

FIRST AMENDMENT TO
WHOLESALE ELECTRIC SERVICE AGREEMENT BETWEEN
CITIZENS ELECTRIC CORPORATION AND
UNION ELECTRIC COMPANY

THIS AGREEMENT, made and entered into this 22nd day of March, 1993, by and between UNION ELECTRIC COMPANY, a Missouri corporation (called "Company"), and the Citizens Electric Corporation (called "Citizens" or "Purchaser"), referred to collectively as "Parties" and singularly as "Party";

WITNESSETH:

WHEREAS, the Parties entered into a Wholesale Electric Service Agreement on November 18, 1988 (the "Service Agreement"); and

WHEREAS, pursuant to Sections 3 and 4 of the Service Agreement, the Parties desire to change metering correction factors of two (2) delivery point exhibits;

NOW, THEREFORE, the Parties mutually agree as follows:

1. Attachment to Exhibit B, Delivery Point No. 2 - New Bourbon, Metering Voltage and Correction Factors section of the Service Agreement shall be revised to read as follows:

Metering Voltage and Correction Factors. Delivery on the 138,000 volt circuit is metered at 69,000 volts in Purchaser's New Bourbon Substation. The metering correction factors to compensate Company for transformer losses shall be 1.0033 for kilowatts and 1.0033 for kilowatthours.

2. Attachment to Exhibit B, Delivery Point No. 3 - Seminary, Metering Voltage and Correction Factors section of the Service Agreement shall be revised to read as follows:

Metering Voltage and Correction Factors. Delivery on the 138,000 volt circuit is metered at 69,000 volts in Purchaser's Seminary Substation. The metering correction factors to compensate Company for transformer losses shall be 1.003 for kilowatts and 1.003 for kilowatthours.

3. Except as herein amended, all of the other terms, conditions and provisions of the Service Agreement shall be and remain in full force and effect.

4. This First Amendment to the Service Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the respective Parties pursuant to section 9 of the Service Agreement.

5. This First Amendment to the Wholesale Electric Service Agreement is made subject to the regulatory jurisdiction of any Governmental Authority or Authorities which may have jurisdiction in the premises.

6. This First Amendment to the Wholesale Electric Service Agreement shall become effective June 10, 1993.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their duly authorized officers on the day and year first above written.

UNION ELECTRIC COMPANY

By C. C. McQuellin

Title Sr. Vice President

ATTEST:

By J. L. Waters

Title ASST. SECRETARY

CITIZENS ELECTRIC CORPORATION

By John W. ...

Title General Manager

ATTEST:

By Donald E. Hoog

Title Assistant Secretary

WHOLESALE ELECTRIC SERVICE AGREEMENT BETWEEN
CITIZENS ELECTRIC CORPORATION AND
UNION ELECTRIC COMPANY

THIS AGREEMENT, made and entered into this 18th day of November, 1988, by and between UNION ELECTRIC COMPANY, a Missouri corporation (called "Company"), and the Citizens Electric Corporation (called "Citizens" or "Purchaser"), referred to collectively as "Parties" and singularly as "Party";

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

SECTION 1. ELECTRIC ENERGY TO BE SOLD AND PURCHASED

Company agrees to sell and deliver and Purchaser agrees to take and pay for all electric service required by Purchaser, except as otherwise provided in this Agreement, for its own use and for distribution and resale to its customers, citizens or members within all or a segregated portion of its service area; provided, however, that during emergencies when Company may not be able to deliver to Purchaser or Purchaser may not be able to receive from Company all of its requirements for electric service, purchaser may take and receive electric service from other available sources.

SECTION 2. RATE SCHEDULE

All electric service delivered hereunder shall be provided under Company's effective FERC Electric W-3 Wholesale Tariff on file with the Federal Energy Regulatory Commission, except that in the case of conflict with provisions of this Agreement, the provisions herein shall supersede and govern. The initial Monthly Rate shall be as set out in Exhibit A.

Except as noted in Exhibit C, the billing demand to be used each month shall be the highest average demand in kilowatts occurring in any period of 15 consecutive minutes. Where Company delivers service to Purchaser's integrated system at more than one point of delivery, as provided for in Section 1 of the General Rules and Regulations, the demand measurements at the respective points of delivery shall be cumulated simultaneously each month to determine the maximum simultaneous demand for billing purposes.

Except as modified by this Agreement, electric service provided by Company to Purchaser shall in all other respects be subject to the provisions of Company's applicable tariffs and to the General Rules and Regulations applicable thereto now or

hereafter on file with the Federal Energy Regulatory Commission, all of which are by reference made a part hereof.

The demand and energy rates set forth in Exhibit A shall remain in effect as long as the overall rate level resulting from the Order of the Missouri Public Service Commission in Case No. EC-87-114 and EC-87-115 (87-114 rate) shall remain in effect. It is the intention of the Parties that the demand and energy rates to be charged under this section shall change when and to the extent that the Company's overall 87-114 rate level changes. At such time as the 87-114 rate level changes, either upward or downward, the Company shall determine the overall percentage change in retail revenues produced by such rate level change(s) and shall file with the Federal Energy Regulatory Commission changes in the wholesale demand and energy rates set forth in Exhibit A so that the percentage change in such wholesale rates is equal to the percentage change in the retail revenues.

(For example: if a change in the energy charge in the Missouri Large General Service Rate causes the overall Missouri retail revenue to be reduced by 1%, the demand charge and energy charge paid by customer will be reduced by 1% each. Example 2: if changes in various rate values to several retail rate classes results in no overall change in retail revenue, there would be no change in the rates paid by Purchaser.)

It is the intent of the Parties, and the purpose of this section, to have the rate paid by Purchaser to UE change at the same time and in the same magnitude as the Company's overall Missouri retail rate level.

SECTION 3. DELIVERY POINT, DELIVERY VOLTAGE AND CONTRACT CAPACITY

Electric service provided under this Agreement shall be delivered by Company to Purchaser at the delivery point(s) and delivery voltage(s), and up to the contract capacity as set forth on Exhibit B attached hereto and made a part hereof. The capacities and maximum loadings set out in the attachments to Exhibit B are for the summer peak load period and normal system operating conditions. They may be exceeded for limited periods for maintenance or emergencies if Company load dispatch office is notified and agrees, in the case of maintenance, and is notified as soon as possible in the case of emergencies. Manual transfers require the prior approval of and coordination with Company dispatching personnel. In the case of automatic transfers, Purchaser will notify Company dispatching personnel as soon as possible after the transfer has occurred. Purchaser will not add additional automatic transfer capability without prior coordination with Company.

These delivery points, contract capacities and maximum loadings, from time to time by mutual consent of the Parties, may

be revised, modified or additional delivery points may be added. Neither party shall unreasonably withhold such consent. When a new delivery point exhibit is signed by the Parties and filed with the Federal Energy Regulatory Commission, if such filing is necessary, it shall become a part of this Agreement.

SECTION 4. METERING POINTS, METERING VOLTAGES AND CORRECTION FACTORS

Metering points, metering voltages and metering correction factors, if any, shall be as set forth in the attached Exhibit B.

SECTION 5. FACILITIES TO BE PROVIDED BY COMPANY

Company will provide or make arrangements for metering equipment for each point of delivery in addition to other appropriate facilities as described in Exhibit B. All poles, conductors, hardware, transformers, meters, protective and relay equipment installed by Company shall remain the property of Company and Company employees shall have the right to inspect, repair, and remove said equipment at any and all times, subject to Company's duties under this Agreement.

SECTION 6. FACILITIES TO BE PROVIDED BY PURCHASER

All other facilities and equipment necessary for the transfer and delivery of electric service from Company to Purchaser as agreed herein, shall be provided by Purchaser and shall be generally described in Exhibit B. These shall include, but not necessarily be limited to, such equipment and facilities as are contemplated to be provided by such a purchaser under Section 7 of the General Rules and Regulations of Company's Wholesale Electric Tariff on file with the Federal Energy Regulatory Commission.

SECTION 7. EFFECTIVE DATE AND TERM

This Agreement shall become effective and binding November 21, 1988, and shall continue in force and effect through December 31, 2000; however, Purchaser may terminate this Agreement at December 31, 1995 if notice is given on or before December 31, 1993. At least two years prior to the expiration of the Agreement the Parties will begin discussions relating to energy supply and requirements beyond the contract expiration date.

If no subsequent agreement is reached, Purchaser may return to such applicable FERC rates as may be in effect at that time.

At least six (6) months prior to the termination of this Agreement, the Company will file with the FERC tariffs under

which the Purchaser may take service. Such tariffs will be based on the then applicable law and FERC rules and regulations.

SECTION 8. CANCELLATION OF PRIOR CONTRACTS

This Agreement as of the effective date hereof supersedes and cancels the contract between the Parties hereto dated September 29, 1978 and all related supplements and amendments thereto.

SECTION 9. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties, but shall not be assigned by Purchaser without the prior written consent of Company except to a successor to all or substantially all of the properties and business of Purchaser used for supplying service in the territory in which the service purchased from Company is distributed or sold, or except for assignment to United States of America as Security for a loan made to Purchase through the Rural Electrification Administration, or the National Rural Utilities Cooperative Finance Corporation.

SECTION 10. INDEMNITY

Each of the Parties shall indemnify and save harmless the other Party, its officers, agents and employees, from and against any and all claims for injury or damage to persons or property, including expenses and costs in connection therewith, caused by or resulting from the construction, installation, operation or maintenance of the facilities of the indemnifying Party, or by reason of the acts or negligence of its agents or employees in connection therewith, or by reason of the acts or negligence of its agents or employees while said agents or employees are on the said other Party's property.

SECTION 11. LIMITED ALTERNATE SUPPLY (LAS)

A. To the extent that operating conditions (as defined in the Transmission Service Agreement) on Company's system permit, Purchaser may contract to schedule up to 10% of its peak monthly demand from any alternate source(s), including Purchaser's own generation, if any. The 10% will be based on the Purchaser's immediately prior summer and winter seasons' highest seasonal demand. If from a source other than self-generation, it must be scheduled one week in advance in increments of the nearest one megawatt with no more than one change permitted within a given scheduled week, upon 24 hours notice, followed by written confirmation. The maximum amount of power to be contracted for will be determined by the Purchaser's highest monthly demand for the comparable immediately prior winter/summer period. Therefore, the maximum contracted amount may be

different in winter than in summer based on the prior winter and summer seasons' demands.

B. Company may require Purchaser to schedule or generate LAS power from its alternate source(s) up to the limit of the terms of the contract with the alternate source(s), and/or require Purchaser to operate its generating facilities in a manner consistent with standard utility practices whenever Company is interrupting its retail interruptible customers. If Purchaser fails to do so, the demand charge for this increment will be 1.5 times the normal demand charge then in effect, but no transmission charge as set out in Exhibit C, will be assessed.

Company will give Purchaser the same advance notice of such requirement as it gives to retail interruptible customers prior to an interruption.

C. If Purchaser wishes to obtain LAS power from an alternate source other than Purchaser's own generation, it will be necessary for the Parties to enter into a Transmission Service Agreement. Specific contracts for such service will then be provided under the terms of Transmission Service Transactions.

D. Purchaser will pay Company charges associated with service under this section as set out in Exhibit C.

E. The Parties agree that in the event Company shall file and have approved by the FERC rates for any of the charges set out in Exhibit C which would apply to the Purchaser, such rates would supersede these stated rates upon written notice by Company to Purchaser.

F. Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application to the Federal Energy Regulatory Commission for a change in any aspect of this section, including the rates and charges, under Section 205 of the Federal Power Act and the Commission's Rules and Regulations thereunder except that Company agrees not to file thereunder for any change in the terms, conditions and rates set out in this section and Exhibit C which would take effect during the first three years of this Agreement.

SECTION 12. SECTION 205 and 206 - FEDERAL POWER ACT

Except as noted in Section 11, and except as otherwise indicated in Section 2 concerning changes in rates, nothing contained herein shall be construed as affecting in any way the right of Company furnishing service under this Agreement to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

Likewise, nothing contained herein shall preclude the Purchaser from pursuing its rights under Section 206 of the Federal Power Act, except as otherwise indicated in Section 2 concerning changes in rates and Purchaser agrees not to file thereunder for any change in the terms, conditions and other rates as set out herein which would take effect during the first three years of this Agreement.

SECTION 13. NOTICES

Unless otherwise agreed to by the Parties, any notice required or authorized by this Agreement shall be deemed properly made, given to, or served on the party to whom it is directed when sent by United States mail addressed as follows:

President
Union Electric Company
P.O. Box 149
St. Louis, MO 63166

General Manager
Citizens Electric Corporation
150 Merchant Street
P.O. Box 311
Ste. Genevieve, MO 63670

SECTION 14. TRANSMISSION LINE SECTIONS

At the termination of this Agreement or at the termination of any extension of this Agreement, Purchaser may acquire ownership of Line Sections A, B, C (except as hereinafter otherwise provided) as described in Exhibit B by the payment to Company of an amount computed as the sum of the following items:

1. The original cost of Line Section A and B reduced by 3% per annum from June 16, 1966 and June 23, 1972, respectively, as limited by the minimum specified in paragraph 3 below.

2. The original cost of Line Section C including cost of reinforcing, rebuilding, or changing any connecting circuits which is necessary specifically for supplying the P&G load adjusted annually by the algebraic sum of the following two items:

a. Annually compute an amount equal to 11.9% of the original cost of Line Section C including right-of-way.

b. From (a) above, subtract 20% of the gross revenue received by Company from Purchaser attributable to the P&G connection and any other new connections which may be authorized by Company on Line Section C

provided that none of Purchaser's load existing on July 1, 1968 shall be eligible for this purpose.

3. In no event will the purchase price of the total transmission lines serving Purchaser be less than 15% of the original cost of all the lines excluding right-of-way costs plus an amount equal to the original right-of-way costs for all of the lines.

In the event that Purchaser elects to acquire ownership of the lines, Purchaser must acquire all the transmission lines described herein except that Company may, at its option, retain ownership of all or any part of Line Section C.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed and attested by their authorized officers as of the day and year first above written.

UNION ELECTRIC COMPANY

ATTEST:

By R. A. Mollit

Title Assistant Secretary

By [Signature]

Title Sr. Vice Pres. - Power Operations

CITIZENS ELECTRIC CORPORATION

ATTEST:

By H. Dennis Allen

Title Assistant Secretary

By [Signature]

Title 2nd Vice President

4TH REVISED EXHIBIT A

4TH Revised Monthly Charge for Wholesale Electric Service

MONTHLY RATE

Customer Charge: - \$100.00

Summer Demand Charge
Greater of:

a) Summer on peak - \$15.06 per kW x actual metered demand

or

b) Summer off peak - \$15.06 per kW x .50 x actual metered demand

Winter Demand Charge
Greater of:

a) Winter on peak - \$9.16 per kW x actual metered demand

or

b) Winter off peak - \$9.16 per kW x .822 x actual metered demand

Energy Charge: 1.61 ¢/kWh
No fuel adjustment charge will apply unless the Company's Missouri retail rates are modified to include a fuel adjustment clause, at which time Purchaser's rate would be modified to include a comparable fuel adjustment clause.

Voltage Adjustment:

The above rates are subject to possible adjustment pursuant to the terms of Rider B of Company's wholesale tariffs, if applicable.

All bills will be rendered on a calendar month basis.

DEFINITIONS

Peak hours: 10 a.m. to 10 p.m., Monday through Friday

Off-Peak hours: All other hours including the entire 24 hours of the following days:

New Year's Day	Independence Day	Thanksgiving Friday
Good Friday	Labor Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	Christmas Day

Summer: June - September

Winter: October - May

Actual metered demand: Actual metered demand supplied by Company sources

(This 4th Revised Exhibit A reflects the change in the Company's overall rate level caused by the Missouri Public Service Commission's approval of reduced overall retail rates. The new retail rates become effective August 1, 1995, therefore, the rates set forth herein shall be effective for service on and after August 1, 1995. This 4th Revised Exhibit A supersedes 3rd Revised Exhibit A.)

3RD REVISED EXHIBIT A

3rd Revised Monthly Charge for Wholesale Electric Service

MONTHLY RATE

Customer Charge: - \$100.00

Summer Demand Charge

Greater of:

a) Summer on peak - \$15.34 per kW x actual metered demand

or

b) Summer off peak - \$15.34 per kW x .50 x actual metered demand

Winter Demand Charge

Greater of:

a) Winter on peak - \$9.33 per kW x actual metered demand

or

b) Winter off peak - \$9.33 per kW x .822 x actual metered demand

Energy Charge: 1.64 ¢/kWh

No fuel adjustment charge will apply unless the Company's Missouri retail rates are modified to include a fuel adjustment clause, at which time Purchaser's rate would be modified to include a comparable fuel adjustment clause.

Voltage Adjustment:

The above rates are subject to possible adjustment pursuant to the terms of Rider B of Company's wholesale tariffs, if applicable.

All bills will be rendered on a calendar month basis.

DEFINITIONS

Peak hours: 10 a.m. to 10 p.m., Monday through Friday

Off-Peak hours: All other hours including the entire 24 hours of the following days:

New Year's Day	Independence Day	Thanksgiving Friday
Good Friday	Labor Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	Christmas Day

Summer: June - September

Winter: October - May

Actual metered demand: Actual metered demand supplied
by Company sources.

(This 3rd Revised Exhibit A reflects the change in the Company's overall rate level caused by the Missouri Public Service Commission's approval of reduced overall retail rates. The new retail rates become effective January 1, 1993, therefore, the rates set forth herein shall be effective for service on and after January 1, 1993. This 3rd Revised Exhibit A supersedes 2nd Revised Exhibit A.)

EXHIBIT B

CONTRACT CAPACITY

Contract Capacity to be supplied by Company to Purchaser shall be a maximum of 165,000 kW. This maximum contract capacity, and the maximum delivery point capabilities set out hereafter, will be reviewed five years from the contract date, or as deemed necessary by Purchaser or Company by unforeseen load developments. Purchaser shall continue to provide Company with its five-year forecasts prior to October 1 of each year. Purchaser and Company will meet to determine Company's ability to meet any projected changes in such demand or any projected changes in the delivery system required to meet such demand. Unless Company notifies Purchaser within 90 days of receipt of projections that meeting such projections would adversely affect other customers or that such projections could not be met due to physical limitations of Company's system, Company will be obligated to meet such projections (but only to the extent that such projections are within the period covered by the existing electric service agreement). The Company will use the same standards in providing such notice as would be used in providing notice to any large general service or primary service customer.

In the event that Company advises Customer that it cannot obligate itself to meet demand in excess of the Contract Capacity, as it may be stated from time to time, customer shall be free to receive from any other source such amounts of power as are reasonably necessary to meet that portion of its expected demand which the Company has not obligated itself to meet subject to operating conditions existing at that time.

Where service is delivered at more than one point of delivery and Purchaser's system is fully integrated, the demand measurements at the respective points of delivery shall be cumulated simultaneously each month to determine the maximum simultaneous demand which demand will not exceed the Contract Capacity stated above.

Furthermore, except as provided in Section 3 of this Agreement, the maximum demand at each delivery point during the month will not exceed the stated limit in each Delivery Point Attachment.

DELIVERY POINTS

The attachments to this Exhibit shall specify the points of delivery to Purchaser. Each attachment shall include, but not be limited to, such information regarding the delivery point as: location of delivery point, capacity limitation, delivery voltage, facilities provided by Purchaser and by Company, projected in-service date for future facilities, facility payments if any, metering voltage, metering correction factors, and other conditions relating to the delivery point. Attachments also may be utilized to provide for other special arrangements between the Parties involving use of facilities.

TRANSMISSION LINE SECTIONS

Company will continue to own, operate and maintain the following transmission line sections for delivery of service to delivery points described herein.

Line Section A - Company will continue to own, operate and maintain its 138,000 volt line from Company's Rivermines Substation to Purchaser's New Bourbon Substation near Ste. Genevieve, Missouri.

Line Section B - Company will continue to own, operate and maintain its 138,000 volt line to Purchaser's Seminary Substation near Perryville, Missouri, from Central Illinois Public Service Company's (CIPS) Grand Tower Power Plant.

Line Section C - Company will continue to own, operate and maintain its 161,000 volt line from a tap in its Rivermines-Cape-1 line to Purchaser's Trail of Tears Substation, and the 161,000 volt line extension to the P&G Plant site.

County Line - Company will continue to service the 34.5 kV facilities now supplying Purchaser's County Line Substation and thereafter at Purchaser's option through the life of this Agreement, including extensions thereto; provided, however, that Company shall not be required to make any major expenditures for

reconstruction or rehabilitation of the line or equipment serving County Line Substation.

"Transmission voltages" and "transmission lines" as used in this document, shall mean either 138,000 or 161,000 volts, as selected by Company.

ATTACHMENT TO EXHIBIT B

DELIVERY POINT NO. 1 - COUNTY LINE

Delivery Point. The point where Company's 34,500 volt circuit from its Rivermines Substation connects to Purchaser's substation structure located on the west side of Turley Mill Road, 2 miles north of Sugar Grove Road near Farmington, Missouri, known as County Line Substation. The contract capacity to be supplied to Purchaser by Company over this delivery point shall be limited to 15,000 kW.

Facilities Provided by Company. Company will continue to own, operate and maintain its 34,500 volt line from its Rivermines Substation and its substation metering facilities in County Line Substation.

Facilities Provided by Purchaser. Purchaser will continue to own, operate and maintain its substation facilities in County Line Substation so as to continue to receive service from Company.

Metering Voltage and Correction Factors. Delivery on the 34,500 volt line is metered at 34,500 volts in County Line Substation.

Since metering is at the delivery voltage, no metering correction factors for losses shall be applicable.

ATTACHMENT TO EXHIBIT B

DELIVERY POINT NO. 2 - NEW BOURBON

Delivery Point. The point where Company's 138,000 volt Ste. Genevieve-Rivermines-1 circuit attaches to Purchaser's substation structure located 1.6 miles south of Ste. Genevieve, Missouri, along County Highway M, known as New Bourbon Substation. The contract capacity to be supplied to Purchaser by Company over this delivery point shall be limited to 55,000 kW.

Facilities Provided by Company. Company will continue to own, operate and maintain its 138,000 volt circuit to the New Bourbon Substation as well as metering facilities other than the metering transformers located in New Bourbon Substation.

Facilities Provided by Purchaser. Purchaser will continue to own, operate and maintain its New Bourbon Substation as well as the metering transformers.

Metering Voltage and Correction Factors. Delivery on the 138,000 volt circuit is metered at 69,000 volts in Purchaser's New Bourbon Substation.

The metering correction factors to compensate Company for transformer losses shall be 1.005 for kilowatts and 1.005 for kilowatthours.

ATTACHMENT TO EXHIBIT B

DELIVERY POINT NO. 3 - SEMINARY

Delivery Point. The point where Company's 138,000 volt Grand-Tower-Perryville-1 circuit attaches to Purchaser's substation structure located along County Highway V, 1 mile north of County Highway T, near the City of Perryville, Missouri, known as Seminary Substation. The contract capacity to be supplied to Purchaser by Company over this delivery point shall be limited to 55,000 kW.

If upon request by Purchaser Company cannot meet increased load at the Seminary delivery point in excess of 55,000 kW, Purchaser may obtain the additional capacity and energy from another source, including self-generation; provided, however, that if connecting with Company's system at a location other than the Seminary delivery point will cost Purchaser less per delivered kilowatthour than other alternatives available to Purchaser, Purchaser will make that connection with Company's system. If the non-Union Electric alternative is determined to be the least cost alternative, as described above, the Purchaser's LAS limit will be increased accordingly, provided that such additional service will be limited to that amount necessary to meet the portion of the expected demand which the Company has not obligated itself to meet. The charges, set out in Exhibit C will be applicable to this service.

Facilities Provided by Company. Company will continue to own, operate and maintain its 138,000 volt circuit to the Seminary Substation, as well as the metering facilities other than the metering transformers located in Seminary Substation.

Facilities Provided by Purchaser. Purchaser will continue to own, operate and maintain its Seminary Substation, as well as metering transformers in Seminary Substation.

Metering Voltage and Correction Factors. Delivery on the 138,000 volt circuit is metered at 69,000 volts in Purchaser's Seminary Substation. The metering correction factors to compensate Company for transformer losses shall be 1.0030 for kilowatts and 1.0040 for kilowatthours.

ATTACHMENT TO EXHIBIT B

DELIVERY POINT NO. 4 - TRAIL OF TEARS

Delivery Point. The point where Company's 161,000 volt tap from its Rivermines-Cape-1 circuit connects to Purchaser's 161/69 kV substation structure located on Route No. 177, east of its intersection with County Highway V, known as Trail of Tears Substation. The contract capacity to be supplied to Purchaser from Company over this delivery point shall be limited to 40,000 kW.

Facilities Provided by Company. Company will continue to own, operate and maintain its 161,000 volt Rivermines-Cape-1 circuit and its tap to the Trail of Tears Substation.

Facilities Provided by Purchaser. Purchaser will continue to own, operate and maintain its Trail of Tears Substation as well as the metering facilities located in its Trail of Tears Substation.

Metering Voltage and Correction Factors. Delivery on the 161,000 volt circuit is metered at 69,000 volts in the Trail of Tears Substation. The metering correction factors to compensate Company for transformer losses shall be 1.006 for kilowatts and 1.006 for kilowatthours.

EXHIBIT C

Monthly Charges for Service Related to Limited

Alternate Supply (IAS) Power

1. Transmission Service Charge and Billing and Scheduling Fee

Purchaser shall have the option to (i) purchase its transmission and distribution losses from the supplier of the electric power or (ii) purchase its losses from UE. In either case, Purchaser shall notify UE in writing 30 days prior to the start of any contract period stating which of the options it has elected for that period. For the initial term of this transaction, Purchaser shall purchase its losses from _____ and the appropriate rate set out below shall apply.

- (a) Losses From Supplier - In the event Purchaser elects to purchase its losses from a supplier other than UE, Purchaser shall pay UE at a rate of \$1.50 per kW-month, for the contracted maximum amount of transmission service, subject to the provisions of the Change in Rates section below.

In addition, a billing and scheduling fee of \$25/day will be paid by Purchaser for each day IAS power is scheduled.

- (b) Losses From UE - In the event Purchaser elects to purchase its losses from UE, the rate will be \$2.25 per kW-month for the contracted maximum amount of transmission service, subject to the provisions of the Change in Rates section below.

In addition, a billing and and scheduling fee of \$25/day will be paid by Purchaser for each day IAS power is scheduled.

- (c) In months when transmission is contracted for but no transmission service is scheduled, the contract payment will be \$1.50/per kW month irrespective as to election made as to losses.

2. Other Charges

Purchaser shall pay UE for any electric power and energy received from UE in excess of scheduled transmission service pursuant to the terms of the Wholesale Electric Service Agreement between the Parties as that Agreement may later be modified.

UE will not assume any legal or monetary obligation of Purchaser with respect to any other party involved in providing or delivering prescribed power and associated energy provided above. Specifically, Purchaser shall be obligated to assume all charges for contracted services provided by UE on behalf of Purchaser, holding UE harmless therefor.

Purchaser will also pay Company a monthly charge of \$2.00 per kW/month for scheduled amounts of IAS power from alternate sources other than Purchaser's own generation, which the Company will reserve and be obligated to serve should the alternate source not be available. If Company requires Purchaser to take IAS power (see Section 11, paragraph B), no additional reservation charge will be imposed for the amount so required.

Purchaser will also pay Company a monthly charge of \$2.00 per kW/month for all amounts of IAS power provided by Purchaser's own generation, which the Company will reserve and be obligated to serve should Purchaser's own generation not be available. If Purchaser has self-generation and uses it pursuant to this Contract, Purchaser will inform the Company, in a manner suitable to the Company, of the amount of generation so used by the 10th day of the following month. If Company requires Purchaser to take IAS power, no

additional reservation charge will be imposed for the amount so required.

If Purchaser is required to start its own generator pursuant to a directive from the Company, requiring Purchaser to provide IAS power, and if Purchaser notifies Company that it is experiencing difficulty in doing so, Company will calculate billing demand for that period of start up only, over one 60 minute interval instead of the normal 15 minute interval.

If Purchaser has its own generating facility which requires the use of Company's transmission facilities, Purchaser shall pay Company the appropriate transmission related charges as set out in this Exhibit.