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One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

August 1, 2002

Via Federal Express

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Governor Office Building
200 Madison Street, Suite 100
Jefferson City, MO 65101



Re: In the Matter of the Application of UNION ELECTRIC
COMPANY d/b/a AmerenUE for an order authorizing Applicant
to convey to and lease back from the City of Bowling Green,
Missouri certain real property and improvements and to
execute and perform the necessary agreements under Section
100.010 through 100.200 RSMo. for the purpose of
constructing Applicant's electric generating facility in Bowling
Green, Missouri
Case No. _____

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are an original and
eight (8) copies of the Application of AmerenUE.

Please kindly acknowledge receipt of this filing by stamping as filed a
copy of this letter and returning it to the undersigned in the enclosed, self-
addressed, stamped envelope.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ronald S. Gieseke", written over a horizontal line.

Ronald S. Gieseke
Associate General Counsel

RSG:acs

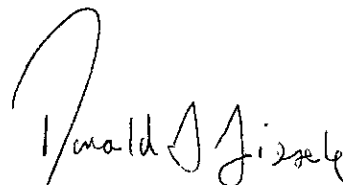
Enclosures

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was sent by overnight mail via Federal Express to the following parties on this 1st day of August, 2002.

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

A handwritten signature in cursive script, reading "Ronald S. Gieseke", written over a horizontal line.

Ronald S. Gieseke

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of UNION)	
ELECTRIC COMPANY d/b/a AmerenUE)	
for an order authorizing Applicant to convey to)	
and lease back from the City of Bowling Green,)	Case No.
Missouri certain real property and improvements)	
and to execute and perform the necessary)	
agreements under Section 100.010 through)	
100.200 RSMo. for the purpose of constructing)	
Applicant's electric generating facility in)	
Bowling Green, Missouri)	

APPLICATION

COMES NOW Union Electric Company d/b/a AmerenUE (the "Applicant"), and pursuant to Sections 393.180, 393.190 and 393.200, RSMo. and 4 CSR 240-2.060 of the Rules of Practice and Procedure of the Missouri Public Service Commission (the "Commission"), requests the Commission to enter its order authorizing the Applicant to convey to and lease back from the City of Bowling Green, Missouri (the "City") certain land and improvements and to issue, execute and perform the necessary agreements and instruments (including such that constitute evidence of the Applicant's indebtedness) under Sections 100.010 through 100.200 RSMo. and Article VI Section 27(b) of the Missouri Constitution (the "Act") for the purpose of the Applicant's construction of an electric generating facility in the City. In support thereof, the Applicant states as follows:

1. The Applicant is a corporation doing business under the fictitious name of AmerenUE, duly organized and existing under Missouri law, with its principal place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. The Applicant is a public utility which provides electric and gas utility services in portions of Missouri and is subject to the jurisdiction of this Commission. In addition, the Applicant provides electric and gas utility services in portions of Illinois and is subject to the jurisdiction of the Illinois Commerce Commission. The Applicant is a

subsidiary of Ameren Corporation which is a registered public utility holding company under the Public Utility Holding Company Act of 1935 ("PUHCA"). The Applicant has previously filed with the Commission in Case No. GO-98-486 a Fictitious Name Registration as filed with the Missouri Secretary of State's Office and said document is incorporated by reference herein. The Applicant's Certificate of Good Standing from the Missouri Secretary of State's Office is attached hereto as Exhibit 1 and made a part hereof. The Applicant has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. No annual report or assessment fees are overdue.

2. Communications in regard to this Application should be addressed to Ronald S. Gieseke and Ronald K. Evans, Attorneys for the Applicant, whose address is Ameren Services Company, P. O. Box 66149 (MC1310), St. Louis, Missouri 63166-6149.

3. The Applicant has constructed a new electric generating facility consisting of four 47 megawatt combustion turbine generating units, fueled primarily by natural gas with fuel oil as a back-up, in the City (the "Project"). In order to provide a financing structure and economic incentives to construct the Project in the City, the Applicant entered into a Pre-Annexation and Development Agreement (the "Grant Agreement") dated as of November 9, 2001 with the City, which provides, among other things, that (a) the Applicant will convey certain land (the "Site") and any improvements located thereon, including the four combustion turbine generating units to the City in exchange for the issuance by the City of its taxable industrial development revenue bond in a principal amount not to exceed \$125,000,000 (the "Bond") and (b) the City will lease the Site and the Project to the Applicant for a term of approximately 20 years. The switchyard and the transmission lines at the Site and the Project will not be part of the Lease, but rather remain in the name of the Applicant. The Grant Agreement is attached hereto as Exhibit 2 and made a part hereof.

4. Pursuant to the Act, the City is authorized to issue revenue bonds to promote the economic development of the City. The Bond will be issued by the City pursuant to the Act and a Trust Indenture between the City and a corporate trustee (Commerce Bank). The Applicant will purchase the Bond. The principal amount of the Bond when issued will equal the amounts advanced by the Applicant to fund the costs to acquire the Site and construct the Project and transferred to the City by the Applicant. The Trust Indenture will provide the specific terms of the Bond, including a final maturity of twenty (20) years and an interest rate of 5.15%. The Trust Indenture will also specify the terms and details of the Bond and will contain various provisions, covenants and agreements to protect the security of the bondholders (initially the Applicant), including the following: (a) pledging and assigning the rents, revenues and receipts of the City derived from the Site and the Project to secure the payment of the Bond; (b) describing the redemption provisions and other features of the Bond; (c) setting forth the form of the Bond; (d) establishing the various funds and accounts to handle the Bond proceeds and revenues of the Project and setting forth covenants regarding the administration and investment of such funds and accounts by the trustee bank; (e) setting forth the duties of the trustee bank; (f) defining events of default and provisions for enforcing the rights and remedies of the bondholder in such events; and (g) restricting the issuance of additional bonds and the terms upon which the same may be issued and secured. The Bond will be a special limited obligation of the City payable solely from the rental payments to be made by the Applicant pursuant to the lease described herein, and in the event of a default by the Applicant, the rents, revenues and receipts of the City derived from the Site and the Project. The Bond will also be secured by a Deed of Trust and Security Agreement granted by the City encumbering the Site and the Project. The interest on the Bond will be subject to federal and state income taxes.

5. The Applicant will transfer the Site and the Project to the City pursuant to a Special Warranty Deed and a Bill of Sale in substantially the form of documents attached hereto as Exhibit 3 and made a part hereof. Concurrently with the issuance of the Bond, the City will lease the Site and Project

constructed on the Site to the Applicant pursuant to a Lease Agreement (the "Lease") between the City and the Applicant. The Lease term will be the same as the final maturity of the Bond and will be a net lease, with the Applicant being responsible for rental payments in an amount sufficient to pay the debt service on the Bond, equal to approximately \$9.2 million. The Applicant will be responsible to maintain, insure, operate and pay any taxes related to the Project. The Applicant will have the option, at any time during the term of the Lease, at the expiration of the twenty-year Lease or if there is an early termination of the Grant Agreement, to purchase the City's interest in the Project and the Site upon providing for the payment of the principal of and interest on the Bond and the payment of a nominal fee to the City.

During the term of the Lease, the Applicant: (a) will be responsible to operate and control the Site and the Project; (b) has the right, at its own expense, to make certain additions, modifications or improvements to the Site and the Project; (c) may assign its interests under the agreement or sublease the Site and the Project while remaining responsible for payments under the Lease; (d) covenants to maintain its corporate existence during the term of the Bond; and (e) agrees to indemnify the City for any liability the City might incur as a result of its participation in the transaction. The Applicant will record the Lease as a capital lease on its accounting books and records.

6. While the Applicant acknowledges that the Lease is technically an "evidence of indebtedness" pursuant to Sections 393.180 and 393.200 RSMo. (and, as such, the Applicant seeks the Commission's authority to proceed thereunder), the Applicant states that no additional permanent capital is raised as a result of entering into the Lease. The proposed transfer and lease arrangement of the Site and the Project is being utilized to provide economic incentives to the City. The City's ownership of the Site and the Project during the term of the Bond and the Lease is expected to result in property tax savings to the Applicant of approximately \$1.9 million annually, offset by annual grant payments in the amount of \$200,000 for twenty years to be made by the Applicant to the City as provided in the Grant Agreement. A portion of each grant payment is expected to be distributed to local taxing jurisdictions at the option of

the City. A schedule showing the tax savings to the Applicant, as well as the impact on the tax revenues of the various jurisdictions where the Project and Site are located pursuant to 4CSR 240-2.060 (7) (F), are attached hereto as Exhibit 4 and made a part hereof. Because grant payments are being allocated to the political subdivisions by the City, the impact on other taxing jurisdictions is not known by the Applicant. The proposed arrangement will not be detrimental to the public interest but advantageous to the interests of the Applicant and its service to customers, and the public will be inconvenienced hereby, as a result of such savings.

7. A five-year capitalization expenditure schedule is not being filed with this Application because, as explained in paragraph 6 above, the Applicant is not raising additional long-term capital as part of this transaction.

8. No fee would be required pursuant to Section 386.300-2 RSMo because the proposed issuance of an evidence of indebtedness will not in effect result in additional borrowings by the Applicant.

9. A balance sheet and income statement of the Applicant as of March 31, 2002 (with adjustments showing the effects of the proposed transaction), as specified in 4 CSR 240-2.060(11)(E), are attached hereto as Exhibit 5 and made a part hereof.

10. The capitalization ratios of the Applicant as of March 31, 2002 were: long-term debt and unamortized discount and premium – 37.9 percent; preferred stock – 3.4 percent; and common equity – 58.7 percent. Giving effect to the financial transactions noted in Exhibit 5, the capitalization ratios as of March 31, 2002 would be: long-term debt and unamortized discount and premium-39.3 percent; preferred stock-3.4 percent; and common equity-57.3 percent.

11. Certified copy of resolutions of the Board of Directors of the Applicant with respect to the proposed transaction are attached hereto as Exhibit 6.

12. The following exhibits are also submitted to the Commission:

Exhibit 7 - Form of Trust Indenture to be entered into between the City and the Trustee; and

Exhibit 8 - Form of Lease Agreement to be entered into between the Applicant and the City.

Exhibit 9 – Form of Bond to be issued by the City.

Exhibit 10 – Form of Bond Purchase Agreement to be entered into between the Applicant and the City.

Exhibit 11 – Form of Deed of Trust and Security Agreement to be entered into between the Trustee and the City.

In addition, to illustrate the proposed transaction more fully described in paragraphs 3-6 above, Applicant attaches hereto as Exhibit 12 a “Conceptual Overview” of the arrangement.

13. The current time schedule provides for the closing of the proposed transaction in November, 2002. To accommodate this schedule, the Applicant requests the Commission to issue an order effective on or before October 15, 2002.

WHEREFORE, for all the foregoing reasons, the Applicant respectfully requests the Commission to issue its order as follows:

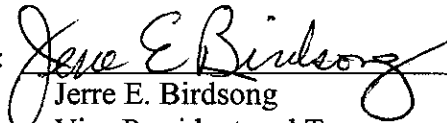
- (i) authorize the Applicant to convey to and lease back from the City the Project and the Site;
- (ii) authorize the Applicant to issue, execute and perform the necessary agreements and instruments (including such that constitute evidence of the Applicant’s indebtedness) under the Act for the purpose of constructing the Applicant's electric generating facility in the City; and
- (iii) authorize the Applicant to do any and all other things incidental, necessary or appropriate to the performance of any and all acts specifically to be authorized in such order or orders; and

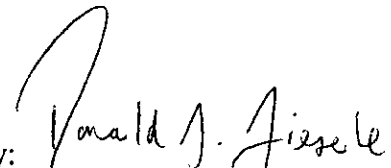
that the Commission make such other order or orders as it may deem just and proper.

Dated at St. Louis, Missouri, this 15th day of August, 2002.

Respectfully submitted,

UNION ELECTRIC COMPANY
d/b/a AMERENUE

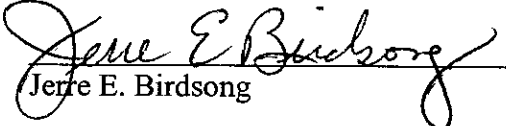
By: 
Jerre E. Birdsong
Vice President and Treasurer

By: 
Ronald S. Gieseke MBE# 31054
Ronald K. Evans MBE# 22597
Ameren Services Company
One Ameren Plaza
1901 Chouteau Avenue
P.O. Box 66149 (M/C 1310)
St. Louis, MO 63166-6149
(314) 554-4198; rgieseke@ameren.com
(314) 554-2156; revans@ameren.com
(314) 554-4014 (fax)

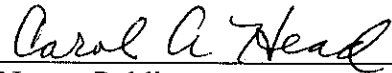
Attorneys for Applicant
Union Electric Company d/b/a AmerenUE

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

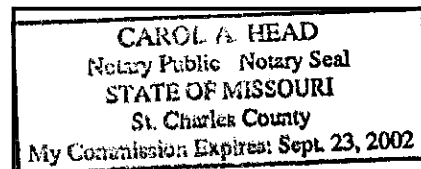
I, Jerre E. Birdsong, first being duly sworn upon oath depose and say that I am a Vice President and Treasurer of Union Electric Company, d/b/a AmerenUE, a Missouri corporation; that I have read the above and foregoing Application by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.


Jerre E. Birdsong

Subscribed and sworn to before me this 1st day of August, 2002.


Notary Public

My Commission Expires: 9-23-2002



No. 00040441

STATE OF MISSOURI



Matt Blunt
Secretary of State

CORPORATION DIVISION

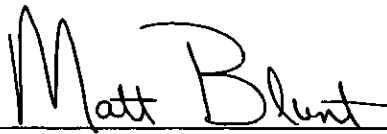
CERTIFICATE OF CORPORATE GOOD STANDING

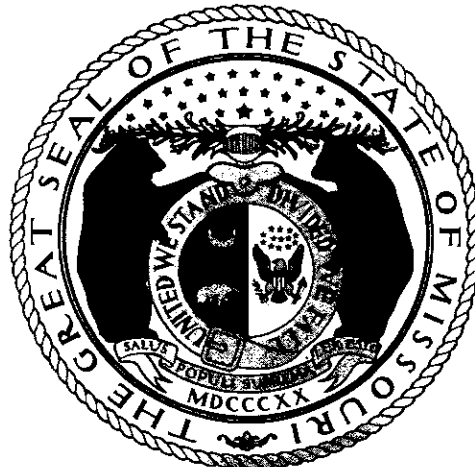
I, MATT BLUNT, Secretary of State of the State of Missouri,
do hereby certify that the records in my office and in my
care and custody reveal that

UNION ELECTRIC COMPANY

was incorporated under the laws of this State on the 21st
day of NOVEMBER, 1922, and is in good standing, having fully
complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
31st day of JULY, 2002.


Secretary of State



PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is made as of this 9th day of November 2001 (the "Effective Date") by and between the CITY OF BOWLING GREEN, a city of the fourth class and political subdivision of the State of Missouri for governmental, political and public purposes located in Pike County, Missouri (the "City"), and UNION ELECTRIC COMPANY d/b/a AMERENUE, a Missouri corporation having a principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103, Missouri ("AmerenUE").

WHEREAS, the City is a political subdivision organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, Section 349.012 of the Revised Statutes of Missouri, as amended authorizes the governing body of any municipality to promote commercial and industrial development and, in order to achieve such promotion, to engage in any activities which it deems necessary and Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended authorize municipalities to contract with any private person, firm, association, or corporation for the planning, development, construction, acquisition, or operation of any public improvement or joint service, the subject and purposes of which are within the scope of the powers of such municipality; and

WHEREAS, the City is further authorized under Article VI, Section 27(b) of the Constitution of the State and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "IDB Act") to issue and sell revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing or improving any project to be leased to a private person or corporation for industrial development purposes; and

WHEREAS, AmerenUE is currently investigating the viability of and intends to build or cause to be built, in one or more phases, additional electric power generating facilities on certain real property located in Pike County, Missouri (the "Property") including the building, fixtures, machinery and equipment related thereto but excluding materials and supplies, fuel inventory and vehicles (collectively, the "Project"); and

WHEREAS, AmerenUE desires that the City annex the Property, cooperate with AmerenUE to provide water and sewer services for the benefit of the Project, and issue revenue bonds to finance the Project and, while such bonds are outstanding, to own the Project and lease the Project to AmerenUE or an Affiliate, or another permitted entity which would in turn lease the Project to AmerenUE; and

WHEREAS, the construction and the completion of the Project would not be anticipated without the City assistance and financing contemplated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"Acts" shall mean collectively Article VI, section 27(b) of the Missouri constitution and sections 70.210 through 70.220, 100.010 through 100.200, and 349.012 of the Revised Statutes of Missouri, as from time to time amended.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Ameren Corporation, the parent company of AmerenUE.

"Approved Purchaser" shall mean such purchaser or purchasers as may be acceptable to AmerenUE and reasonably acceptable to the City that acquires the Bonds and provides for the Lender Financing.

"Bonds" shall mean any revenue bonds or other obligations issued by or behalf of the City in furtherance of the Project and in accordance with this Agreement and with the IDB Act.

"Bond Documents" shall mean the form of the Bonds, the indenture of trust, the Lease and other transactional documents necessary or convenient to allow the City to issue and secure the Bonds for the financing of the Project as contemplated in this Agreement.

"City Administrator" shall mean the duly appointed City Administrator of the City of Bowling Green, Missouri.

"Closing" shall mean the exercise by AmerenUE or any Affiliate of a certain option to purchase the Property currently held by or for the benefit of AmerenUE.

"Financing Document" means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party.

"Financing Party" means any person or entity providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such person's behalf.

“Grant” or “Grants” shall mean payments made by AmerenUE to the City pursuant to **Sections 5.04(b) and 5.04(c)** of this Agreement.

“Lease” means the lease purchase agreement between the City and AmerenUE related to the financing of the Project.

“Leasehold Mortgage” shall mean any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 5.02** hereof.

“Lender Financing” shall mean the proceeds or the funds from the issuance of the Bonds to the Approved Purchaser(s) of the Bonds used to pay for costs of the Project or pursuant to any Financing Document with a Financing Party.

“Mayor” shall mean the duly elected and serving Mayor of the City of Bowling Green, Missouri.

“Preliminary Funds” shall mean the sum of Fifteen Thousand Dollars (\$15,000.00) to be provided by AmerenUE and used by the City as set forth in **Article II** of this Agreement.

“Project” shall mean electric generating facilities constructed and installed on the Property pursuant to this Agreement including, without limitation, the building, fixtures, machinery and equipment related thereto but excluding materials and supplies, fuel, inventory and vehicles.

“Property” shall mean certain real property situated in Pike County, Missouri and more particularly described in **Exhibit A** to this Agreement.

ARTICLE II

PRELIMINARY FUNDING

Section 2.01. Advance Funds. City hereby acknowledges receipt from AmerenUE of the Preliminary Funds to be used by the City to pay costs incurred by the City in connection with the preparation and review of this Agreement, with the undertaking of the annexation as described in **Article III** of this Agreement and with the financing and development of the Project, but not including costs of issuance of the Bonds which shall be paid from Bond proceeds. The City shall deposit the Preliminary Funds in an interest bearing account and shall allocate and use the Preliminary Funds as a source of payment of actual costs incurred by the City for all legal, consulting, and administrative costs of the City incurred pursuant to this **Article II**.

Section 2.02. Disbursements. The City shall disburse the Preliminary Funds to pay costs for the work set forth in **Section 2.01** of this Agreement on a monthly basis for any month in which such costs are actually incurred by the City. Disbursements shall be made only upon receipt of: (i) invoices for work reasonably and actually performed by attorneys and consultants selected by the City in the City’s sole discretion; (ii) receipts for any and all necessary direct out of pocket expenditures incurred by the attorneys and consultants in connection with such work;

and (iii) such other supporting documentation as may be requested by the City (collectively, a "Disbursement Request"); *provided that* any invoice or portion thereof or supporting documentation of the selected attorneys as part of a Disbursement Request shall at all times be and remain subject to attorney-client and attorney work product privilege and nothing in this Agreement shall be construed to be a waiver of attorney-client and attorney work product privilege by the City. The City Administrator shall examine each Disbursement Request and all disbursements made by the City shall be over the signature of the Mayor. The City shall use reasonable care in ascertaining that all amounts charged to the City pursuant to each Disbursement Request are fair and reasonable amounts for the work represented on each Disbursement Request. Within ten (10) days after the City receives a Disbursement Request, the City shall forward a summary of such Disbursement Request to AmerenUE. In the event that AmerenUE has questions regarding any such Disbursement Request, AmerenUE shall direct such questions to the City Administrator; *provided, however*, that the City shall not be required to obtain AmerenUE's approval for payment of any Disbursement Request.

Section 2.03. Remaining Balances. In the event AmerenUE elects not to proceed with the Project pursuant to this Agreement, AmerenUE shall provide notice of such election to the City and the City shall pay AmerenUE within forty-five (45) days of the receipt of such notice the then-existing balance of the Preliminary Funds remaining after the City's payment of any invoices for work performed by any attorney or contractor through the date of receipt of such notice. Any Preliminary Fund balances remaining after all payments by the City for all work specified in **Section 2.01** of this Agreement shall be promptly returned to AmerenUE.

ARTICLE III

ANNEXATION

Section 3.01. Annexation Petition. Within thirty (30) days of Closing, but in no event later than sixty (60) days from the Effective Date, AmerenUE or an Affiliate, as applicable shall submit or shall cause to be submitted to the City a verified petition in accordance with Chapter 71 of the Revised Statutes of Missouri, as amended requesting voluntary annexation of the Property.

Section 3.02. Annexation of the Property. As soon as practicable after receipt of the Petition, the City shall take any and all reasonable steps and use its best efforts, in accordance with applicable law, to annex the Property. The City further agrees to use the City's best efforts to annex the portion of County Highway 43 north of the existing limits or boundaries of the City and such other property necessary to provide public access to the Project on streets or roads governed by the City. At all times during the pendency of such annexation proceedings, AmerenUE shall cooperate with the City to effect the annexation of the Property within the territorial jurisdiction of the City and shall forbear any actions, public statements, or public communications inconsistent with the objectives of this **Article III**.

ARTICLE IV

THE PROJECT

Section 4.01. Initiation of the Project. Prior to issuance of Bonds, AmerenUE will develop certain plans and specifications pursuant to which the Project will be constructed. Such plans and specifications shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and shall be in conformity with all applicable state and local laws, ordinances, and regulations. AmerenUE hereby agrees to permit the City to inspect such plans and specifications upon the City's reasonable request. The parties hereto acknowledge and agree that prior to the issuance of any Bonds by the City, AmerenUE may notify the City in writing of its election not to finance the Project with the proceeds of the Bonds pursuant to the Act, at which time this Agreement shall terminate. Upon issuance of the Bonds, AmerenUE shall construct or cause to be constructed the Project in accordance with the plans and specifications prepared pursuant to this **Section 4.01**. In constructing or causing the construction of the Project may enter into one or more construction contracts; *provided that* prior to the commencement of any construction AmerenUE shall obtain or shall ensure that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects and shall ensure that the insurance required is maintained by any such contractor for the duration of the construction of the Project. To the extent that competitive bidding and award requirements and prevailing wage or other wage and hour statutes or requirements apply to the Project or any portion thereof, AmerenUE covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements. Upon completion of the Project AmerenUE shall convey unencumbered fee simple title to the completed Project to the City and the City shall lease the Project to AmerenUE for a term coterminous with the term of the Bonds, all in accordance with terms and conditions set forth in the Bond Documents.

Section 4.02. Project Budget. AmerenUE estimates that the Project, more particularly described on **Exhibit B** hereto, will cost approximately \$100,000,000. Such costs shall be funded from any combination of equity, Lender Financing and other financing, with the combination of such funding determined in the sole and absolute discretion of AmerenUE.

Section 4.03. City Approvals. The City intends that this Agreement shall constitute the City's plan for industrial development and for the Project in accordance with requirements of sections 100.040 and 100.050 of the Revised Statutes of Missouri, as amended and that the duly authorized execution of this Agreement by the City shall evidence the approval by the governing body of the City of such plans; *provided that* the approval of the Project granted by the City pursuant to this Agreement shall not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Property or any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement. The City agrees that

the City will not adopt or approve any ordinance, code, or regulation not in force and effect on the Effective Date which would materially adversely affect the Project and which would exclude or exempt other similarly situated properties or facilities within the City.

Section 4.04. Permit Fees. In connection with the Project, AmerenUE shall be obligated to pay only those Project, permit, engineering, tap on, inspection and similar fees that are assessed on a uniform basis by the City and are of general applicability to other property or facilities within the territorial jurisdiction of the City.

ARTICLE V

ISSUANCE OF BONDS, GRANTS AND OTHER OBLIGATIONS

Section 5.01. Issuance of Bonds. The City intends to issue, upon the written request of AmerenUE, an aggregate principal amount not to exceed \$125,000,000 of Bonds pursuant to the Acts to finance the costs of the Project, with the actual amount of such Bonds, and the number and series of such Bonds, to be specified in writing by AmerenUE. The maximum term of the Bonds issued pursuant to this section shall be for the construction period of the Project plus 20 years after the date on which the Project becomes "commercial" (as defined in **Section 5.04(a)** hereof). The issuance of the Bonds by the City shall be contingent upon the completion and perfection of the annexation of the Property within the limits or boundaries of the City and upon the receipt by AmerenUE of any approvals reasonably deemed necessary by AmerenUE including, but not limited to, approvals from the Missouri Public Service Commission and the Illinois Commerce Commission. The City shall cooperate with and provide reasonable assistance to AmerenUE in obtaining any required regulatory approvals. The City and AmerenUE shall mutually select Bond Counsel, the trustee and, if desirable, the designated underwriter (and such financial advisors and consultants as the underwriter, with the approval of the City and AmerenUE, deems necessary for the issuance of the Bonds). The Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City and AmerenUE shall mutually determine.

Section 5.02. Financing.

(a) The parties hereto acknowledge that in connection with the issuance of the Bonds as set forth in **Section 5.01**, Lender Financing may be required, upon such terms as AmerenUE determines in its sole and absolute discretion, to complete the Project and satisfy its obligations under this Agreement. The City shall cooperate and provide reasonable assistance in connection with the marketing of any Bonds to the Approved Purchaser(s) of the Bonds and obtaining any Lender Financing, including but not limited to making representations and warranties and providing information and assisting AmerenUE in preparing an offering statement with respect thereto. The City acknowledges and agrees that AmerenUE may finance and refinance its rights and interests in the Project, the Lease and the leasehold estate created thereby and, in connection therewith, AmerenUE may execute Financing Documents or a Leasehold Mortgage with one or more Financing Parties, or may sublease or assign the Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party (or to the designee, nominee, assignee or transferee of such Financing Party).

(b) AmerenUE and the City intend to enter into a Lease whereby the Project is leased to AmerenUE, an Affiliate, a Financing Party or other permitted entity, and the payments made under the Lease shall be equal to and timed to coincide with the due dates of, and pledged to pay, all applicable principal and interest as the same shall become due and payable with respect to the Bonds.

(c) AmerenUE shall furnish the Bond Documents which shall be subject to City review and approval and shall contain such terms and conditions as are acceptable to AmerenUE and the City. The Bonds shall be secured solely by the Project and the Lease, and the City shall have no liability to make payments with respect to the Bonds except from payments made under the Lease and other Bond documents and related transaction documents (other than the Grants described herein). Other than the security interest in the Project and the Property granted pursuant to the issuance of Bonds or as approved by AmerenUE, the City may not and shall not otherwise encumber, pledge or grant any other security interest in or with respect to the Project.

Section 5.03. [Reserved]

Section 5.04. Grants and Other Payments.

(a) In the event the Bonds are issued, AmerenUE and the City expect that the Project will be conveyed to and owned by the City (and AmerenUE hereby agrees to timely take such actions and execute such documents as may be required to convey title to the Project to the City consistent with this Section) and leased to AmerenUE, an Affiliate, a Financing Party or other permitted entity and, accordingly, will be exempt from property taxes (whether real, personal or otherwise) levied by any applicable taxing authority, including, without limitation, the City, Pike County, Missouri, and the Bowling Green R-1 School District, for as long as the City owns the Project. AmerenUE hereby agrees to make, or cause to be made, the annual Grant with respect to the Project on December 31 of each year for as long as the City owns the Project, commencing on December 31 in the calendar year in which the City takes title to any portion of the Project. If the Project consists of more than one phase, the provisions of this Section shall apply on a phase by phase basis, and not on a total Project basis. Failure to make a scheduled Grant payment shall be an event of default under the Lease described herein.

(b) AmerenUE shall pay, or cause to be paid, to the City an annual Grant in the amount of \$200,000 for the Project.

(c) In the event that one or more additional Project phase(s) is/are pursued which are to be owned by the City and financed with additional bonds issued pursuant to the Acts, AmerenUE agrees to pay, or cause to be paid, annual Grants in addition to that required to be paid pursuant to subsection (b) above to be determined upon agreement between the City and AmerenUE.

(d) Notwithstanding the foregoing, at any time that property taxes, or any alternative taxes meant to replace or supplement property taxes are imposed on the City's interest in the Project while the City owns the Project, AmerenUE may reduce, or cause to be reduced, the amount of any annual Grant payments pursuant to subsections (b) and (c) above by the amount of annual property or alternative taxes imposed on the City's interest in the Project and payable to

the City or any other political subdivision; *provided that* no such reductions shall be made or effective during the pendency of any actions taken by the City in cooperation with AmerenUE pursuant to **Section 5.06** of this Agreement

(e) Any payments made, or caused to be made, by AmerenUE pursuant to this Section shall be allocated among such other political subdivisions or taxing jurisdictions as determined by the City. Prior to the issuance of the Bonds, the City shall use the City's best efforts to obtain the cooperation and acceptance of the property tax exemptions contemplated in this Agreement of all affected taxing jurisdictions.

(f) Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 10% per annum from the date such payment was first due.

Section 5.05. Option To Purchase the Project. Unless otherwise specified in writing by AmerenUE or an Affiliate at the time the Bonds are issued, when all principal and interest due on the Bonds shall have been paid in full, AmerenUE or its permitted successors and assigns shall have the option to purchase the Project for \$1,000. In addition, if the terms of the Bonds permit the Bonds to be assumed by AmerenUE or its permitted successors and assigns, AmerenUE and its permitted successors and assigns shall also have the option to purchase the Project for \$1,000 upon such an assumption of the Bonds.

Section 5.06. Obligation of City with Respect to Tax Forbearance. The City agrees to take all actions within the City's control to obtain and/or maintain in effect the exemption from property taxes related to the Project referred to in this Article, including any filings required with any governmental authorities; provided, however, the City shall not be liable for any failure of the State of Missouri, any agency thereof or any other governmental taxing authority to recognize the exemption contemplated herein. The City covenants that the City will not voluntarily take any action that may cause or induce the levy or assessment of property taxes on the Project. In the event such a levy or assessment should occur, the City shall, at AmerenUE's request and expense, fully cooperate with AmerenUE in all reasonable ways to prevent and/or remove any such levy or assessment. The City and AmerenUE covenant and agree that the property tax exemption contemplated in this Agreement and the issuance of the Bonds shall only apply to the City's fee title interest in the Project. Any property taxes levied against the interest of AmerenUE in the Project by any taxing authority shall be and remain solely the responsibility of the AmerenUE. In the event such a levy or assessment should occur, the City shall, at the request and expense of AmerenUE, fully cooperate with AmerenUE in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 5.07. City Utilities. The City agrees to obtain, by condemnation if necessary, any and all easements or rights of way necessary to install City water and sewer services for the Project as determined to be reasonably necessary by AmerenUE. AmerenUE will be responsible for payment of the initial costs related to the construction and installation of the City water and sewer services for the Project in accordance with City specifications and requirements (which shall be 16" minimum water service and 8" minimum sewer service) and for all costs of acquisition of such easements or rights of way as may be required therefor together with costs of any condemnation proceedings which may be undertaken by the City pursuant to this Section including, without limitation, cost of condemnation counsel selected by the City,

appraisers, consultants and expert witnesses and costs of any final award(s). Upon completion of installation and testing of the water and sewer services, AmerenUE shall promptly take all actions necessary to dedicate the services to the City free and clear of any and all liens (whether mechanic's or otherwise), claims, debts, liabilities, or other encumbrances, together with all rights or interests AmerenUE may have in any such easements and rights of way obtained in connection thereof. The City agrees to charge AmerenUE for the term of this Agreement water and sewer rates for such services used by AmerenUE on the Project up to a maximum usage of 24,000,000 gallons of water per year in amounts equal to the City's operation and maintenance costs as certified by the City (currently \$2.59 per 1,000 gallons used) for provision of such services, but not costs related to current debt service obligations of the City; *provided that* costs of any debt service obligations for water or sewer services undertaken by the City after the effective date of this Agreement shall be charged to AmerenUE prorata in the same manner as to other City service users. The agreements in this **Section 5.07** shall survive termination of this Agreement for any reason and are not contingent upon the issuance of the Bonds.

ARTICLE VI

COVENANTS, REPRESENTATIONS AND WARRANTIES OF AMERENUE

Section 6.01. General. AmerenUE represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

- (a) AmerenUE is a Missouri corporation duly organized, validly existing and qualified to do business in Missouri;
- (b) AmerenUE has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (c) the execution, delivery and performance by AmerenUE of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of organization or bylaws of AmerenUE, as the same may be amended and supplemented, or any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which AmerenUE is now a party or by which AmerenUE is now or may become bound;
- (d) except for those regulatory approvals which must be obtained before the issuance of the Bonds as referred to in **Section 5.01** herein, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting AmerenUE which would impair its ability to perform under this Agreement; and
- (e) AmerenUE has obtained (or will, prior to the commencement of construction obtain) and shall maintain all other government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

Section 6.02. Compliance with Laws. To the best of AmerenUE's knowledge, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property, including environmental laws. AmerenUE agrees that the City and its duly authorized agents shall have the right at reasonable times during business hours, subject to at least 48 hours advance notice and to AmerenUE's usual business proprietary, safety and security requirements, to enter upon the Project and the Property to examine and inspect the Project and the records of AmerenUE which demonstrate compliance with this Agreement.

Section 6.03. Survival of Covenants. All warranties, representations, covenants and agreements of AmerenUE contained in this **Article VI** (including, without limitation, AmerenUE's covenant to indemnify and hold harmless the City set forth in **Section 6.04** hereof) and elsewhere in this Agreement shall survive termination of this Agreement for any reason.

Section 6.04. Indemnification of City. AmerenUE shall indemnify, defend and save the City harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project or the Property during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from (a) any condition of the Project, or the Property (b) any breach or default on the part of AmerenUE in the performance of any of its obligations under this Agreement or the Lease, or any action requested of the City by AmerenUE pursuant to the Lease or this Agreement, (c) any contract entered into in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of AmerenUE or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any assignee or sublessee of AmerenUE, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of AmerenUE.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF CITY

Section 7.01. General. The City represents:

- (a) that the City has the authority as a unit of government to execute and deliver this Agreement and to perform the City's obligations hereunder;
- (b) that the City has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (c) the execution, delivery and performance by the City of this Agreement has been (or will be) duly authorized by all necessary action, and does not violate any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the City is now a party or by which the City is now or may become bound;

(d) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or to the City's actual knowledge affecting the City which would impair the City's ability to perform under this Agreement.

Section 7.02. Survival of Covenants. All warranties, representations and covenants of the City contained in this **Article VII** or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution, of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

ARTICLE VIII

NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If to the City: City of Bowling Green, Missouri
16 West Church Street – City Hall
Bowling Green, Missouri 63334
Attn: City Administrator

With a copy to: Thomas A. Cunningham, Esq.
Stinson, Mag & Fizzell, P.C.
100 South Fourth Street, Suite 700
St. Louis, Missouri 63102

If to AmerenUE: AmerenUE
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attn: Manager, Generation Engineering

With a copy to: AmerenUE
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attn: General Counsel

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Mutual Assistance. The City and AmerenUE agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, if legislation is proposed by or in any governmental body having jurisdiction over the Project which would have the effect of limiting the ability of the City to issue the Bonds to finance the Project, the City agrees to use its best efforts to issue the Bonds prior to the effective date of any such legislation.

Section 9.02. Amendment. This Agreement may not be amended without the prior written consent of the parties hereto.

Section 9.03. Entire Agreement. This Agreement (including the Exhibits attached hereto, which are hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

Section 9.04. Limitation of Liability. No member, official or employee of the City shall be personally liable to AmerenUE, any Affiliates, any Financing Party or any Lender or any successor in interest to such parties in the event of any default or breach by the City or for any amount which may become due to AmerenUE from the City or any successor in interest or on any obligation under the terms of this Agreement.

Section 9.05. Waiver. Waiver by the City or AmerenUE with respect to any breach or default under this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other breach or default or with respect to any particular breach or default, except to the extent specifically waived by the City or AmerenUE in writing.

Section 9.06. Remedies Cumulative. The remedies of a party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

Section 9.07. Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

Section 9.08. Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 9.09. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 9.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 9.11. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to its conflicts of law principles.

Section 9.13. Assignment. Except in connection with the transfer of this Agreement to an Affiliate, a Financing Party or a Lender or other permitted successors or assigns, which is expressly authorized by the City, AmerenUE may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld. Any successor in interest to AmerenUE under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement (and the representations, warranties and covenants related thereto) through the term of this Agreement, or such other period as may be expressly provided for herein. Upon such successor's certification, AmerenUE shall be released from the performance of such executory terms (and the representations, warranties and covenants related thereto other than the City's right to indemnification under **Section 6.04**, hereof).

Section 9.14. Binding Effect. This Agreement shall be binding upon AmerenUE, the City and their respective permitted successors and permitted assigns (as provided herein).

Section 9.15. Force Majeure. Neither the City nor AmerenUE nor any permitted successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. Any delay described under this section shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay. The individual or entity relying on this

section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement.

Section 9.16. Approval. Wherever this Agreement provides for the approval or consent of the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City in writing and in the reasonable discretion thereof. The City Administrator or other persons designated by the City shall act for the City in making all approvals, consents and determinations of satisfaction or otherwise administering this Agreement for the City.

Section 9.17. Term of Agreement. This Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) any phase of the Project is titled in the name of the City. This Agreement shall terminate on the earlier of (x) retirement of all Bonds issued with respect to all phases of the Project; or (y) three years from the Effective Date, provided that no Bonds have been issued; or (z) the date of termination by AmerenUE pursuant to **Section 4.01**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

UNION ELECTRIC COMPANY

By: 

Name: Fred Pope

Title: General Mgr. - Gen Engr. & Tech Svc's

CITY OF BOWLING GREEN, MISSOURI

By: 

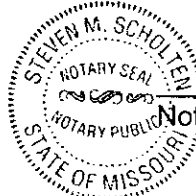
Name: Roger A. Haddock

Title: Mayor

STATE OF MISSOURI
COUNTY OF ST. LOUIS } SS

On this 15th day of November, 2001, before me appeared Fred Pope, to me personally known, who, being duly sworn, did say that he is General Manager of Union Electric Company d/b/a AmerenUE, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Fred Pope acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires 10-27-2004



Steven M. Scholten
Notary Public

STEVEN M. SCHOLTEN
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT 27 2004

STATE OF MISSOURI)
) ss.
 COUNTY OF PIKE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Boyd Haddock, personally known to me to be the Mayor of the **CITY OF BOWLING GREEN, MISSOURI** and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Aldermen of the City of Bowling Green, Missouri as his free and voluntary act and as the free and voluntary act of the City of Bowling Green, Missouri, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of November, 2001.



Barbara M. Finley
 Notary Public

My Commission Expires: Jan 28, 2004

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

The description of the Property includes the legally described real property on page A-2 hereof, with a perpetual easement to be retained by AmerenUE for property to be determined by AmerenUE prior to the issuance of the Bonds for the construction of electric transmission lines and a Substation Switchyard a portion of which will be owned by AmerenUE related to the Project, together with a perpetual easement to be retained by AmerenUE across all of the Property described on page A-2 hereof for purposes of operating, maintaining or improving the transmission lines and Substation Switchyard. The portion of the Substation Switchyard to be owned by AmerenUE consists of incoming 161kV lines and terminations, 161kV line positions H3, H4 and H8, 161kV bus-1 and bus-2, switchyard control house, and related structures, and future expansions off bus-1 or bus-2. The ownership division will be at 4-hole pads where position H3 GSU bus-side conductor connects to the GSU rigid bus. AmerenUE will own the GSU rigid bus support structure inside the perpetual easement retained for the Substation Switchyard. AmerenUE will own all transmission lines and related facilities.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of the North Half of the Northwest Quarter, all of the Southeast Quarter of the Northwest Quarter and all of the Southwest Quarter of the Northeast Quarter of Section 22, Township 53 North, Range 3 West, Pike County, Missouri, more particularly described as follows:

BEGINNING at a stone at the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 22; thence $NO^{\circ}56'56''E$, along the Section Line, 100.00 feet; thence $S89^{\circ}34'40''E$, 2676.61 feet to the Quarter Section Line; thence $SO^{\circ}53'49''W$, along the Quarter Section Line, 100.00 to a stone marking the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence $S89^{\circ}01'35''E$, along the Quarter Quarter Section Line, 1334.59 feet to the northeast corner of the Southwest Quarter of the Northeast of said Section 22; then $SO^{\circ}56'57''W$, along the Quarter Quarter Section Line, 1320.80 feet to the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence $N89^{\circ}17'20''W$, along the Quarter Section Line, 1333.40 feet to the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; then $N89^{\circ}42'32''W$, along the Quarter Section Line, 1332.99 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence $NO^{\circ}33'57''E$, along the Quarter Quarter Section Line, 1329.99 feet to the northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence $N89^{\circ}34'40''W$, along the Quarter Quarter Section Line, 1346.68 feet to the point of beginning.

Containing 87.28 Acres.

EXHIBIT B**PROJECT DESCRIPTION**

The Project to be owned by the City consists of electric power generation facilities described on page B-2 hereof, with the exception of a portion of a Substation Switchyard and all electric transmission line facilities to be owned by AmerenUE on a perpetual easement to be retained by AmerenUE. The portion of the Substation Switchyard to be owned by AmerenUE consists of incoming 161kV lines and terminations, 161kV line positions H3, H4 and H8, 161kV bus-1 and bus-2, switchyard control house, and related structures, and future expansions off bus-1 or bus-2. The ownership division will be at 4-hole pads where position H3 GSU bus-side conductor connects to the GSU rigid bus. AmerenUE will own the GSU rigid bus support structure inside the perpetual easement retained for the Substation Switchyard.

EXHIBIT B**PROJECT DESCRIPTION**

The Peno Creek Energy Center will consist of 4 each Pratt & Whitney FT-8 Twin Pack Gas Turbine Generating Units rated at a nominal 50 MW each capacity. The facility will be primarily fired by natural gas with fuel oil as a back-up fuel.

In addition to the FT-8 Generating Units, there will be a service building including a control room, water pumps and electrical equipment. Also on site will be a demineralized water storage tank, 2 Generating Step-Up (GSU) Transformers, 161 kV Substation, 3.5 Mile gas lateral including valving, fuel oil storage tank, fuel unloading station and pumps, Continuous Emissions Monitoring (CEMS) equipment and other miscellaneous equipment.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this _____ day of _____, 2002, by and between UNION ELECTRIC COMPANY d/b/a AmerenUE of the City of St. Louis, State of Missouri, ("Grantor") and THE CITY OF BOWLING GREEN of the County of Pike, State of Missouri ("Grantee"),

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) paid by Grantee, the receipt of which is hereby acknowledged, does by these presents Bargain and Sell, Convey and Confirm unto Grantee, the following described Real Estate, situated in the County of Pike and State of Missouri, to wit:

Part of the North Half of the Northwest Quarter, all of the Southeast Quarter of the Northwest Quarter and all of the Southwest Quarter of the Northeast Quarter of Section 22, Township 53 North, Range 3 West, Pike County, Missouri, more particularly described as follows:

BEGINNING at a stone at the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 22; thence N0°56'56"E, along the Section Line, 100.00 feet; thence S89°34'40"E, 2676.61 feet to the Quarter Section Line; thence S0°53'49"W, along the Quarter Section Line, 100.00 to a stone marking the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence S89°01'35"E, along the Quarter Quarter Section Line, 1334.59 feet to the northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 22; then S0°56'57"W, along the Quarter Quarter Section Line, 1320.80 feet to the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence N89°17'20"W, along the Quarter Section Line, 1333.40 feet to the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; then N89°42'32"W, along the Quarter Section Line, 1332.99 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence N01°01'24"E, along the Quarter Quarter Section Line, 1329.99 feet to the northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence N89°34'40"W, along the Quarter Quarter Section Line, 1346.68 feet to the point of beginning.

Containing 87.28 Acres.

Subject to that part used for county road right of way and easements, restrictions and rights of way of record.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging, unto Grantee, and to its assigns forever.

Grantor hereby covenanting that it and its successors and assigns, shall and will WARRANT AND DEFEND the title to the premises unto Grantee, and to its assigns forever against the lawful claims of all persons claiming by, through or under Grantor excepting, however, the general taxes for the calendar year 2002 and thereafter, and special taxes becoming a lien after the date of this deed.

RESERVING UNTO Grantor, its successors and assigns, the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands:

Part of the Northeast Quarter of the Northwest Quarter; part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northeast Quarter, all in Section 22, Township 53 North, Range 3 West, Pike County, Missouri, more particularly described as follows:

BEGINNING at the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence N01°01'24"E, along the Quarter Quarter Section Line, 100.01 feet; thence S89°42'32"E, 1404.73 feet; thence N00°00'00"W, 746.80 feet; thence N40°47'59"W, 771.00 feet to a point on the northerly boundary of a tract described in deed of record Book 326, page 6388, Pike County Recorder's Office; thence S89°34'40"E, along the northerly line of said tract in Book 326, page 6388, 332.38 feet; thence S40°47'59"E, 733.10 feet; thence S41°01'03"E, 899.72 feet; thence S40°50'21"E, 275.09 feet to the Quarter Section Line; thence N89°17'20"W, along the Quarter Section Line, 1151.58 feet to the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence N89°42'32"W, along the Quarter Section Line, 1332.99 feet to the point of beginning.

Together with the perpetual right, permission, privilege, and authority to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement any and all electrical transmission and substation facilities and equipment including but not limited to a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantee adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantor, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantor's facilities; and the right of ingress and egress to, from, and over the

herein described easement and any of the adjoining lands of the Grantee at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantor's option at any time, any or all of Grantor's improvements erected in, on, upon, over, and under the herein described easement.

RESERVING ALSO unto Grantor, its successors and assigns, an additional perpetual unrestricted right and easement for ingress, egress and all manner of access to its aforesaid facilities. Grantor may, at its sole discretion, construct, maintain and remove a roadway of any type upon said additional easement.

Said additional easement shall be on, upon, over, under and through the following described lands:

Part of the Northwest Quarter of the Northwest Quarter; part of the East Half of the Northwest Quarter and part of the Southwest Quarter of the Northeast Quarter, all in Section 22, Township 53 North, Range 3 West, Pike County, Missouri, more particularly described as follows:

BEGINNING at a stone in the road marking the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 22; thence N00°56'56"E, along the Section Line, 100.00 feet to the northwest corner of a tract described in deed of record in Book 326, page 6388, Pike County Recorder's Office; thence S89°34'40"E, along the northerly line of said tract in Book 326, page 6388, 20.00 feet; thence S31°13'41"E, 47.52 feet; thence N89°57'00"E, 1297.22 feet; thence on a curve to the right having a radius of 121.50 feet, an arc distance of 105.70 feet, (Ch=S65°07'37"E, 102.40 feet); thence S40°12'14"E 604.64 feet; thence S88°16'54"E, 979.64 feet to the southwesterly line of a 100 foot transmission line easement recorded in Book 275, page 394, Pike County Recorder's Office; thence S40°50'51"E, along the southwesterly line of said easement, 197.50 feet; thence S00°16'00"W, 148.93 feet; thence N90°00'00"W, 205.00 feet; thence N00°00'00"W, 250.60 feet; thence N88°16'54"W, 926.89 feet; thence N40°12'14"W, 626.94 feet; thence on a curve to the left having a radius of 71.50 feet, an arc distance of 62.20 feet, Ch=N65°07'37"W, 60.26 feet); thence S89°57'00"W, 1297.15 feet; thence S68°40'42"W, 25.79 feet to the Quarter Quarter Section Line; thence N89°34'40"W, along the Quarter Quarter Section Line, 22.38 feet to the point of beginning.

TO HAVE AND TO HOLD the easements aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantor, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

Said easements reserved shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantee herein agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantor, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantor's facilities within the aforesaid easements.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

UNION ELECTRIC COMPANY d/b/a AmerenUE

ATTEST:

By: _____
Vice President

Assistant Secretary

ACCEPTED:

CITY OF BOWLING GREEN, MISSOURI

ATTEST:

By: _____
Mayor

City Clerk

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

On this _____ day of _____, 2002, before me appeared _____, to me personally known, who, being duly sworn, did say that he is a Vice President of UNION ELECTRIC COMPANY d/b/a AmerenUE, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that such instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ 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 official seal at my office in the City of St. Louis, Missouri, the day and year first above written.

Notary Public

STATE OF MISSOURI

COUNTY OF _____

} SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____, to me personally known, who, by me duly sworn, did say that he/she is the Mayor of the CITY OF BOWLING GREEN, and that the seal affixed to the foregoing instrument is the city seal of said city and that the said instrument was signed and sealed in behalf of said city by authority of its City Council; and the said _____ acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

GMJ/rst
redocs\legal\gmj-special warranty deed-city of bowling green
07/30/02

BILL OF SALE

WITNESSETH: That **UNION ELECTRIC COMPANY d/b/a AMERENUE** ("Seller"), pursuant to a Lease Agreement dated as of _____ 1, 2002 (the "Lease Agreement"), between the Seller and the **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city organized and existing under the laws of the State of Missouri ("Buyer"), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has **BARGAINED** and **SOLD**, and by these presents does now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of its right, title and interest, if any, in and to all machinery, equipment and other personal property whether or not installed or kept on the Project Site, and constituting the "Project Equipment" or the "Project Improvements", or contracts related to the construction of the "Project", as such terms are defined in the Lease Agreement.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, subject however to the terms of the Lease Agreement and those liens and/or encumbrances as therein set forth.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this ____ day of _____, 2002.

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

By: _____
Title:

EXHIBIT 4

Estimated Tax Savings to Union Electric Company and Estimated Impact on Tax Revenues of Jurisdictions Where Project is Located

1.) MARKET VALUE ESTIMATES:

INCOME APPROACH	0
MARKET APPROACH	0
COST APPROACH BEFORE OBSOLESCENCE	0
COST APPROACH AFTER OBSOLESCENCE	0

CORRELATED ESTIMATE OF MARKET VALUE (Year 2001)	4,700,000,000
PLUS: PIKE COUNTY CTG	110,000,000
ESTIMATED NEW MARKET VALUE	4,810,000,000

2.) ALLOCATION TO STATE OF MISSOURI:

MISSOURI ALLOCATION FACTOR	92.83%	
MARKET VALUE ALLOCATED TO STATE OF MISSOURI		4,465,123,000
MARKET VALUE – LOCALLY ASSESSED PROPERTY		1,138,485,516
MARKET VALUE – DISTRIBUTABLE PROPERTY		3,326,637,484

3.) ALLOCATION BETWEEN REAL AND PERSONAL:

REAL PROPERTY ALLOCATION %	90.10%
PERSONAL PROPERTY ALLOCATION %	9.90%

4.) CALCULATION OF DISTRIBUTABLE PROPERTY:

MARKET VALUE – DISTRIBUTABLE PROPERTY	2,997,300,373	329,337,111
LESS: MARKET VALUE FLANGED WHEEL PROP.		13,377,029
MARKET VALUE – DISTRIBUTABLE PROPERTY	2,997,300,373	315,960,082
ASSESSED VALUE – DISTRIBUTABLE PROPERTY	959,136,119	105,309,495

TOTAL DISTRIBUTABLE PROPERTY	1,064,445,614 =	
TOTAL MILES OF LINE	32,116.11	
Estimated New Assessed Value per Mile		33,144
Year 2001 Assessed Value per Mile		32,124
Estimated increase in value per mile due to turbine project.		1,020
32,116 (2001 miles of line) X \$1,020 (estimated increase per mile) X \$6.41/\$100 AV (2001 average state assessed rate) =		2,099,808
Estimated Annual Total Property Tax Savings	=	2,000,000

	2001 Miles (a)	New Estimated Assessed Value \$ 33,144 (b)	2001 Tax Rate (c)	New Estimated 2001 Tax (d)	Year 2001 Actual Tax Paid (e)	Estimated Tax Change (f)
Taxing Jurisdictions		(a X \$33,144)		(c X b)		(d - e)
County Health	735.32	24,371,446	0.1600	38,994	37,795	1,199
County	735.32	24,371,446	0.2504	61,026	59,148	1,878
Annada	1.97	65,294	0.5506	360	348	12
Bowling Green	63.31	2,098,347	1.1795	24,750	23,988	762
Curryville	6.59	218,419	0.8900	1,944	1,884	60
Frankford	6.79	225,048	0.9526	2,144	2,078	66
Louisiana	70.27	2,329,029	0.8300	19,331	18,736	595
Buffalo Twp. Fire	63.98	2,120,553	0.1518	3,219	3,120	99
County Hospital	735.32	24,371,446	0.2200	53,617	51,968	1,649
Ruth Jensen Village	735.32	24,371,446	0.1802	43,917	42,566	1,351
Tri-County Nursing Home	2.62	88,837	0.2500	217	210	7
Van-Far Ambulance	2.86	94,792	0.3000	284	276	8
County Common Road	484.13	16,046,005	0.2903	46,582	45,148	1,434
County Special Road #2	72.23	2,393,991	0.2903	6,950	6,736	214
County Special Road #3	178.96	5,931,450	0.2903	17,219	16,689	530
State	735.32	24,371,446	0.0300	7,311	7,087	224
Schools	735.32	24,371,446	3.6153	881,101	853,992	27,109
M&M Sur Tax	735.32	24,371,446	0.3200	77,989	68,120	9,869
Total Tax Revenue Impact				1,286,955	1,239,889	47,066

7/31/02

UNION ELECTRIC COMPANY
BALANCE SHEET
March 31, 2002
(In Millions, Except Per Share Amounts)

	Per Books	Pro Forma Adjustments (See Page 3)	As Adjusted
ASSETS:			
Property and plant, at original cost:			
Electric	\$ 9,919	(110) (A)	\$ 9,919
		110 (B)	
Gas	255		255
Other	37		37
	10,211	-	10,211
Less accumulated depreciation and amortization	4,862	4 (F)	4,866
	5,349	(4)	5,345
Construction work in progress:			
Nuclear fuel in process	102		102
Other	288		288
Total property and plant, net	5,739	(4)	5,735
Investments and other assets:			
Nuclear decommissioning trust fund	188		188
Other	84	110 (C)	191
		(3) (E)	
Total investments and other assets	272	107	379
Current assets:			
Cash and cash equivalents	12	110 (A)	12
		(110) (C)	
		(9) (D)	
		9 (E)	
Accounts receivable - trade (less allowance for doubtful accounts of \$8 and \$7, respectively)	222		222
Other accounts and notes receivable	30		30
Materials and supplies, at average cost -			
Fossil fuel	56		56
Other	86		86
Other	13		13
Total current assets	419	-	419
Regulatory assets:			
Deferred income taxes	604		604
Other	131		131
Total regulatory assets	735	-	735
Total Assets	\$ 7,165	\$ 103	\$ 7,268

CAPITAL AND LIABILITIES:

Capitalization:

Common stock, \$5 par value, 150.0 shares authorized -
102.1 shares outstanding
Other paid-in capital, principally premium on common stock
Retained earnings

	Per Books	Pro Forma Adjustments (See Page 3)	As Adjusted
	\$ 511		\$ 511
	702		702
	1,413	(6) (D)	1,411
		6 (E)	
		(4) (F)	
		2 (G)	
	(1)		(1)
	2,625	(2)	2,623
	155		155
	1,605	110 (B)	1,712
		(3) (D)	
	4,385	105	4,490

Accumulated other comprehensive income

Total common stockholder's equity

Preferred stock not subject to mandatory redemption

Long-term debt

Total capitalization

Current liabilities:

Current maturity of long-term debt

Intercompany notes payable

Accounts and wages payable

Accumulated deferred income taxes

Taxes accrued

Other

Total current liabilities

	89		89
	192		192
	135		135
	34		34
	158	(2) (G)	156
	126		126
	734	(2)	732

Accumulated deferred income taxes

Accumulated deferred investment tax credits

Regulatory liabilities

Other deferred credits and liabilities

Total Capital and Liabilities

	1,322		1,322
	127		127
	137		137
	460		460
	\$ 7,165	\$ 103	\$ 7,268

UNION ELECTRIC COMPANY
STATEMENT OF INCOME
Twelve Months Ended March 31, 2002
(In Millions)

	Per Books	Pro Forma Adjustments (See Page 3)	As Adjusted
OPERATING REVENUES:			
Electric	\$ 2,494		\$ 2,494
Gas	127		127
Total operating revenues	2,621		2,621
OPERATING EXPENSES:			
Operations			
Fuel and purchased power	629		629
Gas	70		70
Other	520		520
	1,219		1,219
Maintenance	259		259
Depreciation and amortization	283	4 (F)	287
Income taxes	205	(2) (G)	203
Other taxes	216		216
Total operating expenses	2,182	2	2,184
OPERATING INCOME	439	(2)	437
OTHER INCOME AND (DEDUCTIONS):			
Allowance for equity funds used during construction	13		13
Miscellaneous, net	40	6 (E)	46
Total other income and (deductions)	53	6	59
INCOME BEFORE INTEREST CHARGES	492	4	496
INTEREST CHARGES:			
Interest	112	6 (D)	118
Allowance for borrowed funds used during construction	(7)		(7)
Net interest charges	105	6	111
NET INCOME	387	(2)	385
PREFERRED STOCK DIVIDENDS	9		9
NET INCOME AFTER PREFERRED STOCK DIVIDENDS	\$ 378	\$ (2)	\$ 376

UNION ELECTRIC COMPANY
PRO FORMA ADJUSTING ENTRIES
March 31, 2002
(In Millions)

Entry A	Cash	110	
	Property & Plant		110

To reflect sale of property and improvements to City of Bowling Green.

Entry B	Property & Plant	110	
	Capitalized Lease Obligations		110

To reflect leaseback of property and improvements from City of Bowling Green.

Entry C	Investment in Securities	110	
	Cash		110

To reflect purchase of Chapter 100 bonds from City of Bowling Green.

Entry D	Capitalized Lease Obligations	3	
	Interest Expense	6	
	Cash		9

To reflect payments made under the lease.

Entry E	Cash	9	
	Investment in Securities		3
	Interest Income		6

To reflect bond payment receipts.

Entry F	Depreciation Expense	4	
	Accumulated Depreciation		4

To reflect depreciation of leased assets.

Entry G	Taxes Accrued	2	
	Income Taxes		2

To reflect income tax effect of this transaction.

CERTIFIED COPY OF RESOLUTION ADOPTED AT THE
MEETING OF THE BOARD OF DIRECTORS OF
UNION ELECTRIC COMPANY
HELD ON THURSDAY, AUGUST 23, 2001

RESOLVED, by the Board of Directors of Union Electric Company (the "Company"), as follows:

1. This Board declares it advisable that the Company purchase certain property located in Pike County, Missouri (the "Property") including the building, fixtures, machinery and equipment related thereto but excluding materials and supplies, fuel, inventory and vehicles (collectively, the "Project") and engage in any and all necessary documents, negotiations and transactions to effectuate the completion of the Project through Missouri Chapter 100 Financing (or in the alternative, any other financing which the Company may pursue to complete the Project).

2. The officers of the Company and their designees and counsel be and hereby are authorized to execute the following instruments and participate in or perform the following transactions in order to complete the aforesaid Project and financing:

a. To execute and deliver on behalf of the Company the necessary documents, applications or petitions in connection with the purchase of the Property and annexation of the Property into the City.

b. To execute and deliver on behalf of the Company a Pre-Annexation and Development Agreement between the Company and the City, in substantially the form attached hereto as Exhibit A (the "Development Agreement"), with such changes therein as any of the officers of the Company deem to be in the best interests of the Company to approve, such approval to be conclusively evidenced by the execution and delivery of the Development Agreement on behalf of the Company.

c. To pay on behalf of the Company, in consideration of the services of the City as evidenced in the Development Agreement, annual grant contributions to the City of \$200,000 for a period not to exceed twenty years and to reimburse the City for its expenses in connection with the Missouri Chapter 100 Financing.

d. To execute and file, or cause to be filed, on behalf of the Company in connection with the Missouri Chapter 100 Financing and the issuance and the purchase of the Bonds and the Company's corresponding obligations in respect thereof, any applications, petitions or other required filings to the Public Service Commission of Missouri and the Illinois Commerce Commission and for such other approvals as may be required in connection therewith; and that such officers be and

hereby are authorized to execute, acknowledge and deliver all such instruments and to do all such other acts and things as they deem necessary or desirable in connection therewith.

e. To transfer to the City title to the Property and ownership of the Project.

f. To purchase and hold all of the Bonds for the purposes of providing funds to pay the costs of acquiring, constructing and equipping the Project, which Bonds will be secured by an assignment from the City of the revenues from the Lease hereinbelow described; and that such officers be and hereby are authorized to execute, acknowledge and deliver all instruments and to do all such other acts and things as they deem necessary or desirable in connection with the closing of the transactions contemplated by the issuance of the Bonds.

g. To execute and deliver on behalf of the Company a lease agreement between the Company and the City ("Lease") whereby the Project is leased to the Company, an affiliate, financing party or other permitted entity, and the payments made under the Lease shall be equal to and timed to coincide with the due dates of, and pledged to pay, all applicable principal and interest as the same shall become due and payable with respect to the Bonds.

3. That each and every trustee under indentures creating liens on the properties of the Company to be transferred to the City be and hereby is authorized and requested to release such properties from the liens of said indentures in accordance with the provisions thereof; and that J. L. Nolte (or such other individual selected by an officer of the Company) hereby is appointed as an Independent Engineer for the purpose of furnishing certificates required by the provisions of said indentures.

4. The officers of the Company be and hereby are authorized and directed to do or cause to be done all such other acts and things as they may deem necessary or desirable in order to carry into effect the purposes and intent of the foregoing resolutions.

I hereby certify that the foregoing is a true and correct copy of resolution adopted at the meeting of the Board of Directors of Union Electric Company, held on Thursday, August 23, 2001 at the General Office Building of the Company, St. Louis, Missouri, and that such resolution is still in full force and effect.

JUL 31 2002



Assistant Secretary

TRUST INDENTURE

Dated as of _____ 1, 2002

Between

CITY OF BOWLING GREEN, MISSOURI

AND

**COMMERCE BANK, N.A.,
As Trustee**

Relating to:

**\$125,000,000
(Aggregate Maximum Principal Amount)
City of Bowling Green, Missouri
Taxable Industrial Revenue Bond
(AmerenUE Project)
Series 2002**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of _____ 1, 2002, between **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city organized and existing under the laws of the State of Missouri (the "City"), and **COMMERCE BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the City for manufacturing, commercial, warehousing and industrial development purposes; and

WHEREAS, pursuant to the Act, the governing body of the City adopted an Ordinance on July 15, 2002 (the "Bond Ordinance"), expressing the intent of the City to issue its industrial development revenue bond in a principal amount not to exceed \$125,000,000 (the "Bond"), for the purpose of acquiring a project described on **Exhibit A** hereto (the "Project") located on the real property described on **Exhibit B** hereto, including land, buildings, structures, improvements, fixtures, machinery and equipment as hereinafter more fully described, and authorizing the City to lease the Project to Union Electric Company d/b/a AmerenUE, a Missouri corporation (the "Company");

WHEREAS, pursuant to the Bond Ordinance and the Act, the City is authorized to execute and deliver this Trust Indenture (the "Indenture") for the purpose of issuing and securing the Bond, and to enter into the Lease Agreement of even date herewith (the "Lease"), with the Company under which the City, as Lessor, will lease the Project to the Company, as Lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bond;

WHEREAS, all things necessary to make the Bond, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bond, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:**GRANTING CLAUSES**

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bond by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bond issued and outstanding under this Indenture from time to time according to its tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bond contained, does hereby pledge and assign to

the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project (defined herein) together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease;

(c) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bond outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of the Bond over any other of the Bond except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City shall well and truly pay, or cause to be paid, the principal of and interest on the Bond, at the time and in the manner mentioned in the Bond, according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that the Bond issued and secured hereunder is to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bond, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended and Article VI Section 27(b) of the Missouri Constitution, as amended.

"Additional Bond" means any Bond issued pursuant to **Section 209** of this Indenture.

"Authorized City Representative" means the Mayor or such other person at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the _____, _____ or such other person at the time designated to act on behalf of the Company as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Company by authorized officers or employees. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Bond" or "Bonds" means the Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002 in the maximum principal amount of \$125,000,000, issued pursuant to **Section 208** of this Indenture and any Additional Bond, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means "City of Bowling Green, Missouri, Taxable Industrial Revenue Bond Fund -- AmerenUE Project" created in **Section 601** of this Indenture.

"Bondowner" means the registered owner of any Bond.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bond by and between the City and the purchaser identified therein.

"City" means City of Bowling Green, Missouri, a fourth class city organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Company" means Union Electric Company d/b/a AmerenUE, a Missouri corporation organized and existing under Chapter 351 of the Revised Statutes of Missouri, as amended, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 504** hereof.

"Construction Fund" means "City of Bowling Green, Missouri, Construction Fund -- AmerenUE Project" created in **Section 501** of this Indenture.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Bond issued in accordance with the provisions of this Indenture, as reflected in the records maintained by the Trustee as provided in the Bond and this Indenture.

"Deed of Trust" means the Deed of Trust and Security Agreement granted by the City to secure payment of the Bond.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, means any Event of Default as described in **Section 12.1** of the Lease.

"Financing Document" means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party.

"Financing Party" means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Grant Agreement" means the Pre-Annexation and Development Agreement dated November 9, 2001 by and between the City and the Company.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(e) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature.

(f) Any other investment approved in writing by the Owners of the Outstanding Bond.

"Lease" means the Lease Agreement dated as of the date of this Indenture between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Mayor" means the duly elected and acting mayor of the City:

"Outstanding," when used with reference to Bond, means, as of a particular date, any Bond theretofore authenticated and delivered, except:

(a) any Bond theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) any Bond deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) any Bond in exchange for or in lieu of which another Bond has been authenticated and delivered pursuant to this Indenture.

"Owner" shall have the same meaning as Bondowner.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bond at which the principal of or interest on the Bond shall be payable.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

"Project Costs" means all costs of purchase, construction, extending and improving of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of the Lease and which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the purchase, construction, extending and improving of the Project or the issuance of the Bond;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase, construction, extending and improving of the Project;

(d) interest accruing on the Bond during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the Construction Period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bond or the purchasing, construction, extending and improving of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bond; (2) the purchase of the Project; and (3) the financing thereof.

"Project Equipment" means all items of machinery, equipment or other personal property acquired or installed or acquired for installation in the Project Improvements or elsewhere on the Project Site related to the Project and paid for in whole or in part from the proceeds of the Bond, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to the Lease.

"Project Improvements" means all buildings, structures, improvements and fixtures located on or to be purchased, constructed and otherwise improved on the Project Site related to the Project and paid for in whole or in part from the proceeds of the Bond, as described in **Exhibit A** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate described in **Exhibit B** attached hereto and by this reference made a part hereof, as the same may be further refined by the substitution of definitive legal descriptions upon completion by the Company of surveys of the Project Site.

"Series 2002 Bond" means the Taxable Industrial Revenue Bond (AmerenUE Project), Series 2002 authorized under this Indenture.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means Commerce Bank, N.A., in Kansas City, Missouri, a national banking association duly organized and existing under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BOND

Section 201. Title and Amount of Bond. No Bond may be issued under this Indenture except in accordance with the provisions of this Article. The Bond authorized to be issued under this Indenture shall be designated as "City of Bowling Green, Missouri Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002." The maximum total principal amount of the Series 2002 Bond that may be issued hereunder is hereby expressly limited to \$125,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture and the Deed of Trust. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bond.

(a) The Series 2002 Bond may be issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$125,000,000 or in denominations of \$10,000,000 or integral multiples of \$1.00 in excess thereof. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Series 2002 Bond shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Series 2002 Bond is at any time thereafter transferred, any Series 2002 Bond replacing such Bond shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bond at the principal payment office of any Paying Agent; **provided**, that so long as the Company or any entity controlled by, under common control with or controlling the Company is the sole Bondowner, the Trustee is authorized to make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further**, that upon such payment by internal bank transfer or by wire transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bond maintained by the Trustee on behalf of the City. If any Bond is presented to the Trustee together with such payment, or for such payment, the Trustee shall enter the amount of such principal payment on the Table of Cumulative Outstanding Principal Amount on the Bond in the manner provided by **Section 402** hereof. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond. Payment of the interest on the Bonds shall be made by the Trustee on each interest payment date to the person appearing on the registration books of the City hereinafter provided for as the registered owner thereof on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date by check or draft mailed by the Trustee to such registered owner at such owner's address as it appears on such registration books. The Trustee is authorized to make interest payments on any Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bonds shall cease to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Section 403** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer or signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or such owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. The Series 2002 Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Series 2002 Bond may not be transferred unless the City and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities law. The Series 2002 Bond may be transferred to any entity controlled by, under common control with or controlling the Company without the necessity of obtaining such an opinion. In connection with any such transfer of the Series 2002 Bond, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Series 2002 Bond a new fully registered Bond, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bonds shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of

Bonds during the 15 days immediately preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the person in whose name the same shall be registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Series 2002 Bond.

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$125,000,000 for the purpose of providing funds for paying the costs of the Project, which Bond shall be designated "City of Bowling Green, Missouri Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002." The Series 2002 Bond shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2023 (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 2.08(e)** hereof, payable on the dates specified in **Section 2.08(e)** hereof.

(b) The Trustee is hereby designated as the City's Paying Agent for the payment of the principal of and interest on the Bonds.

(c) The Series 2002 Bond shall be executed without material variance from the form and in the manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2002 Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the governing body of the City authorizing the issuance of the Series 2002 Bond and the execution of this Indenture, the Lease, the Deed of Trust and the Bond Purchase Agreement;

(2) An original executed counterpart of this Indenture, the Lease, the Deed of Trust and the Bond Purchase Agreement;

(3) A representation letter from the purchaser of the Series 2002 Bond in form and substance satisfactory to the City and the Trustee;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2002 Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2002 Bond constitutes a valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts and documents as the City, the Trustee or the Company shall reasonably require for the delivery of the Series 2002 Bond.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Series 2002 Bond shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2002 Bond to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the purchase price of the Series 2002 Bond, or acknowledgement from the City of the value of property transferred to the City, as specified in the Bond Purchase Agreement.

(e) The Series 2002 Bond shall bear interest at the rate of ___% per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on each December 1 commencing on December 1, 2002, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$125,000,000 and further provided that the Series 2002 Bond shall be paid in full no later than December 1, 2023. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

The Trustee shall keep and maintain a record of the amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Bonds, as "Principal Amount Issued" and shall enter the aggregate principal amount of the Bonds then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for the Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner thereof, pursuant to the redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as "Principal Amount Paid Pursuant to Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Bonds, under the column headed "Principal Amount Issued" on the Table of Cumulative Outstanding Principal Amount on the Bond (the "Table") and may enter the aggregate principal amount of the Bonds then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner thereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on the Bonds under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of the Bonds under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to principal amount issued or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

Section 209. Authorization of Additional Bonds.

(a) If permitted by law and upon written agreement by the City and the Company as to all applicable terms, including without limitation any additional grant payments, payments under the Lease and other matters, Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2002 Bond, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of (i) providing funds to pay the cost of completing the Project or the making of additional improvements to the Project or the acquisition and installation of

additional Project Equipment or (ii) providing funds for refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding. Additional Bonds may be issued only with the written consent of the Company.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the City shall pass an ordinance authorizing the issuance of such Additional Bond, fixing the amount thereof and describing the Bonds, if any, to be refunded, authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bond and, if required, authorizing the City to enter into a Supplemental Lease with the Company.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2002 Bond, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) The proceeds, excluding accrued interest, of all Additional Bonds shall be deposited in accordance with the terms of the ordinance authorizing their issuance, after payment or making provision for payment of all expenses incident to such financing to be used for the sole and exclusive purposes provided in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bonds shall become mutilated, or be lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver new Bonds of like series, date and tenor as the Bonds mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bonds, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bonds, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bonds shall have matured, instead of issuing a substitute Bond, the City may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bond and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2002 Bond shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of Series 2002 Bond. The Series 2002 Bond shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with clauses (c) through (g) of **Section 602** hereof, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) Upon the payment of all of the Grants (as defined in the Grant Agreement) under the Grant Agreement, the Series 2002 Bond shall be subject to mandatory redemption at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

Section 303. Effect of Call for Redemption. Prior to or on the date fixed for redemption, funds or Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed prior to maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease. At its option, the Company may deliver to the Trustee for redemption Bonds not previously paid and the Company shall receive a credit against the Basic Rent or other amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for redemption plus accrued interest.

Section 304. Notice of Redemption. In the event the Bonds are to be called for redemption as provided in **Section 302 (a) or (b)** hereof, the Company shall deliver written notice to the City and the Trustee of the principal amount of Bonds that it has elected to redeem and whether the Bonds are to be redeemed in accordance with **Section 302(a) or (b)** hereof, such notice to be delivered at least 40 days (10 days if the Company, or any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner at least 30 days (five days if the Company, any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date by first class mail stating the principal amount of the Bonds to be redeemed and the date upon which the Bonds will be

redeemed and paid. The Bonds are subject to redemption pursuant to **Section 302(c)** without any request or notice from the Company.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Series 2002 Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in this article. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

Section 402. Form of Bonds.

(FORM OF BOND)

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the City, the Trustee and the Company are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any entity controlled by, under common control with, or controlling the Company, without the necessity of obtaining such an opinion.

UNITED STATES OF AMERICA STATE OF MISSOURI

CITY OF BOWLING GREEN, MISSOURI TAXABLE INDUSTRIAL REVENUE BOND (AMERENUE PROJECT) SERIES 2002

CITY OF BOWLING GREEN, MISSOURI, a fourth class city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to

UNION ELECTRIC COMPANY d/b/a AMERENUE

or registered assigns, on December 1, 2023, the principal amount of

ONE HUNDRED TWENTY-FIVE MILLION DOLLARS

or such lesser amount as may be outstanding hereunder as reflected on the Table of Cumulative Outstanding Principal Amount attached hereto and recorded as provided in the Indenture (defined herein). The City agrees to pay such principal amount to the registered owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts,

and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate of ___% per annum payable in arrears on each December 1 commencing on December 1, 2002, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable in full on December 1, 2023.

The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Bonds, under the column headed "Principal Amount Issued" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to the principal amount issued or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the City designated "City of Bowling Green, Missouri Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002," in the maximum aggregate principal amount of \$125,000,000 (the "Bond"), to be issued for the purpose of providing funds to pay the cost of purchasing the Project, to be leased to the Company, under the terms of a Lease Agreement dated as of May 1, 2002 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the governing body of the City.

THE BOND is issued under and is equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of May 1, 2002 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and Commerce Bank, N.A. (the "Trustee"). Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bond. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bond, the rights, duties and obligations of the City, the Trustee and the owners of the Bond, and the terms upon which the Bond are issued and secured.

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) Upon the payment of all of the Grants (as defined in the Grant Agreement) under the Grant Agreement, the Bond shall be subject to mandatory redemption at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

In the event the Bond is to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bond in accordance with paragraph (a) or (b) above at least 40 days (10 days if the Company, or any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date. The Bond is subject to redemption pursuant to (c) above without any request or notice from the Company. The Trustee shall then deliver written notice to the Owner of this Bond at least thirty days (five days if the Company, or any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date by first class mail stating the date upon which the Bond will be redeemed and paid.

THE BOND, including interest thereon, is a special obligation of the City and is payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bond does not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and is not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bond are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special account created by the City and designated the "City of Bowling Green, Missouri, Taxable Industrial Revenue Bond Fund -- AmerenUE Project."

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Bond issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon

payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BOND may be issuable in denominations authorized under the Indenture.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of Bowling Green, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of _____, 2002.

CITY OF BOWLING GREEN, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount <u>Issued</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee
for the registration and transfer of Bond, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By: _____
Title: _____

Section 403. Form of Certificate of Authentication.**(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)****CERTIFICATE OF AUTHENTICATION**

This Bond is the Taxable Industrial Revenue Bond (AmerenUE Project), described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

COMMERCE BANK, N.A.

Date

By _____
Name: _____
Title: _____

ARTICLE V**CUSTODY AND APPLICATION OF BOND PROCEEDS**

Section 501. Creation of Construction Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Bowling Green, Missouri, Construction Fund -- AmerenUE Project" (herein called the "Construction Fund").

Section 502. Deposits into the Construction Fund. The proceeds of the sale of any Additional Bond when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Construction Fund. Any money received by the Trustee from any other source for the purpose of acquisition, construction, extension or improvement of improvements to the Project or for other projects authorized hereunder shall also be deposited into the Construction Fund.

Section 503. Disbursements from the Construction Fund.

(a) The moneys in the Construction Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City.

(b) The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

(c) The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 504. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee and the City of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Bowling Green, Missouri, Taxable Industrial Revenue Bond Fund -- AmerenUE Project" (herein called the "Bond Fund").

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the purchaser of the Bonds; (b) all rent payments payable by the Company to the City specified in **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease for deposit in the Bond Fund; (c) any amount in the Construction Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1** and **9.2** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 606** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bond Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bond have not been presented for payment.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bond shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the city of payment are authorized by law to close, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding business day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond become due, whether by maturity or otherwise, the Trustee shall repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof) as provided in this Indenture, and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease (including without limitation any amounts payable under the Grant Agreement), all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest or any moneys received hereunder except such as may be agreed upon.

Section 702. Investment of Moneys in Construction Fund and Bond Fund. Moneys held in the Construction Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the event the Company fails to provide written directions concerning investment of moneys held in the Construction Fund and the Bond Fund, the Trustee may invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Construction Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The City covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income providing undertaking. Should there be a default under the Lease with the result that the right of possession of the Project is returned to the City, the City shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of

the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bond. The City covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to issue the Series 2002 Bond and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Series 2002 Bond has been duly and effectively taken; that the Series 2002 Bond in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. Upon request of the Owner of the Bonds or the Trustee, the City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all appropriate financing and continuation statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners of the Bonds and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Grant Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee

of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease shall have occurred.

Anything herein to the contrary notwithstanding, no default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the City, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; the Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation

(a) reasonable compensation to the Trustee, his agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges prior to the lien of this Indenture, (d) all expenses of such repairs and improvements, and (e) any amounts payable under the Grant Agreement, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bond shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bond then Outstanding, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease and the Deed of Trust, respectively.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the Bondowners.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Bondowners. No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this

Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Bond shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Bondowners to Direct Proceedings.

(a) Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, the Owners of the Bonds shall not have the right to control or direct any remedies hereunder in the event of a default pursuant to **Section 12.1(e)** of the Lease Agreement or in the event the City or the Trustee are enforcing rights (a) to collect moneys for their own account, or (b) to indemnification or to be protected from liabilities by insurance policies required by the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee have been paid (including any amounts payable under the Grant Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Company, the Trustee and the Bondowners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, and shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding (except for any Event of Default hereunder as a result of any Event of Default under **Section 12.1(e)** of the Lease which may only be waived by the City), provided, however, that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bond, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee (including attorneys fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on

account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent corporate trust department would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to act upon the opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) Except as provided in the Lease and particularly **Section 10.8** thereof, the Trustee shall not be responsible for any recital herein or in the Bond (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bond), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the

proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bond, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bond, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture other than the payments from moneys on deposit in the Construction Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of

such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Bondowners if Default Occurs. If a default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of default be given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, subject to the provisions of **Section 1001(i)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the City. The Trustee shall resign at any time it determines that it has a conflict of interest (as defined in the Trust Indenture Act of 1939), and shall, within 90 days after ascertaining that it has a conflict of interest, or within 30 days after receiving written notice from the City or the Company (so long as the Company is not in default under the Lease Agreement)

that it has a conflict of interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in this Indenture.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners of the Bonds and signed by the Company.

Section 1008. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default shall have occurred and be continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall hold such appointment no longer than 90 days without Company approval (so long as no Event of Default shall have occurred and be continuing) and shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the

aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Bondowner requesting the same and, upon the request of the Company or the Bondowner, a monthly accounting to the Company and the Bondowner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners. The City and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change not materially adverse to the security for the Bondowners;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;
- (c) To more precisely identify the Project or the Project Site or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company;
- (e) To subject to this Indenture additional revenues, properties or collateral; or
- (f) To issue Additional Bonds as provided in **Section 209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bond over any other Bond or Bond, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Bondowner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the City following the mailing and final publication of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental

Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 30 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Bondowners. The City and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, (d) in connection with the issuance of Additional Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Bondowners.

Section 1202. Supplemental Leases Requiring Consent of Bondowners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the principal corporate trust office of the Trustee for inspection by all Bondowners.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision

shall also be made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds or coupons then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) shall have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bond, with respect to which such moneys and Government Securities have been so set aside in trust.

(d) At its option, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the Basic Rent or other amounts payable by the Company for the redemption or defeasance of the Bonds in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owners of the Bonds, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail addressed:

- | | | |
|-----|-----------------|--|
| (a) | To the City: | City of Bowling Green, Missouri
16 West Church
Bowling Green, MO 63334
ATTN: Mayor |
| (b) | To the Trustee: | Commerce Bank, N.A.
1000 Walnut, 6 th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department |

(c) To the Company: Union Electric Company d/b/a
AmerenUE
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, MO 63103
ATTN: Treasurer

with a copy to: Union Electric Company d/b/a
AmerenUE
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, MO 63103
ATTN: General Counsel

(d) To the Bondowners if the same shall be duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the principal corporate trust office of the Trustee.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City of Bowling Green, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, Commerce Bank, N.A. has caused this Indenture to be signed in its name and behalf by its duly authorized President or Vice-President or Trust Officer and its official seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, all as of the date first above written.

CITY OF BOWLING GREEN, MISSOURI

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk

COMMERCE BANK, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
 CITY OF PIKE)

On this ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Boyd Haddock, and Barbara Allison, who acknowledged themselves to be the Mayor and City Clerk of **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city organized and existing under the laws of the State of Missouri, and that they, as such Mayor and City Clerk are authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as Mayor and City Clerk.

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

 Notary Public

My commission expires:

AmerenUE Project
 Trust Indenture

STATE OF MISSOURI)
) SS.
CITY OF _____)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who acknowledged himself to be _____ of **COMMERCE BANK, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing under the laws of the United States of America, and that he as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as an officer.

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

Notary Public

My commission expires:

EXHIBIT A

PROJECT

EXHIBIT B

PROJECT SITE

The real property located in Pike County, Missouri:

EXHIBIT C

PROJECT EQUIPMENT

GILMORE & BELL, P.C.

DRAFT: JULY 25, 2002

G:\ESD\K105583\LEASE5

LEASE AGREEMENT

Dated as of _____ 1, 2002

Between

**CITY OF BOWLING GREEN, MISSOURI,
As Lessor,**

AND

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

Relating to:

**\$125,000,000
(Aggregate Maximum Principal Amount)
City of Bowling Green, Missouri
Taxable Industrial Revenue Bond
(AmerenUE Project)
Series 2002**

The interest of certain rights of the City of Bowling Green, Missouri (the "City"), in this Lease Agreement has been pledged and assigned to Commerce Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of _____ 1, 2002, between the City and the Trustee.

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- Exhibit A - Project Site
- Exhibit B - Project Improvements
- Exhibit C - Project Equipment
- Exhibit D - Form of Requisition Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____ 1, 2002 (the "Lease"), between **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **UNION ELECTRIC COMPANY d/b/a AMERENUE**, a Missouri corporation (the "Company"), as lessee;

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended and Article VI Section 27(b) of the Missouri Constitution, as amended (the "Act"), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed, extended or improved by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the governing body of the City passed an Ordinance on July 15, 2002 (the "Bond Ordinance"), authorizing the City to issue its Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002, in the maximum principal amount of \$125,000,000 (the "Series 2002 Bond"), for the purpose of purchasing a project described on **Exhibit A** hereto (the "Project Improvements") on the real estate described on **Exhibit B** hereto (the "Project Site") including the equipment described on **Exhibit C** hereto (the "Project Equipment"), and authorizing the City to lease the Project Site, the Project Improvements and the Project Equipment (collectively, the "Project") to the Company;

WHEREAS, pursuant to such Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture"), with Commerce Bank, N.A., as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will purchase the Project and will lease the Project to the Company in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I**DEFINITIONS**

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Section 5.2** of this Lease.

"Basic Rent" means the rental payments described in **Section 5.1** of this Lease.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with **Section 7.2(a)** hereof.

"Grant Agreement" means the Pre-Annexation and Development Agreement dated as of November 9, 2001, between the City and the Company.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, the Deed of Trust, any Leasehold Mortgage or any Financing Document, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) any other liens, encumbrances, leases, easements, restrictions or covenants consented to in writing by the Owner of 100% of the principal amount of the Bonds, (f) any exceptions to the title of the Project Site which are contained in the title insurance policy provided in **Section 7.1** herein, and (g) liens or security interests granted pursuant to any Financing Documents.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time, the same being on file at the principal office of the Company in St. Louis, Missouri and which shall be available for reasonable inspection during normal business hours and upon not less than five business days' prior notice by the City, the Trustee and their duly appointed representatives.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a fourth class city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, and all other documents and agreements related to the transactions contemplated herein, acting by and through its duly authorized officers.

(b) The City has acquired the Project Site, subject to Permitted Encumbrances, and proposes to purchase the Project pursuant to the terms of this Lease. The City proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the City has found and determined that the purchase of the Project will further the public purposes of the Act.

(c) To finance the purchase of the Project, the City proposes to issue the Series 2002 Bond which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Series 2002 Bond are to be issued under and secured by the Indenture and the Deed of Trust, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and the amounts owing pursuant to this Lease.

(e) The City will not mortgage, grant any interest in or otherwise encumber the Project or pledge the revenues derived therefrom or hereunder for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative and the Owners of 100% of the principal amount of the Bonds.

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or subsequent to an Event of Default hereunder.

(g) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The design of the Project is in accordance with sound engineering principles.

(e) To the best knowledge of the Company, the Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(f) The Project is located wholly within the City.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon execution and delivery, and subject to earlier termination pursuant to the provisions of this Lease, shall have an initial term commencing as of the date of this Lease and terminating on December 31, 2023 (the "Stated Expiration Date").

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Grant Agreement. The Company shall use its reasonable best efforts to comply with all material statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for the purchase of the Project, the City agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Series 2002 Bond in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Series 2002 Bond, when and if received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when and if received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The City may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture.

(c) If the Company is not in default hereunder, the City will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; provided further that the Company and the City shall have entered into an amendment to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due, an amendment to the Grant Agreement acceptable to the City including, without limitation, any additional grant payments, and the Deed of Trust related to any improvements to the Project, and the City shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase of the Project. The City and the Company agree that the City will and the Company as the agent of the City shall purchase the Project as follows:

(a) The City will acquire the Project Site and any Project Improvements and Project Equipment located thereon at the execution hereof and which the Company desires to convey to the City in exchange for the issuance of the Series 2002 Bond in an amount equal to the value of property transferred to the City. Concurrently with the execution of this Lease (1) a deed and any other necessary instruments of transfer will be delivered to the City, (2) said deed will be placed of record, and (3) the title insurance policies required by **Article VII** hereof or commitments to issue such policies will be delivered to the Trustee.

(b) The Company, or any entity controlled by, under common control with or controlling the Company has constructed the Project Improvements on the Project Site and otherwise improved the Project Site in accordance with the Plans and Specifications. The Company agrees that the Project is suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications is desirable and appropriate in connection with the Project.

(c) The Company has installed the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. The City and the Company recognize that the Project Equipment is subject to change pursuant to the provisions of this Lease, and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to **Section 10.8** of this Lease. So long as no Event of Default shall have occurred and be continuing, the City will assign to the Company all rights or interests in the warranties and guaranties of all contractors, subcontractors, suppliers, architects and engineers for the furnishing of labor, materials or equipment or supervision or design in connection with the Project and any rights or causes of action arising from or against any of the foregoing, and the City will cooperate in the enforcement of such warranties and guaranties in the manner reasonably requested by the Company.

(d) The Company agrees that it will, on behalf of the City, comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the purchase of the Project.

Section 4.3. Project Property of City. The Project Site and all Project Improvements and Project Equipment located thereon at the execution hereof and which the Company desires to convey to the City, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as

otherwise specifically provided herein, shall immediately become the absolute property of the City, subject only to this Lease, the Indenture, the Deed of Trust, any Leasehold Mortgage, and any Financing Document.

Section 4.4. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or item of machinery or equipment which do not constitute part of the Project Improvements or Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid from proceeds of the Bonds, shall be the property of the Company and shall not constitute a part of the Project for purposes of Section 6.4.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, for deposit in the Bond Fund on or before 11:00 a.m., Trustee's local time, on the appropriate dates and in the appropriate amounts, the amount of principal of and the amount of interest on the Bonds in accordance with the provisions of the Indenture and the Bonds, as Basic Rent for the Project, in a total amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. At its option, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 15 days after receiving an invoice therefor, the following amounts:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred pursuant to the Indenture, this Lease, the Deed of Trust, the Grant Agreement, any Leasehold Mortgage or any Financing Document as and when the same become due;
- (b) all costs incident to the issuance of the Bonds and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;
- (c) all expenses reasonably incurred in connection with the reasonable and necessary enforcement of any rights under this Lease, the Deed of Trust or the Indenture by the City, the Trustee or the Bondowners;
- (d) an amount sufficient to reimburse the City for extraordinary expenses reasonably incurred by the City hereunder, with the prior written consent of the Company, in connection with the performance of its obligations under this Lease, the Indenture, the Deed of Trust, any Leasehold Mortgage, any Financing Document or the Grant Agreement;

- (e) all amounts payable under the Grant Agreement; and
- (f) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, irrespective of whether the City's title to the Project or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder without penalty. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall be entitled to credit against payments of Basic Rent or Additional Rent under the provisions of this Lease.

Section 5.5. Redemption of Bonds. The City and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provisions of **Article III** of the Indenture, use their best efforts to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company, or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction. At its option, the Company may

deliver to the Trustee for redemption Bonds not previously paid and the Company shall receive a credit against the Basic Rent or other amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for redemption plus accrued interest.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) The Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom or Basic Rent and other amounts payable under this Lease, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall indemnify, defend and hold the City whole and harmless from any costs and expenses the City may incur related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to the Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will cooperate with the Company to defend, at the sole expense of the Company, such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making those payments as set forth in **Section 5.04** of the Grant Agreement during the term of this Lease. The terms and conditions of the Grant Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Insurance. The Company will purchase, on behalf of the City and the Trustee, at its expense, from a company duly qualified to issue such insurance in the State of Missouri, an owner's policy of title insurance in the amount of not less than \$_____, subject only to Permitted Encumbrances. Copies of said policy will be delivered to the Trustee by the Company not later than 90 days after the date of issuance of the Bonds.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained at the Company's sole cost and expense, shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of "A-" or the equivalent thereof as may be selected by the Company. Copies of the insurance policies required under this Section, or originals or certificates thereof shall be delivered by the Company upon request to the City and the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City, the Company and the Trustee as additional insureds as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be paid and applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limitation on awards for liability in effect from time to time under R.S. Mo. Section 537.610 for bodily injury (including death) and property damage combined single limit each occurrence (with excess coverage

in an amount not less than \$6,000,000 and each subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company or its affiliates). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee upon request.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Worker's Compensation coverage or the approval to self insure as required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project.

(a) The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (i) be made in a good and workmanlike manner and in material compliance with all material laws and ordinances applicable thereto, (ii) when commenced, be prosecuted to completion with due diligence, and (iii) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder shall remain the property of the Company and may be removed by the Company, and are not part of the Project; provided, further, that prior to the Company making improvements which are to become part of the Project, the City and the Company shall agree upon additional grant payments, the issuance of Additional Bonds and other matters related to the improvements of the Project and amend or supplement the Grant Agreement, if necessary, and the Indenture, if necessary, regardless of the improvements being made pursuant to this **Section 8.1** or pursuant to **Section 8.3** hereof.

(b) Notwithstanding anything herein to the contrary, any repairs and maintenance of the Project Equipment or pursuant to the provisions of **Article IX** of this Lease shall be deemed to be part of the Project regardless of whether the same is paid for from funds deposited with the Trustee, and the Company shall not be obligated to make additional grant payments or otherwise amend the Grant Agreement in respect thereof.

Section 8.2. Removal of Project Equipment. The Company shall have the right, provided the Company is not in default in the payment of Basic Rent or Additional Rent hereunder, to remove from the Project and (on behalf of the City) sell, exchange or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of the Project Equipment which (a)

the Company shall certify to the Trustee have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or are otherwise no longer useful to the Company in its operations conducted on or in the Project, or (b) the Company shall certify to the Trustee have a value of less than \$1,000,000. The Trustee shall amend the list of Project Equipment maintained by it pursuant to **Section 10.8** hereof upon receipt of such certificates.

In all cases, the Company shall pay all the costs and expenses of any such removal and shall promptly repair at its expense all damage to the Project caused thereby in a good and workmanlike manner.

Section 8.3. Additional Improvements on the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in material compliance with all material laws and ordinances applicable thereto and when commenced be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations; provided that nothing in this Lease shall obligate the City to grant any permits, authorizations or approvals other than those which the City would grant in the course of and pursuant to its normal review procedures and standards for such matters. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company shall have the right to contest any such mechanics' or other similar lien if it notifies the City and the Trustee in writing of its intention so to do, and provided the Company diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the City whole and harmless from any loss, costs or expenses the City may incur related to any such contest. The City shall cooperate fully with the Company in any such contest.

Section 8.6. Option to Purchase Unimproved Portions of the Project Site. The City hereby grants to the Company the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section "unimproved" shall mean real property upon which no Project Improvements are located, but excluding improvements relating to streets, sidewalks, bridges, storm water, grading, utility, parking or other similar improvements. As conditions to such purchase, the City and the Trustee shall receive from the Company at least 30 days prior to the proposed date for completing the purchase the following (a) a written certificate from the Company to the effect (i) that the Company desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Company is not in material default under any of the provisions of this Lease Agreement, (b) an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased, (c) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate; (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section, (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (d) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be its fair market value as determined by the Owners of all of the Bonds and shall be received in writing by the City and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the City executes and delivers a special warranty deed conveying the property which is to be purchased to the Company. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the City's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, the Mayor and City Clerk of the City shall execute a special warranty deed conveying such property to the Company and shall deliver such deed to the Company. Such special warranty deed shall be subject to the following: (a) those liens and encumbrances, if any, to which title to that portion of the Project Site was subject when conveyed to the City; (b) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (c) those liens and encumbrances resulting from the failure of the Company to perform or observe any agreement on its part contained in this Lease; (d) Permitted Encumbrances other than the Indenture, this Lease and the Deed of Trust; and (e) if the unimproved portion of the Project Site or any part thereof is being condemned, the rights and title of any condemning authority.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction or, at the Company's option, shall construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements and/or Project Equipment immediately prior to the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company shall elect to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof and any reference to the words "Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be paid for such costs. Insurance monies in an amount of \$5,000,000 or more shall be paid to the Trustee to be used as provided herein. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided shall remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund, subject to the rights pursuant to any Leasehold Mortgage or Financing Document. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rental and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense, at the expense of the Company, of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Document (if any) with respect to all fires and any other casualties occurring in, on, at or about the Project.

(f) If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used, at the option of the Company, to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f).

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$5,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Document (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture, this Lease and the Deed of Trust other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company

shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used, at the option of the Company, to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. The Company shall hold the City whole and harmless from any loss, costs or expenses the City may incur related to any such proceeding. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee pursuant to the Indenture, this Lease or the Grant Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City from, agrees that the City shall not be liable for and agrees to hold the City harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the City's gross negligence or willful misconduct.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project to the City; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and

which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during normal business hours and, except in the event of emergencies, upon not less than one business day's prior notice, subject to the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) performing such work in and about the Project made necessary by reason of the Company's default under any of the provisions of this Lease, and (c) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Section 10.4(c)** and **(d)**, if no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the Company, unless such third party has actual notice that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (x) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (y) a written application signed by an Authorized Company Representative requesting such instrument, and (z) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, subject to **Sections 10.4(c)** and **(d)**, in the event of the termination of this Lease or Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, without the City's consent, provided and upon condition that:

(i) a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof; and

(ii) such mortgage shall contain a covenant to the effect that the net proceeds of all insurance policies and the condemnation award shall be held, used and applied for the purposes and in the manner provided for in this Lease.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company shall have the right, at any time and from time to time, to execute one or more Financing Documents without the consent of the City upon the terms contained in this **Section 10.4**. Notwithstanding anything contained to the contrary in this Lease (including without limitation Section 13.1(a)), the Company shall have the further right to sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party (or to the designee, nominee, assignee or transferee of such Financing Party), without the consent of the City.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same person or persons, without the prior written consent of such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(iii) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(v) in case of the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an

Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(vi) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to indemnify the City for any and all costs and expenses incurred by the City, including reasonable attorneys' fees and expenses, as a result of such request.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save the City and the Trustee and their governing body members, officers, agents, servants, employees, and independent contractors harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, or any action requested of the City by the Company related to this Lease, (c) any contract entered into in connection with the purchase or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City or Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed at the Project by employees or agents of the City, or (ii) the result of the City's gross negligence or willful misconduct. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding to which they are entitled to indemnification as provided herein. This **Section 10.5** shall survive any termination of this Lease.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with

or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) (i) the senior long term debt of such Person or the senior long term debt of an entity controlled by, under common control with or controlling such Person, is rated at least Baa3 by Moody's Investors Service, Inc. (or any successor agency) or BBB- by Standard & Poors Rating Service (or any successor agency), or (ii) such Person is controlled by, under common control with or controls the Company.

Section 10.8. Security Interests. At the written request of the Owners of all of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file all instruments the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which are materially violative of any applicable Environmental Laws and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are

received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment ("Assessments(s)") and reports regarding the correction or remediation of environmental issues addressed in the Assessment ("Report(s)") concerning the Project Site and the Project Improvements; upon the completion of the City's review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental Notices") that relate to the Project Site previously given, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices that relate to the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, defend, protect and hold harmless the City and the Trustee from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)) or threat of a release, actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Project, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any grossly negligent act or omission or willful misconduct of the City), (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising, actual or alleged, or any other liability, under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any negligent act or omission or misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, if any of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all Grant payments due and payable pursuant to the Grant Agreement which shall have accrued as of the date of purchase; plus
- (d) the sum of \$1,000.

At its option, to be exercised at least 5 Business Days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver, or cause to be delivered, to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture, the Deed of Trust and this Lease.
- (b) Documents, including without limitation a special warranty deed, conveying to the Company legal title to the Project, as it then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the

Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture, this Lease and the Deed of Trust; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project (a) for the sum of \$1,000 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) at least 30 days and not more than 90 days subsequent to the early termination of the Grant Agreement, in an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest, the reasonable fees and expenses of the Trustee and the sum of \$1,000.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent, and such default shall continue for 10 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (i) the Company has commenced such cure within said 10-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) The Company shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States bankruptcy code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) be subject to any

proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States bankruptcy code, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Company shall vacate or abandon the Project, or shall have been ejected from the Project or any material portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 90 days; or

(e) The Company shall fail to (i) pay amounts due under the Grant Agreement or (ii) comply with the other material terms of the Grant Agreement, and such default shall continue for sixty (60) days after the City, the Trustee or any other party to the Grant Agreement has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (A) the Company has commenced such cure within such sixty (60) day period, and (B) the Company diligently prosecutes such cure to completion.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default shall continue, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture;

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project; or

(c) without terminating this Lease, re-enter the Project to take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating this Lease, the City shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the City may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by the City shall be construed as an election on the City's part to terminate this Lease, and no such re-entry or taking of possession by the City shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and the Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of this Lease Term, whether or not the Project shall have been relet, less the Net Proceeds, if any, of any reletting of the Project after deducting all of the City's reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses,

expenses of employees, expenses for title reports, commitments or policies, alteration costs and expenses of preparation for reletting. Said Net Proceeds of any reletting shall be deposited in the Bond Fund. Having elected to re-enter or take possession of the Project without terminating this Lease, the City may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to the Company given at any time thereafter while the Company is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease on a date to be specified in such notice, which date shall be not earlier than 30 days after re-entry under (c) above, and if all defaults shall not have then been cured, on the date so specified this Lease shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article the City shall have the right to elect to re-enter and take possession of the Project, the City may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. The City may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Bondowners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Company's obligation under this Lease shall thereupon cease and terminate in full.

Section 12.4. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The City agrees that neither the City nor the Trustee shall enforce any right or obligation hereunder (except for the City's or the Trustee's right to receive payments for their own account under the Indenture, the Lease, the Grant Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by this Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds.

Section 12.5. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.6. Opportunity of Company to Cure Defaults. With regard to any alleged default concerning which notice is given to the Company under the provisions of this Article, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City,

with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any event of default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Subject to **Sections 10.4(c) and (d)**, the Company shall have the right to assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within ten (10) days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to one or more than one entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interests in this Lease without the prior consent of the City shall only be made (i) to any Person whose senior long term debt, or the senior long term debt of an entity controlled by, under common control with or controlling such Person is rated at least Baa3 by Moody's Investors Service, Inc. (or any successor agency) or BBB- by Standard & Poors Rating Service (or any successor agency); (ii) so long as the Company shall remain secondarily liable, to any Person, or (iii) to an entity controlled by or under common control with or controlling the Company. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Grant Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Grant Agreement and any other documents related to the Bonds, the Company shall

be released from and have no further obligations under this Lease, the Grant Agreement or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except pursuant to the Deed of Trust, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

- (i) To the City:
City of Bowling Green, Missouri
16 West Church
Bowling Green, MO 63334
ATTN: Mayor

(ii) To the Company:
Union Electric Company d/b/a AmerenUE
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, MO 63103
ATTN: Treasurer

with a copy to:
Union Electric Company d/b/a AmerenUE
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, MO 63103
ATTN: General Counsel

(iii) To the Trustee:
Commerce Bank, N.A.
1000 Walnut, 6th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's authority to approve or deny any matter within or without the Project which is subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the city of Bowling Green or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the City's breach of any provision, covenant or agreement contained herein.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Effective Date of Bond Documents. Notwithstanding anything to the contrary in the Lease, the Indenture, the Deed of Trust, the Bond Purchase Agreement, the Grant Agreement or any other document relating to the issuance of the Bonds or the transfer of the Project or Project Site to the City (collectively, the "Bond Documents"), unless waived in writing by the Company, none of the Bond Documents (except for the provisions in the Grant Agreement related to the improvements to the water system of the City which became effective immediately) shall be effective until the Company receives an order by the Missouri Public Service Commission and the Illinois Commerce Commission approving the transactions contemplated by the Bond Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF BOWLING GREEN, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

City Clerk

Exhibit 8

UNION ELECTRIC COMPANY d/b/a
AMERENUE

By: _____
Name:
Title:

(Seal)

ATTEST:

By: _____
Title:

ACKNOWLEDGMENTS

STATE OF MISSOURI)
) SS.
 COUNTY OF PIKE)

BE IT REMEMBERED that on this _____ day of _____, 2002, before me, the undersigned, a notary public in and for said county and state, came **BOYD HADDOCK**, Mayor of the **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Missouri, and **BARBARA ALLISON**, City Clerk, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

 Notary Public

My Appointment Expires: _____

STATE OF MISSOURI)
) SS.
 COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2002, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, a _____ of **UNION ELECTRIC COMPANY** d/b/a **AMERENUE**, a Missouri corporation, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and duly acknowledged the execution of the same to be the act and deed of said corporation.

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

 Notary Public

My Appointment Expires: _____

EXHIBIT A

PROJECT SITE

The real property located in Pike County, Missouri:

EXHIBIT B

PROJECT IMPROVEMENTS

EXHIBIT C

PROJECT EQUIPMENT

(FORM OF BOND)

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the City, the Trustee and the Company are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any entity controlled by, under common control with, or controlling the Company, without the necessity of obtaining such an opinion.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF BOWLING GREEN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(AMERENUE PROJECT)
SERIES 2002**

CITY OF BOWLING GREEN, MISSOURI, a fourth class city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to

UNION ELECTRIC COMPANY d/b/a AMERENUE

or registered assigns, on December 1, 2023, the principal amount of

ONE HUNDRED TWENTY-FIVE MILLION DOLLARS

or such lesser amount as may be outstanding hereunder as reflected on the Table of Cumulative Outstanding Principal Amount attached hereto and recorded as provided in the Indenture (defined herein). The City agrees to pay such principal amount to the registered owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate of __% per annum payable in arrears on each December 1 commencing on December 1, 2002, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable in full on December 1, 2023.

The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Bonds, under the column headed "Principal Amount Issued" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached Table. On each date upon which a portion of the Cumulative

Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to the principal amount issued or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the City designated "City of Bowling Green, Missouri Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002," in the maximum aggregate principal amount of \$125,000,000 (the "Bond"), to be issued for the purpose of providing funds to pay the cost of purchasing the Project, to be leased to the Company, under the terms of a Lease Agreement dated as of May 1, 2002 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the governing body of the City.

THE BOND is issued under and is equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of May 1, 2002 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and Commerce Bank, N.A. (the "Trustee"). Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bond. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bond, the rights, duties and obligations of the City, the Trustee and the owners of the Bond, and the terms upon which the Bond are issued and secured.

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

- (a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.
- (b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.
- (c) Upon the payment of all of the Grants (as defined in the Grant Agreement) under the Grant Agreement, the Bond shall be subject to mandatory redemption at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

In the event the Bond is to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bond in accordance with paragraph (a) or (b) above at least 40 days (10 days if the Company, or any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date. The Bond is subject to redemption pursuant to (c) above without any request or

notice from the Company. The Trustee shall then deliver written notice to the Owner of this Bond at least thirty days (five days if the Company, or any entity controlled by, under common control with or controlling the Company, is the Bondowner) prior to the scheduled redemption date by first class mail stating the date upon which the Bond will be redeemed and paid.

THE BOND, including interest thereon, is a special obligation of the City and is payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bond does not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and is not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bond are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special account created by the City and designated the "City of Bowling Green, Missouri, Taxable Industrial Revenue Bond Fund -- AmerenUE Project."

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Bond issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BOND may be issuable in denominations authorized under the Indenture.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of Bowling Green, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of _____, 2002.

CITY OF BOWLING GREEN, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Paid Pursuant to Redemption Provisions</u>	<u>Cumulative Outstanding Principal Amount</u>	<u>Notation Made By</u>
-------------	--	--	--	---------------------------------

(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee for
the registration and transfer of Bond, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By: _____
Title: _____

GILMORE & BELL, P.C.
DRAFT: JULY 25, 2002
G:\ESD\K105583\BPA5

\$125,000,000
(Aggregate Maximum Principal Amount)
CITY OF BOWLING GREEN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(AMERENUE PROJECT)
SERIES 2002

Dated as of __, 2002

BOND PURCHASE AGREEMENT

City of Bowling Green, Missouri
16 West Church
Bowling Green, MO 63334

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Union Electric Company d/b/a AmerenUE, a Missouri corporation (the "Purchaser"), offers to purchase from the City of Bowling Green, Missouri (the "City"), the above-referenced Taxable Industrial Revenue Bond (AmerenUE Project) Series 2002, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$125,000,000 (the "Series 2002 Bond"), to be issued by the City, under and pursuant to an Ordinance adopted by the governing body of the City on July 15, 2002 (the "Ordinance") and a Trust Indenture, dated as of _____, 2002 (the "Indenture") by and between the City and Commerce Bank, N.A., Kansas City, Missouri (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof the City hereby represents to the Purchaser that:

(1) The City is a fourth class city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, and the laws and ordinances of the City, and all necessary action has been taken to authorize, issue and deliver the Series 2002 Bond and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Grant Agreement and any and all other Financing Documents relating thereto. The proceeds of the Series 2002 Bond shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Series 2002 Bond.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the knowledge of the City, threatened questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Series 2002 Bond or the constitutionality or validity of the obligations represented by the Series 2002 Bond or the validity of the Series 2002 Bond, the Lease, the Indenture or the Grant Agreement.

(b) The Purchaser represents as follows:

(1) The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri. The Purchaser has all necessary licenses and permits required in order to carry on its business as currently conducted and has or will obtain all necessary licenses and permits in connection with the purchase, construction and operation of the Project. Except as may be disclosed in any filings which have been made by the Purchaser with the Securities and Exchange Commission, the Purchaser is not in violation of and has not received any notice of an alleged violation of or liability under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations that would have a material adverse effect on its operations or financial condition and has full right, power and authority to authorize, approve, enter into, execute and deliver the Lease, the Grant Agreement and this Bond Purchase Agreement (collectively, the "Company Documents") and to perform such other acts and things as are provided in the Company Documents.

(2) *No Conflict or Breach.* The execution, delivery, performance (where applicable) and approval by the Purchaser of the Company Documents, and full compliance by it with the provisions of the Company Documents, have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon Purchaser, or any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Approvals.* The Purchaser has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Series 2002 Bond by the City upon the terms and conditions set forth herein and in the Indenture, and (ii) the execution, delivery and performance (where applicable) of the Company Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by it in order to carry out, effectuate and consummate the transactions contemplated hereby and by such Company Documents.

(4) *No Litigation.* Except as may be disclosed in any filings which have been made by the Purchaser with the Securities and Exchange Commission, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or to the knowledge of the Purchaser, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of the Purchaser or the operation by the Purchaser of its property or of the transactions contemplated by the Company Documents or on the validity or enforceability in accordance with their respective terms of the Company Documents or any other agreement or instrument to which Purchaser is a party or by which it is or may be bound or would in any way contest the existence or powers of Purchaser.

(5) *Documents Legal, Valid and Binding.* The Purchaser shall, on or before the Closing Date, execute and deliver the Company Documents. When executed and delivered by the Purchaser, the Company Documents will be legal, valid and binding obligations, enforceable in accordance with their respective terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(6) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

(7) *No Default Under Company Documents.* No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by Purchaser under the Company Documents.

(8) *Title.* The Purchaser has good and marketable fee simple title in the Project Site which it will transfer to the City at Closing Date, and has good and marketable title to its other property, in each case free and clear of all liens, except encumbrances which do not materially adversely affect the Purchaser or its operations.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE SERIES 2002 BOND

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Series 2002 Bond on the terms and conditions set forth herein.

The Series 2002 Bond shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Series 2002 Bond ("Additional Payments") to Commerce Bank, N.A., as Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$125,000,000.

As used herein, the term "Closing Date" shall mean _____, 2002, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Series 2002 Bond on the Closing Date.

The Series 2002 Bond shall be issued under and secured as provided in the Ordinance, the Indenture, the Lease and the Deed of Trust authorized thereby and the Series 2002 Bond shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Series 2002 Bond shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$125,000,000; provided, that the principal amount of the Series 2002 Bond outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Series 2002 Bond only on the outstanding principal amount of the Series 2002 Bond, as more fully provided in the Indenture. Any certificate signed by an authorized

officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

The Purchaser agrees to indemnify and hold harmless the City, the Trustee or any member, officer, official or employee of the City or of the Trustee, within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any violation or failure to comply with any federal or state securities laws in connection with the Series 2002 Bond.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Purchaser, the Indemnified Parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Purchaser or there is a conflict of interest that would prevent counsel for the Purchaser from adequately representing both the Purchaser and the Indemnified Party. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of the Indemnified Parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Trust Indenture, the Lease and the Deed of Trust, and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Series 2002 Bond and that there is no controversy, suit or other proceeding of any kind pending or, to the knowledge of the City, threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Series 2002 Bond, or the constitutionality or validity of the obligations represented by the Series 2002 Bond or the validity of the Series 2002 Bond or any proceedings in relation to the issuance or sale thereof.

(c) A certificate of the Purchaser, dated the Closing Date, to the effect that (i) except as may be disclosed in any filings which have been made by the Purchaser with the Securities and Exchange Commission, no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the

Company Documents, or (B) in any way contest the existence or powers of the Purchaser or its affiliates, (ii) except as may be disclosed in any filings which have been made by the Purchaser with the Securities and Exchange Commission, no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of counsel to the Purchaser (A) will be entirely within applicable self-insurance program funding and insurance policy limits (including primary and excess insurance policies and subject to applicable deductibles) or (B) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Purchaser and its affiliates, (iii) the representations and warranties of the Purchaser herein and in the Company Documents were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, (iv) at the Closing Date, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Company Documents, and (v) such other matters as are reasonably requested by the other parties in connection with the issuance of the Series 2002 Bond.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Series 2002 Bond by notifying the City in writing or by telegraph of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Series 2002 Bond.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

The representations and warranties of each party are made only as of the date hereof and the Closing Date. All of the representations and agreements by either party shall survive delivery of the Series 2002 Bond to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the City of Bowling Green, City Hall, 16 West Church, Bowling Green, Missouri 63334, Attention: Mayor; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to Union Electric Company d/b/a AmerenUE, One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103, Attention: Treasurer with a copy to Union Electric Company d/b/a AmerenUE, One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103, Attention: General Counsel.

SECTION 8. PAYMENT OF EXPENSES

The Purchaser shall pay all reasonable expenses and costs of the parties to effect the authorization, preparation, issuance, delivery and sale of the Series 2002 Bond from proceeds of the Series 2002 Bond otherwise.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to (i) any entity controlled by, under common control with or controlling the Purchaser, or (ii) any third party which operates an electric generation facility or has material experience in operating an electric generation facility and whose senior long-term debt, or the senior long-term debt of an entity controlled by, under common control with or controlling such third party, is rated at least Baa3 by Moody's Investors Service, Inc. (or any successor agency) or BBB- by Standard & Poors Rating Service (or any successor agency). Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. Upon such assignment, the Purchaser shall be released from and have no further obligations under this Bond Purchase Agreement.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

**UNION ELECTRIC COMPANY d/b/a
AMERENUE, as Purchaser**

DATE OF EXECUTION:

_____, 2002

By: _____

Name:

Title:

Accepted and Agreed to this ____ day of _____, 2002.

CITY OF BOWLING GREEN, MISSOURI

By: _____
Mayor

GILMORE & BELL, P.C.
DRAFT: JULY 25, 2002
G:\ESD\K105583\DOT5

DEED OF TRUST AND SECURITY AGREEMENT

BY

**CITY OF BOWLING GREEN, MISSOURI,
as Grantor**

to

as Grantee

for the benefit of

**COMMERCE BANK, N.A.,
as Trustee**

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of _____ 1, 2002 by and among the **CITY OF BOWLING GREEN, MISSOURI**, a fourth class city organized under the laws of the State of Missouri, having its principal office located at City Hall, 16 West Church, Bowling Green, Missouri 63334 (the "City"), _____, an individual citizen of the State of Missouri, who resides in _____ County, Missouri, and whose mailing address is _____, as Grantee (together with his successors in trust collectively referred to as the "Mortgage Trustee"), for the benefit of **COMMERCE BANK, N.A.**, a banking association duly organized and existing under the laws of the United States of America, having its principal office located at 1000 Walnut, 6th Floor, Kansas City, Missouri, and its successors and assigns, as trustee under a Trust Indenture dated as of the date hereof (the "Trustee").

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed, extended or improved by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the governing body of the City passed an Ordinance on July 15, 2002 (the "Bond Ordinance"); authorizing the City to issue its Taxable Industrial Revenue Bond (AmerenUE Project), Series 2002 (the "Series 2002 Bond") in the maximum principal amount of \$125,000,000, for the purpose of purchasing a project, described on **Exhibit A** hereto (the "Project") including land, buildings, structures, improvements, fixtures, machinery and equipment as hereinafter more fully described, and authorizing the City to lease the Project to Union Electric Company d/b/a AmerenUE, a Missouri corporation (the "Company");

WHEREAS, the City is authorized to execute and deliver a Trust Indenture (the "Indenture") for the purpose of issuing and securing the Series 2002 Bond and any Additional Bonds issued pursuant to the Indenture (the Series 2002 Bond and any Additional Bonds are collectively the "Bonds"), and to enter into a Lease Agreement of even date herewith (the "Lease"), with the Company under which the City as Lessor, will lease the Project to the Company, as Lessee, pursuant to the Lease in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds;

NOW, THEREFORE, in consideration of the purchase of the Series 2002 Bond by the Company, the trust hereinafter created and the sum of ONE DOLLAR (\$1.00) to it paid by the Mortgage Trustee, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and as security for the prompt payment when due of the principal and interest on the Bonds, whether at the stated maturity thereof, or upon maturity by acceleration, and all other amounts payable by the City under the Indenture, the Bonds and this Deed of Trust, according to their respective terms and conditions, and for the performance by the City of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, the City does hereby **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Mortgage Trustee, and unto his successors and assigns forever, in trust, and assigns and grants to the Trustee for the benefit of the legal owner from time

to time of the Bonds a security interest in, all of the hereinafter described properties whether now owned or hereafter acquired situated in City of Bowling Green, Missouri (the "Property"):

1. The real estate described in **Schedule 1** hereto (the "Land").
2. All right, title and interest of the City in and to all buildings, improvements and fixtures, and all other property constituting real property or real estate under the laws of the State of Missouri now located, or hereafter erected, upon the Land, including without limitation the Project, and all right, title and interest of the City, in and to any and all strips and gores of land, in and to all land upon which any such buildings or improvements may now or hereafter encroach, and in and to all and singular the tenements, hereditaments, appurtenances, privileges, easements, franchises, rights, appendages and immunities whatsoever belonging to or in any wise appertaining to all such real property.
3. All right, title and interest of the City (now owned or hereafter acquired) in and to the equipment, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Land or other real estate described above or the buildings and improvements to be erected thereon, or the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said property is or shall be affixed thereto, including, without limiting the generality of the foregoing, all during the course of, or in connection with, any construction of any buildings and improvements related to the Project.
4. All right, title and interest of the City in and to leases or subleases of the Property, or any part or portion thereof, now or hereafter entered into or presently in existence and all right, title and interest of the City thereunder, including, without limitation, the Lease, as the same may be amended from time to time, and including cash and securities deposited under said leases or subleases.
5. All rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing.
6. All right, title and interest of the City under any and all construction, engineering, and architectural or design contracts, and all right, title and interest of the City to surveys, plans and specifications and information, and any and all other items to be used in connection with the construction or improvement of the Project.
7. Any and all proceeds of any and all of the foregoing Property.

TO HAVE AND TO HOLD THE SAME, with all appurtenances thereto, unto the Mortgage Trustee, and unto his successor or successors and assigns forever in trust, however, for the purpose of securing Grantor's payments and performance under the Indenture and the Bonds.

AND TO FURTHER SECURE its payments and performance under the Indenture and the Bonds, the City has covenanted and agreed and does hereby covenant and agree, herein and in the Indenture and the Bonds, as follows:

1. The security hereof shall not affect or be affected by any other security taken for the indebtedness represented by the Indenture and the Bonds or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness represented by the Indenture and the Bonds or any part thereof shall not release or impair the security hereof or improve the right of any junior

lienholder; and this Deed of Trust as well as any instrument given to secure any renewal or extension hereof, shall be and remain a first and prior lien on all parts of the Property until the indebtedness represented by the Indenture and the Bonds is paid.

2. In the event of any failure or default in the performance of any of the covenants or agreements of the City contained in this Deed of Trust or in the event of the occurrence of an "Event of Default" under the Indenture, the Bonds or the Lease, the Trustee, its successors or assigns, may, without notice, subject to the rights of the City to cure such default, if any, declare the whole of the unpaid debt due thereunder, or any part thereof, to be immediately due and payable.

3. Notwithstanding any provision herein to the contrary, this Deed of Trust is nonrecourse against the City except to the extent of the Property and revenues derived by the City under the Lease for the payment of the Bonds.

4. This Deed of Trust secures future advances and future obligations within the meaning of §443.055, RSMo., and this Deed of Trust shall be governed by said §443.055. The "Face Amount", as defined in §443.055, is \$200,000,000. The total amount of obligations that may be secured by this Deed of Trust may decrease or increase from time to time, but the total principal amount of the obligations secured at any given time may not exceed the Face Amount as stated above, except as to advances made pursuant to subsection 3 of §443.055 (dealing with future advances and/or future obligations made or incurred for the reasonable protection of the beneficiary's lien and security interest under this Deed of Trust). The priority of any lien hereunder securing such future advances and future obligations shall date from the time this Deed of Trust is recorded in the applicable real property records, all in accordance with §443.055. The City, for itself and its successors and assigns as owner of the real property encumbered by this Deed of Trust (not including the Mortgage Trustee), to the maximum extent permissible under Missouri law, hereby waives any rights that it may otherwise have under Section §443.055, and hereby agrees not to terminate or give notice to terminate the operation of this security instrument as security for future advances or future obligations made or incurred after the date of such termination or notice. Any such termination or notice of termination shall, at the election of the Mortgage Trustee and subject to the notice and cure provisions provided for in the Indenture, constitute an Event of Default under the Indenture. In no event, however, shall any such termination affect the continued security or priority of this security instrument as security for the obligations outstanding on the date of such notice or termination.

PROVIDED, HOWEVER, if the amounts due under the Indenture and the Bonds be paid when due, and the agreements therein and herein contained be faithfully performed as aforesaid, these presents (including the Lease hereinafter set forth) shall be void, and the Property shall be released at the cost of the Company. If the amounts due under the Indenture and the Bond, or any part thereof, be not so paid when due according to the terms of the Indenture, the Bonds or this Deed of Trust, or if default shall be made in the faithful performance of said covenants and agreements, or any of them, as therein and herein set forth, then the whole of the Bonds shall become due and be paid as hereinafter provided, and this Deed of Trust shall remain in force and effect and the Mortgage Trustee or his successors in trust as hereinafter provided shall be at the request of the holder of the Bonds proceed to sell the property hereinbefore described at public vendue to the highest bidder for cash at a front door (to be designated by the Mortgage Trustee) of the building then appointed for holding foreclosure sales in Pike County, Missouri, first giving notice of such sale in the manner now prescribed by statute. The sale of the Property may be by one or more parcels and in such order as the Mortgage Trustee may determine. The Mortgage Trustee may postpone the sale of all or any parcel of the Property at any time and from time to time to any later time by public announcement at the time and place of any previously scheduled sale.

Upon such sale, the Mortgage Trustee shall execute and deliver to the purchaser or purchasers thereof a deed of conveyance of the Property sold, and shall receive the proceeds of said sale or sales, and out of the same shall pay: **FIRST**, the reasonable costs and expenses of executing this trust including compensation to the Mortgage Trustee for services rendered; **SECOND**, to the Trustee or to the Mortgage Trustee or their respective successors or assigns, upon the delivery of the usual vouchers therefor, all moneys paid for insurance or taxes or judgments upon statutory liens, claims and interest thereon, together with interest thereon as hereinbefore provided; **THIRD**, to the City, the amounts owing to the City under the Grant Agreement dated as of November 9, 2001, between the City and the Company; **FOURTH**, the principal due under the indebtedness represented by the Indenture and Bonds with all interest due thereunder to the time of such payment; provided, payments shall be credited first to interest and then to principal; **AND THE BALANCE** of such proceeds, if any, shall be paid to the City or its successors and assigns, or those lawfully entitled thereto.

The Trustee, its successors or assigns, at any time it or they may desire, may, by an instrument in writing executed and recorded according to law appoint a substitute trustee to act instead of the Mortgage Trustee named herein; and is further authorized so to appoint other substitute mortgage trustees successively, during the life of this Deed of Trust, and such mortgage trustees shall each and all succeed to the rights and power of the Mortgage Trustee named herein, and the City does hereby ratify and confirm any and all acts the said Mortgage Trustee, or his successors or successors in trust, may lawfully do by virtue hereof.

In case of any sale hereunder, it is agreed that the recitals in any deeds to the purchasers shall be accepted in any court as *prima facie* evidence of the truth of the matters therein stated, and it shall be presumed that all acts essential to the validity of the sale have been performed.

And the Mortgage Trustee hereby covenants faithfully to perform the trust herein created, and hereby lets the Property unto the City until a sale be had under the foregoing provisions upon the following terms and conditions to wit: The City, its successors and assigns, will pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall and will surrender peaceable possession of the Property, and every part thereof, sold under said provisions, to the Mortgage Trustee, its successors or assigns, or any purchaser or purchasers under such sale, within ten (10) days after the making of such sale, without notice or demand therefor.

To the extent any of the property covered by this Deed of Trust consists of property, rights or interests covered by the Missouri Uniform Commercial Code, this Deed of Trust shall constitute a security agreement and a present unconditional assignment of, and is intended to create a security interest in, such property in favor of the Trustee. During the continuance of any default hereunder, under the Bonds or the Indenture or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Missouri Uniform Commercial Code. This Deed of Trust shall be self-operative with respect to such property, but the City agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property. In the event that the City fails to execute any of such instruments within ten (10) days after demand to do so, the City does hereby make, constitute and irrevocably appoint the Trustee as its attorney-in-fact and in its name, place and stead so to do.

This Deed of Trust shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and to be attested to by its City Clerk, all as of the day and year first above written.

CITY OF BOWLING GREEN, MISSOURI

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
 COUNTY OF PIKE)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **BOYD HADDOCK**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of **CITY OF BOWLING GREEN**, a Missouri fourth class city, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said City.

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

(SEAL)

 Notary Public in and for said State
 Commissioned in _____ County

My commission expires: _____

SCHEDULE 1

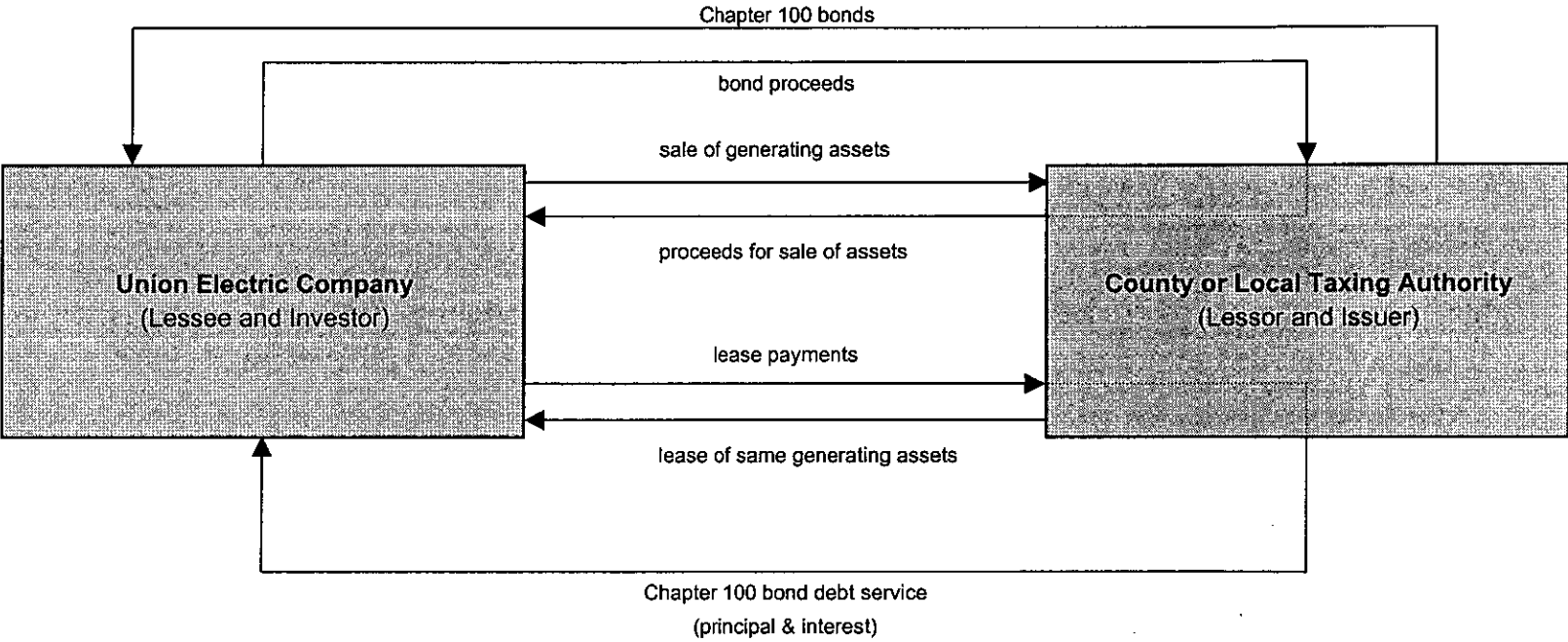
Description of the Land

EXHIBIT A

Description of the Project

AmerenUE MO Chapter 100 Project
Pike County CT Project

CHAPTER 100 PROJECT CONCEPTUAL OVERVIEW



lease payments and debt service are made via a trustee