STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. _____1_____ _____1st_____ Revised Sheet No. ___123___

Canceling P.S.C. MO. No. _____1_____ _____ Original Sheet No. ___123___

**Aquila, Inc., dba**

**AQUILA NETWORKS**     For Territory Served by Aquila Networks - L&P and Aquila Networks - MPS

**KANSAS CITY, MO 64138**

| ECONOMIC DEVELOPMENT RIDER (Continued) |
| :---: |
| ELECTRIC (FROZEN) |

### FORM OF CONTRACT (Continued)

2.    Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law so long as the successor continues to meet the criteria of the Rider.

3.    Customer will furnish additional information, as requested by the Company, to assure the continued eligibility for service under the Rider. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo 1986, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

4.    This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws' provisions), and by the orders, rules and regulations of the Commission, as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Aquila Networks
a division of
Aquila, Inc.

_____
Customer

By _____        By _____