

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Joint Application of)
Union Electric Company, d/b/a Ameren Missouri,)
and Farmers' Electric Cooperative, Inc., for an Order)
Approving an Addendum to a Territorial Agreement) File No. EO-2020-____
Regarding Service to Customers in Livingston and)
Daviess Counties, Missouri.)

**JOINT REQUEST FOR WAIVER, MOTION FOR EXPEDITED TREATMENT, AND
APPLICATION FOR APPROVAL OF ADDENDUM NO. 3
TO AN APPROVED TERRITORIAL AGREEMENT**

COME NOW, Union Electric Company d/b/a Ameren Missouri ("Company"), a Missouri corporation, and Farmers' Electric Cooperative, Inc. ("Cooperative"), (collectively, "Joint Applicants") and for their *Joint Application* to the Missouri Public Service Commission ("Commission") for an order approving Joint Addendum No. 3 to their previously executed Territorial Agreement ("Addendum No. 3" and "Territorial Agreement," respectively) in accordance with Article 8 of that Territorial Agreement as well as Sections 393.106 and 394.312, RSMo, which cover electrical corporation and electric cooperative service rights, respectively. To facilitate an expedient implementation of Addendum No. 3, Joint Applicants also request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017, and further request expedited treatment of this *Joint Application* so that the customers subject to this application can receive permanent service¹ in a timely manner. In support of their positions, the Joint Applicants state as follows:

INTRODUCTION

1. On May 11, 1998, Joint Applicants entered into a Territorial Agreement, which was approved by the Commission in File No. EO-98-511 on September 3, 1998. The Territorial

¹ While the Joint Applicants have agreed that the Cooperative may begin providing temporary service to the customers upon the filing of this *Joint Application*, they agree that expedient approval of this *Joint Application* will provide greater surety to all parties that the temporary service can remain permanent.

Agreement is attached hereto as Appendix 1 and is incorporated by reference into this *Joint Application* and made a part hereof for all purposes.² Article 8 of that Territorial Agreement allows the Joint Applicants to agree, on a case-by-case basis and through an addendum to the Territorial Agreement, to allow a structure to receive service from one party even though the structure is located in the electric service territory of the other. Previously, the Joint Applicants entered into Addendum No. 1, which was approved by the Commission on October 9, 2013 in File No. EO-2014-0044 and Addendum No. 2, which was approved by the Commission on May 30, 2018 in File No. EO-2018-0278. Joint Applicants have reached another agreement on the requests of two customers whose structures reside in Company's territory but wish to be served by the Cooperatives. The Joint Applicants have accordingly executed Addendum No. 3 to reflect the service as requested by the customers and as agreed to by the affected utilities. Addendum No. 3 to the Territorial Agreement is attached hereto as Appendix 2 and is incorporated by reference into this *Joint Application* and made a part hereof for all purposes.

2. To facilitate an expedient implementation of Addendum No. 3, Joint Applicants also request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017, and further request expedited treatment of this *Joint Application* so that the customers subject to this application can receive permanent service in a timely manner. Section 394.312 RSMo requires submission to, and approval by, the Commission of territorial agreements and their addendums. The Joint Applicants therefore submit this *Joint Application* in accordance with the general application requirements of 20 CSR 4240-2.060(1), as well as the more specific territorial agreement filing requirements of 20 CSR 4240-3.130(1). Accordingly, this *Joint Application* is divided into the following sections:

² Joint Applicants provide this Territorial Agreement as Appendix 1 since pleadings from that time period are not available via the Commission's EFIS.

- I. 20 CSR 4240-4.017
- II. 20 CSR 4240-2.060(1), (A) through (M)
- III. 20 CSR 4240-3.130(1), (A) through (E)
- IV. 20 CSR 4240-2.080(14)
- V. Other Requested Findings and Orders

The information required by the rules, as well as the additional findings the Company and the Cooperative request, are discussed in more detail below.

I. 20 CSR 4240-4.017

3. Joint Applicants request a variance from the 60-day notice requirement of 20 CSR 4240-4.017, which states, in relevant part:

Any person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case...

Pursuant to 20 CSR 4240-4.017(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes "a verified declaration from the filing party that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case..."³

As indicated in the Affidavits executed by Company and Cooperative attached as Appendix 3 and Appendix 4 to this *Application*, respectively, neither Company nor Cooperative has had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.⁴

Accordingly, Company and Cooperative have established good cause for a waiver from the 60-

³ Pursuant to the Commission's *Order Waiving 60-Day Notice Requirement* issued on August 1, 2017, in File No. WM-2018-0023, the examples of good cause provided in the rule are not exclusive, and the Commission may find that good cause has been established by other circumstances.

⁴ Appendix 3 and Appendix 4 are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.

day requirement of 20 CSR 4240-4.017(1). No other public utility will be affected by granting the Company a waiver from this requirement.

II. 20 CSR 4240-2.060(1), (A) through (M)

Paragraph (A) – Joint Applicants

3. Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, organized and existing under the laws of the State of Missouri, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. Company is engaged in providing electric and gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission. Company is a subsidiary of Ameren Corporation.

4. Cooperative is a corporation organized and existing under the laws of the State of Missouri, organized and existing under the laws of the State of Missouri, in good standing in all respects, with its principal office at 201 W. Old Hwy 36, PO Box 680, Chillicothe, Missouri 64601. Cooperative is a Chapter 394 RSMo rural electric cooperative corporation engaged in the distribution of electric energy and service to its members in Missouri.

Paragraph (B) – Articles of Incorporation; Paragraph (E) – Fictitious Name; Paragraph (G) – Information Previously Submitted; Paragraph (H) – Character of Business⁵

5. Company previously submitted to the Commission a certified copy of its Articles of Incorporation (See Case No. EA-87-105), as well as its Fictitious Name Registrations as filed with the Missouri Secretary of State's Office (See Case No. EA-2019-0181). A certified copy of Company's Certificate of Corporate Good Standing is attached hereto as Appendix 5, which is incorporated into this *Joint Application* and made a part hereof for all purposes. These documents

⁵ Paragraphs (C), (D), and (F) do not apply to the Joint Applicants.

are incorporated by reference and made a part of this *Joint Application* for all purposes. Other than cases that have been docketed at the Commission, Company has no pending actions or final unsatisfied judgments or decisions against it from any state or federal court or agency within the past three (3) years which involve customer service or rates. Company has no annual report or assessment fees that are overdue.

6. A certified copy of Cooperative's Articles of Incorporation from the Secretary of State, as well as updates thereto, are attached as Appendix 6, and a certified copy of the Cooperative's Certificate of Corporate Good Standing is attached hereto as Appendix 7.

Paragraph I – Correspondence and Communication

7. Correspondence and Communication -- Correspondence, communications, orders and decisions in regard to this Application should be directed to:

For Company

Tom M. Byrne
Sr. Director Regulatory Affairs
Ameren Missouri
1901 Chouteau Avenue
PO Box 66149, MC 1450
St. Louis, MO 63166-6149
(314)554-2514 (phone)
(314)554-4014 (fax)
tbyrne@ameren.com

For Cooperative

Rod Cotton
General Manager
Farmers' Electric Cooperative, Inc.
201 W Old Hwy 36
PO Box 680
Chillicothe, Missouri 64601
(660)646-4281 (phone)
(606) 646-3569 (fax)
rod@fec-co.com

Paragraph (K) – Actions, Judgments, and Decisions; Paragraph (L) – Fees⁶

8. Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within three years of the date of this *Joint Application*. By the nature of its business, Company has, from time-

⁶ Paragraph (J) does not apply to the Joint Applicants.

to-time, pending actions in state and federal agencies and courts involving customer service or rates. Company has no annual report or assessment fees overdue to this Commission.

9. Cooperative has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within three years of the date of this *Joint Application*.

Paragraph (M) – Affidavit

10. Affidavits in support of this application by authorized individuals are included with this *Joint Application* as Appendices 3 and 4 for the Company and the Cooperative, respectively.

III. 20 CSR 4240-3.130(1), (A) through (E)

Paragraph (A) – Territorial Agreement and Description of Property

11. As previously noted, the Territorial Agreement and Addendum No. 3 are included as Appendices 1 and 2, respectively, to this *Joint Application*. The addresses and descriptions of the structures to be served by Company within Cooperative’s service territory are shown in Addendum No. 3, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes. Specifically, the addresses and descriptions for the structures are:

- Location 1 is a modular home with the address of 26060 112th Street, Winston Missouri, owned by Gary and Donna Curtis. Maps showing the location of the address and the existing service lines are attached hereto as Appendix 8, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.
- Location 2 is a cabin with the address of 2280 Highway DD, Ludlow, Missouri, owned by Claudia Auer. Maps showing the location of the address and the existing service lines are attached hereto as Appendix 9, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.

The Territorial Agreement and Addendum No. 3 only address electric service territories and the provision of electric service for the Applicants in certain counties, including Daviess and Livingston counties, where Location 1 and Location 2, respectively, are located. Neither the Territorial Agreement nor Addendum No. 3 affect the rights or service areas of any other electric service provider.

Paragraph (B) – Other Electric Suppliers

12. The Cooperative has statutory authority to provide service in the areas it proposes to serve under the Territorial Agreement. No other regulated electric supplier provides electric service in the area sought to be certificated.

Paragraph (C) – Illustrative Tariff

13. Due to the Territorial Agreement, the Company is proposing Tariff revisions which are attached hereto as Appendix 10, an exemplar tariff, which is incorporated into this *Joint Application* and made a part hereof for all purposes.

Paragraph (D) – Public Interest

14. Addendum No. 3 to the Territorial Agreement is not detrimental to the public interest; in fact, the Territorial Agreement is beneficial to the public interest. Generally, the establishment of exclusive service territories and service rights within a given geographic area prevents future duplication of electric service facilities, resulting in economic efficiencies and future cost savings, and benefit public safety and community aesthetics. In this case, allowing Cooperative to provide service to Location 1 and Location 2, even if they are in Company's service territory, accomplishes these goals. Cooperative's existing facilities are closer to these two locations than Company's. Additionally, if Company were to extend service to these locations, it would not only be duplicating facilities, but would have to cross over Cooperative's existing

facilities to do so. The customers for both Location 1 and Location 2 have submitted affidavits in support of this *Joint Application* requesting service from the Cooperative. The affidavits are included as Appendix 11 and Appendix 12 to this *Joint Application*, and are hereby incorporated by reference and made a part hereof for all purposes.

Paragraph (E) – Required Service Changes for Customers

15. Since the structures at both locations are new, no service changes will be required for any existing customer. The two customers impacted by this Addendum No. 3, as indicated in the preceding paragraph, have expressed their desire to obtain service from Cooperative rather than Company and have submitted affidavits affirming this preference (see Appendix 11 and Appendix 12).

IV. 20 CSR 4240-2.080(14)

16. Joint Applicants request expedited treatment of this *Joint Application*. The Company requests approval within 60 days of this *Joint Application*, so that the customers can be provided with permanent service as soon as practical. This *Joint Application* could not be completed more quickly because the Company and Cooperative did not know until recently that new service would be requested and that a Commission-approved addendum between Company and Cooperative would be necessary.

V. Other Requested Findings and Orders

16. The Joint Applicants request certain Findings and Orders from the Commission so that they may carry out the obligations and requirements arising from the Territorial Agreement for which they are requesting approval. Specifically, the Joint Applicants request the following Findings and Orders:

- a. Cooperative will have occasion to construct, operate and maintain facilities in the electric service territory of the Company as described in the Territorial Agreement in order to provide service at the locations indicated in Addendum No. 3.
- b. Joint Applicants' respective service responsibilities beyond the boundaries of the Territorial Agreement and prior Commission-approved addendums will remain unaffected by the terms of Addendum No. 3.
- c. As stated in the Territorial Agreement, each Joint Applicant will retain their respective rights to serve the remaining existing customers within the electric service area of the other unless specifically modified by existing or future Commission-approved addendums.
- d. In general, each Joint Applicant will have the authority to construct, operate and maintain facilities throughout the electric service area of the other as necessary to implement Addendum No. 3.
- e. Company's certificates of public convenience and necessity will not be impaired, except as specifically limited by the Territorial Agreement and its Commission-approved addendums.

CONCLUSION

17. The Joint Applicants request approval of Addendum No. 3 to their Territorial Agreement, which they have negotiated in good faith in order to further the public interest, as described above. Section 394.312, RSMo requires submission to, and approval by, the Commission of such territorial agreements and addendums. The Joint Applicants request the Commission determine that this *Joint Application* fulfills the requirements of 20 CSR 4240-2.060(1) and 20 CSR 4240-3.130(1) for the approval of this type of agreement, and provide the requested Findings and Orders so that Addendum No. 3 can be implemented. The Joint Applicants further ask that the 60-day notice requirements of 20 CSR 4240-4.017 be waived, and that an Order granting this *Joint Application* be approved within 60 days, pursuant to 20 CSR 4240-2.080(14).

WHEREFORE, Company and Cooperative, as Joint Applicants, respectfully request that, the 60-day notice requirement be waived and, in an expedited manner, the Commission find that the Joint Applicants have met the regulatory requirements and approve Addendum No. 3 to their Territorial Agreement, allowing Cooperative to serve customers at the two locations indicate therein.

Respectfully submitted,

/s/ Paula N. Johnson

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for Union Electric Company, Inc.
d/b/a Ameren Missouri

/s/ Dana J. Macoubrie

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for Farmers' Electric Cooperative, Inc.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Application has been e-mailed, this 4th day of September, 2019, to counsel of record.

/s/ Paula N. Johnson

Paula N. Johnson

APPENDICES TO JOINT APPLICATION

Appendix Number and Description

- Appendix 1 Original Territorial Agreement (Approved by Commission on September 3, 1998, in File No. EO-98-511) and its associated exhibits
- Appendix 2 New Addendum No. 3
- Exhibit A1 Metes and Bounds Description for Customer Location 1
- Exhibit A2 Metes and Bounds Description for Customer Location 2
- Appendix 3 Company's Affidavit in Support of Application
- Appendix 4 Cooperative's Affidavit in Support of Application
- Appendix 5 Company's Certificate of Corporate Good Standing
- Appendix 6 Cooperative's Articles of Incorporation
- Appendix 7 Cooperative's Certificate of Corporate Good Standing
- Appendix 8 - Map of Location 1
- Appendix 9 - Map of Location 2
- Appendix 10 – Company's Exemplar Tariff
- Appendix 11 – Customer Location No. 1 Affidavit
- Appendix 12 – Customer Location No. 2 Affidavit

EXHIBIT A

Territorial Agreement between Union Electric Company and
Farmers' Electric Cooperative

TERRITORIAL AND EXCHANGE AGREEMENT

between

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

and

FARMERS' ELECTRIC COOPERATIVE

TERRITORIAL AND EXCHANGE AGREEMENT

This Agreement is made and entered into as of the 11 day of May 1998, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and FARMERS' 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 Caldwell, Chariton, Clay, Clinton, Daviess, DeKalb, Gentry, Linn, Livingston, and Ray Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including all or portions of Caldwell, Chariton, Clay, Clinton, Daviess, DeKalb, Gentry, Linn, Livingston, and Ray 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 levels 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. The expressions "herein," "hereto," "hereunder," "hereof," and other similar expressions, refer to this Agreement as so defined and to any relevant article, section, subsection, or other subdivision, so designated.
- 1.2 **Customer** shall mean any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government or any other legal entity which 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 **Customer Service Equipment** shall mean all lines or conductors with nominal voltage of 15,000 volts or less, phase-to-phase; all transformers, regulators, capacitors, poles, meters, equipment and installations connected thereto necessary for the distribution of electricity through said lines or necessary for the support of said lines; and all rights, privileges, easements, appurtenances and immunities in land on which such lines, conductors, poles, equipment and installations are located; provided, however, "Customer Service Equipment" shall not include poles and any structures supporting lines and conductors with nominal voltage of more than 15,000 volts, regardless of whether such poles or structures also support lines and conductors with nominal voltage of 15,000 volts or less.

- 1.4 **Existing Structure** shall mean any Structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose (i.e., agricultural, residential, commercial, industrial, and other).
- 1.5 **New Structure** shall mean any Structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of Existing Structure set forth herein.
- 1.6 **Period of Implementation** shall mean that time period after the Effective Date of this Agreement and prior to the time when all transfers required under this Agreement have been made.
- 1.7 **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 and a replacement of a previously existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.
- 1.8 **Transferee** shall mean the party receiving any and all interests in the Customer Service Equipment and any and all rights to serve Customers. Any reference herein to Transferee shall apply to both parties in their capacity accepting such transfer.
- 1.9 **Transferor** shall mean the party granting, conveying, or assigning any and all interests in the Customer Service Equipment and any and all rights to serve Customers. Any reference herein to Transferor shall apply to both parties in their capacity in effecting such transfer.
- 1.10 **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 After the Effective Date, 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 for use within the exclusive service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.
- 2.2 Pursuant to this Agreement, both parties will transfer, on the Closing Date, the Customer Service Facilities identified in Exhibits 3 and 4. Said Customer Service Facilities are used by the parties to distribute electric energy to certain Existing Structures (hereinafter the "Associated Existing Structures"). After the Closing, each party shall have the exclusive right to furnish electric service to all Associated Existing Structures located within its respective exclusive service area as 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 in the foregoing, both parties retain the right to furnish electric service to all other Existing Structures that they are serving on the Effective Date of this Agreement, regardless of their location.
- 2.3 Unless the parties agree otherwise, during the Period of Implementation of this Agreement, a new Customer shall be served by the party with adequate Customer Service Equipment closer to the new Customer than the other party. The new Customer shall be served from such Customer Service Equipment which is closer to the Customer. In the event the new Customer is located in a party's exclusive service area and the other party serves the new Customer therein during the Period of Implementation using Customer Service Equipment that are to be transferred to the

other party pursuant to this Agreement, the other party shall only have the right to provide such service until the Customer Service Equipment from which the new Customer is served is transferred.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COMPANY

The exclusive service area of Company under this Agreement shall be all of Clay County (Exhibit 2A) that portion of Caldwell (Exhibit 2B), Chariton (Exhibit 2C), Clinton (Exhibit 2D), Daviess (Exhibit 2E), DeKalb (Exhibit 2F), Gentry (Exhibit 2G), Linn (Exhibit 2H), Livingston (Exhibit 2I), and Ray (Exhibit 2J) Counties as is described by metes and bounds in Exhibit 1 and as illustrated by the line shown on the maps marked Exhibit 2. 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. Company may serve within municipalities that are located in Company's exclusive service area, pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

The exclusive service area of Cooperative under this Agreement shall be those portions of Caldwell, Chariton, Clinton, Daviess, DeKalb, Gentry, Linn, Livingston, and Ray Counties outside Company's exclusive service area under this Agreement and as illustrated by the line shown on the maps marked Exhibit 2. Cooperative may serve within municipalities that are located in Cooperative's exclusive service area, pursuant to this Agreement.

ARTICLE 5.

MUNICIPAL ELECTRIC SYSTEMS

5.1 The exclusive service area of Cooperative, as defined in Article 4, includes several incorporated municipalities which operate and maintain municipally owned electric facilities. Inside the incorporated boundaries of each of the municipalities, Company shall continue to serve and provide either wholesale or retail service to the municipality or Customers whose Structures are located inside the incorporated boundaries of said municipalities. Notwithstanding this

Agreement, should any of the municipalities cease to operate and maintain municipally-owned electric facilities and sell such facilities to Company, Company may serve within the incorporated boundaries of such municipality, as it exists on the date such municipality and Company agree on a sale of the municipality's facilities to Company ("Sale Date"), pursuant to the following conditions and agreement. Company shall have the power to serve the Structures being served by such municipality on the Sale Date.

5.2 Following the purchase of such municipality's facilities by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment"). If a Territorial Agreement between Cooperative and the municipality exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of Cooperative under this Agreement, the exclusive service area of the municipality under the Territorial Agreement between Cooperative and the municipality. If no such territorial agreement exists on the Sale Date, the Amendment shall exclude from the exclusive service area of Cooperative under this Agreement, certain territory lying within the municipality's incorporated boundaries. The boundaries of the area to be excluded from the exclusive service area under this Agreement of the Cooperative shall be that portion of the municipality's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipality after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Company from the municipality than to facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) 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 Section 394.312.2 RSMo.

5.3 Notwithstanding the foregoing Article 5.1, Company shall be entitled to serve all of the Structures served by the municipality prior to the purchase of the facilities by Company, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. The Cooperative shall be entitled to serve all of the Structures it was serving prior to the purchase of the municipal system by Company, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.

- 5.4 The exclusive service area of the Company as defined in Article 3 includes several incorporated municipalities which operate and maintain municipally-owned electric facilities. Notwithstanding this Agreement, should any of the municipalities cease to operate and maintain municipally-owned electric facilities and sell such facilities to Cooperative, Cooperative may serve within the incorporated boundaries of such municipality as it exists on the date such municipality and Cooperative agree on a sale of the municipality's facilities to Cooperative ("Sale Date"), pursuant to the following conditions and agreement. Cooperative shall have the power to serve the Structures being served by such municipality on the Sale Date.
- 5.5 Following the purchase of such municipality's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment"). If a Territorial Agreement between Company and the municipality exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of the Company, under this Agreement, the exclusive service area of the municipality under the Territorial Agreement between Company and the municipality. If no Territorial Agreement between Company and the municipality exists on the Sale Date, the Amendment shall exclude from the exclusive service area of the Company, under this Agreement, certain territory lying within the municipality's incorporated boundaries. Boundaries of the area to be excluded from the exclusive service area of Company shall be that portion of the municipality's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipality after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Cooperative from the municipality than to facilities of Company as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) 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 Section 394.312.2 RSMo.
- 5.6 Notwithstanding the foregoing Article 5.1, Cooperative shall be entitled to serve all of the Structures served by the municipality prior to the purchase of the facilities by Cooperative, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. Company shall be entitled to serve all of the Structures it was serving

prior to the purchase of the municipal system by Cooperative, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.

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.

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 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 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 Public Counsel 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.

EFFECTIVE DATE, TERM, AND CONDITIONS

- 9.1 **Effective Date.** The Effective Date of this Agreement shall be the effective date of the Order issued by the Missouri Public Service Commission, pursuant to Section 394.312, RSMo., approving this Agreement
- 9.2 **Term of Agreement.** The term of this Agreement shall be perpetual.

- 9.3 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than December, 31 1998, 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 Boards of Directors;
 - B. Approval of the transaction by the Commission, including but not limited to, a waiver of provisions of the Utility Billing Practices Rule, 4 CSR 240-13.010 et seq., which would prohibit Company or Cooperative from discontinuing service for a customer's failure to pay a delinquent account owed to the other party;
 - C. Company reaching agreement with N. W. Electric Power Cooperative and Associated Electric Cooperative regarding generation and transmission issues affected by this Agreement;
 - D. Approval by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required;
 - E. Approval by the Securities and Exchange Commission to the extent of its jurisdiction, if required; and
 - E. Approval by the Commission of an Application for a Certificate of Public Convenience and Necessity by Company to own, operate and maintain the electric transmission and distribution facilities which Company is acquiring, pursuant to this Agreement.

ARTICLE 10.

CLOSING AND TRANSFER OF CUSTOMER SERVICE EQUIPMENT AND CUSTOMERS

- 10.1 **Closing.** The parties shall mutually agree on a closing date ("the Closing Date") in order to close as promptly as possible, but in no event later than two years after the Effective Date of this Agreement. Closing shall be during business hours at such time and place as the parties mutually agree.

10.2 **Closing Duties.** At the time of Closing, each shall (i) deliver the documents of title, including a Bill of Sale to the Customer Service Equipment; (ii) deliver the assignment agreements (excepting railroad licenses which will be delivered as soon as practical after Closing) and consents thereto, where applicable, for the easements and contractual arrangements; and (iii) deliver the release Customer Service Equipment, the easements, and contractual arrangements from all liens created by Seller which are of a definite or ascertainable amount which may be removed by the payment of money, including, as appropriate, the lien of its indenture of Mortgage and Deed of Trust, dated June 15, 1937, as amended and supplemented ("Company's Mortgage") or all liens held by Rural Utility Services ("Cooperative's Mortgage"), and shall have made a good faith effort to release the easements from all such liens. Notwithstanding the foregoing, the parties shall have no obligation to release the following liens and encumbrances: (1) private and public utility and drainage easements; (2) rights-of-way for roads, alleys, streets, and highways; (3) zoning regulations; and (4) building, lines and use or occupancy restrictions, conditions and covenants.

10.3 **Recording Fees.** Each party shall bear the costs for recording fees for the instruments which it desires to record.

10.4 **Customer Service Equipment**

A. **Company.** Company shall transfer all of its Customer Service Equipment described in Exhibit 3 and located within Cooperative's exclusive service area to Cooperative in accordance with Section 10.2.C. Company's right to serve the associated Existing Structures transfers to Cooperative upon transfer of said Customer Service Equipment.

B. **Cooperative.** Cooperative shall transfer all of its Customer Service Equipment described in Exhibit 4 and located within Company's service area to Company in accordance with Section 10.2.C. Cooperative's right to serve the associated Existing Structures transfers to Company upon transfer of said Customer Service Equipment.

C. **Method of Transfer.** Customer Service Equipment shall be transferred by identifiable lines or line segments. The Customer Service Equipment shall be Transferred in the sequence listed in Exhibit 5 during the Period of Implementation. The exact timing of such transfers shall be in accordance with future agreement of the parties. The Period of Implementation shall be three (3) years starting from the Effective Date. The parties may mutually agree to extend the Period of Implementation, provided however, that the Period of Implementation shall not exceed four (4) years.

D. **Time of Transfer.** The transfer of any line shall be deemed to have occurred at the point in time the line is energized by the Transferee's system or at such time as the parties agree the Transferee is receiving power, pursuant to the Interchange Agreement between Associated Electric Cooperative and Company, entered into on June 28, 1978, as amended, without regard to the execution or delivery of any documentation evidencing the Transfer.

E. **Title and Risk of Loss.** Upon the transfer of the Customer Service Equipment, the Risk of Loss shall pass from Transferor to Transferee and the Transferee shall become responsible and liable for the condition of the Customer Service Equipment and service provided by such Customer Service Equipment. Title to the Customer Service Equipment, easements, and contractual arrangements shall pass upon transfer of the documents of title at the Closing.

10.5 **Customers.** In accordance with the procedure set forth in Article 11, each party shall transfer its Customers to the other party, simultaneous with the Facilities serving the Customers. Except as provided in Article 11 herein, Transferee shall thereafter provide electric service to the transferred Customer's Structures, and Transferor shall not provide electric service to those Structures. Transferor shall retain all accounts receivable related to Transferor's electric business at the time of Closing and through the time that Customers are transferred to Transferee's facilities. Transferor shall be entitled to receive all money paid to either Transferor or Transferee on said accounts. As each Customer is transferred from Transferor to Transferee, Transferor shall read the Customer's meter and provide a final bill to them for the service received. Security deposits and accrued interest existing at the time of transfer shall be credited to the Customer

on the final bill. If the Transferor does not receive payment of the final bill within sixty (60) days of the date of its remittance, it may identify the other Transferee as its agent to collect the accounts receivable. The Transferee agrees to take all actions as may be necessary to collect the final bill, including but not limited to, the disconnection of service. Any payments on said accounts received by the Transferee shall be remitted promptly to Transferor.

ARTICLE 11.

IMPLEMENTATION OF THE TRANSFERS

- 11.1 **Interim Operations and Continued Service.** Transferee shall take responsibility for the operation and maintenance of the Customer Service Equipment at the time of transfer as defined in Article 10 above. Until Customers are transferred from Transferor's facilities to Transferee's facilities, Transferor will continue to provide electricity, respond to emergency service calls, read meters, and bill Customers. The parties agree to cooperate during this interim period in order to minimize any adverse impact on Customers.
- 11.2 **Limited Access Granted.** In order to implement this Agreement, each party ("Licensor") hereby grants the other party ("Licensee") a license to access and use the Customer Service Facilities being transferred under this Agreement and their respective Easements ("the Licensed Property") to perform those tasks necessary to implement this Agreement as set forth in Exhibit 5. This license shall commence on the Effective Date of this Agreement and it shall terminate upon the completion of the transfers provided for by this Agreement.

ARTICLE 12.**RECORDS**

Each party shall give to the other party, its accountants, counsel and other representatives, during normal business hours from the date hereof to the appropriate Closing Dates, access to its books, records, contracts and commitments related to this transaction and shall furnish the other party such period with information concerning its affairs as the other party may reasonably request with respect to the various transactions contemplated hereby. In the event that after Closing, any controversy or claim by or against either party arises out of this transaction or the subject matter hereof, either party shall make available to the other, copies of such relevant records as may reasonably be requested pertaining thereto.

ARTICLE 13.**ACCESS FOR SURVEYS AND INSPECTIONS**

- 13.1 **Surveys and Inspections.** Each party, by the limited licenses granted in Article 11, permits the other party or the other party's representatives to enter upon the Easements for the purposes of making surveys and environmental and other inspections. Each party shall provide the other party with true copies of all documents pertaining to this transaction reasonably requested by the other party.
- 13.2 **Environmental Inspections.** Each party may, at its expense, make or cause to be made, an environmental study of the Customer Service Facilities and/or Easements. That party shall be excused from performance of this Agreement if its environmental study reveals significant potential liability arising from environmental causes in connection with the Facilities and/or Easements; provided, however, that in order to exercise this option to be excused, said party must so notify in writing the other party not later than two months from the date of this Agreement. Both parties shall cooperate fully in any environmental study, and both parties shall answer questions and give such permission for entry and for sampling as may be reasonably required therefor.

ARTICLE 14.

COMPANY WARRANTIES AND DISCLAIMERS OF WARRANTIES

- 14.1 **Company.** Company represents and warrants to Cooperative that all Customer Service Equipment exchanged or transferred, pursuant to this Agreement, is transferred by Company and accepted by Cooperative AS IS and where they stand at the Cooperative's risk. ANY DESCRIPTION OF THE CUSTOMER SERVICE EQUIPMENT CONTAINED IN THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE CUSTOMER SERVICE EQUIPMENT, IS NOT A PART OF THE BASIS OF THE BARGAIN, AND DOES NOT CONSTITUTE A WARRANTY THAT THE CUSTOMER SERVICE EQUIPMENT SHALL CONFORM TO THAT DESCRIPTION. NO AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY, NOT CONTAINED IN THIS AGREEMENT, SHALL CONSTITUTE A WARRANTY THAT THE CUSTOMER SERVICE EQUIPMENT WILL CONFORM TO THE AFFIRMATION OR PROMISE.
- 14.2 **DISCLAIMER.** EXCEPT AS STATED IN THE FOREGOING PROVISION, COMPANY MAKES NO WARRANTIES OF ANY KIND AND DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED (INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE PROPERTY TRANSFERRED TO COOPERATIVE UNDER THIS AGREEMENT.

ARTICLE 15.

COOPERATIVE WARRANTIES AND DISCLAIMERS OF WARRANTIES

- 15.1 Cooperative. Cooperative represents and warrants to Company that all Customer Service Equipment exchanged or transferred, pursuant to this Agreement, is transferred by Cooperative and accepted by Company AS IS and where they stand at the Cooperative's risk. ANY DESCRIPTION OF THE CUSTOMER SERVICE EQUIPMENT CONTAINED IN THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE CUSTOMER SERVICE EQUIPMENT, IS NOT A PART OF THE BASIS OF THE BARGAIN, AND DOES NOT CONSTITUTE A WARRANTY THAT THE CUSTOMER SERVICE EQUIPMENT SHALL CONFORM TO THAT DESCRIPTION. NO AFFIRMATION OF FACT OR PROMISE MADE BY COOPERATIVE, NOT CONTAINED IN THIS AGREEMENT, SHALL CONSTITUTE A WARRANTY THAT THE CUSTOMER SERVICE EQUIPMENT WILL CONFORM TO THE AFFIRMATION OR PROMISE.
- 15.2 DISCLAIMER. EXCEPT AS STATED IN THE FOREGOING PROVISION, COOPERATIVE MAKES NO WARRANTIES OF ANY KIND AND DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED (INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE PROPERTY EXCHANGED UNDER THIS AGREEMENT.

ARTICLE 16.

NO ASSUMPTION OF LIABILITIES

Both parties acknowledges that the other party is acquiring the Customer Service Equipment, Easements and Contractual Arrangements without any assumption of the transferring party's liabilities, except as expressly assumed in writing prior to the Closing Date, by the party acquiring the Customer Service Equipment, Easements and Contractual Arrangements after

full disclosure of the nature of liability by the transferring party. Both parties covenant that each shall fully and timely satisfy its liabilities, not assumed by the other party hereunder, but relevant to the transactions contemplated hereunder, or the subject matter hereof, including without limitation, all and any liabilities which shall have accrued prior to the Closing Date.

ARTICLE 17.

CONSEQUENTIAL DAMAGES

Except as expressly provided for in this Agreement, whether under contract, tort (including negligence, gross negligence, and strict liability), warranty, or otherwise, shall either party to this Agreement be liable to the other for any incidental, special, or consequential damages or indirect losses of any nature arising out of, connected with, or resulting from the performance of, or failure to perform under, this Agreement, including without limitation, lost future profits, loss of use of facilities, or costs of capital.

ARTICLE 18.

INDEMNIFICATION AND RELEASE

18.1 **Indemnification.** After each Transfer, the Transferee shall indemnify, defend and hold harmless, its Transferor, the directors, officers, employees, attorneys, and agents of said Transferor from and against any loss, harm, claim or cost, including reasonable attorneys' fees, incurred by the Transferee arising out of the possession or operation of the Customer Service Equipment transferred pursuant to this Agreement, including but not limited to, any death or personal injury to employees of the Transferee, damage to the property of any employee of Transferee, and death or personal injury or property damage of persons not parties to this Agreement. The foregoing release and indemnity shall apply, irrespective of whether said loss, damage, personal injury, or death **WAS CAUSED BY THE LICENSED PROPERTY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE TRANSFEROR.** For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party.

18.2 **Interim Period.** The parties intend that during the term of the license provided for Section 11.2, each Licensee shall assume the risks of loss and of liability respecting the Licensed Property due to Licensee's access and use. Accordingly:

A. Each Licensee hereby releases its Licensor, the directors, officers, employees, attorneys, and agents of said Licensor, from any loss of or damage to any of the Licensed Property, caused by Licensee's access and use during the term of said license; and

B. Each Licensee shall indemnify and hold harmless its Licensor, the directors, officers, employees, attorneys, and agents of said Licensor (collectively "Indemnitee") from and against all liabilities, costs and expenses, including without limitation, reasonable attorneys' fees, incurred by the Indemnitee by reason of any injury to or death of any employee of Licensee or third party; or damage to the property of any employee of Licensee or third party arising out of or involving Licensee's access or use of the Licensed Property and occurring during the term of said license. The foregoing release and indemnity shall apply, irrespective of whether said loss, damage, personal injury, or death **WAS CAUSED BY THE LICENSED PROPERTY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE LICENSOR.** For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party.

ARTICLE 19.

FORCE MAJEURE

19.1 **Force Majeure.** Neither party shall be liable under this Agreement for damages occasioned by delay in performance or failure to perform its obligations under this Agreement, if the delay or failure results from causes beyond its reasonable control and without the fault or negligence of the party so failing to perform or its contractors or agents.

19.2 **Notice.** The party whose performance is affected shall immediately notify the other party indicating the cause and expected duration of such failure and the delay which it will cause, and shall continue to keep the other party notified of the situation.

- 19.3 **Obligations of Affected Party.** The party whose performance is affected by an event of force majeure shall use all reasonable efforts to avoid or minimize the consequences of delay or failure, shall continue with its obligations after the cause of the delay or failure ceases to exist, but shall not be required to settle a strike, work stoppage, or other labor disputes.

ARTICLE 20.

TAXES

- 20.1 **Taxes Upon Transfer** This transaction is exempt by law from any sale or transfer taxes, and thus the parties do not anticipate that there will be any taxes on the sale or transfer of the Customer Service Equipment or real property transferred hereunder. If any such taxes are assessed, the parties may choose either to contest such assessments, in which case costs shall be divided equally between the parties, or to pay the tax, in which case the parties shall agree to contribution percentages.
- 20.2 **Property Taxes.** Each party shall be responsible for paying for the Property taxes associated with the Customer Service Equipment and real property for the calendar year of the Closing, regardless of the Closing Date.
- 20.3 **Other Taxes.** Transferor shall be responsible all license, gross receipts, and franchise taxes owed to the appropriate governmental agency or service to individual Customers until those Customers are transferred to Transferee's facilities. Transferor shall be solely responsible for any interest and/or penalties to the extent of any failure of Transferor to pay when due any license, gross receipts, and franchise taxes which Transferor is responsible for paying, as provided above.

ARTICLE 21.

TERMINATION

- 21.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by either Company or Cooperative if (i) the requirements of Section 13.2 of this Agreement are met, or (ii) the requirements of Section 22.2 of this Agreement are met.

21.2 **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 22.

FITNESS OF PROPERTY

22.1 Each party shall repair and maintain the Customer Service Equipment to be transferred to the other party under this Agreement in good state of repair through the date of Closing, ordinary wear and tear excepted, and shall not dispose of any of such items, except in the normal course of business, without the other party's consent.

22.2 If, between the time this Agreement is executed and the Closing, a significant portion of the Customer Service Equipment to be transferred to a party is damaged or destroyed beyond normal wear and tear by fire, flood, tornado, high wind, or other Act of God or Nature, the parties shall attempt in good faith to achieve a mutually satisfactory agreement for the repair and restoration of such equipment. In the event the parties cannot agree upon terms for the repair and restoration of such equipment, either party shall have the option of terminating this Agreement.

22.3 If any portion of a party's Facilities, Easements or Contractual Arrangements is taken through condemnation, during the period between execution of this Agreement and the Closing, the other party shall be entitled to the condemnation award(s).

ARTICLE 23.

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: FARMERS' ELECTRIC COOPERATIVE
 Attention: Dan Bryan
 Hwy. 36 East, P. O. Box 680
 Chillicothe, MO 64601
 Phone: 660-646-4281
 Telecopy: 660-646-3569

If to Company: AMERENUE
 Attention: William J. Carr
 One Ameren Plaza
 1901 Chouteau Avenue
 St. Louis, Missouri 63103
 Phone: 314-554-3990
 Telecopy: 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 24.

MISCELLANEOUS

24.1 **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.

- 24.2 **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.
- 24.3 **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, signed by both parties and approved by the Commission.
- 24.4 **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.
- 24.5 **Joint Application and Impact of Commission or Court Orders.** Each party will cooperate in presenting a joint application showing such transfer to be in the public interest. 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. Notwithstanding the foregoing, any Customer Service Equipment transferred by bill of sale and assignment of rights, pursuant to this Agreement, prior to the date of such court or agency decision, shall remain the property of the Transferee.
- 24.6 **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. All representations and warranties, and rights and duties hereunder, except for those which are fully executed at the Closing, shall survive the Closing.
- 24.7 **No Waiver.** No failure to require strict performance of this Agreement by either party shall release the other party from any obligation under this Agreement, nor shall it be deemed a waiver of any right under this Agreement.

- 24.8 **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.
- 24.9 **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.
- 24.10 **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.
- 24.11 **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.

APPENDIX 1

The parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

UNION ELECTRIC COMPANY

By: William J. Carr
Name: William J. Carr
Title: Vice President

Attest:

By: [Signature]
Title: SECRETARY

FARMERS' ELECTRIC COOPERATIVE

By: [Signature]
Title: Exec VP / CEO

Attest:

By: [Signature]
Title: Secretary

JH:1CALDWEL,UEJ (8-13-97)

UNION ELECTRIC COMPANY SERVICE TERRITORY

CALDWELL COUNTY, MISSOURI

BEGINNING AT A POINT ON THE CALDWELL/CLINTON COUNTY LINE, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 29 WEST; THENCE EAST, LEAVING SAID CALDWELL/CLINTON COUNTY LINE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 6, TOWNSHIP 55 NORTH, RANGE 29 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 6 AND 5, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF

APPENDIX 1

THE NORTH LINE OF SECTIONS 9 AND 10, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 10, 15, AND 22, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 22, 23, AND 24, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 24, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 24; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 24, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 28 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 19 AND 20, TOWNSHIP 55 NORTH,

APPENDIX 1

20; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 20, TO THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE
EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 20, TO THE NORTHEAST CORNER OF THE NORTHEAST
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THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SAID SECTION 20; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, TO THE NORTHWEST
CORNER OF THE SOUTHWEST 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 AND 21, TOWNSHIP 55 NORTH, RANGE 28 WEST,
TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING ON THE WEST LINE OF THE
EAST HALF OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE EAST
HALF OF SECTIONS 21, 16, 9, AND 4, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SAID POINT
ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4; THENCE

APPENDIX 1

NORTH HALF OF SECTION 1, TOWNSHIP 55 NORTH, RANGE 29 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 1, 2, AND 3, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 3; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 3 AND 4, TOWNSHIP 55 NORTH, RANGE 29 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 56 NORTH, RANGE 29 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH

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SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 34, 35, AND 36, TOWNSHIP 56 NORTH, RANGE 29 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 28 WEST; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 31;

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THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 31, 32, AND 33, TOWNSHIP 56 NORTH, RANGE 28 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 33 AND 28, TOWNSHIP 56 NORTH, RANGE 28 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 28 AND 21, TOWNSHIP 56 NORTH, RANGE 28 WEST, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 21, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 21, 22, AND 23, TOWNSHIP 56 NORTH,

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SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 22, TOWNSHIP 56 NORTH, RANGE 28 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 22 AND 27, TOWNSHIP 56 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE SOUTHWEST CORNER OF THE NORTHEAST 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 AND 34, TOWNSHIP 56 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 3, TOWNSHIP 55 NORTH, RANGE 28 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 3, 10, AND 15, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 15 AND 14, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID

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SOUTHWEST QUARTER OF SAID SECTION 13, TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 55 NORTH, RANGE 27 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 18, 17, 16, 15, AND 14, TOWNSHIP 55 NORTH, RANGE 27 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 14, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 14, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 14; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 14 AND 13, TOWNSHIP 55 NORTH, RANGE 27 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 55 NORTH, RANGE 26 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 18, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE

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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, AND 9, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 9 AND 10, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 10; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 10 AND 3, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID

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SAID SECTION 2, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 2; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 2, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 56 NORTH, RANGE 26 WEST; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 35, 26, AND 23, TOWNSHIP 56 NORTH, RANGE 26 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 23; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 23 AND 24, TOWNSHIP 56 NORTH, RANGE 26 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 24, SAID POINT ALSO BEING ON THE CALDWELL/LIVINGSTON COUNTY LINE; THENCE SOUTH ALONG SAID

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COUNTY LINE, 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 ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 25 AND 36, TOWNSHIP 56 NORTH, RANGE 26 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 55 NORTH, RANGE 26 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 2, TOWNSHIP 55 NORTH, RANGE 26 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 AND 11, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 14, TOWNSHIP 55 NORTH, RANGE 26 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 14, TO THE SOUTHEAST

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SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 14 AND 23, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTIONS 23 AND 22, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 22 AND 15, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 15, 16, AND 17, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST

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THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTIONS 17 AND 18, TOWNSHIP 55 NORTH, RANGE 26 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF SECTION 18, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 55 NORTH, RANGE 27 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SECTION 24, TOWNSHIP 55 NORTH, RANGE 27 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 24, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 24; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 24, 23

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22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 22, TO THE SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE
WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 22, TO THE SOUTHWEST CORNER OF THE NORTHEAST
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
AND 27, TOWNSHIP 55 NORTH, RANGE 27 WEST, TO THE SOUTHEAST CORNER OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT
ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID
SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH
HALF OF SECTIONS 27 AND 28, TOWNSHIP 55 NORTH, RANGE 27 WEST, TO THE
SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF
THE EAST HALF OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE
EAST HALF OF THE EAST HALF OF SECTIONS 28 AND 21, TOWNSHIP 55 NORTH, RANGE
27 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST

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NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 21 AND 20, TOWNSHIP 55 NORTH, RANGE 27 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE SOO RAILROAD (FORMERLY MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD); THENCE WESTERLY ALONG THE CENTERLINE OF SAID SOO RAILROAD, A DISTANCE OF 3/4 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 27 WEST; THENCE NORTH, LEAVING SAID SOO RAILROAD, ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 19, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 19,

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HALF OF SECTIONS 24, 23, AND 22, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTIONS 22 AND 27, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTIONS 27, 28, 29, AND 30, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 30 AND 31, TOWNSHIP 55 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF

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SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING ON THE CALDWELL/RAY COUNTY LINE; THENCE WEST ALONG SAID CALDWELL/RAY COUNTY LINE, A DISTANCE OF 5.5 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 29 WEST, SAID POINT ALSO BEING ON THE CALDWELL/CLINTON COUNTY LINE; THENCE NORTH, LEAVING SAID CALDWELL/RAY COUNTY LINE, ALONG SAID CALDWELL/CLINTON COUNTY LINE, A DISTANCE OF 6.5 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 29 WEST AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 57 NORTH, RANGE 29 WEST, SAID POINT BEING ON THE CALDWELL/DAVIESS COUNTY LINE; THENCE EAST ALONG SAID CALDWELL/DAVIESS COUNTY LINE, A DISTANCE OF 1.5 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 57 NORTH, RANGE 28 WEST; THENCE SOUTH, LEAVING SAID CALDWELL/DAVIESS COUNTY LINE, TO THE SOUTHEAST CORNER

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NORTHEAST 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 SECTIONS 6 AND 7, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 12, TOWNSHIP 57 NORTH, RANGE 29 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 12 AND 1, TOWNSHIP 57 NORTH, RANGE 29 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTIONS 1 AND 2,

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2; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 2, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 1, TOWNSHIP 57 NORTH, RANGE 29 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, TO THE NORTHWEST CORNER OF SAID SECTION 1 AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 57 NORTH, RANGE 28 WEST, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 9, 10, 11, AND 12, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 57 NORTH, RANGE 27 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 7; THENCE

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CENTERLINE OF SAID U.S. HIGHWAY 36, TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 24, TOWNSHIP 57 NORTH, RANGE 28 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 36, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTIONS 24 AND 25, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 25 AND 26, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 26; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 26 AND 23, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTIONS 23, 22, AND 21, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT ALSO BEING ON THE WEST LINE OF THE

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BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 57 NORTH, RANGE 28 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 16 AND 9, TOWNSHIP 57 NORTH, RANGE 28 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 57 NORTH, RANGE 27 WEST, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 10; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 10, 11, AND 12, TOWNSHIP 57 NORTH, RANGE 27 WEST, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST

APPENDIX 1

SAID SECTION 12, TO THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 57 NORTH, RANGE 26 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 7 AND 18, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 57 NORTH, RANGE 27 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 13, 14, AND 15, TOWNSHIP 57 NORTH, RANGE 27 WEST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 15 AND 10, TOWNSHIP 57 NORTH, RANGE 27 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 57 NORTH,

APPENDIX 1

EAST HALF OF SAID SECTION 3; THENCE SOUTH, LEAVING SAID CALDWELL/DAVISS COUNTY LINE, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 3 AND 2, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 2 AND 11, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 11, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING

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CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, SAID POINT BEING ON THE CALDWELL/LIVINGSTON COUNTY LINE; THENCE SOUTH ALONG SAID CALDWELL/LIVINGSTON COUNTY LINE, A DISTANCE OF 0.5 MILE, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 13, TOWNSHIP 57 NORTH , RANGE 26 WEST; THENCE WEST, LEAVING SAID CALDWELL/LIVINGSTON COUNTY LINE, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 13, 14, 15, AND 16, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 16 AND 9, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 9, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 9, TO THE

SOUTH HALF OF THE NORTH HALF OF SAID SECTION 9, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 10, TOWNSHIP 57 NORTH, RANGE 26 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 10 AND 3, TOWNSHIP 57 NORTH, RANGE 26 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 3 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.

**ADDENDUM NO. 3 TO TERRITORIAL AGREEMENT BETWEEN
UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI AND
FARMERS ELECTRIC COMPANY, INC.**

This Addendum No. 3 is entered into between Union Electric Company d/b/a Ameren Missouri ("Company"), and Farmers Electric Cooperative, Inc. ("Cooperative"), hereafter referred to collectively as "Parties."

WHEREAS, the Parties have entered into a Territorial Agreement dated on or about May 11, 1998 ("Territorial Agreement"), which establishes exclusive service areas for each Party;

WHEREAS, said Territorial Agreement was approved by the Missouri Public Service Commission ("Commission") by Report and Order issued on September 3, 1998, in Case No. EO-98-511;

WHEREAS, Article 8 of the Territorial Agreement permits the Parties to agree on a case-by-case basis by addendum to the Territorial Agreement to allow a structure to receive service from one party though the structure is located in the electric service of the other;

WHEREAS, Company and Cooperative have entered into the following prior Addendum(s):

Addendum No. 1 – Approved by the Commission on October 9, 2013, in File No. EO-2014-0044; and

Addendum No. 2 – Approved by the Commission on May 30, 2018, in File No. EO-2018-0278.

WHEREAS, Gary and Donna Curtis and Claudia Auer have requested electric service to structures located at 26060 112th Street, Winston, Missouri and 2280 Highway DD, Ludlow, Missouri, respectively, and these locations are within the designated exclusive service territory of Company;

WHEREAS, it is in the public interest for Cooperative to provide service to those structures because: 1) Cooperative has facilities physically closer to the structures than those of Company; 2) in order to provide service to these structures, Company would have to duplicate and cross over the Cooperative's facilities; and 3) it is more economic for the Cooperative to serve the structures because of the proximity of its facilities;

WHEREAS, Gary and Donna Curtis and Claudia Auer are agreeable to having Company provide electric service to the respective structures;

NOW, THEREFORE, Company and Cooperative, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Both Parties desire and consent to Cooperative providing electric service to the structures at the two locations through the case-by-case addendum procedure contained in Article 8 of the Territorial Agreement. Notwithstanding the boundaries described in the Territorial Agreement, Cooperative shall have the exclusive right to furnish electric service to the structures located at 26060 112th Street, Winston, Missouri and 2280 Highway DD, Ludlow, Missouri. Metes and bounds descriptions of the area encompassing the structures to be transferred are attached hereto as Exhibits A1 (26060 112th Street, Winston, Missouri) and A2 (2280 Highway DD, Ludlow, Missouri).

2. The exclusive territories of the Parties, as described in the Territorial Agreement, are not modified by this Addendum No. 3. In executing this Addendum No. 3, its terms shall be interpreted in light of the Territorial Agreement, including, but not limited to, the definitions, principles, and procedures set forth therein.

3. Since this Addendum No. 3 is subject to the approval of the Commission, the Parties agree to undertake all actions reasonably necessary to obtain said approval. In addition, each Party has the right to initiate temporary service, as defined by RSMo. Section 393.106, at its own expense, until the Commission approves or disapproves the Addendum No. 3.

4. THIS ADDENDUM NO. 3 SHALL BE DEEMED APPROVED BY THE COMMISSION STAFF OR THE OFFICE OF THE PUBLIC COUNSEL IF SAID PARTIES DO NOT SUBMIT A PLEADING OBJECTING TO THE ADDENDUM WITHIN FORTY-FIVE (45) DAYS OF THE FILING THEREOF.

5. If the Commission rejects this or any portion of this Addendum No. 3, then the entire Addendum No. 3 shall be nullified and shall have no legal effect. Further, if all or part of this Addendum No. 3 is declared invalid or void by a Court or other agency with competent jurisdiction, then this Addendum No. 3 shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 this 4th day of September, 2019

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: [Signature]
Title: SVP Customer Ops

ATTEST:

FARMERS ELECTRIC COOPERATIVE, INC.

By: [Signature]
Title: General Manager

ATTEST:
[Signature]

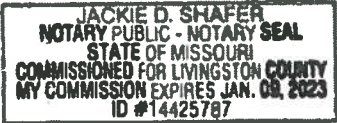


Exhibit A126060 112th Street, Winston, Missouri**LEGAL DESCRIPTION**

Tract I:

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Fifty-nine (59) of Range Twenty-nine (29) described as follows: Beginning at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Fifty-nine (59) of Range Twenty-nine (29), thence East Two Hundred Eighty-five (285) feet, thence South Eight Hundred Thirty-five (835) feet to the North right-of-way of Missouri Highway #6, thence North 66 degrees 0 minutes West Three Hundred Twelve (312) feet, thence North Seven Hundred Seven (707) feet to the point of beginning, being five (5) acres more or less, Daviess County, Missouri.

Exhibit A2

2280 Highway DD, Ludlow, Missouri

LEGAL DESCRIPTION

Lots 17 and 18, Block 11, Milwaukee Land Company's First Addition to the Village of Ludlow, MO.

Situate in the County of Livingston, State of Missouri, to-wit:

A Rectangular shaped Tract of Land Situated in the East Sixteen (16) Acres of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen (17), Township Fifty-six (56) North, Range Twenty-five (25) West, Livingston County, Missouri, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of Section Seventeen (17), Township Fifty-six (56) North, Range Twenty-five (25) West, Thence North 00 degrees 11 minutes 42 seconds West, along the West line of the aforesaid Section Seventeen (17), a distance of 653.09 feet; Thence North 88 degrees 29 minutes 14 seconds East, along the North line of the East Sixteen (16) acres of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of foresaid Section Seventeen (17) and the prolongation thereof a distance of 920.15 feet to the true point of beginning for the following described tract of land; Thence South 02 degrees 22 minutes 45 seconds West, along an existing fence line and the prolongation thereof a distance of 615.36 feet of the Northerly right of way line of Missouri State Route DD Highway; Thence North 88 degrees 57 minutes 42 seconds East, along the aforesaid Northerly right of way line of Missouri State Route DD Highway a distance of 433.42 feet; Thence leaving the aforesaid right of way line of Missouri State Route DD Highway North 00 degrees 02 minutes 34 seconds West, along an existing hedge corner post; Thence South 88 degrees 29 minutes 14 seconds West, along an existing fence line a distance of 407.49 feet to the point of beginning and containing within the above described boundaries 5.94 acres, more or less.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Joint Application of)
Union Electric Company, d/b/a Ameren Missouri,)
and Farmers Electric Cooperative, Inc., for an Order)
Approving an Addendum to a Territorial Agreement) File No. EO-2020-____
Regarding Service to Customers in Livingston and)
Daviness Counties, Missouri.)

AFFIDAVIT OF MARK C. BIRK

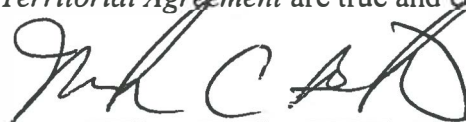
STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

Mark C. Birk being first duly sworn on his oath, states:

1. My name is Mark C. Birk. I work in the City of St. Louis, Missouri, and I am employed by Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri") as Senior Vice President, Customer and Power Operations. I am responsible for departments and personnel that oversee, among other things, the interactions between Ameren Missouri and its customers, including service territory matters.

2. Neither Ameren Missouri nor any person on its behalf has had any communications with the office of the Commission regarding any substantive issue likely to be an issue in the case initiated by this filing during the preceding 150 days.

3. I affirm that, to the best of my information and belief, the statements contained herein and in the *Joint Request for Waiver, Motion for Expedited Treatment, and Application for Approval of Addendum No. 3 to an Approved Territorial Agreement* are true and correct.



Mark C. Birk

Subscribed and sworn to before me this 4th day of September, 2019.



Notary Public

My commission expires:

LINDA JAMES
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: February 10, 2022
Commission Number: 14579043

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Joint Application of)
Union Electric Company, d/b/a Ameren Missouri,)
and Farmers Electric Cooperative, Inc., for an Order)
Approving an Addendum to a Territorial Agreement) File No. EO-2020-____
Regarding Service to Customers in Livingston and)
Daviess Counties, Missouri.)

AFFIDAVIT OF ROD COTTON

STATE OF MISSOURI)
) ss
COUNTY OF LIVINGSTON)

Rod Cotton being first duly sworn on his oath, states:

1. My name is Rod Cotton. I work in Chillicothe, Missouri, and I am employed by Farmers' Electric Cooperative, Inc. ("Farmers") as General Manager. I am responsible for the personnel that oversee, among other things, the interactions between Farmers and its customers, including service territory matters.

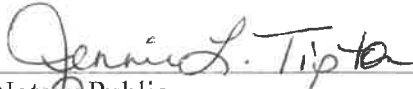
2. Neither Farmers nor any person on its behalf has had any communications with the office of the Commission regarding any substantive issue likely to be an issue in the case initiated by this filing during the preceding 150 days.

3. I affirm that, to the best of my information and belief, the statements contained herein and in the *Joint Request for Waiver, Motion for Expedited Treatment, and Application for Approval of Addendum No. 3 to an Approved Territorial Agreement* are true and correct.



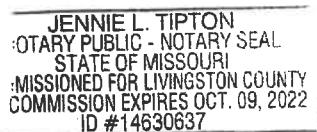
NAME

Subscribed and sworn to before me this 27th day of August, 2019.



Notary Public

My commission expires: 10-09-2022



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

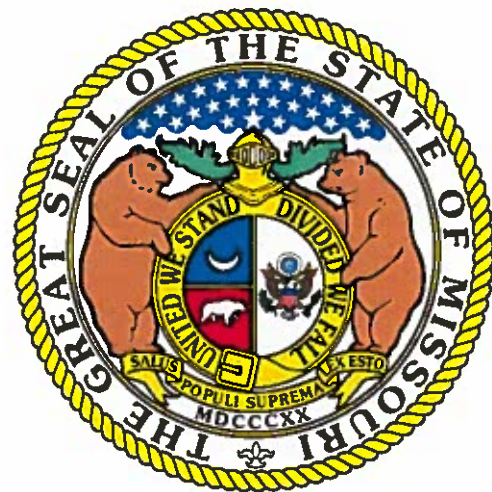
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

AMEREN CORPORATION
00414845

was created under the laws of this State on the 7th day of August, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 19th day of August, 2019.


 Secretary of State



Certification Number: CERT-08192019-0115



DEPARTMENT OF STATE



To all to Whom these Presents shall Come:

I, **Walter H. Toberman**, Secretary of State of the State of Missouri and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of _____

CORPORATE PAPERS

RELATIVE TO

FARMERS' ELECTRIC COOPERATIVE

as the same appears on file _____ and of record _____ in this office.



In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this _____ 8th _____ day of August _____ A. D., Nineteen Hundred and _____ Fifty-seven _____.

Walter H. Toberman
SECRETARY OF STATE

No. 817394

STATE OF MISSOURI

Certificate of



Incorporation

Whereas, An association organized under the name of
FARMERS' ELECTRIC COOPERATIVE

has filed in the office of the Secretary of State Articles of Association or Agreement in writing, as provided by law, and has in all respects complied with the requirements of law governing the formation of Co-operative Associations for

CO-OPERATIVE AGRICULTURAL PURPOSES:

Now, Therefore, I, DWIGHT H. BROWN, Secretary of State of the State of Missouri, in virtue and by authority of law, do hereby certify that said association has, on the date hereof become a body corporate, duly organized under the name of FARMERS' ELECTRIC COOPERATIVE

located at Kemilton

and is entitled to all the rights and privileges granted to Co-operative Associations under the laws of this State for a term of perpetual years, and that the amount of the Capital Stock of said corporation is

Thirty thousand----- Dollars.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 3rd. day of September A. D. Nineteen Hundred and Thirty eight.

Dwight H. Brown
 SECRETARY OF STATE

J. H. Holman
 CHIEF CLERK

ARTICLES OF INCORPORATION
OF
FARMERS' ELECTRIC COOPERATIVE

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 the Cooperative shall be Farmers' Electric Cooperative.

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

NAME	RESIDENCE
Walter L. Warford	Pattonsburg, Missouri
John T. Wyckoff	Cameron, Missouri
R. P. Morrison	Cowgill, Missouri
J. W. Van Olinda	Polo, Missouri
O. C. Dunlap	Hamilton, Missouri
C. E. Kelley	Hamilton, Missouri
T. W. Beed	Breckenridge, Missouri
Ernest Wood	Kingston, Missouri
J. C. Feurt	Jameson, Missouri
T. E. Sanderson	Breckenridge, Missouri
A. L. Dunnington	Gallatin, Missouri
B. L. Munsey	Cameron, Missouri

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

- (a) to generate, manufacture, purchase, acquire and accumulate electric energy for its shareholders and to transmit, distribute, furnish, sell and dispose of such electric energy to its shareholders only, 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 electric transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;
- (b) 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 the Cooperative;
- (c) to purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of any and all real and personal property or any interest therein necessary, useful or appropriate to enable the Cooperative to accomplish any or all of its purposes;

- (d) to assist its shareholders to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and, in connection therewith and for such purposes, to purchase, acquire, lease, sell, distribute, install and repair electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer or otherwise dispose of notes and other evidences of indebtedness and all security therefor;
- (e) to borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the Cooperative; to secure the payment of such bonds, notes or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Cooperative, where-soever situated, acquired or to be acquired; and

(f) to do and perform, either for itself or its shareholders, 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, or as may be permitted by the Act under which the Cooperative is formed.

The enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers of the Cooperative, and the Cooperative shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon cooperatives of the character of this Cooperative by the laws of the State of Missouri now or hereafter in force.

Fourth. The principal place of business of the Cooperative shall be located in the City of Hamilton in the County of Caldwell, State of Missouri.

Fifth. The amount of the authorized capital stock of the Cooperative shall be thirty thousand dollars (\$30,000) divided into six thousand (6,000) shares of the par value of Five Dollars (\$5.00) each. 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 the Cooperative shall provide.

Sixth. The duration of the Cooperative shall be perpetual.

Seventh. The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

- (a) property which in the judgment of the board of directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not

in any one (1) year exceed in value ten per centum (10%) of the value of all of the Property of the Cooperative;

(b) services of all kinds, including electric energy; and

(c) personal property acquired for resale

unless such sale, mortgage, lease, or other disposition or encumbrance is authorized at a meeting of the members by the affirmative vote of at least two-thirds (2/3) of the members voting thereon at such meeting in person or by proxy, and the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the board of directors, without authorization by the members, shall have full power and authority to borrow money from the United States of America, Reconstruction Finance Corporation, or any agency or instrumentality thereof, and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, all upon such terms and conditions as the board of directors shall determine.

IN TESTIMONY WHEREOF, we have hereunto set our hands
this 2 day of September, 1938.

Walter L. Warford

John T. Wyckoff

R. P. Morrison

J. W. Van Olinia

O. C. Dunlap

C. E. Kelley

T. W. Reed

Ernest Wood

J. C. Feurt

T. E. Sanderson

A. L. Dunnington

B. L. Munsey

STATE OF MISSOURI)
COUNTY OF CALDWELL) SS

On this 2nd day of September, 1938, before me personally appeared John T. Wychoff, R. P. Morrison, J. W. VanOlinia, Ernest Wood and C. E. Kelley five of the incorporators who subscribed the foregoing articles of incorporation, to me known to be five of the persons described in and who executed the said instrument and acknowledged that they executed the same as their free act and deed.

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

My commission expires August 19, 1939.

(SEAL)

W. O. Zook
Notary Public

State of Missouri :
 : ss
 County of Caldwell:

I, Stella Hall Thompson, Recorder of Deeds within and for the County and State aforesaid, do hereby certify the attached and foregoing to be a true, complete and correct copy of the Articles of Incorporation of Farmers' Electric Cooperative as the same appears of record in my office in Book 105 at page 229, thereof.

IN WITNESS my hand and the seal of the Circuit Court of Caldwell County, Missouri, at my office in Kingston this 2nd day of September, 1938.



Stella Hall Thompson

 Circuit Clerk & Ex-Officio Recorder of Caldwell County, Missouri.

FILED AND CERTIFICATE OF
 INCORPORATION ISSUED

SEP 3 1938

Dwight H. Brown
 Secretary of State

No. 1936

Articles of Association

Farmers' Electric Cooperatives

Location Hamilton

Capital \$ 30000 and

_____ shares of no par value

For a term of perpetual years.

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

SEP 8 1936

Dwight H. Brown
Secretary of State

2

STATE OF MISSOURI
 CERTIFICATE OF ~~AMENDMENT~~ ^{CONVERSION}



To All to Whom These Presents Shall Come:

I, WILSON BELL, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, do hereby certify that

FARMERS' ELECTRIC COOPERATIVE

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of State its ~~articles of incorporation~~ ^{articles} of conversion into a cooperative, non-profit, membership

corporation pursuant to the Rural Electric Cooperative Act, No. Rev. Statutes 1939, Secs. 5386 et seq.

as provided by Law, and has in all respects complied with the requirements of law governing the conversion of corporations under the Rural Electric Co-operative Act ~~of corporations organized under The General and Business Corporation Act of Missouri.~~

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of

(SEAL)

Jefferson, this 24th day of June, A. D. 1946

Wilson Bell

Secretary of State.

W. D. Davis

Chief Clerk.

ARTICLES OF CONVERSION

of

61779/12

FARMERS' ELECTRIC COOPERATIVE
(Executed pursuant to the
Rural Electric Cooperative
Act, Mo. Rev. Stat. (1939),
Sections 5386 et seq.)

Farmers' Electric Cooperative, for the purpose of becoming converted into a cooperative, non-profit, membership corporation pursuant to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386 et seq., hereby certifies and states as follows:

FIRST: The name of the Corporation prior to its conversion into a cooperative is Farmers' Electric Cooperative.

SECOND: The address of the principal office of the Corporation is Chillicothe, Livingston County, Missouri.

THIRD: The articles of incorporation of the Corporation were filed in the office of the Secretary of State on September 3, 1938.

FOURTH: The Corporation was organized as a cooperative association under Mo. Rev. Stat. (1939), Sections 14406 et seq.

FIFTH: The name assumed by the Corporation is Farmers' Electric Cooperative, Incorporated.

SIXTH: The Corporation elects to become a cooperative, non-profit, membership corporation subject to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386 et seq.

SEVENTH: The manner and basis of converting shares of stock of the Corporation into memberships in the converted corporation after completion of the conversion shall be as follows: Each stockholder of the Corporation shall automatically, upon completion of the conversion, become a member in the converted corporation.

EIGHTH: The board of directors of the Corporation shall constitute the board of directors of the converted corporation and shall hold office until the next following annual meeting of the members, or until their successors shall have been elected and shall have qualified. The names and addresses of the directors

are as follows:

H. W. Brown	Triplett, Missouri
J. M. Colby	Norborne, Missouri
J. S. Hopper	Chillicothe, Missouri
S. M. Kirkpatrick	Hardin, Missouri
R. P. Morrison	Hamilton, Missouri
B. L. Munsey	Cameron, Missouri
S. E. Sidebottom	Meadville, Missouri
Leonard Snyder	Hamilton, Missouri
Turpin Youtsey	Gallatin, Missouri

NINTH: New bylaws for the converted corporation shall be adopted in the first instance by its board of directors. Thereafter, bylaws shall be adopted, amended or repealed by the members.

IN WITNESS WHEREOF, Farmers' Electric Cooperative has caused these articles of conversion to be executed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, this 22nd day of June, 1946.

FARMERS' ELECTRIC COOPERATIVE

By J. S. Hopper
President



(Corporate Seal)

Attest:

R. P. Morrison
Secretary

STATE OF MISSOURI)
) SS
COUNTY OF LIVINGSTON)

On this 22nd day of June, 1946, before me appeared J. S. Hopper, to me personally known, who, being by me duly sworn, did say that he is the President of the Farmers' Electric Cooperative and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its stockholders and board of directors, and said J. S. Hopper acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my notarial seal the day and year last above written.



Louise Olenhouse
Notary Public

My commission expires: February 7, 1947

AFFIDAVIT OF COMPLIANCE WITH SECTION 16
OF THE RURAL ELECTRIC COOPERATIVE ACT

STATE OF MISSOURI)
) SS
COUNTY OF LIVINGSTON)

On this 22nd day of June, 1946, before me appeared J. S. Hopper, to me personally known, who, being by me duly sworn did say that he is President of Farmers' Electric Cooperative and that the provisions of Section 16 of the Rural Electric Cooperative Act, Laws of Missouri (1938), (Section 5402 of Mo. Rev. Stat. (1939)) with respect to the approval of the directors and the stockholders of the Corporation of the proposition for the conversion of the Corporation into a cooperative pursuant to said Section 16, and with respect to the approval of the directors and the stockholders of the Corporation of the foregoing Articles of Conversion, were duly complied with.

J. S. Hopper

President

Subscribed and sworn to before me
this 22nd day of June, 1946.

Clive Tenhouse

Notary Public

My commission expires

February 7, 1947

**FILED and CERTIFICATE
ISSUED**

JUN 24 1946

Meriam Bee

Secretary of State

STATE OF MICHIGAN
JUN 24 1946
ISSUED
FILED FOR CERTIFICATE

61739 1/2

Conversion

Under

REA

FILED and CERTIFICATE
ISSUED

JUN 24 1946

Alvan Bee
Secretary of State

AMENDMENT OF ARTICLES OF INCORPORATION

HONORABLE JAMES C. KIRKPATRICK
 SECRETARY OF STATE
 STATE OF MISSOURI
 JEFFERSON CITY, MISSOURI 65101

Pursuant to the provisions of Section 394.090, Revised Statutes of Missouri, 1969, and amendments thereto, the undersigned Cooperative certifies the following:

(1) The name of the Cooperative is: Farmers' Electric Cooperative, Incorporated.

The name under which it was originally organized was: Farmers' Electric Cooperative.

(2) The address of the principal office of the Cooperative is: P. O. Box 310, Chillicothe, Missouri 64601.

(3) The Articles of Incorporation of the Cooperative were filed in the Office of the Secretary of State on September 3, 1938.

(4) The Certificate of Conversion of the Cooperative was filed in the Office of the Secretary of State on June 24, 1946.

(5) An Amendment to the Cooperative's Articles of Incorporation was adopted by the members at the annual meeting of its members on July 18, 1972.

(6) The Amendment adopted is as follows:

RESOLVED, that Article Seventh of the Articles of Incorporation of the Cooperative be amended by rescinding or deleting all of said Article Seventh and adopting and inserting in lieu thereof a new Article Seventh so that said Article Seventh as amended will read as follows:

"Seventh. The Cooperative may not sell, lease or otherwise dispose of or encumber any of its property other than:

- (a) Property which, in the judgment of the Board of Directors, neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum (10%) of the value of all of the property of the Cooperative; and
- (b) Services of all kinds, including electric energy; and

(c) Personal property acquired for resale unless such sale, lease or other disposition is authorized at a duly held meeting of the members thereof by the affirmative vote of not less than two-thirds of all the members of the Cooperative, and unless the notice of such proposed sale, lease or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, or any other provisions of law, the Board of Directors of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to any bank or other financial institution or organization as permitted by law."

(7) All of the members present, constituting a quorum, voted for the Amendment and none of the members present voted against the Amendment.

IN WITNESS WHEREOF, the undersigned President has executed this instrument and its Secretary has affixed its seal hereto and attested said seal on the 26th day of September, 1972.

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED

By Clyde Young
Clyde Young, President

ATTEST:

Leonard Snyder
Leonard Snyder, Secretary

(SEAL)

STATE OF MISSOURI)
COUNTY OF LIVINGSTON) ss.

I, G. TRENT GANN, a notary public within and for Livingston County, Missouri, do hereby certify that on the 26th day of September, 1972, personally appeared before me

Clyde Young, who, being by me first duly sworn, declared that he is the President of Farmers' Electric Cooperative, Incorporated, that he signed the foregoing instrument as President of the Cooperative, and that the statements therein contained are true.

My commission expires: October 11, 1975.

H. Trent Gamm

Notary Public

FILED AND CERTIFICATE
ISSUED

OCT 4 1972

James E. Simpson

Corporation Dept. SECRETARY OF STATE

AFFIDAVIT OF COMPLIANCE WITH SECTION 394.090,
REVISED STATUTES OF MISSOURI, 1969

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

On this 26th day of September, 1972, before me appeared Clyde Young, to me personally known, who, being by me duly sworn did say that he is President of Farmers' Electric Cooperative, Incorporation and that the provisions of Section 394.090, Revised Statutes of Missouri, 1969, with respect to the approval of the directors and the members of the Corporation to amend its Articles of Incorporation, were duly complied with.

Clyde Young
Clyde Young, President

Subscribed and sworn to before me
this 26th day of September, 1972.

A. Trent Henn
Notary Public

My commission expires:
October 11, 1975

FILED AND CERTIFICATE
ISSUED

OCT 4 1972

James M. Cairns
Corporation Dept. SECRETARY OF STATE

A F F I D A V I T

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

Hardy Wall, President of the meeting of the members of Farmers' Electric Cooperative, Incorporated, a corporation duly incorporated under the laws of the State of Missouri, located at Chillicothe, County of Livingston, State of Missouri, being duly sworn upon his oath, states that at a meeting of the members of said corporation, duly called and notice as to time, place and purpose of said meeting having been given to all members, was held at Chillicothe, Missouri, on the 18th day of July, 1972, at which he acted as Chairman, the Articles of Incorporation were, by a unanimous vote of the members present, amended so that Article Seventh of the Articles of Incorporation would read as follows:

"Seventh. The Cooperative may not sell, lease or otherwise dispose of or encumber any of its property other than:

- (a) Property which, in the judgment of the Board of Directors, neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum (10%) of the value of all of the property of the Cooperative; and
- (b) Services of all kinds, including electric energy; and
- (c) Personal property acquired for resale unless such sale, lease or other disposition is authorized at a duly held meeting of the members thereof by the affirmative vote of not less than two-thirds of all the members of the Cooperative, and unless the notice of such proposed sale, lease or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, or any other provisions of law, the Board of Directors of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well

as the revenues and income therefrom, all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to United States of America or any instrumentality or agency thereof, or to any bank or other financial institution or organization as permitted by law."

H. C. Wall
Hardy Wall
President of the Meeting

(CORPORATE SEAL)

ATTEST:

Leonard Snyder
Leonard Snyder
Secretary of the Meeting

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

On this 26th day of September, 1972, before me personally appeared Hardy Wall, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and, upon being duly sworn, says that the matters and facts stated therein are true.

My commission expires: October 11, 1975 .

A Trent Gamm
Notary Public



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Amendment

I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that
FARMERS' ELECTRIC COOPERATIVE, INCORPORATED

a corporation organized under the Laws of Missouri, has delivered to me and that I have filed its Certificate of Amendment of its Articles of Incorporation; that said Corporation has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation and that said Articles are amended in accordance therewith.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Missouri, at the City of Jefferson, this 4th day of October, A.D. 1972.

James C. Kirkpatrick
Secretary of State

Deputy Secretary of State

RECEIVED OF **FARMERS' ELECTRIC COOPERATIVE, INCORPORATED**
One and no/100 1.00
Dollars, \$

For Credit of General Revenue Fund, on Account of Amendment Fee.

Dorothy Mae Miller
Deputy Collector of Revenue

AMENDMENT OF ARTICLES OF INCORPORATION

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

Pursuant to the provisions of Section 394.090, Revised Statutes of Missouri, 1969, and amendments thereto, the undersigned Cooperative certifies the following:

(1) The name of the Cooperative is: Farmers' Electric Cooperative, Incorporated.

The name under which it was originally organized was: Farmers' Electric Cooperative.

(2) The address of the principal office of the Cooperative is: P. O. Box 310, Chillicothe, Missouri 64601.

(3) The Articles of Incorporation of the Cooperative were filed in the Office of the Secretary of State on September 3, 1938.

(4) The Certificate of Conversion of the Cooperative was filed in the Office of the Secretary of State on June 24, 1946.

(5) An Amendment to the Cooperative's Articles of Incorporation was adopted by the members at the annual meeting of its members on July 19, 1974.

(6) The Amendment adopted is as follows:

RESOLVED, that Article Eighth of the Articles of Incorporation of Farmers' Electric Cooperative, Incorporated be amended by rescinding or deleting all of said Article Eighth and adopting and inserting in lieu thereof a new Article Eighth, which shall read as follows:

"Eighth. The business and affairs of the corporation shall be managed by a board of not less than five directors, each of whom shall be a member of the Cooperative. The Bylaws shall prescribe the number of directors, their qualifications, the manner of holding meetings of the Board of Directors, and the election of successors of directors who shall resign, die or otherwise be incapable of acting. The Bylaws shall also provide for the removal of directors from office and for the election of their successors."

(7) All of the members present, constituting a quorum, voted for the Amendment and none of the members present voted against the Amendment.

IN WITNESS WHEREOF, the undersigned President has executed this instrument and its Secretary has affixed its seal hereto and attested said seal on the 22 day of July, 1974.

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED

By Clyde Young
Clyde Young, President

ATTEST:

Meryl Surber
Meryl Surber, Secretary

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

I, G. TRENT GANN, a notary public within and for Livingston County, Missouri, do hereby certify that on the 22 day of July, 1974, personally appeared before me Clyde Young, who, being by me first duly sworn, declared that he is the President of Farmers' Electric Cooperative, Incorporated, that he signed the foregoing instrument as President of the Cooperative, and that the statements contained therein are true.

My commission expires: OCTOBER 11, 1975.

G. Trent Gann
Notary Public

FILED AND CERTIFICATE
ISSUED

JUL 29 1974

James C. Kirkpatrick
Corporation Dept. SECRETARY OF STATE

A F F I D A V I T

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

Clyde Young, President of the meeting of the members of Farmers' Electric Cooperative, Incorporated, a corporation duly incorporated under the laws of the State of Missouri, located at Chillicothe, County of Livingston, State of Missouri, being duly sworn upon his oath, states that at a meeting of the members of said corporation, duly called and notice as to time, place and purpose of said meeting having been given to all members, was held at Chillicothe, Missouri, on the 19th day of July, 1974, at which he acted as Chairman, the Articles of Incorporation were, by a unanimous vote of the members present, amended so that Article Eighth of the Articles of Incorporation would read as follows:

"Eighth. The business and affairs of the corporation shall be managed by a board of not less than five directors, each of whom shall be a member of the Cooperative. The Bylaws shall prescribe the number of directors, their qualifications, the manner of holding meetings of the Board of Directors, and the election of successors of directors who shall resign, die or otherwise be incapable of acting. The Bylaws shall also provide for the removal of directors from office and for the election of their successors."

Clyde Young

Clyde Young
President of the Meeting

(CORPORATE SEAL)

ATTEST:

Meryl Surber

Meryl Surber
Secretary of the Meeting

FILED

JUL 29 1974

James Fairbanks

SECRETARY OF STATE

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

On this 22 day of July, 1974, before me personally appeared Clyde Young, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and, upon being duly sworn, says that the matters and facts stated therein are true.

My commission expires: OCTOBER 11, 1975.

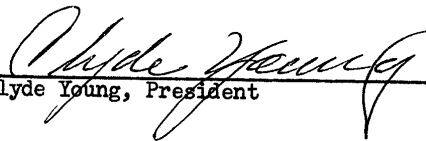
H. Trent Gann

Notary Public

AFFIDAVIT OF COMPLIANCE WITH SECTION 394.090,
REVISED STATUTES OF MISSOURI, 1969

STATE OF MISSOURI)
) ss.
COUNTY OF LIVINGSTON)

On this 22 day of July, 1974, before me appeared Clyde Young, to me personally known, who, being by me duly sworn did say that he is President of Farmers' Electric Cooperative, Incorporated and that the provisions of Section 394.090, Revised Statutes of Missouri, 1969, with respect to the approval of the directors and the members of the Corporation to amend its Articles of Incorporation, were duly complied with.


Clyde Young, President

Subscribed and sworn to before me this
22 day of July, 1974.


Notary Public

My commission expires:

OCTOBER 11, 1975

FILED

JUL 29 1974


SECRETARY OF STATE



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Amendment

I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED

a corporation organized under the Laws of Missouri, has delivered to me and that I have filed its Certificate of Amendment of its Articles of Incorporation; that said Corporation has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation and that said Articles are amended in accordance therewith.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Missouri, at the City of Jefferson, this 30th day of July, A.D. 1974.

James C. Kirkpatrick
Secretary of State

Deputy Secretary of State

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED

RECEIVED OF:

One and no/100 ----- Dollars, \$ 1.00

For Credit of General Revenue Fund, on Account of Amendment Fee.

Dorah Mae Miller
Deputy Collector of Revenue

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
 CERTIFICATE OF GOOD STANDING

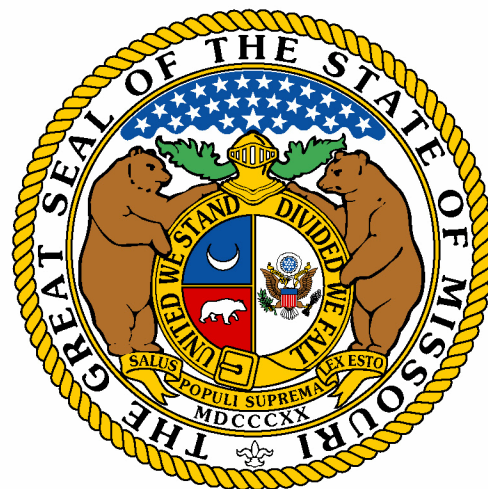
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED
Q00061739B

was created under the laws of this State on the 3rd day of September, 1938, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of April, 2019.


 Secretary of State



Certification Number: CERT-04242019-0040

Click and drag to rotate, or click "N" to reset to north

APPENDIX 8



Ameren UE line

Farmers' Electric

Curtis service

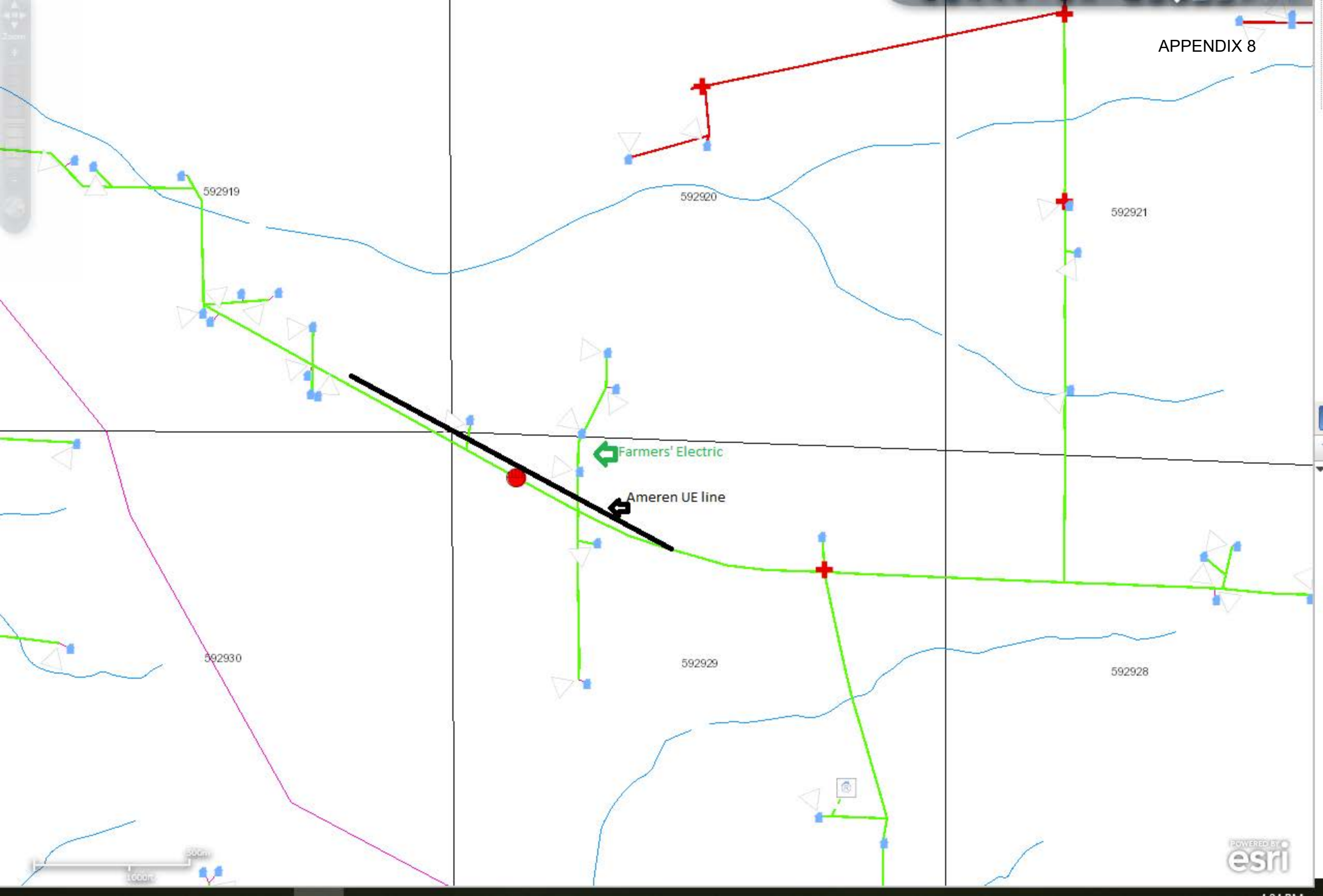
© 2018 Google

Google Earth

1996

Imagery Date: 3/11/2015 39°54'10.13" N 94°10'50.41" W elev 969 ft eye alt 5871 ft

4:21 PM 8/27/2019



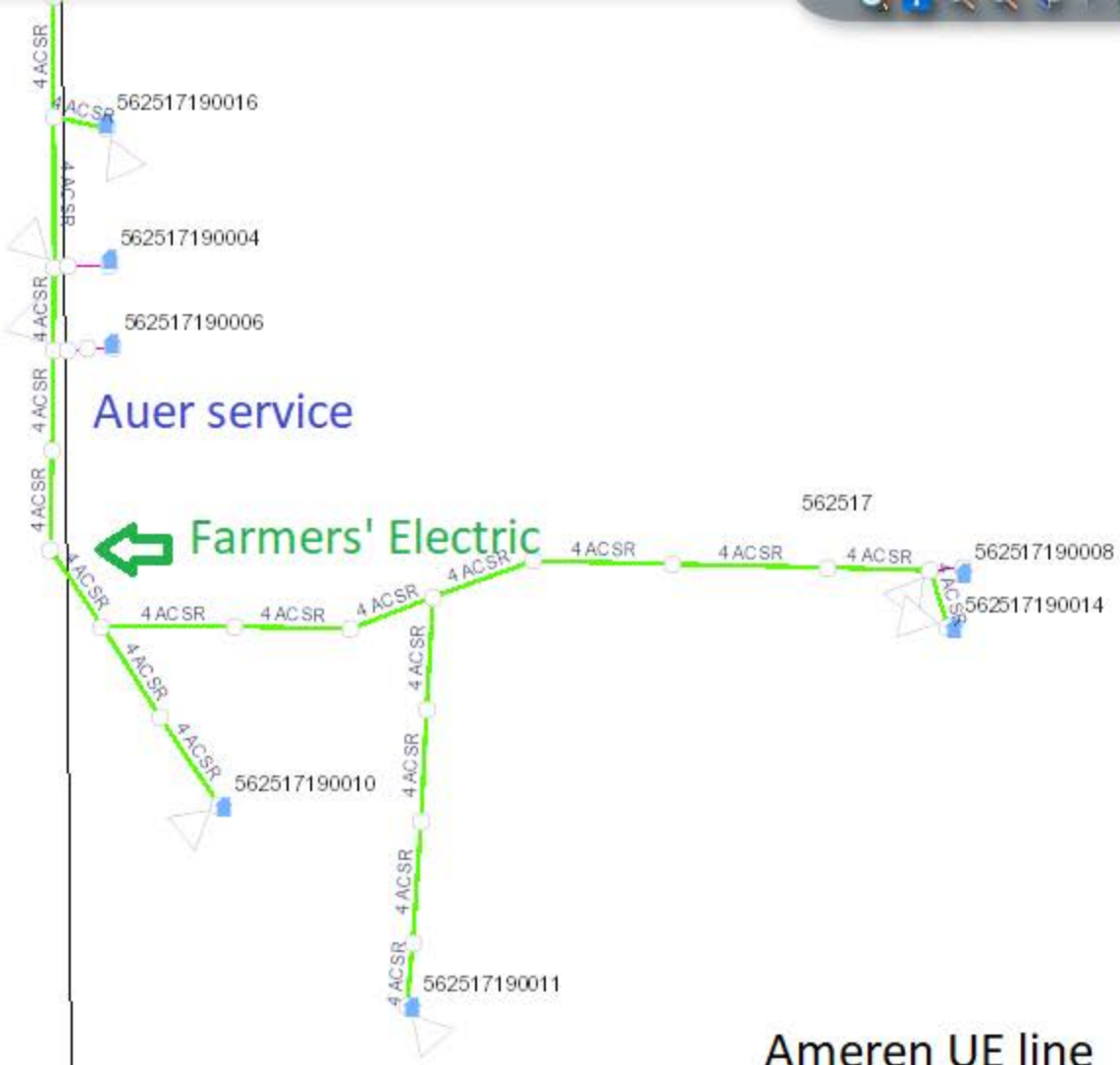
Auer service

Farmers' Electric

Ameren UE line



562518



562519

Ameren UE line

562520



MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 15

CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 15

APPLYING TO MISSOURI SERVICE AREA

MISSOURI SERVICE AREAS (Cont'd.)

CRAWFORD COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
35 North	2 West	15
36 North	2 West	1
40 North	4 West	16, 17, 18, 19, 20, 21
40 North	5 West	13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

DAVIESS COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
58 North	28 West	6, 7, 18, 19, 30, 31, <u>Δ5</u> , <u>8</u> , <u>17</u> , <u>20</u> , <u>29</u> , <u>32</u>
58 North	29 West	1, 2, 3, 4, 12, 13, 24, 25, 34, 36, <u>Δ5</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>14</u> , <u>23</u> , <u>26</u> , <u>35</u>
59 North	28 West	30, 31, <u>Δ19</u> , <u>20</u> , <u>29</u> , <u>32</u>
59 North	29 West	7, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, <u>29</u> , 30, 33, 34, 35, 36, <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>21</u> , <u>31</u> , <u>32</u>
60 North	27 West	<u>Δ7</u> , <u>8</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>29</u> , <u>30</u>
60 North	28 West	<u>Δ7</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>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>
60 North	29 West	<u>Δ10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</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>
61 North	27 West	<u>Δ6</u> , <u>7</u> , <u>18</u>
61 North	28 West	31, <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>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>28</u> , <u>29</u> , <u>30</u>
61 North	29 West	6, 7, 18, <u>Δ1</u> , <u>2</u> , <u>4</u> , <u>5</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>17</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>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
62 North	27 West	<u>Δ31</u>
62 North	28 West	<u>Δ31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
62 North	29 West	<u>Δ31</u> , <u>32</u>

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Daviess County is limited by the terms of the Territorial Agreement between Company and Farmers' Electric Cooperative approved in Case No. EO-98-511, as amended by the Third Amendment to the Territorial Agreement as approved in Case No. EO-2020-XXXX.

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Michael Moehn President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 24

CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 24

APPLYING TO MISSOURI SERVICE AREA

MISSOURI SERVICE AREAS (Cont'd.)

LINN COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
59 North	18 West	1, 2, 11, 12, 13, 14
59 North	19 West	31
59 North	20 West	28, 29, 30, 31, 32, 33, 34, 35, 36
59 North	21 West	36
60 North	18 West	35, 36

LIVINGSTON COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
56 North	24 West	5, 6, 7, 8, 17, 18, <u>Δ4</u> , <u>9</u> , <u>16</u> , <u>19</u> , <u>20</u> , <u>21</u>
56 North	25 West	1, 9, 10, 11, 12, 13, 14, 15, 16, <u>17</u> , 18, 19, 20, 21, 22, 27, 28, 29, 30, <u>Δ2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>7</u> , <u>8</u> , <u>23</u> , <u>24</u> , <u>26</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u>
57 North	22 West	<u>Δ4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>16</u> , <u>17</u> , <u>18</u>
57 North	23 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</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>17</u> , and southern one-half of <u>19</u>
57 North	24 West	17, 18, 19, 20, 29, 30, 31, 32, <u>Δ9</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</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>33</u>
57 North	25 West	16, 17, 20, 21, 36, <u>Δ6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>18</u> , <u>19</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>35</u>
58 North	22 West	<u>Δ28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u>
58 North	23 West	<u>Δ25</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Livingston County is limited by the terms of the Territorial Agreement between Company and Farmers' Electric Cooperative approved in Case No. EO-98-511, as amended by the Third Amendment to the Territorial Agreement as approved in Case No. EO-2020-XXXX.

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Michael Moehn President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

State of Missouri)
)
Livingston County)

Affidavit of GARY AND DONNA CURTIS

We, Gary and Donna Curtis, being first duly sworn and on our oath, state:

1. Our names are Gary Curtis and Donna Curtis. The structure at which we wish to receive electric service is located at 26060 112th Street, Winston, Missouri.
2. We have requested Farmers Electric Cooperative, Inc. ("Cooperative") to provide electric service to our structure located at 26060 112th Street, Winston, Missouri. We understand that Union Electric Company d/b/a Ameren Missouri ("Company") is unable to provide electric service in an economically efficient manner, that it would have to duplicate facilities, as well as cross over facilities, already located in the immediate vicinity by Cooperative, and that these factors combined impact the public interest the provision of service to our structure.
3. We acknowledge that both Cooperative and Company have notified us that Cooperative can provide service to the structure only by an Addendum to a Territorial Agreement, because such service would be an exception to the existing Territorial Agreement boundaries that were previously agreed to by Cooperative and Company and were approved by the Missouri Public Service Commission. Cooperative and Company have also notified us that this Addendum also requires consent of all parties and approval by the Missouri Public Service Commission.
4. We desire and consent to have Cooperative provide electric service to our structure located at 26060 112th Street, Winston, Missouri. We also understand that both Cooperative and Company consent to this service agreement and have agreed to prepare an Addendum to the Territorial Agreement allowing our structure to be served by Cooperative.
5. We desire and request that the Missouri Public Service Commission approve the Addendum to the Territorial Agreement as soon as possible.

Gary A Curtis
Gary Curtis

Donna M. Curtis
Donna Curtis

Subscribed and sworn to before me this 23rd day of Aug, 2019.

Jackie D. Shafer
Notary Public



State of Missouri)
)
Livingston County)

Affidavit of CLAUDIA AUER

I, Claudia Auer, being first duly sworn and on my oath, state:

1. My name is Claudia Auer. The structure at which I wish to receive electric service is located at 2280 Highway DD, Ludlow, Missouri.

2. I have requested Farmers Electric Cooperative, Inc. ("Cooperative") to provide electric service to my new structure located at 2280 Highway DD, Ludlow, Missouri. I understand that Union Electric Company d/b/a Ameren Missouri ("Company") is unable to provide electric service in an economically efficient manner, that it would have to duplicate facilities, as well as cross over facilities, already located in the immediate vicinity by Cooperative, and that these factors combined impact the public interest the provision of service to my structure.

3. I acknowledge that both Cooperative and Company have notified me that Cooperative can provide service to the structure only by an addendum to a Territorial Agreement, because such service would be an exception to the existing Territorial Agreement boundaries that were previously agreed to by Cooperative and Company and were approved by the Missouri Public Service Commission. Cooperative and Company have also notified me that this Addendum also requires consent of all parties and approval by the Missouri Public Service Commission.

4. I desire and consent to have Cooperative provide electric service to my structure located at 2280 Highway DD, Ludlow, Missouri. I also understand that both Cooperative and Company consent to this service agreement and have agreed to prepare an Addendum to their Territorial Agreement allowing my structure to be served by Cooperative.

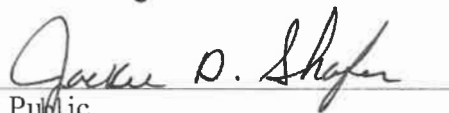
5. I desire and request that the Missouri Public Service Commission approve the Addendum to the Territorial Agreement as soon as possible.



Claudia Auer

Subscribed and sworn to before me this 27th day of Aug, 2019.





Notary Public