

MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 80

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

APPLYING TO MISSOURI SERVICE AREARIDER HPROVIDING FOR ELECTRICAL CONNECTION BETWEEN UNITS OF A SINGLE ENTERPRISE UNDER IDENTICAL OWNERSHIP AND MANAGEMENT BUT SEPARATED BY PUBLIC PROPERTY

Customers operating a single enterprise under one ownership and management where the property is intersected by public property subject to the jurisdiction of a municipality or other tax supported public agency, may arrange for the necessary crossing of such public property in order to purchase their entire electrical requirements of the separated segments of the enterprise at one point provided the Company agrees to supply all service at a single point and under one contract, under the following terms and conditions:

1. Municipality or public authority shall have granted to Company the necessary permits and easements required to cross the public property in form satisfactory to the Company.
2. None of the electricity crossing public property may be resold or distributed to tenants or others.
3. The customer will pay with the first bill for electric service after the crossing goes into service, the total cost incurred by Company in making the installation under the following specifications:
  - a. The Company will install the necessary overhead wires between terminal supports, provided by the customer and located on customer's property at either end of the crossing, or
  - b. The Company will install the necessary underground conduits or ducts across the public property so that the customer can extend them on customer property to convenient terminal facilities.
  - c. The customer shall provide, install and thereafter maintain at his own expense, all other facilities required including all cable (if the crossing is in underground conduit) and connections to the wiring at either end of the crossing, including switches, fuses, protective and other similar equipment as required for the operation and control of customer's circuits.
  - d. All work shall be done in accordance with the rules and regulations of public authorities applicable thereto, and all cable and duct work shall be in accordance with plans and specifications approved by the Company.
  - e. Company, at its option, may install the facilities under (a) or (b) above, or may sublet the work to the contractor, or authorize the customer to make or subcontract the installation.

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NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 80.1

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APPLYING TO MISSOURI SERVICE AREARIDER HPROVIDING FOR ELECTRICAL CONNECTION BETWEEN UNITS OF A SINGLE ENTERPRISE UNDER IDENTICAL OWNERSHIP AND MANAGEMENT BUT SEPARATED BY PUBLIC PROPERTY (Cont'd.)

4. The wires, conduits, ducts and incidental equipment installed by or in behalf of Company, and the cable crossing public property installed by customer, as provided under the preceding Section 3. shall be and remain permanently the property of Company and may be removed by Company at any time after the termination of this Rider. In cases in which installation, upon Company's request, has been made by customer, or customer's contractor, customer shall transfer to Company by Bill of Sale or other appropriate document, as determined by Company, title to and ownership of said installation.
5. It is customer's responsibility to determine the need for repair or maintenance of the wires, conduits, ducts and equipment installed by Company under this Rider. However, all such repair and maintenance work shall be performed by Company and Company, upon its own volition, may undertake such repairs or maintenance whenever in its judgment such work is necessary or desirable. The expense incurred by Company in repair or maintenance work shall be reimbursed to it by the customer.
6. The customer assumes responsibility for all injury to any and all persons and to any and all property, whether owned by customer or others, directly or indirectly caused by the said wires, conduits, ducts and equipment installed by either of the parties hereto under this Rider, whether due to negligence or not, and shall protect the Company against any and all claims for damages caused thereby or arising therefrom.
7. This Rider may be terminated by customer at its option upon thirty days written notice to Company.  
This Rider may be terminated forthwith by Company:
  - a. Upon violation or default by customer in complying with any of the terms of this Rider, or
  - b. Upon expiration or cancellation of the electric service agreement by the parties thereto to which this Rider is attached, or
  - c. Upon termination or cancellation of the permits or easements under which the connection covered by this Rider is installed or maintained, or
  - d. Upon order of the regulatory authority having jurisdiction.
8. On the termination of this Rider or at any time the crossing is removed, the Company will refund to the customer the actual or estimated salvage value thereof less cost of removal, if such salvage value exceeds the estimated or actual cost of removal, as determined by Company.

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