

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS MAINS, PIPES, MANHOLES, UNDERGROUND VAULTS, SERVICES AND OTHER EQUIPMENT, AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE VILLAGE OF CENTERTOWN AND AREAS DEDICATED TO THE VILLAGE FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, DISTRIBUTING AND SELLING NATURAL AND/OR ARTIFICIAL GAS FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID VILLAGE, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CENTERTOWN, MISSOURI, AS FOLLOWS:

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a AmerenUE, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate mains, pipes, manholes, underground vaults, services and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the Village of Centertown, hereinafter called "Village", as now fixed and as hereafter extended, and areas dedicated to the Village for public utility use, for the purpose of transmitting distributing and selling natural and/or artificial gas for light, heat, power and other purposes within said Village and in territory adjacent to said Village, and for the purpose of transmitting gas through said Village; all such equipment, appliances and apparatus to be installed and

maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the Village for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the Village in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for gas service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission of the State of Missouri and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission of the State of Missouri applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. Company shall pay to said Village on or before the preceding three-month periods ending on December 31, March 31, June 30 and September 30, respectively of each year that this franchise remains in effect, an amount equal to two percent (2%) of its gross receipts, as herein defined, from sales of gas delivered by it within the corporate limits of said Village for the preceding year.

All payments made hereunder will be reduced by the total payments made by Company for the applicable periods of time or portions thereof on account of any tax levied or imposed by said Village upon the business of selling gas or upon the proceeds of sales of gas or upon the right or privilege of engaging in such business within said corporate limits, whether said tax be

designated as an occupation tax, a license tax, or a gross receipts tax or otherwise; but not including a sales tax levied or imposed pursuant to the Village Sales Tax Act.

With each franchise payment hereunder, Company shall file with the Village Clerk of said Village a sworn statement of the gross receipts for the applicable period and also a sworn statement of all payments made by it for such period on account of any of the taxes enumerated above in this Section. The term "gross receipts" shall mean the aggregate amount of all sales and charges that result from Company's business of supplying gas or gas service to customers within said Village during any period less discounts, credits, refunds, sales taxes, state or county taxes and uncollectible accounts. Gross receipts derived from furnishing of such sales and charges to the Village or other governmental agencies within the Village shall not be included in the gross receipts nor shall the franchise charge be due on such gross receipts.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors, licensees, transferees or assigns unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the Village Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by

Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The Village acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Village shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Village or enacted in the future requiring Company to obtain written permits or other approval from the Village prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Village for the maintenance and repair of its facilities.

SECTION 10. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 11. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the Village

Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this Village only upon the terms and conditions as provided in Article IV, Section 10.2 of the Village Charter and Rev. Stat. § 88.251 (2000). If the Village Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the Village upon the filing of an acceptance by the Board of Trustees of the Village of Centertown, Missouri, and shall remain in full force and effect until the Company according to the terms prescribed herein and cannot be repealed or amended.

Passed and approved this _____ day of _____, 20__.

[SEAL]

Chairman of the Board of Trustees
Village of Centertown, Missouri

ATTEST:

Village Clerk

ACCEPTANCE BY UNION ELECTRIC COMPANY
OF ORDINANCE NO. 85 OF THE
VILLAGE OF CENTERTOWN, MISSOURI

TO THE CHAIRMAN, BOARD OF TRUSTEES AND VILLAGE CLERK OF THE VILLAGE
OF CENTERTOWN, MISSOURI:

UNION ELECTRIC COMPANY, for itself, its successors and assigns, hereby accepts all
of the terms and provisions of Ordinance No. 85 of the Village of Centertown, Missouri, entitled:

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING
FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY
D/B/A AMERENUE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A
NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO
CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN,
OPERATE, AND USE ITS MAINS, PIPES, MANHOLES, UNDERGROUND
VAULTS, SERVICES AND OTHER EQUIPMENT, AND APPLIANCES IN
CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE
STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER
PUBLIC PLACES IN THE VILLAGE OF CENTERTOWN AND AREAS DEDICATED
TO THE VILLAGE FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF
TRANSMITTING, DISTRIBUTING AND SELLING NATURAL AND/OR
ARTIFICIAL GAS FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN
AND THROUGH SAID VILLAGE, PRESCRIBING THE TERMS AND CONDITIONS
OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE,
ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION
THEREWITH.

which ordinance was duly passed by the Board of Aldermen and signed by the Chairman of the
Board on the 21st day of February, 2005.

Dated at St. Louis, Missouri, as of the 17th day of March, 2005.

UNION ELECTRIC COMPANY

By *RC Miller*
Vice President

ATTEST:

ST Waters
Assistant Secretary

Filed in the office of the Village Clerk of the Village of Centertown, Missouri, this 14
day of JUNE, 2005.

Dedra Lindenbusch
Village Clerk

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

I, *DEBRA LINDENBUSCH*, Village Clerk within and for the Village of

Centertown, in the County and State aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the acceptance by Union Electric Company of the terms and provisions of Ordinance No. 85 of the Village of Centertown, as filed with me on the 14 day of JUNE, 2005, and as the same appears of the record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand at my office in the Village of

Centertown, this 14 day of JUNE, 2005.

[SEAL]

Dedra Lindenbusch
Village Clerk