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April 7, 2000

FILED

APR 7 2000

Mr. Dale Hardy Roberts
Secretary / Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Missouri Public
Service Commission

E0-2000-630

RE: Territorial Agreement between Union Electric Company d/b/a AmerenUE and Lewis County Rural Electric Cooperative

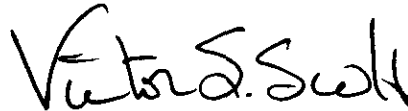
Dear Mr. Roberts:

Enclosed for filing in the above matter, on behalf of Union Electric Company, are an original and fourteen (14) copies of the *Territorial Agreement between Union Electric Company d/b/a AmerenUE and Lewis County Rural Electric Cooperative*.

Please note that RSMo. Section 394.312 requires the Commission to rule on this application within 120 days of its filing.

Kindly stamp as filed the copy of the enclosed cover letter and return to me in the envelope provided.

Very truly yours,


Victor S. Scott, Esq.

VSS:mas
Enclosures

cc: Office of Public Counsel
Service List

TRENTON OFFICE
9th AND WASHINGTON
P.O. BOX 547
TRENTON, MISSOURI 64683-0547
660-359-2244
FAX 660-359-2116

SPRINGFIELD OFFICE
1111 S. GLENSTONE
P.O. BOX 4929
SPRINGFIELD, MISSOURI 65808-4929
417-864-6401
FAX 417-864-4967

PRINCETON OFFICE
207 NORTH WASHINGTON
PRINCETON, MISSOURI 64673
660-748-2244
FAX 660-748-4405

SMITHVILLE OFFICE
119 E. MAIN STREET
P.O. BOX 654
SMITHVILLE, MISSOURI 64089
816-532-3895
FAX 816-532-3899

FILED

BEFORE THE PUBLIC SERVICE COMMISSION

APR 7 2000

OF THE STATE OF MISSOURI

Missouri Public
Service Commission

In the Matter of the Application)
of Union Electric Company d/b/a AmerenUE)
and Lewis County Rural Electric Cooperative)
for Approval of a Written Territorial Agreement)
Designating the Boundaries of each Electric)
Service Supplier within Portions of Lewis, Clark,)
Shelby, Knox, Adair, Schuyler, Scotland and)
Marion Counties in Missouri.)

Case No. E0-2000-630

JOINT APPLICATION

COMES NOW, Union Electric Company d/b/a AmerenUE ("AmerenUE") and Lewis County Rural Electric Cooperative ("Cooperative"), hereinafter referred to collectively as "Applicants," and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to RSMo. Section 394.312 (1994), for an order, within 120 days of the filing of this Application, approving Applicants' Territorial Agreement, state as follows:

1. **The Applicants** - AmerenUE is a corporation organized and existing under the laws of Missouri and has its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103. It is an electrical corporation subject to the jurisdiction of the Commission, engaged in the sale and distribution of electricity in portions of Missouri, including Lewis, Clark, Shelby, Knox, Adair, Schuyler, Scotland, and Marion Counties.

Cooperative is a corporation organized and existing under the laws of Missouri and has its principal office at Jct 6 & 16, P.O. Box 68, Lewistown, Missouri 63452-0068. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy

and service to its members within Lewis, Clark, Shelby, Knox, Adair, Schulyer, Scotland, and Marion counties in Missouri.

2. **Correspondence and Communication** - Correspondence, communications, orders and decision in regard to this Application should be directed to:

For AmerenUE

Mr. William B. Bobnar
Attorney
Union Electric Company
1901 Chouteau Avenue
P.O. Box 149 (MC 1310)
St. Louis, MO 63166-6149

314-554-3148
314-554-4014 (fax)

Mr. Ron Loesch
District Manager
Union Electric Company
P.O. Box 38
Mexico, MO 65265

For Cooperative

Mr. Victor S. Scott
Andereck, Evans, Milne, Peace
& Baumhoer
305 E. McCarty Street
P.O. Box 1436
Jefferson City, MO 65102-1436

573-634-3422
573-634-7822 (fax)

Mr. Mitchell Keel
Manager
Lewis County Rural Electric
Cooperative
Jct 6 & 16, P.O. Box 68
Lewistown, MO 63452

3. **The Territorial Agreement** - Subject to the terms and conditions of an Agreement between AmerenUE and Cooperative (hereinafter the "Territorial Agreement"), Applicants have specifically designated the boundaries of Applicants' exclusive electric service area for new structures in Lewis, Clark, Shelby, Knox, Adair, Schuyler, Scotland and Marion Counties. Applicants have attached a copy of the Territorial Agreement to this Application as Exhibit A, which is incorporated by reference into this Application and made a part hereof for all purposes.

Metes and bounds descriptions of the Applicants' exclusive service areas and maps depicting those service areas are part of Exhibit A and are incorporated by reference into this Application and made part hereof for all purposes.

The Territorial Agreement only establishes exclusive service areas for the Applicants; it does not restrict, in any way, the operation of any other electric service provider or require transfer of any facilities or customers between the Applicants.

The case-by-case addendum term in the Territorial Agreement is identical to the language approved in Case No. EO-95-400.

4. **Resolution of the Cooperative's Boards of Directors** - A certified copy of the resolution of the Board of Directors of Cooperative, authorizing the consummation of the transaction contemplated by this Joint Application, is attached hereto as Exhibit B and is incorporated herein by reference and made a part hereof for all purposes.

5. **Articles of Incorporation.** - Certified copies of AmerenUE's Restated Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-96-431). A certified copy of AmerenUE's registration of the fictitious name, AmerenUE, with the Secretary of State is also on file with the Commission (see Commission Case No. EO-99-267). Certified copies of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-99-475). Said documents are incorporated herein by reference and made a part hereof for all purposes. A certified copy of Cooperative's Articles of

Incorporation and Certificate of Incorporation from the Secretary of State are attached hereto as Exhibit C.

6. **Authority to Serve in Proposed Areas** - AmerenUE has a certificate of public convenience and necessity for the entire area it proposes to serve. Therefore, AmerenUE is not requesting any additions, deletions or changes to said certificate. The Cooperative has statutory authority in the areas it proposes to serve.

7. **Illustrative Tariffs** - While AmerenUE has a certificate of convenience and necessity for the entire area it proposes to serve, illustrative tariffs pursuant to 4 CSR 240-2.060(10)(G), are attached hereto as Exhibit D, which is made part hereof for all purposes. The illustrative tariffs include a note that reflects AmerenUE's right and obligation to serve customers *in certain land sections is limited by the terms of the Territorial Agreement.*

8. **Other Electric Suppliers** - The following is a list of other Rural Electric Cooperatives that serve in the territory covered by the Territorial Agreement:

Missouri Rural Electric Cooperative

Ralls County Electric Cooperative

Tricounty Electric Cooperative

Macon Electric Cooperative

In addition, Hannibal, Kahoca, Memphis, Palmyra, and Shelbina operate municipal electric supply systems within the area covered by the Territorial Agreement.

9. **Territorial Agreement Is in the Public Interest** - The Territorial Agreement is in the public interest because it establishes exclusive service areas for new structures for the Applicants in Lewis, Clark, Shelby, Knox, Adair, Schulyer, Scotland, and Marion counties. Presently, there is very little duplication of electric service facilities between the Applicants. The establishment of exclusive service areas will prevent future duplication of electric service facilities, guarding economic efficiencies and benefiting the public safety and aesthetics.

Because the Territorial Agreement only establishes exclusive service areas for the Applicants, it does not restrict in any way the operation of any other electric service providers. Because the Territorial Agreement does not require the transfer of any facilities or customers between the Applicants, no existing customers are impacted. Further, this Agreement will also allow future customers to know with certainty the supplier of their electric service.

10. **Other Findings and Orders Required by the Commission** - Each Applicant will still have occasion to construct, operate and maintain facilities in the electric service territory of the other as described in the Territorial Agreement. Each Applicant will continue to have service responsibilities beyond the boundaries of the Agreement, unaffected by the terms of the Agreement. Each Applicant will have the right to serve existing customers within the electric service area of the other for the indefinite future. In general, Applicants will need the authority to construct, operate and maintain facilities through the electric service area of the other. In particular, AmerenUE requires a finding of the Commission that the Territorial Agreement will not impair AmerenUE's certificates of public convenience and necessity, except as specifically limited by the Agreement.

11. **Application Fee** - The Commission's fee required by 4 CSR 240-21.010 is submitted herewith.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its Order:

(a) finding the designated electric service areas to be not detrimental to the public interest and approving the Territorial Agreement;

(b) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement, Exhibit A to the Joint Application;

(c) finding that this Agreement shall not impair AmerenUE's certificates of convenience and necessity, except as specifically limited by the Agreement; and

(d) approving Company's change to its tariffs as illustrated in Exhibit D.

UNION ELECTRIC COMPANY

By William B. Bobnar

William B. Bobnar
MBEN 38966
1901 Chouteau Avenue
P.O. Box 66149 (MC 1310)
St. Louis, MO 63166-6149
(314) 554-3148
(314) 554-4014 (fax)

ATTORNEY FOR
AMEREN SERVICES COMPANY
As Agent for
UNION ELECTRIC COMPANY
d/b/a AmerenUE

ANDERECK, EVANS, MILNE, PEACE
& BAUMHOER

By Victor S. Scott

Victor S. Scott
MBEN 42963
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Jefferson City, MO 65102-1438
(573) 634-3422

By Rob Trowbridge

Rob Trowbridge
MBEN 44637
305 E. McCarty Street
P.O. Box 1438
Jefferson City, MO 65102-1438
(573) 634-7822

ATTORNEYS FOR LEWIS COUNTY
RURAL ELECTRIC COOPERATIVE

EXHIBIT A

Territorial Agreement between Union Electric Company and Lewis County Rural Electric Cooperative

TERRITORIAL AGREEMENT

between

**UNION ELECTRIC COMPANY
d/b/a AMERENUE**

and

LEWIS COUNTY RURAL ELECTRIC COOPERATIVE

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 30 day of March, 2000, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and LEWIS COUNTY RURAL ELECTRIC COOPERATIVE, Inc. (hereinafter "Cooperative").

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including all or portions of Adair, Clark, Knox, Lewis, Marion, Schuyler, Scotland, and Shelby Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including all or portions of Adair, Clark, Knox, Lewis, Marion, Schuyler, Scotland, and Shelby Counties;
- C. The Missouri Legislature, by RSMo. Section 394.312 (1994), has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Company and Cooperative desire to promote the orderly development of the retail electric service within portions of the above referenced counties in Missouri, and to minimize disputes which may result in higher costs in serving the public; and
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer Service Equipment and offer improved level of service to their Customers.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 **Agreement** shall mean this document including any appendices or exhibits hereto.
- 1.2 **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service has been requested.
- 1.3 **Effective Date** of this Agreement shall be the effective date of the order issued by the Missouri Public Service Commission pursuant to RSMo. Section 394.312, approving this Agreement.
- 1.4 **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.
- 1.5 **Existing Structure** shall mean any structure that receives electric energy from either party, prior to or on, the Effective Date of this Agreement. "Existing Structure" shall also mean (i) any replacement of an Existing Structure, provided said structure is totally removed and replaced by a structure used for the same purpose, and (ii) any maintenance, repair, remodeling, or partial replacement of an existing structure.
- 1.6 **New Outbuilding** shall mean a garage, barn, gazebo, silo, grain bin, or similar non-residential structure that is not attached to an Existing Structure and is constructed after the Effective Date of this Agreement.
- 1.7 **New Structure** shall mean (i) any structure that did not receive electric energy from either party, prior to or on, the effective date of this Agreement and (ii) the replacement of an existing structure with a structure that does not satisfy the definition of existing structure set forth herein.
- 1.8 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus, but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.
- 1.9 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any

governmental agency, authority, or body and industry-recognized guidelines and professional standards.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

- 2.1 Pursuant to RSMo. Section 394.312, this Agreement designates the boundaries of the electric service area of Company and Cooperative. In this Agreement, Cooperative agrees not to serve New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of the Company. Likewise, Company agrees not to serve New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Cooperative. Because RSMo. 394.312 permits electric suppliers to displace competition only by a written agreement, parties that are not signatories to this Agreement are in no way affected by the terms of this Agreement, including, but not limited to, the exclusive service area boundaries set forth herein.
- 2.2 After the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly, indirectly or through a parent, affiliate, subsidiary, or other entity controlled by the party.
- 2.3 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.4 During the time period between the filing date of this Agreement with the Missouri Public Service Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party, the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COMPANY

An overview of the counties covered by this Agreement is shown in Exhibit 1A.

The Exclusive Service Area of Company, as between the parties under this Agreement, shall be all Schuyler County (Exhibit 1B) and those portions of Adair County (Exhibit 1C), Clark County (Exhibit 1D), Knox County (Exhibit 1E), Lewis County (Exhibit 1F), Marion County (Exhibit 1G), Scotland County (Exhibit 1H), and Shelby County (Exhibit 1I) as described by metes and bounds in Exhibit 2 and as illustrated by the lines shown on the above-referenced figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement, as if fully set out verbatim. In cases of conflict between maps in Exhibit 1 and the written legal descriptions by metes and bounds in Exhibit 2, the legal written descriptions shall prevail. The Company may serve within municipalities that are located in the Company's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

The Exclusive Service Area of Cooperative, as between the parties under this Agreement, shall be those portions of Adair, Clark, Knox, Lewis, Marion, Scotland, and Shelby Counties that are outside of the exclusive service area of the Company under this agreement and as illustrated by the line shown on the maps making up Exhibit 1. In cases of conflict between maps in Exhibit 1 and the written legal descriptions by metes and bounds in Exhibit 2, the legal written descriptions shall prevail. The Cooperative may serve within municipalities that are located in the Cooperative's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 5.

OTHER ELECTRIC SYSTEMS

- 5.1 The Exclusive Service Areas, as between the Cooperative and Company, defined in Articles 3 and 4, include the cities of Memphis, Kahoka, Hannibal, Palmyra and Shelbina (hereinafter individually referred to as "City"), which operate and maintain municipally-owned electric facilities. Notwithstanding all other terms of this Agreement, should City cease to operate and maintain its municipally-owned electric facilities and sell such facilities to either

Company or Cooperative, then said party may serve within the incorporated boundaries of City, as those boundaries exist on the date City enters into an agreement to sell City's facilities to said party (hereinafter the "Sale Date"), pursuant to the following terms and conditions:

In the event that City sells its facilities to either Company or Cooperative then;

- A. The purchasing party shall have the power to serve the Structures being served by City on the Sale Date.
- B. If all or part of the City is located in the non-purchasing party's Exclusive Service Area and following the receipt of all required regulatory approvals for the purchase, Company and Cooperative shall agree on an amendment to this Agreement (hereinafter "the Amendment"), to modify the Exclusive Service Areas defined in this Agreement to allow the successful purchaser to serve in the area purchased from the City as the exclusive service provider.
 - 1. If a territorial agreement between the non-purchasing party and City exists prior to the Sale Date, the Amendment shall exclude from the Exclusive Service Area of the non-purchasing party under this Agreement, the area defined as the exclusive service area of the City in the territorial agreement between the non-purchasing party and City.
 - 2. If no such territorial agreement exists on the Sale Date, the Amendment shall exclude from the Exclusive Service Area of the non-purchasing party under this Agreement, certain territory lying within the City's incorporated boundaries. The boundaries of the area to be excluded from the exclusive service area of the non-purchasing party under this Agreement shall be (i) that portion of the City's incorporated boundary as it exists on the Effective Date of this Agreement and (ii) the portion of any territory annexed by the City after the Effective Date of this Agreement which is closer to the facilities acquired by purchasing party from City than the non-purchasing party's facilities as both such facilities exist on the Sale Date.
 - 3. In the event the parties cannot agree on the boundaries defined above within

twelve (12) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in RSMo. Section 394.312.2.

- 5.2 Notwithstanding the foregoing Article 5.1, the non-purchasing party shall be entitled to serve all of the Structures it was serving prior to the purchase of the City's system by purchasing party, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.
- 5.3 Article 5.1 does not in any way limit the existing or future service territory of City or any other municipal electric supplier, including those boundaries as set out in any Territorial Agreement between City and either Company or Cooperative, and that City and any other municipal electric supplier, are and shall be, free to serve anywhere they may legally choose without regard to this Territorial Agreement. Nothing herein (i) prohibits City or any other municipal electric supplier from serving any load or area they may otherwise legally serve now or in the future or (ii) affects the rights of City, Company, Cooperative, or any other municipal electric supplier under § 386.800 RSMo. 1994.
- 5.4 The Exclusive Service Area of the Company, as defined in Article 4, includes Electric Power Providers. Notwithstanding this Agreement, should any Electric Power Provider cease to operate and maintain its electric facilities and sell such facilities, merge, or otherwise transfer the service and facilities to the Cooperative, or the Cooperative's surviving entity, Cooperative and/or its surviving entity shall have the power to serve the structures which are receiving permanent service, as that term is defined in RSMo. § 394.315, from said Electric Power Provider and/or the Cooperative, as of the date Cooperative and Electric Power Provider close and consummate the sale and/or merger (hereinafter "Reorganization Date"). Following the purchase, merger or other acquisition of any other Electric Power Provider's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall within twelve (12) months after the Reorganization Date, submit an amendment to this Agreement ("the Amendment") to the Missouri Public Service Commission, modifying this agreement as follows:
- A. For all counties covered by this agreement, the parties shall determine if a territorial agreement between Company and the Electric Power Provider exists

prior to the Reorganization Date. If a territorial agreement does exist, then the Amendment shall exclude from the Exclusive Service Area of the Company under this Agreement, the exclusive service area of the Electric Power Provider as defined in the territorial agreement between the Company and the Electric Power Provider.

- B. *If no territorial agreement exists between Company and the Electric Power Provider as of the Reorganization Date, Company and Cooperative shall submit an Amendment which removes all U.S. Survey sections, and those U.S. Survey sections adjacent to those U.S. Survey sections, where the Electric Power Provider had Customer Service Equipment and customers/members from the Exclusive Service Area of Company as defined in this Agreement; and either party may serve any New Structure in this removed area as if no territorial agreement exists; provided, however, that no U.S. Survey section, or part of any U.S. Survey section within the municipal limits of any municipality whose population is in excess of 1500, or the statutory limit as set out in RSMo. Chapter 394, will be deleted from the Company's Exclusive Service Area.*

Nothing in this section prohibits the parties in the Amendment from establishing new exclusive service areas in the affected service area, in lieu of the above procedures.

ARTICLE 6.

LOCATION OF A STRUCTURE

- 6.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.
- 6.2 The first owner of a New Structure, who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described in Articles 3 and 4, defining the Exclusive Service Areas of the parties, shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that party's Exclusive Service Area. Thereafter, that party shall exclusively serve that Structure.
- 6.3 Either party, if requested by an existing customer who is located in the Exclusive Service

Area of the other party, may provide its customer with additional facilities and/or electric service to New Outbuildings, so long as the New Outbuildings are located on the Consumer's contiguous tracts of land. This section shall apply to the original customer's successors who continue to reside at or operate the premises. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. These customers shall receive their additional electric service from the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 8.

ARTICLE 7.

RIGHT TO CONSTRUCT FACILITIES

This Agreement shall in no way affect either party's right to construct such electric distribution and transmission facilities within the designated Exclusive Service Area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

ARTICLE 8.

CASE-BY-CASE EXCEPTION PROCEDURE

- 8.1 The parties may agree on a case-by-case basis, by an Addendum hereto, to allow a Structure to receive service from one party, though the Structure is located in the Exclusive Service Area of the other party.
- 8.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of the Public Counsel. There will be no filing fee for these addenda.
- 8.3 Each Addendum shall consist of a notarized statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 8.4 Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided, and that the Addendum represents an exception to the territorial

boundaries approved by the Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

- 8.5 If the Commission Staff or Office of the Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of the Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 8.6 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement, until the effective date of an Order of the Commission or a court regarding the removal of same.

ARTICLE 9.

TERM AND CONDITIONS OF PERFORMANCE

- 9.1 **Effective Date.** The Effective Date of this Agreement shall be the date the order issued by the Missouri Public Service Commission pursuant to Section 394.312, RSMo., approving this Agreement becomes effective
- 9.2 **Term of Agreement.** The term of this Agreement shall be perpetual, unless terminated by the parties in accordance with Article 10, Termination.
- 9.3 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than December 31, 2000, unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:
- A. all required approvals of both Company's and Cooperative's Board of Directors;
 - B. approval of this Territorial Agreement by the Commission;
 - C. approval by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required; and

D. approval by the Securities and Exchange Commission to the extent of its jurisdiction, if required.

9.4 This Agreement shall be submitted the Board of Directors of both Company and Cooperative for approval. Once approved, each party's board of directors, each board member and officer of Company and Cooperative agree to support the approval of this Agreement as being in the public interest. To this end, each party will cooperate in presenting a joint application showing that the Territorial Agreement is in the public interest. Further, no board member or officer of Company or Cooperative shall support any effort undertaken by others to oppose this Agreement.

9.5 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a joint application showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking of administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

ARTICLE 10.

TERMINATION

10.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.

10.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice, signed by both Company and Cooperative, of their decision to terminate this Agreement.

10.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein, each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE 11.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement, shall be sufficient in all respect if given, in writing, and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Cooperative:

LEWIS COUNTY RURAL ELECTRIC COOPERATIVE
Attention: Mitchell Keel
Manager
Jct 6 & 16, P.O. 68
Lewistown, Missouri 63452
Phone: 573-215-4000
Facsimile: 573-215-4004

If to Company:

UNION ELECTRIC COMPANY
Attention: William J. Carr
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63103
Phone: 314-554-3990
Facsimile: 314-554-6454

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 12.

MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission. Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment

and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

- 12.2 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.
- 12.3 **Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose, unless specifically set forth, in writing, and signed by both parties and approved by the Commission.
- 12.4 **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 12.5 **Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010, shall be split between the parties. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.
- 12.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 12.7 **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement, or the same obligation on any other occasion.
- 12.8 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 12.9 **Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement. The

principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

- 12.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 12.11 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.
- 12.12 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either party's right to offer other products and services, including, but not limited to, gas service and satellite television service, to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit in any way a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other, as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.
- 12.13 **Entire Agreement.** This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement, or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

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LEWIS COUNTY RURAL ELECTRIC COOPERATIVE

By: Mitchell L. Keel

Name: Mitchell L. Keel

Title: General Manager

Attest:

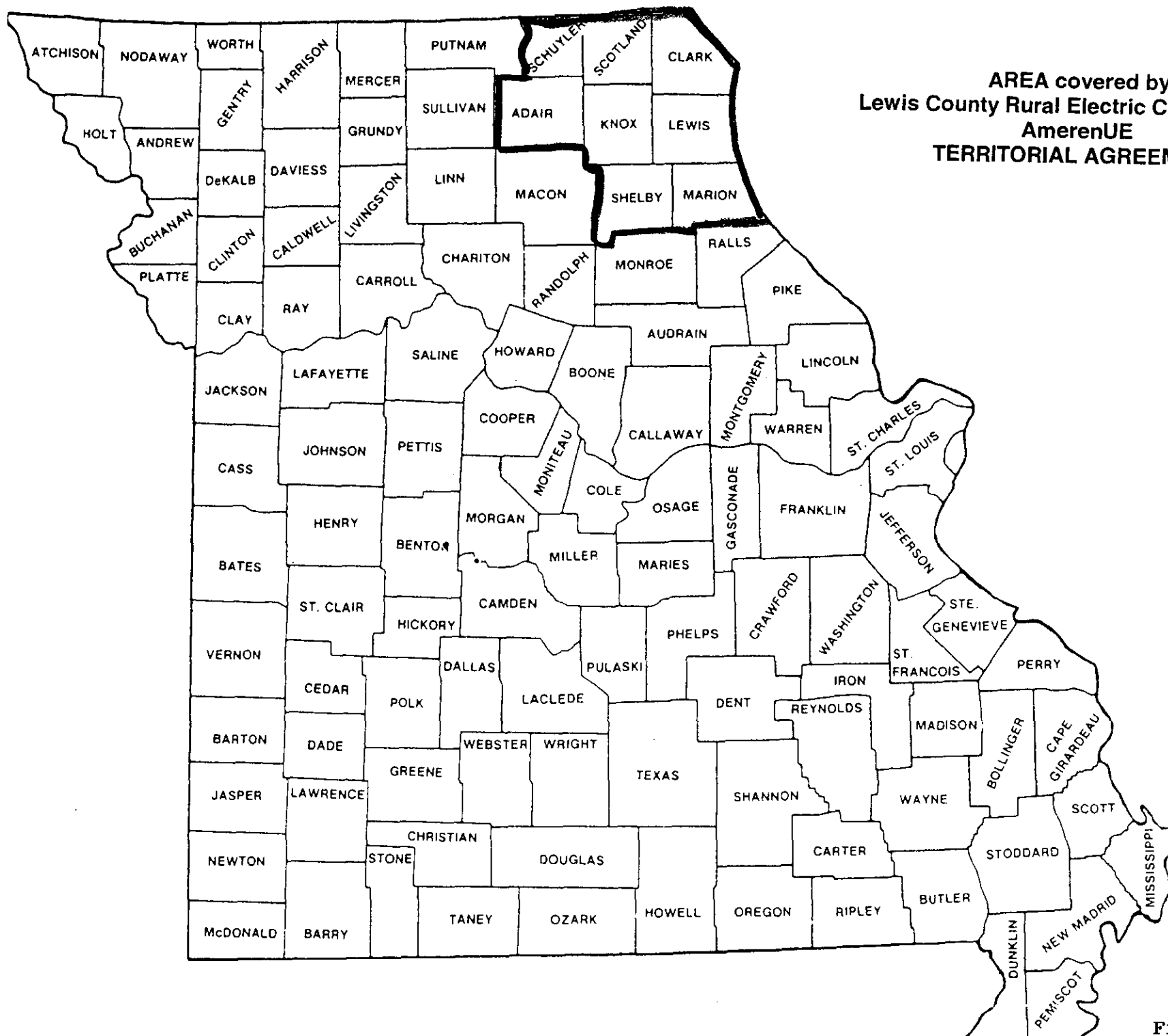
By: Debra Kuhne
Debra Kuhne

Title: Office Manager

Exhibit 1

Figures Depicting the Exclusive Service Territories of Union Electric Company and Lewis County Rural Electric Cooperative

<u>County</u>	<u>Figure Number</u>
Overview	Figure 1A
Schuyler	Figure 1B
Adair	Figure 1C
Clark	Figure 1D
Knox	Figure 1E
Lewis	Figure 1F
Marion	Figure 1G
Scotland	Figure 1H
Shelby	Figure 1I



**AREA covered by
Lewis County Rural Electric Cooperative &
AmerenUE
TERRITORIAL AGREEMENT**

Figure 1A

Exhibit 2

**Metes and Bounds Description of the
Exclusive Service Territory of
Union Electric Company**

SCHUYLER-AM-UE

AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY – SCHUYLER COUNTY, MISSOURI

BEGINNING AT THE SOUTHEAST CORNER OF SECTION SIXTEEN, TOWNSHIP SIXTY-FOUR, RANGE THIRTEEN, WEST; THENCE, NORTH WITH THE SUBDIVISIONAL LINES TO THE NORTHERN BOUNDARY LINE OF THIS STATE; THENCE, WEST ALONG THE STATE LINE TO THE MIDDLE OF THE MAIN CHANNEL OF THE CHARITON RIVER; THENCE, DOWN THE SAID RIVER, IN THE MIDDLE OF THE MAIN CHANNEL THEREOF, TO A POINT WHERE IT INTERSECTS THE SUBDIVISIONAL LINE CROSSING AND DIVIDING INTO EQUAL PARTS TOWNSHIP SIXTY-FOUR OF RANGE SIXTEEN, WEST; THENCE, EAST WITH THE SUBDIVISIONAL LINES TO THE PLACE OF BEGINNING.

AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY - ADAIR COUNTY, MISSOURI

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 64 NORTH, RANGE 13 WEST, SAID POINT ALSO BEING ON THE ADAIR/SCOTLAND COUNTY LINE; THENCE SOUTH ALONG SAID ADAIR/SCOTLAND COUNTY LINE, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 64 NORTH, RANGE 13 WEST; THENCE WEST, LEAVING SAID ADAIR/SCOTLAND COUNTY LINE, ALONG THE SOUTH LINE OF SECTIONS 33 AND 32, TOWNSHIP 64 NORTH, RANGE 13 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 63 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, 18, 19, AND 30, TOWNSHIP 63 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 63 NORTH, RANGE 13 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 32, TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 7, 18 & 19, TOWNSHIP 62 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID

POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 20 & 21, TOWNSHIP 62 NORTH, RANGE 13 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 21 & 28, TOWNSHIP 62 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 28, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 28; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 29, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, TO THE

SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF SECTION 5, TOWNSHIP 61 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 5 & 8, TOWNSHIP 61 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 8, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 17, TOWNSHIP 61 NORTH, RANGE 13 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 17, TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 17, 20, 29 & 32, TOWNSHIP 61 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE ADAIR/MACON COUNTY LINE; THENCE WEST ALONG SAID ADAIR/MACON COUNTY LINE, A DISTANCE OF 25.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE ADAIR/LINN COUNTY LINE; THENCE CONTINUING WEST, LEAVING SAID ADAIR/MACON COUNTY LINE, ALONG SAID ADAIR/LINN COUNTY LINE, A DISTANCE OF 0.5 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 61 NORTH, RANGE 17 WEST, SAID POINT ALSO BEING ON THE ADAIR/SULLIVAN COUNTY LINE; THENCE NORTH, LEAVING SAID ADAIR/LINN COUNTY LINE, ALONG SAID ADAIR/SULLIVAN COUNTY LINE, A DISTANCE OF 21 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 64 NORTH, RANGE 17 WEST, SAID POINT ALSO BEING ON THE ADAIR/PUTNAM COUNTY LINE; THENCE EAST, LEAVING SAID ADAIR/SULLIVAN COUNTY LINE, ALONG SAID ADAIR/PUTNAM COUNTY LINE, A DISTANCE OF 9.25 MILES, MORE OR LESS, TO A POINT OF

INTERSECTION WITH THE ADAIR/SCHUYLER COUNTY LINE; THENCE CONTINUING WEST, LEAVING SAID ADAIR/PUTNAM COUNTY LINE, ALONG SAID ADAIR/SCHUYLER COUNTY LINE, A DISTANCE OF 17.75 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 64 NORTH, RANGE 13 WEST AND THE POINT OF BEGINNING, ALL BEING LOCATED IN ADAIR COUNTY, MISSOURI.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY - CLARK COUNTY, MISSOURI

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 4, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 3, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 11 & 12, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 12, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 12, 11 & 10, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 16, 21 & 28, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 27 & 26, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID

SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID ATCHISON, TOPEKA & SANTA FE RAILWAY, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 32, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID ATCHISON, TOPEKA & SANTA FE RAILWAY, ALONG THE EAST LINE OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 64 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 5; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 5 & 8, TOWNSHIP 64 NORTH, RANGE 9 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 8; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 8 & 7, TOWNSHIP 64 NORTH, RANGE 9 WEST, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 7 & 6, TOWNSHIP 64 NORTH, RANGE 9 WEST, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 31, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 31 & 30, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 30 & 29, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF THE

SOUTH HALF OF SAID SECTION 29, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 28, TOWNSHIP 65 NORTH, RANGE 9 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 28, 21, 16, 9 & 4, TOWNSHIP 65 NORTH, RANGE 9 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 4 AND POINT OF BEGINNING, ALL BEING LOCATED IN CLARK COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 66 NORTH, RANGE 7 WEST, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, TO THE SOUTHEAST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 66 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 27, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 27; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 27, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 27 & 34, TOWNSHIP 66 NORTH, RANGE 7 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 35, TOWNSHIP 66 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 35; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 2, TOWNSHIP 65 NORTH, RANGE 7 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF

SAID SECTION 2, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 2, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 65 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 12, TOWNSHIP 65 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 12, TO THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 7 & 8, TOWNSHIP 65 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 5, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 5, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 32, TOWNSHIP 66 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 32, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE DES MOINES RIVER; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF THE DES MOINES RIVER, A DISTANCE OF 2

MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 4, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF THE DES MOINES RIVER, ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SECTION 9, TOWNSHIP 65 NORTH, RANGE 6 WEST, THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 9 & 16, TOWNSHIP 65 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 17, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 17, 20 & 29, TOWNSHIP 65 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 28; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 28 AND 33, TOWNSHIP 65 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 32, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE

NORTH HALF OF SAID SECTION 32; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 65 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 30, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 30; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 30, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 30, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 30; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30, TO THE NORTHWEST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 65 NORTH, RANGE 7 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 24 & 13, TOWNSHIP 65 NORTH, RANGE 7 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 13, TO THE NORTHWEST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 65 NORTH, RANGE 7 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 11, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF HIGHWAY ROUTE C; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF

SAID HIGHWAY ROUTE C, A DISTANCE OF 4 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 28, TOWNSHIP 66 NORTH, RANGE 7 WEST; THENCE NORTH, LEAVING SAID CENTERLINE OF HIGHWAY ROUTE C, ALONG THE WEST LINE OF SAID SECTION 28, TO THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 66 NORTH, RANGE 7 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 20, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 20; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 20, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 20; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 20 & 21, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 21 AND POINT OF BEGINNING, ALL BEING LOCATED IN CLARK COUNTY, MISSOURI.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 64 NORTH, RANGE 5 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 8 & 5, TOWNSHIP 64 NORTH, RANGE 5 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 65 NORTH, RANGE 5 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE DES MOINES RIVER; THENCE EASTERLY ALONG AND WITH THE MEANDERINGS OF THE CENTERLINE OF SAID DES MOINES RIVER, A DISTANCE OF 4 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSISSIPPI RIVER; THENCE SOUTHWESTERLY, LEAVING THE CENTERLINE OF SAID DES MOINES RIVER, ALONG THE CENTERLINE OF SAID MISSISSIPPI RIVER, A DISTANCE OF 3 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 8, TOWNSHIP 64 NORTH, RANGE 5 WEST; THENCE WEST, LEAVING THE CENTERLINE OF SAID MISSISSIPPI RIVER, ALONG THE SOUTH LINE OF SAID SECTION 8, TO THE SOUTHWEST CORNER OF SAID SECTION 8 AND POINT OF BEGINNING, ALL BEING LOCATED IN CLARK COUNTY, MISSOURI.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY - KNOX COUNTY, MISSOURI

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 13, 24 & 25, TOWNSHIP 62 NORTH, RANGE 13 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 25, TO THE SOUTHWEST CORNER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 35, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 35 & 26, TOWNSHIP 62 NORTH, RANGE 13 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION

27, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 62 NORTH, RANGE 13 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID ATCHISON, TOPEKA, AND SANTA FE RAILWAY, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 13, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 13 AND POINT OF BEGINNING, ALL BEING LOCATED IN KNOX COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 63 NORTH, RANGE 11 WEST, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 7, 18 & 19, TOWNSHIP 63 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 19; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTIONS 19 & 30, TOWNSHIP 63 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 30, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 30, SAID POINT ALSO BEING THE

SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 63 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 25 & 26, TOWNSHIP 63 NORTH, RANGE 12 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 26 & 23, TOWNSHIP 63 NORTH, RANGE 12 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 23; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 23, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 23; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 23 & 14, TOWNSHIP 63 NORTH, RANGE 12 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 14; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 14 & 13, TOWNSHIP 63 NORTH, RANGE 12 WEST, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 13 & 12, TOWNSHIP 63 NORTH, RANGE 12 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST

QUARTER OF SECTION 7, TOWNSHIP 63 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 AND POINT OF BEGINNING, ALL BEING LOCATED IN KNOX COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 13, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 62 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 7 & 18, TOWNSHIP 62 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 18; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 18 & 17, TOWNSHIP 62 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 17; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST

HALF OF SECTIONS 17 & 20, TOWNSHIP 62 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 20 & 19, TOWNSHIP 62 NORTH, RANGE 11 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 19 & 30, TOWNSHIP 62 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 30, TO THE SOUTHWEST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 25, 26 & 27, TOWNSHIP 62 NORTH, RANGE 12 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 28, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28, TO THE SOUTHEAST CORNER OF THE NORTHWEST

QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 28, TO THE NORTHEAST CORNER OF SAID SECTION 28, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 22 AND 23, TOWNSHIP 62 NORTH, RANGE 12 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 23, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 24, TOWNSHIP 62 NORTH, RANGE 12 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 24 & 13, TOWNSHIP 62 NORTH, RANGE 12 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 13 AND POINT OF BEGINNING, ALL BEING LOCATED IN KNOX COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 62 NORTH, RANGE 10 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 21 & 22, TOWNSHIP 62 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 22 & 27, TOWNSHIP 62 NORTH, RANGE 10 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST

LINE OF THE WEST HALF OF SAID SECTION 27; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 27 & 34, TOWNSHIP 62 NORTH, RANGE 10 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 34; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 34 & 33, TOWNSHIP 62 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28 & 21, TOWNSHIP 62 NORTH, RANGE 10 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21 AND POINT OF BEGINNING, ALL BEING LOCATED IN KNOX COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 61 NORTH, RANGE 10 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 1; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 1; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 1, TO THE NORTHEAST CORNER OF SAID SECTION 1 AND POINT OF BEGINNING , ALL BEING LOCATED IN KNOX COUNTY, MISSOURI.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY – LEWIS COUNTY, MISSOURI

BEGINNING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 61 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 4, 9 & 16, TOWNSHIP 61 NORTH, RANGE 9 WEST, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 9, TOWNSHIP 61 NORTH, RANGE 9 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 9 & 8, TOWNSHIP 61 NORTH, RANGE 9 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 8 & 5, TOWNSHIP 61 NORTH, RANGE 9 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 6, TOWNSHIP 61 NORTH, RANGE 9 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 6, TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 6 & 5, TOWNSHIP 61 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE

SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 62 NORTH, RANGE 9 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 32 & 33, TOWNSHIP 62 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 4, TOWNSHIP 61 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 4, TO THE NORTHEAST CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING, ALL BEING LOCATED IN LEWIS COUNTY, MISSOURI..

ALSO, BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 8 & 17, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI HIGHWAY 6; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID MISSOURI HIGHWAY 6, A DISTANCE OF 0.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID MISSOURI HIGHWAY 6, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 16 & 15, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 15 & 22, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, TO THE NORTHEAST

CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 62 NORTH, RANGE 8 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 36, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36, TO THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 61 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36 & 35, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID

SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 35, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 35 & 26, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 27, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 21, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 20, TOWNSHIP 61 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 20 & 19, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 19; THENCE

NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 19, 18 & 7, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 7 & 8, TOWNSHIP 61 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 8, AND POINT OF BEGINNING, ALL BEING LOCATED IN LEWIS COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 62 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 26 & 25, TOWNSHIP 62 NORTH, RANGE 6 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSISSIPPI RIVER; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID MISSISSIPPI RIVER, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SECTION 1, TOWNSHIP 61 NORTH, RANGE 6 WEST; THENCE WEST, LEAVING THE CENTERLINE OF SAID MISSISSIPPI RIVER, ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 1, 2 & 3, TOWNSHIP 61 NORTH, RANGE 6 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 34, TOWNSHIP 62 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 34 & 27, TOWNSHIP 62 NORTH, RANGE 6 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI HIGHWAY 16; THENCE EASTERLY ALONG THE CENTERLINE OF SAID MISSOURI HIGHWAY 16, A DISTANCE OF 0.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE NORTH, LEAVING THE CENTERLINE OF SAID MISSOURI HIGHWAY 16, ALONG THE CENTERLINE OF U.S. HIGHWAY 61, A DISTANCE OF 1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 27, TOWNSHIP 62 NORTH, RANGE 6 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE NORTH LINE OF SAID SECTION 27, TO THE NORTHEAST CORNER OF SAID SECTION 27, SAID POINT

ALSO BEING THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 62 NORTH, RANGE 6 WEST, AND POINT OF BEGINNING, ALL BEING LOCATED IN LEWIS COUNTY, MISSOURI..

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 61 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WYACONDA RIVER; THENCE EASTERLY ALONG AND WITH THE MEANDERINGS OF THE CENTERLINE OF SAID WYACONDA RIVER, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSISSIPPI RIVER; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID WYACONDA RIVER, ALONG THE CENTERLINE OF SAID MISSISSIPPI RIVER, A DISTANCE OF 3 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 5, TOWNSHIP 60 NORTH, RANGE 5 WEST; THENCE WEST, LEAVING THE CENTERLINE OF SAID MISSISSIPPI RIVER, ALONG THE SOUTH LINE OF SECTIONS 5 & 6, TOWNSHIP 60 NORTH, RANGE 5 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 6, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 1, TOWNSHIP 60 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 1 & 2, TOWNSHIP 60 NORTH, RANGE 6 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY 61, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 61 NORTH, RANGE 6 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 26, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 61 NORTH, RANGE 6 WEST, AND POINT OF BEGINNING, ALL BEING LOCATED IN LEWIS COUNTY, MISSOURI).

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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MARION-AM-UE

AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY - MARION COUNTY, MISSOURI

BEGINNING AT A POINT ON THE MARION/SHELBY COUNTY LINE, SAID POINT ALSO BEING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 8 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TOWNSHIP 58 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TOWNSHIP 58 NORTH, RANGE 7 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TOWNSHIP 58 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSISSIPPI RIVER; THENCE IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID MISSISSIPPI RIVER, A DISTANCE OF 13 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 35, TOWNSHIP 57 NORTH, RANGE 4 WEST, SAID POINT ALSO BEING ON THE MARION/RALLS COUNTY LINE; THENCE WEST, LEAVING THE CENTERLINE OF SAID MISSISSIPPI RIVER, ALONG SAID MARION/RALLS COUNTY LINE, A DISTANCE OF 22 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 57 NORTH, RANGE 7 WEST; THENCE SOUTH CONTINUING ALONG SAID MARION/RALLS COUNTY LINE, A DISTANCE OF 2 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 56 NORTH, RANGE 7 WEST, SAID POINT ALSO BEING ON THE MARION/MONROE COUNTY LINE; THENCE WEST, LEAVING SAID MARION/RALLS COUNTY LINE, ALONG SAID MARION/MONROE COUNTY LINE, A DISTANCE OF 7 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 56 NORTH, RANGE 8 WEST, SAID POINT ALSO

BEING AT A POINT ON THE MARION/SHELBY COUNTY LINE; THENCE NORTH, LEAVING SAID MARION/MONROE COUNTY LINE, ALONG SAID MARION/SHELBY COUNTY LINE, A DISTANCE OF 12 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 8 WEST, AND POINT OF BEGINNING, ALL BEING LOCATED IN MARION COUNTY, MISSOURI.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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SCOTLAND-AM-UE

AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY - SCOTLAND COUNTY, MISSOURI

BEGINNING AT A POINT ON THE MISSOURI/IOWA STATE LINE, SAID POINT ALSO BEING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 67 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 24, 25, & 36, TOWNSHIP 67 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 66 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, 25 & 36, TOWNSHIP 66 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 65 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12 & 13, TOWNSHIP 65 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 65 NORTH, RANGE 10 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 19, 20 & 21, TOWNSHIP 65 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 21, 28 & 33, TOWNSHIP 65 NORTH, RANGE 10 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 64 NORTH, RANGE 10 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 4, 9, 16, 21, 28 & 33, TOWNSHIP 64 NORTH, RANGE 10 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 33, TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 32, TOWNSHIP 64 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE

OF THE NORTH HALF OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 32; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 32 & 31, TOWNSHIP 64 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 31; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 31 & 30, TOWNSHIP 64 NORTH, RANGE 10 WEST, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 30, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 30, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 29, TOWNSHIP 64 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 29 & 20, TOWNSHIP 64 NORTH, RANGE 10 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 64 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 18 & 7, TOWNSHIP 64 NORTH, RANGE 10 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 64 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 1 & 2, TOWNSHIP 64 NORTH, RANGE 11 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE

NORTHEAST CORNER OF SECTION 10, TOWNSHIP 64 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 10 & 15, TOWNSHIP 64 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 15, 16, 17 & 18, TOWNSHIP 64 NORTH, RANGE 11 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 64 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 13, 14 & 15, TOWNSHIP 64 NORTH, RANGE 12 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 64 NORTH, RANGE 12 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, TO THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 21 & 20, TOWNSHIP 64 NORTH, RANGE 12 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 64 NORTH, RANGE 12 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 30, TO THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 30, TO THE SOUTHWEST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 64 NORTH, RANGE 13 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 25, 26 & 27, TOWNSHIP 64 NORTH, RANGE 13 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 27, SAID POINT ALSO BEING AT A POINT OF INTERSECTION WITH THE SCOTLAND/ADAIR COUNTY LINE; THENCE NORTH ALONG SAID SCOTLAND/ADAIR COUNTY LINE, A DISTANCE OF 2 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SCOTLAND/SCHUYLER COUNTY LINE; THENCE NORTH, LEAVING SAID SCOTLAND/ADAIR COUNTY LINE, ALONG SAID SCOTLAND/SCHUYLER COUNTY LINE, A DISTANCE OF 17.25 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE MISSOURI/IOWA STATE LINE; THENCE EAST, LEAVING SAID SCOTLAND/SCHUYLER COUNTY LINE, ALONG SAID MISSOURI/IOWA STATE LINE, A DISTANCE

OF 15.5 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 67 NORTH, RANGE 11 WEST, AND POINT OF BEGINNING, ALL BEING LOCATED IN SCOTLAND COUNTY, MISSOURI.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 64 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 35, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 35 AND SECTION 26, TOWNSHIP 64 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26, TO THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 64 NORTH, RANGE 11 WEST, AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

.....

SHELBY-AM-UE

AmerenUE / LEWIS COUNTY COOP TERRITORY AGREEMENT

AmerenUE TERRITORY – SHELBY COUNTY, MISSOURI

BEGINNING AT A POINT ON THE SHELBY/MACON COUNTY LINE, SAID POINT ALSO BEING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 59 NORTH, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 7, 8, 9, 10 & 11, TOWNSHIP 59 NORTH, RANGE 12 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11 & 14, TOWNSHIP 59 NORTH, RANGE 12 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 59 NORTH, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24, TO THE NORTHEAST CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 59 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 19, 20, 21, 22, 23 & 24, TOWNSHIP 59 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 24, 25 & 36, TOWNSHIP 59 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 58 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1 & 12, TOWNSHIP 58 NORTH, RANGE 11 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 10 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TOWNSHIP 58 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 58 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 18, 17, 16, 15, 14 & 13, TOWNSHIP 58 NORTH, RANGE 9 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING ON THE SHELBY/MARION COUNTY LINE; THENCE SOUTH ALONG SAID SHELBY/MARION COUNTY LINE, A DISTANCE OF 12 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 56 NORTH, RANGE 9 WEST, SAID POINT ALSO

BEING AT A POINT OF INTERSECTION WITH THE SHELBY/MONROE COUNTY LINE; THENCE WEST, LEAVING SAID SHELBY/MARION COUNTY LINE, ALONG SAID SHELBY/MONROE COUNTY LINE, A DISTANCE OF 18 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 56 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG SAID SHELBY/MONROE COUNTY LINE, A DISTANCE OF 4 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 56 NORTH, RANGE 12 WEST; THENCE WEST ALONG SAID SHELBY/MONROE COUNTY LINE, A DISTANCE OF 6 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 12 WEST, SAID POINT ALSO BEING AT A POINT OF INTERSECTION WITH THE SHELBY/MACON COUNTY LINE; THENCE NORTH, LEAVING SAID SHELBY/MONROE COUNTY LINE, ALONG SAID SHELBY/MACON COUNTY LINE, A DISTANCE OF 23 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 59 NORTH, RANGE 12 WEST, AND POINT OF BEGINNING, ALL BEING LOCATED IN SHELBY COUNTY, MISSOURI.

NOTE:

WHEREVER IN THE FOREGOING DESCRIPTION A CORNER IS STATED TO BE THE SAME AS AND/OR TO COINCIDE WITH ANOTHER CORNER, AND WHEN IN FACT, SUCH CORNERS ARE NOT THE SAME AND/OR DO NOT COINCIDE WITH ONE ANOTHER, THEY SHALL BE TREATED AS IF THEY ARE THE SAME AND DO COINCIDE.

.....

EXHIBIT B

Lewis County Rural Electric Cooperative Board of Directors Resolution



Lewis County Rural Electric Cooperative Association

P.O. Box 68
Lewistown, MO 63452

I, Larry Clark, hereby certify that: I am the secretary of Lewis County Rural Electric Cooperative (hereinafter called the "Cooperative"), the following is a true and correct copy of a resolution duly adopted by the board of directors of the Cooperative at the regular meeting held January 25, 2000, and was entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative, and said resolution has not been rescinded or modified.

RESOLVED: that the proposed Territorial Agreement and Customer Exchange between Lewis County Rural Electric Cooperative, and Union Electric Company, d/b/a AmerenUE substantially in the form submitted to this meeting be and is hereby approved; and that the President and Secretary and/or the General Manager and staff are authorized to execute said Territorial Agreement and the Sale of Facilities and Customer Exchange Agreement; and

BE IT FURTHER RESOLVED, that the Officers, General Manager, Staff, General Counsel, and the law firm of Andereck, Evans, Milne, Peace and Johnson, are hereby authorized to take such action and execute such documents as are in their judgment necessary or appropriate to carry out the intent of this resolution including but not limited to filing applications with the Missouri Public Service Commission for approval of the proposed Territorial Agreement and Sale of Facilities and Customer Exchange Agreement.

BE IT FURTHER RESOLVED, that the President, General Manager, General Counsel and the law firm of Andereck, Evans, Milne, Peace and Johnson are authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include making such changes to the Territorial Agreement and to the Sale of Facilities and Customer Exchange Agreement as may be needed prior to filing the applications for the approval and so as to comply with any Order issued by the Public Service Commission.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Cooperative this 25th day of January, 2000.


Secretary

(seal)

EXHIBIT C

Lewis County Rural Electric Cooperative Articles of Incorporation and Certificate of Incorporation

ARTICLES OF ASSOCIATION

OF

LEWIS COUNTY RURAL ELECTRIC CO-OPERATIVE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, for the purpose of forming a cooperative association under and pursuant to the provisions of Article 29, Chapter 87, of the Revised Statutes of Missouri, 1929, and amendments thereto, do hereby associate ourselves as a cooperative association and do adopt the following Articles of Incorporation:

First. The name of this Association shall be

Lewis County Rural Electric Co-operative Association

Second. The names and places of residence of the incorporators of this Association are:

<u>Name</u>	<u>Residence</u>
H.W.Hammond	Canton, Missouri
Amos Slagel	LaBelle, Missouri
R.N.Ford	Williamstown, Missouri
Port P. Hall	LaBelle, Missouri
B.L.Anderson	Monticello, Missouri
W.W.Lutz	Durham, Missouri
James Scrimsher	Lewistown, Missouri
Harry M. Ward	Monticello, Missouri
J.S.Quinn	LaGrange, Missouri
A.H.Holbert	Ewing, Missouri
E.M.Brightwell	LaBelle, Missouri
C.E.Fee	Monticello, Missouri

Third. The conduct of the business of this Association shall be upon the cooperative plan and the purposes for which it is formed are:

(1) To generate, manufacture, purchase, acquire and accumulate electric energy for its stockholders and to

transmit, distribute, furnish, sell and dispose of such electric energy to its stockholders; and to construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and transmission and distribution lines and systems necessary, convenient or useful for carrying out and accomplishing any of the foregoing purposes;

(2) To assist its stockholders by wiring or causing to be wired their premises and installing and causing to be installed therein electric and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character and, in connection therewith and for such purposes, to enter into and carry out all agreements necessary and advisable in connection therewith, and to purchase, acquire, lease, sell, distribute, install and repair electric and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character and to receive, acquire, endorse, guarantee, pledge, hypothecate, transfer and otherwise dispose of notes and other evidences of indebtedness and all security therefor; in the County of Lewis

(3) To purchase, receive, lease as lessee, or in any manner acquire, own, hold, maintain, use, sell, convey, lease as lessor, exchange, pledge, mortgage, or in any manner dispose of any and all real and personal property or any interest necessary, useful or appropriate to enable this Association to accomplish any or all of its purposes;

(4) To acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge,

hypothecate and in any manner dispose of franchises, rights, privileges, licenses, rights of way and easements necessary, useful or appropriate to accomplish any or all of the purposes of this Association;

(5) To borrow money and otherwise contract indebtedness, and to give any form of obligation or security therefor and without limiting the generality of the foregoing to issue notes, bills of exchange, bonds, debentures and other evidences of indebtedness and to secure any of its obligations by mortgage, pledge or deed of trust of any or all of its property, assets, franchises and income;

(6) To extend credit in connection with the sale of property or merchandise, and take any form of obligation or security therefor, and to make any contract, endorsement or guaranty deemed desirable incident to the transfer or pledge of any such obligation or security;

(7) To do and perform, either for itself or its stockholders any and all acts and things and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes; and to exercise any of its powers anywhere.

Fourth. The principal place of business of this Association shall be located at Monticello in the County of Lewis State of Missouri.

Fifth. The amount of the authorized capital stock of this Association shall be Five Thousand dollars (\$5000.00, divided into One Thousand (1000) shares of the par value of Five dollars (\$5.00) each. The capital with which the Association will begin business is Five Hundred dollars (\$500.00). The shares of authorized capital stock may be issued from time to time and shall be paid for at such times and in such manner as the by-laws of this Association shall determine.

Sixth. The duration of this Association shall be perpetual.

Seventh. Upon dissolution or liquidation, the assets of this Association shall be applied first, to pay liquidation expenses, next, to pay obligations of this Association other than dividends based upon capital stock or dividends based upon purchases by patrons of the Association; and the remainder of such assets shall be distributed in the following priority:

- (1) To pay any deferred dividends upon capital stock.
- (2) To pay any deferred dividends upon purchases by patrons.
- (3) Any remaining assets shall be distributed among the stockholders at the date of the dissolution or liquidation in proportion to their deferred dividends on purchases from the Association.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 27 day of June, 1936.

N. W. Hammond
Amos Slagel
R. H. Ford
Port P. Hall
R. H. Anderson
W. W. Lutz
James H. Emmerich
Harry M. Ward
J. L. Linsen
A. H. Bolbit
E. M. Bightwell
C. E. Eber

STATE OF MISSOURI }
County of Lewis } SS

On this 27th day of June, 1936 before

me personally appeared H.W.Hammond, Amos Slagel, R.N.Ford,
Port P. Hall, B.L.Anderson and W.W.Lutz

to me known to be five of the subscribers to the foregoing Articles
of Incorporation, and who acknowledged that they executed the same
as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year last above mentioned.

Att. P. Shanks
Notary Public

(seal)

My commission expires February 20, 1938

State of Missouri,
County of Lewis, :SS

I, Ben E. Noel, Recorder of Deeds within and for Lewis County,
Missouri, hereby certify that the within instrument of writing
was filed for Record June 27th, 1936 at 3 O'Clock and 40 minutes
P.M. and is Recorded in Book 189 at Page 446, thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of said Office at Monticello, Missouri, this 27th day of
June, 1936:

Ben E. Noel, Recorder:

BY *Wallace Hatch*
Deputy Recorder:

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

JUN 29 1936

Dwight H. Brown
Secretary of State

EXHIBIT D

Union Electric Company Illustrative Tariffs

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 56th Revised SHEET NO. 3CANCELLING MO. P.S.C. SCHEDULE NO. 55th Revised SHEET NO. 3

APPLYING TO

MISSOURI SERVICE AREA

MISSOURI SERVICE AREAS

The areas listed below comprise the Service Area for Union Electric Company in the State of Missouri:

ADAIR COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*61 North	13 West	6, 7, 17, 18, 19, <u>Δ4</u> , <u>5</u> , <u>8</u>
61 North	14 West	1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32
61 North	15 West	1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 24, 25, 26, 27, 35, 36
61 North	16 West	1, 2
*62 North	13 West	7, 18, 19, 29, 30, 31, <u>Δ8</u> , <u>9</u> , <u>16</u> , <u>17</u> , <u>20</u> , <u>21</u> , <u>28</u> , <u>32</u> , <u>33</u>
62 North	14 West	5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 34, 35, 36
62 North	15 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
62 North	16 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 35, 36
62 North	17 West	1, 2, 3, 11, 12, 13, 24
63 North	14 West	31

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Adair County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

Issued By C. W. Mueller
Name of OfficerPresident & CEO
TitleSt. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 58th RevisedSHEET NO. 13CANCELLING MO. P.S.C. SCHEDULE NO. 57th RevisedSHEET NO. 13

APPLYING TO

MISSOURI SERVICE AREA

CAPE GIRARDEAU COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
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INCLUDING THE CITY LIMITS OF CAPE GIRARDEAU

EXCLUDING THE CITY LIMITS OF JACKSON

CARROLL COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
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55 North	25 West	6
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CHARITON

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
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56 North	19 West	5, 6, AMOCO-ROTHVILLE FACILITY
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56 North	20 West	1
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CLARK COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
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*64 North	5 West	3, 4, 5, 8, 9, <u>Δ6</u> , <u>7</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u>
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*64 North	6 West	<u>Δ4</u> , <u>5</u> , <u>6</u>
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*64 North	8 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u>
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*64 North	9 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>18</u>
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*65 North	5 West	32, 33, 34, <u>Δ31</u>
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*65 North	6 West	7, 8, 17, 18, 19, 20, 29, <u>Δ3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>9</u> , <u>10</u> , <u>15</u> , <u>16</u> , <u>21</u> , <u>28</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u>
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*65 North	7 West	12, <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>10</u> , <u>11</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u>
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*65 North	8 West	<u>Δ6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
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ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Clark County is limited by the terms of the Territorial Agreement between company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

 Issued By C. W. Mueller
 Name of Officer

President & CEO
 Title

St. Louis, Missouri
 Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 5

8th Revised

SHEET NO. 14CANCELLING MO. P.S.C. SCHEDULE NO. 5

7th Revised

SHEET NO. 14

APPLYING TO

MISSOURI SERVICE AREA

CLARK COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*65 North	9 West	9, 10, 11, 16, 21, 28, 32, <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>17</u> , <u>19</u> , <u>20</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*66 North	6 West	<u>Δ31</u> , <u>32</u>
*66 North	7 West	<u>Δ15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*66 North	9 West	<u>Δ31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u>

CLAY COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
51 North	30 West	1, 2
52 North	30 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 35, 36
52 North	31 West	1, 2, 3, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, also that portion of section 35 lying northwest of a line described as beginning at the southwest corner of section 35 thence running in a northeasterly direction to the northeast corner of section 35
53 North	30 West	1, 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Clark County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

Issued By C. W. Mueller
Name of Officer

President & CEO
Title

St. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 51st Revised SHEET NO. 24CANCELLING MO. P.S.C. SCHEDULE NO. 5Original SHEET NO. 24

APPLYING TO

MISSOURI SERVICE AREA

JEFFERSON COUNTY

All of JEFFERSON COUNTY in its entirety.

KNOX COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
*60 North	10 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u>
*60 North	12 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>22</u> , <u>23</u> , <u>24</u>
*61 North	10 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>34</u> , <u>35</u> , <u>36</u>
*61 North	11 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u>
*61 North	12 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>
*61 North	13 West	<u>Δ1</u> , <u>2</u> , <u>3</u>
*62 North	10 West	<u>28</u> , <u>Δ19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*62 North	11 West	<u>Δ5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u>
*62 North	12 West	<u>13</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>Δ1</u> , <u>2</u> , <u>7</u> , <u>11</u> , <u>12</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*62 North	13 West	<u>24</u> , <u>25</u> , <u>Δ11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>22</u> , <u>23</u> , <u>26</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>
*63 North	10 West	<u>Δ3</u> , <u>4</u> , <u>5</u> , <u>6</u>

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Knox County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

Issued By C. W. Mueller
Name of Officer

President & CEO
Title

St. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 51st RevisedSHEET NO. 25CANCELLING MO. P.S.C. SCHEDULE NO. 5OriginalSHEET NO. 25

APPLYING TO

MISSOURI SERVICE AREA

KNOX COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*63 North	11 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*63 North	12 West	<u>24</u> , <u>26</u> , <u>Δ1</u> , <u>2</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>22</u> , <u>23</u> , <u>25</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>

LEWIS COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*60 North	5 West	<u>6</u> , <u>Δ7</u> , <u>18</u> , <u>19</u>
*60 North	6 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>23</u> , <u>24</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u>
*60 North	7 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*60 North	8 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>24</u> , <u>25</u>
*60 North	9 West	<u>Δ5</u> , <u>6</u> , <u>7</u> , <u>18</u> , <u>19</u> , <u>30</u>
*61 North	5 West	<u>31</u> , <u>Δ19</u> , <u>30</u>
*61 North	6 West	<u>36</u> , <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u>
*61 North	7 West	<u>Δ4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
*61 North	8 West	<u>17</u> , <u>22</u> , <u>36</u> , <u>Δ1</u> , <u>2</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>33</u> , <u>34</u> , <u>35</u>

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Knox and Lewis Counties is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

Issued By C. W. Mueller

President & CEO

St. Louis, Missouri

Name of Officer

Title

Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 53rd Revised SHEET NO. 26CANCELLING MO. P.S.C. SCHEDULE NO. 52nd Revised SHEET NO. 26APPLYING TO MISSOURI SERVICE AREA

LEWIS COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*61 North	9 West	4, 5, 8, 9, <u>Δ1</u> , 2, <u>3</u> , <u>6</u> , 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32
*62 North	6 West	25, 26, 35, 36, <u>Δ21</u> , 22, 23, 24, 27, 28, 33, 34
*62 North	7 West	<u>Δ28</u> , 29, 30, 31, 32, 33
*62 North	8 West	<u>Δ25</u> , 36
*62 North	9 West	<u>Δ19</u> , 20, 28, 29, 30, 31, 32, 33, 34, 35

LINCOLN COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
-----------------	--------------	------------------------------

All of LINCOLN COUNTY in its entirety

LINN COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
57 North	18 West	6, 7
57 North	19 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34
57 North	20 West	1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 35, 36, <u>Δ5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>22</u>
57 North	21 West	<u>Δ1</u> , 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
57 North	22 West	<u>Δ1</u> , 2, 3, 10, 15

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Linn County is limited by the terms of the Territorial Agreement between Company and Farmers' Electric Cooperative approved in Case No. EO-98-511 and Company's right and obligation to serve in Lewis County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue _____

Date Effective _____

Issued By C. W. Mueller
Name of OfficerPresident & CEO
TitleSt. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 52nd Revised SHEET NO. 26.5CANCELLING MO. P.S.C. SCHEDULE NO. 51st Revised SHEET NO. 26.5APPLYING TO MISSOURI SERVICE AREA

MARIES COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
40 North	11 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
41 North	7 West	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
41 North	8 West	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
41 North	9 West	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
41 North	10 West	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
41 North	11 West	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

MARION COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*59 North	6 West	<u>Δ</u> 4, <u>5</u> , <u>6</u>
*59 North	7 West	<u>Δ</u> 1, <u>2</u> , <u>3</u>

MILLER COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
38 North	14 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18
38 North	15 West	1, 2, 12

Union Electric Company also has the right to serve throughout Miller County pursuant to the case-by-case addendum term of the territorial agreement between the Company and Gascoage Electric Cooperative as approved in Case No. EO-98-279.

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Marion County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

P.S.C. Mo. Date of Issue _____

Date Effective _____

Issued By C. W. Mueller
Name of Officer

President & CEO
Title

St. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 5

2nd Revised

SHEET NO. 26.26CANCELLING MO. P.S.C. SCHEDULE NO. 5

1st Revised

SHEET NO. 26.26

APPLYING TO

MISSOURI SERVICE AREASCOTLAND COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
*64 North	10 West	4, 5, 6, 7, 8, 9, 16, 17, 18, 20, 21, 28, 29, 33, <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>19</u> , <u>22</u> , <u>27</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>34</u>
*64 North	11 West	<u>Δ23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>
*65 North	10 West	32, 33, <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>24</u> , <u>25</u> , <u>34</u> , <u>35</u> , <u>36</u>
65 North	13 West	3
*66 North	10 West	<u>Δ31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
66 North	13 West	15, 22, 27, 34

SCOTT COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
26 North	13 East	1, 2, 3, 10, 11, 12, 13, 14, 15, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, Surveys 626, 1077
26 North	14 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 21, 22, 23, 27, 28, 29, 30
26 North	15 East	6, 7
27 North	12 East	1, 12, 13, 24, 25
27 North	13 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35, 36, Surveys 69, 46, 1093, 434, 1096, 633, 626

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Scotland County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO- - .

*Indicates Change

Issued pursuant to the Order of the Mo. P.S.C. in Case No. EM 93-243.

P.S.C. Mo. Date of Issue

Date Effective

Issued By

C. W. Mueller

President & CEO

St. Louis, Missouri

Name of Officer


Title

Address

VERIFICATION

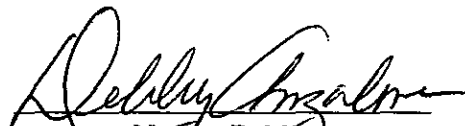
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 15th day of MARCH, 2000, I, William J. Carr, a Vice President of Union Electric Company d/b/a AmerenUE, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application between Union Electric Company and Lewis County Rural Electric Cooperative***, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Union Electric Company d/b/a AmerenUE.



William J. Carr

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.




Notary Public

DEBBY ANZALONE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 18, 2002

VERIFICATION

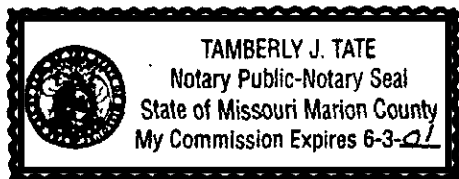
STATE OF MISSOURI)
) SS
COUNTY OF LEWIS)

On the 30 day of March, 2000, before me appeared Mitchell Keel, to me personally known, who being by me first duly sworn, states that he is the Manager of Lewis County Rural Electric Cooperative, and acknowledged that he has read the Joint Application of Union Electric Company and Lewis County Rural Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.



Mitchell Keel

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.





Notary Public

CERTIFICATE OF SERVICE

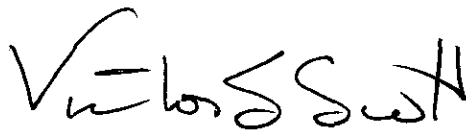
The undersigned hereby certifies that a copy of the foregoing has been served, via U.S. mail, this 7 day of April, 2000, to the following parties of record:

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Office of Public Counsel
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Victor S. Scott