hour determined at least four hours prior to the beginning of a Curtailment Event . A Curtailment Event Payment will not be paid to Customers for Curtailment Events where this option is used. Customer will not have the option to purchase energy during a Curtailment Event called for operational reasons.

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 Original SHEET NO. 223

CANCELLING SCHEDULE NO. _____ SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREAINDUSTRIAL DEMAND RESPONSE PILOT (cont.)**PENALTIES:**

Failure of the Customer to effect load reduction to at least its Firm Power Level in response to any Company request for curtailment shall result in the following reduction or refund of Program Participation Payments and Curtailment Occurrence Payments for each such failure as follows:

Reduction of Curtailment Occurrence Payment: Customer will forfeit Curtailment Event Payment for every Curtailment Hour during which It falls to effect load reduction to its Firm Power Level or lower.

Reduction of Program Participation Payment: Customer will receive reduced future Program Participation Payments or a bill debit, in an amount equal to 150% of the Program Participation Payment divided by the Maximum Number of Curtailment Events, the result of which is multiplied by the percentage by which the Customer underperformed during a Curtailment Event.

Any Customer who falls to reduce load to its Firm Power Level on three or more days within any Curtailment Season may be Ineligible for this Rider for a period of two years from the date of the third failure.

CURTAILMENT CANCELLATION:

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs with less than two hours of the notification period remaining prior to commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as a separate occurrence with a zero-hour duration.

TEST CURTAILMENT:

The Company reserves the right to request a Test Curtailment once each year and/or within three months after a Customer's failure to effect load reduction to its Firm Power Level or lower upon any Company request for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

Original

SHEET NO. 224

CANCELLING SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO _____

MISSOURI SERVICE AREA

INDUSTRIAL DEMAND RESPONSE PILOT (cont.)**ADDITIONAL VOLUNTARY EVENTS:**

At any time while the Customer's contract is in effect, the Company may request a Customer to participate, on a voluntary basis, in additional Curtailment Events. Customers who are asked and who participate in these additional voluntary curtailments will receive Curtailment Event Payments as outlined previously in this Rider, but will not receive additional Program Participation Payments. This provision applies to all Customers whose contracts are still in force, whether or not they have participated in a number of Curtailment Events equal to their chosen Maximum Number of Curtailment Events.

TERM OF CONTRACT:

Contracts under this Rider shall be for a one-year or three-year term. Customers opting for a one-year term may enter into a new contract for a term of one-year subject to the terms and conditions of this Rider as may be modified from time to time. Written notice by either the Customer or Company to terminate a contract must be given at least thirty (30) days prior to commencement of the Curtailment Season. In no event will service under this pilot continue after May 31, 2011.

LIMITED APPLICATION:

This pilot will no longer be in effect after September 30, 2010.

TERMS AND CONDITIONS:

Service hereunder is subject to the "Missouri Electric Rules and Regulations" on file with the Missouri Public Service Commission and "Tax Adjustment" under the otherwise applicable rate schedule.

PILOT PROGRAM EVALUATION:

The impact evaluation will determine whether or not the program was effective in obtaining the curtailment contracted for with the customer. It will utilize hourly meter reading data received through Ameren's Cellnet system and compare actual usage/demand reduction during each hour of a curtailment event to the Firm Power Level under contract. Impact evaluation will be conducted on an individual customer basis and in aggregate for each hour of the curtailment events. The process evaluation will assess the effectiveness with which the program is being managed and operated. It will review all processes and systems utilized in the implementation of the program including marketing, decision making, operational, data tracking, billing, meter shop, and systems operations. Third, the evaluation will assess the how the pilot can be expanded, based on the Company's needs.

Issued Pursuant to the order of the Mo. P.S.C. in Case No. ER-2007-0002

P.S.C. Mo. DATE OF ISSUE October 23, 2007DATE EFFECTIVE November 22, 2007ISSUED BY T. R. Voss
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TITLESt. Louis, Missouri
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