# EXHIBIT 2

### Contents

Map of Macon Electric Cooperative Territory

Тах Мар А

Tax Map B

Tax Map C

Tax Map D

This contract and indenture, made this 2 day of the surviving husband of the late Julia F. Leathers, deceased, party of the first part, and MISSOURI POWER & LIGHT COMPANY, a Missouri corporation, party of the second part.

WITNESSETH, The party of the first part, grantor, in consideration of the sum of One Hundred Twenty-five Dollars (\$125.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the party of the second part, grantee, its successors, and assigns, the perpetual right to enter and erect, construct, operate and maintain poles, crossarms, wires, anchors, transformers, metering equipment, and a substation and appurtenances thereto, for the transmission, transforming, metering and conveyance of electric energy and for communication purposes over, along, and across the following lands in the County of Macon and State of Missouri, to-wit:

Begin at the Northeast corner of Section Twenty-eight (28), Township Fifty-six (56), Range Fourteen (14), thence West along the Section line for a distance of the Hundred Eighty-seven and Five Tenths (187.5) feet thence South 0° 05' West to the South right-of-way line of State Highway "T" for a point of beginning, thence South 0° 05' West for a distance of Fifty (50) feet thence West and parallel to said right-of-way line for a distance of Forty (40) feet thence North 0° 05' East for a distance of Fifty (50) feet thence East and parallel to said right-of-way line for a distance of Forty (40) feet to the point of beginning.

The right-of-way for said substation for the transforming and metering of electrical current and said transmission line shall run across and on said lands and shall be located and selected by the party of the second part so as to be a part of its continuous right-of-way for a transmission line in said county and a substation therefor, Such selection and location shall be made by party of the second part, and said right-of-way shall be finally established by the location of the substation for the transforming and metering of electrical current and said transmission line on said premises.

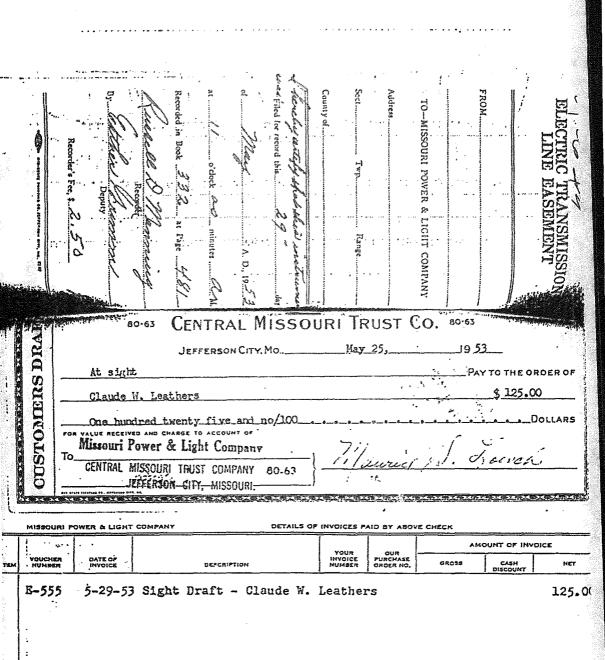
The grantee shall have the fight of ingress and egress to and from said transmission line and substation area right-of-way to survey, erect, construct, maintain, inspect, patrol, rebuild, and repair said substation for the transforming and metering of electrical current and said transmission line, together with the right to replace, renew, and relocate upon, across, over, or along said right-of-way poles, wires, anchors, transformers, metering equipment, and a substation, and appurtenances thereto, and the right to remove at any time any or all of said installations or appurtenances, and the party of the second part may erect, maintain and use gates in all fences which shall hereafter cross the route of said substation for the transforming and metering of electrical current and said transmission line, and may trim and/or cut and clear away any trees, limbs and brush whenever in its judgment the same will interfere with or endenger the construction, operation or maintenance of said substation for the transforming and metering of electrical current and said transmission line. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof. If the grantee shall cut or remove trees under the rights hereby granted, it is agreed that if such trees shall be valuable for either timber or wood, they shall continue to be the property of the grantor, but all tops, limbs and brush shall be burned or removed by grantee.

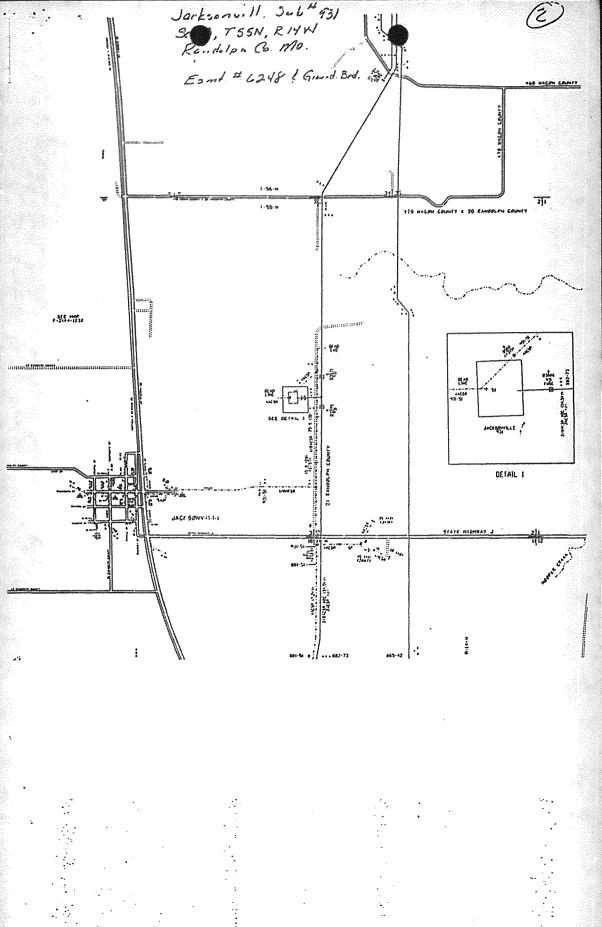
In the event grantee shell fail to begin construction of its said substation for the transforming and metering of electrical current and said transmission line upon the right-of-way granted hereby within five years from the date hereof all its rights hereunder shall cease, unless such failure is due to a National emergency or other cause over which grantee has no control.

This easement conveyance shall run with the land and shall be binding upon the Grantor, his heirs, successors and assigns.

TO HAVE AND TO HODD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said Missouri Power & Light Company, a corporation, and unto its successors and assigns, forever.

|   | In Testimony Wh  | ereof  | have hereunt  | io set my   |   |
|---|--|--|---|---|---|
|   | hand and seal  | one day and year a   | TOGAS MITTOOM.  |   | • •                                     |
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| State of                                | e persure  |  |   | 7 4   |   |
| County of                               | Macon  | }55.<br>   |   |   |   |
| On this                                 | day of   | o May-   | . 19 <i>5</i> 3, 1  | before me, a Notary Public,   | personally appeared                     |
| **************************************  | Claude W.  | Leethers   | <i></i>   |   |   |
| *****                                   | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\   |  | na des papas es sego maquelados quas personos personales com personales es un personales com personales es un p |   |   |
| to me known                             | to be the person, described in   | n and who executed the fore  | going instrument, and   | acknowledged that   | 2                                       |
| executed the                            | same as his free   | e act and deed. And the sai  | s Claude  | . W. Beath  | ira_                                    |
| <u> </u>                                |  | **************************************   |   |   |   |
| further declar                          | ed himself   | to be single and unmarri   | ed.   |   |   |
| in tes                                  | TIMONY WHEREOF, I have h   | nereunto set my hand and al  | fixed my official sector  |   |   |
|   | Mondatate, for which ion Expires Aprily  | day and year last above wri  | isten, in The con   | enty of Macon;  | rustich adjana                          |
| My Commiss                              | ion Expires  | 4 1955 Not   | ary Public  | Maurice (   | Joseph                                  |
| ****                                    | ,  | Cou  | inty of Fands   | Lph State of Till   | issouri :                               |
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| County of                               | <del></del>  | \ss.   |   |   | i a g<br>A                              |
| On this                                 | · day of   | ······································   | 10  | before me, a Notary Public,   | nersonally appeared                     |
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| free act and                            | to be the persons described in a   | mo who executed the lotego   | ng instrument, and ack  | mowiesges that they execut  | on the same as facil                    |
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EASEMENT

6248

THIS AGREEMENT, made this \_\_\_\_\_\_ day of February, 1960, by and between Richard T. Harmes and Elva Marie Harmes, husband and wife, of Randolph County, Missouri, parties of the first part, and Missouri ? Power & Light Company, a Missouri corporation, party of the second part,

WITNESSETII, that parties of the first part, in consideration of the sum of One Hundred Twenty-Five Dollars (\$125.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the party of the second part, its successors and assigns, the perpetual right to enter and erect, construct, operate, maintain and replace a substation and all appurtenances thereto for the transforming, metering, conveying and transmission of electrical

energy upon

Beginning at a point on the west line of the public road and 1305 feet north of the south line of the southeast quarter of the northeast quarter Section 3, Township 55, Range 14, thence west 30 feet, thence north 30 feet, thence east 30 feet, thence south 30 feet to place of beginning.

Party of the second part shall fence the area on which said substation is to be erected. In the event party of the second part fails to begin construction of said substation within five (5) years from the date hereof, all its rights hereunder shall cease. In the event party of the second part removes its facilities from said substation area and no longer uses same as a substation site, then this easement shall terminate and be of no further force and effect.

This easement shall run with the land and is binding upon parties of the first part, their heirs, successors and assigns.

IN WITNESS WHEREOF, parties of the first part have set their hands to this instrument, in triplicate, the day and year first above written.

Bishard T Harmes

Elva Marie Harmes

Parties of the First Part

JE.

#### EASEMENT

KNOW ALL MEN BY THESE PRESENTS.

EAS 2...
ELECTRIC GROUNDING SYSTEM OF OF

| that ADOLPHUS PACLIAL and METTY C. PACLIAL, husband and wife   |
|--|
|  |
| their heirs, successors and assigns hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, for and in consideration of the sum of   |
| THREE HUMORED & 00/100   |
| and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNIOH ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual |
| right and easement to construct, reconstruct, use, operate, and maintain an electric grounding system consisting of ground rods, wires, cables, and appurtenances thereto, including placing rock on ground  |
| surface, on, over, across, or under the following described land, to-wit:  |

Part of the Southeast Quarter of the Northeast Quarter of Section 3, Township 55 North, Range 14 West, Randolph County, Missouri, described as follows:

Beginning at a point on the West line of the public road that runs North and South along the East line of said Section 3, and 1300 feet North of the South line of said Southeast Quarter of the Northeast Quarter; thence West 40 feet, thence North 40 feet, thence East 40 feet to the West line of said public road; thence South along the West line of said public road 40 feet to the point of beginning.

with the right of ingress and egress to and over the above described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said grounding system, and the right to license, permit or otherwise agree to the use or occupancy of said grounding system by any other person, association or corporation for electric purposes; and with the further right to remove at any time any or all of the said grounding system, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

| IN WITHESS WHEREOF, grantor(s) have hereto set | oug hand and seal at |
|--|----------------------|
| RAUDOLON COUNTY Mis 14th day of                | APRIL , 19 92.       |
| Idelphut Paeliai                               | , Betty C. Paglini   |
| ADDLPRUS PAGLIAI                               | BETTY C. PAGLIAI     |
|  |                      |

|  | STATE OF MISSOURI )  |    |
|--|--|----|
|  | COUNTY OF Remoter )  |    |
|  | on this 141k day of APAIL , 19 92  | ,  |
|  | before me personally appeared <u>ADOLPHUS PAGLIAI</u>  |    |
|  | and BETTY C. PAGLIAI , husband and wife, to me know  | n  |
|  | to be the persons described in and who executed the foregoing  |    |
|  | instrument and acknowledged that they executed the same as the   | i  |
| The state of the s | fines act and deed.  | Ž, |
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| SO THE   | But PHalt  |    |
| 7  | Notary Public  | ř. |
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| ****   | manner D. COM  |    |

ROZERT P. HOLT Notary Public, State of Missouri COUKIY OF CALLAWAY

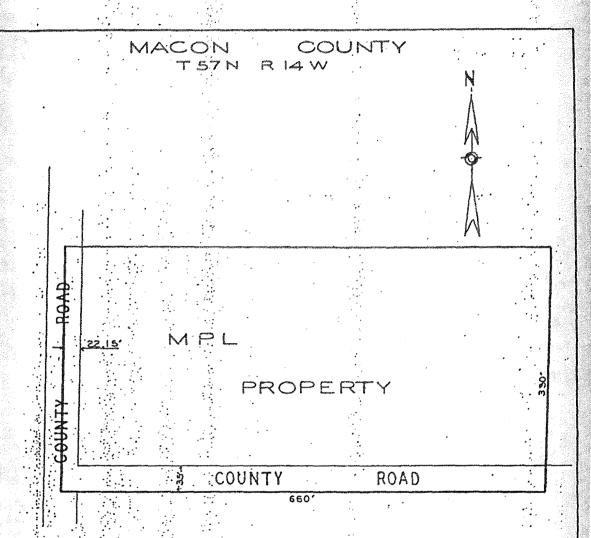


STATE OF MO. RANDOLPH CO AT HUNTSVILLE

HOUR 247 H PAGE 41 MARK PRICE, RECORDER DOCUMENT DOCUMENT

Wy Chourt

Macon 5-1 # (720 Deed # 3155 P-106



### DESCRIPTION:

Five (5) acres out of the southwest corner of the southwest quarter of the northeast quarter of Section ten (10), township (111y-seven (57) north range fourteen (14) west, more particularly described as beginning at the southwest corner of the southwest quarter of the northeast quarter of said section ten (10), thence running northwardly three hundred thirty (330) feet, thence eastwardly six hundred sixty (660) feet, to a point three hundred thirty (330) feet north of the southwest quarter of the northeast quarter of section ten (10), thence westwardly along said south line to point of beginning.

RECORD 3155

MISSOURI POWER & LIGHT COMPAN

PROPERTY PLAT.

SUBSTATION 120

MACON MISSOURI

DR. 11 B. 12 - 19

DR. 11 B. 12 - 1

#### HISSOURI WARRANTY DEED

THIS INDESTURE, Made on the 21st day of May A. D., One Thousend Nine Hundred and Forty-seven by and between

Alonzo E. HcQuay and Emma C. HcQuay, humband and wife, of the County Macon, State of Missouri, parties of the first part, and MISSOURI POWER & LIGHT COMPANY, a corporation of the County of Cole, State of Missouri, party of the second part,

WITHERSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of One Dollar and other good and valuable consideration to them paid by said party of the second part ( the receipt of which is hereby acknowledged), do by these present, Grant, Bargain and Soll, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Mecon and State of Missouri, to-wit:

Five (5) acres out of the southwest corner of the southwest quarter of the northeast quarter of Section tem (10), township fifty-seven (57) north, range fourteen (14) west, more particularly described as beginning at the southwest corner of the southwest quarter of the northeast quarter of said section tem (10), thence running northwardly three hundred thirty (330) feet, thence esstwardly six hundred sixty (660) feet to a point three hundred thirty (330) feet north of the south line of the southwardly three hundred thirty (330) feet; thence westwardly along said south line to the point of beginning.

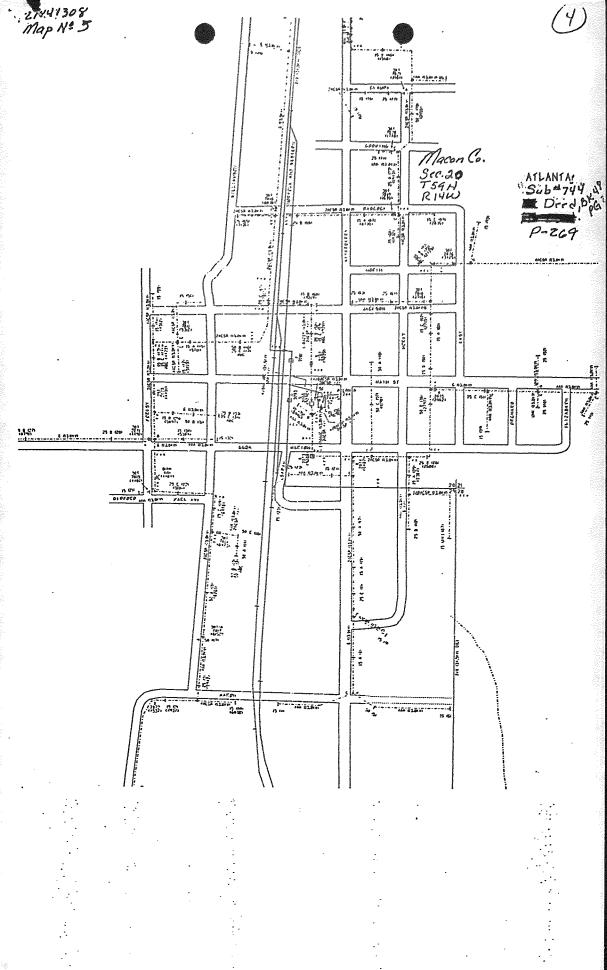
TO HAVE AND TO HOLD The premises of aforessid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise apportaining unto the said part of the second part and unto its successors and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefessible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

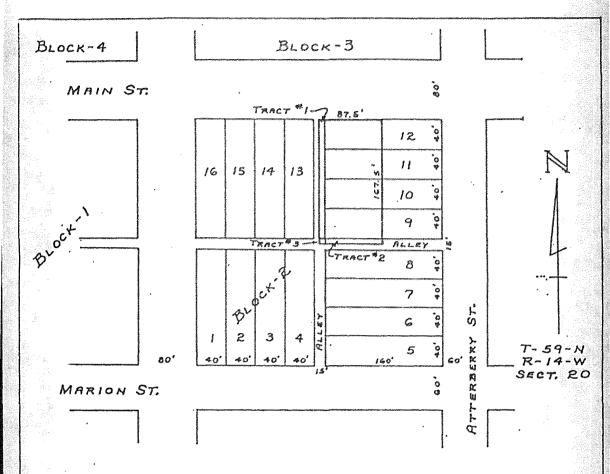
IN WITHESS WHEREOF, The said parties of the first part have hereunto set their hands and seeks the day and year above written.

e/ Alonzo F. HcQuar

e/ Emma C. McQuey

ORIGINAL SENT TO
Union Electric
St. Louis Office





### ~ DESCRIPTION ~

ALL OF THE WEST ONE-HALF OF LOTS NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK TWO (2), ORIGINAL TOWN OF ATLANTA, MACON COUNTY, MISSOURI.

### TRACT Nº 1

ALL OF THE EAST SEVEN AND ONE-HALF (71/2) FEET OF A FIFTEEN (15)
FOOT WIDE VACATED PUBLIC ALLEY LYING WEST OF LOTS NINE (9), TEN (10),
ELEVEN (11), AND TWELVE (12) IN BLOCK TWO (2), ORIGINAL TOWN OF
ATLANTA, MACON COUNTY, MISSOURI.

### TRACT Nº 2

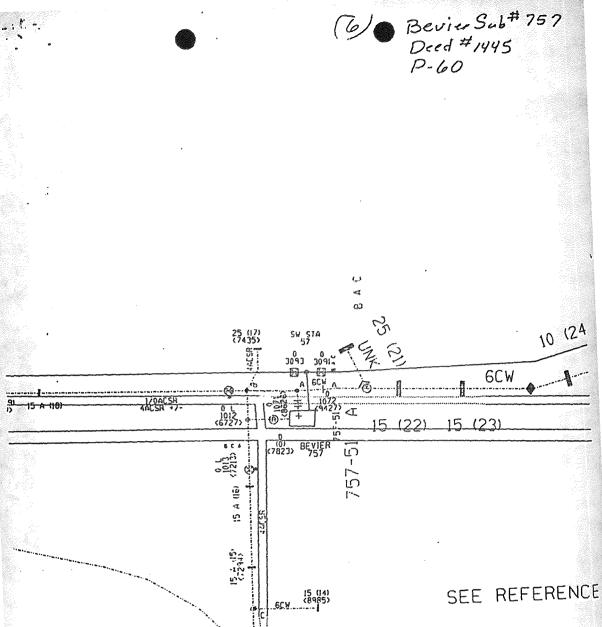
RLL OF THE NORTH SEVEN AND ONE-HALF (7/2) FEET OF A FIFTEEN (15) FOOT WIDE VACATED PUBLIC ALLEY LYING SOUTH OF THE WEST ONE-HALF OF LOT NINE (9) IN BLOCK TWO (2), ORIGINAL TOWN OF ATLANTA, MACON COUNTY, MISSOURI.

### TRACT Nº3

A SEVEN AND ONE-HALF (7/2) FOOT SQUARE TRACT OF LAND LYING SOUTH OF AND ABUTTING THE ABOVE DESCRIBED TRACT Nº 1 AND WEST OF AND ABUTTING THE ABOVE DESCRIBED TRACT Nº 2.

UNION ELECTRIC COMPANY
SUBSTATION PROPERTY PLAT
ATLANTA, MISSOURI
DR.JR.9-5-85
TR.
CH.
P-269
F-8180

Cole County, Missouri



Commencing at a point Fifteen (15) feet south and One Hundred and Hinety-eight and one half (1961) feet East of the Northwest corner of Northwest Quarter of Southwest Quarter section Ten (10) Township Fifty-Seven (57) Range Fifteen (15), thence South Twenty-five (25) feet, thence East Twenty-five (25) feet, thence North Twenty-five (25) feet, thence West Twenty-five (25) feet, thence West Twenty-five feet to point of beginning.

N.W. CORNER OF N.Y. TOF S.W. TOF SECT. 10, T.57-R15

REC, NO: 1445.

MISSOURI POWER & LIGHT COMPAN KANSAS GITY: 171 PLAT OF SUBSTATION SITE BEVIER MO.

-- K.O.A.J.7-26-34 Circ. No. Jiecure

James Christopher and
Mary A Christopher husband
and wife of Macon County Me.

to
The Kissouri Power and Light
Company, a corporation of No.

Warranty Dood
Dated July 0,1929
Filed July 27,1929
Took 263, Page 284 of
Nacon County records
Consideration \$ 50,00

CONVEY:

Commencing at a point Fifteen (15) feet south and One Humbred land Ninty-eight and one half (1981) feet East of the Northwest corner of North-west Quarter of Southwest Quarter ecction Ton (10) Formship Fifty-Savon (57)

Hange Fifteen (15), thence South Twenty-fire (25) feet, thence East Twenty-fire (25) feet, thence East Twenty-fire (25) feet, thence West Twenty-fire feet to point of Deginning.

Coal and other minerale excepted with right to mine and remove same at all

James Christopher (SEAL)

Mary & Chylstopher (SMAL)

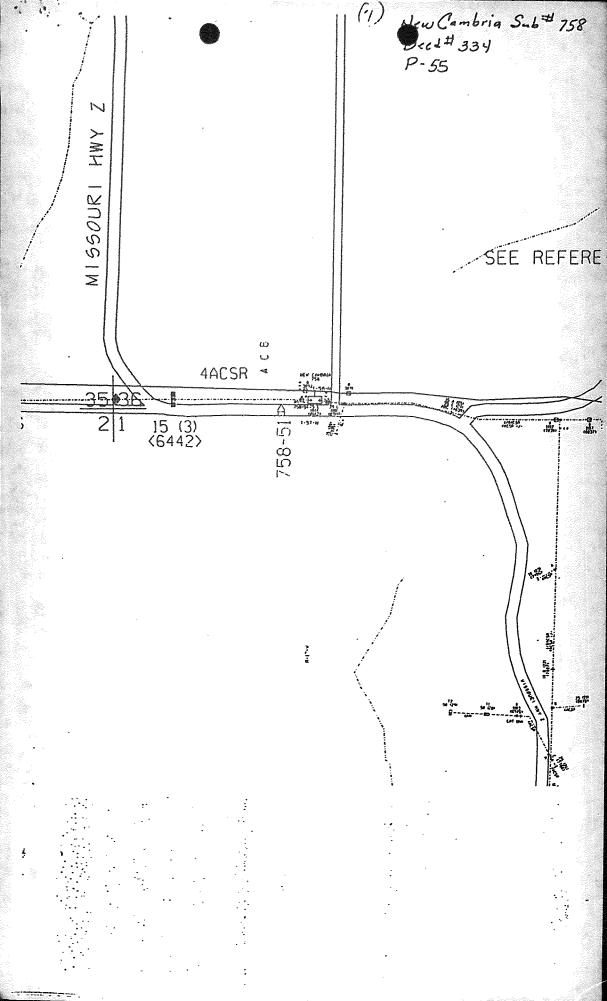
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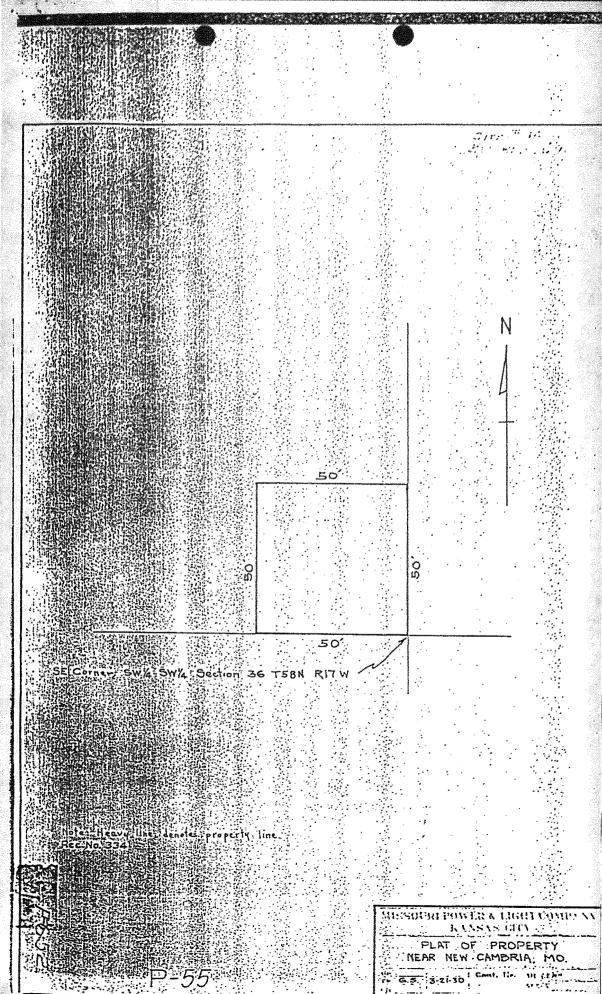
Joseph N. Bidsverite John F. Thomas

Acknowledged by James Christopher and Mary A. Christopher before John F. Thomas, Notary Bublic, July 23, 1929 of the County of Macon, State of Missouri,

(SLAL)







F\_67.2

William J. Evans, single and unsarried, Mary Ann Evans, single and unmarried and Ellan Eyans, single and unsarried, Servanty Read
Dated April 29 1926.
Filed April 22, 1926.
Book 249. Faga 537
Macon County, Missouri
Consideration 450.00

To

Misscuri Power and Light Company,

Convey:-

A tract of land fifty (50) feet square in South-east corner of the South-west quarter of Section Thirty-six Township fifty eight,
Range seventeen.

Acknowledged by William J. Evans, Mary Ann Evans and Ellon Evans, before

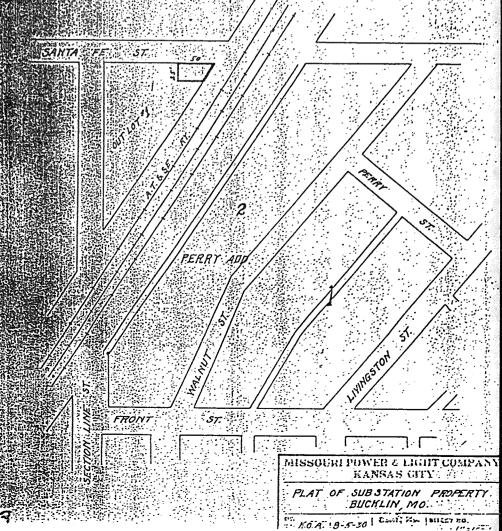


Bucklin Sub# 754 . Deed Nos 23-86-267-68-268A SEE REFERENCE \* (T-2028-1280) OUCKLIN

One (1) of Perry's Addition to Bucklinville, and Addition to Bucklin, Limit County, Missouri, described more particularly as follows:

Beginning at the North East Corner of the said Out Lot One (1) running thence West along the North line of said Out Lot One (1), Fifty [50] feet, thence South Twenty-five (25) feet, thence East parallel; to the North line of said Out Lot One (1) to the West line of the Right of Way of the Atchison, Topeka and Santa Fe Railroad, thence North east along said West line of Right of Way of Atchison, Topeka and Santa Fe Railroad to the place of beginning.

Rec. Nos.23, 86, 267, 268, 268A.



John L. Wobber and Rama A. Wobber. His wife

to

Morth Missouri Fower Company, a corporation

Warranty Dood Buted June 21, 1925 Filed June 21, 1925, Book 232 Page 451 Consideration \$60.00 Line County Records

Conveys

A cortain tract of land in the North East Corner of Out Lot One (1) of Porry's Addition to Bucklinville, and Addition to Bucklin, Linn Co., No., described more particularly as follows:

Beginning at the North East Corner of the said Out Let One (1), running theoree West along the North line of said Out Let One (1) Fifty (50) feet, thence South Twenty-five (25) feet, thence East parallel to the North line of said Out Let One (1) to the West line of the Right-of-Way of the Atchison, Tepeka and Santa Fe Rail Read, thence North East along said West line of Right-of-way of Atchsinen, Tepeka and Santa Fe Rail Read to the place of beginning.

Acknowledged before C.E. House, a Rotary Fublic, Linn County, Me.,

A W

Borth Missouri, Power Company a Missouri corporation

t.o

Missouri Power & Light Company a Hissouri corporation

Regitos:-

WHEREAS, Grantor by conveyance dated August 15, 1924, and recorded in the office of the Recorder of Deeds of Linn County on August 26, 1924, in Volume 235 at page 19, did convey and attempt to convey all of its property; and

Quit-Claim Deed Dated May 22, 1925

Book 243 Page 9

Linn County Records

July 3, 1925

Consideration \$1.00 atc.,

Wickers, cortain real estate was inadvertently omitted from the real estate specifically described in said conveyance; and

WHEREAS, Grantor corporation has since dissolved and the President and Roard .

of Directors of Grantor coporation new constitute the Trustees of said corporation in
accordance with the statute in such case made and provided;

(\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, has conveyed and quit claimed and by these presents does convey and quit claimed and by these presents does convey and quit claim unto Missouri Power & Light Company, its successors and assigns, all of Grantor's right; title and interest in and to the following real estate in Linn County, Missouri, to-wit:

A certain tract of land in the North East Corner of Out Lot One (1) of Ferry's Addition to Eucklinville, and Addition to Eucklin, Liun County, Ho., described more particularly as follows:

Deginning at the Borth Bast Corner of the said Gut Lot Que (1), running thence West slong the North line of said Out Lot One (2) Fifty (50) feet, thence Senth Twenty-five (25) feet, thence East garallel to the Borth line of white Out Let One (1) to the West line of the Right-of-Way of the Atchison, Topoka sum Banta Fe Rail Road, thence Borth East along said West line of Right-of-Kay of Atchison, Topoka and Santa Fe Rail Road, to the place of beginning.

(200) feet in the

of the Southwest quarter of the Horthoast quarter of

described as follows: Starting at the Laclede Hoad where the East line of said Southwest Quarter of said Hortheast quarter moets the same, running thence Borth on east line of said Southwest quarter two hundred (200) feet; thence West rarallel with the Lockede Road one hundred and ten (310) feet; thence South parallel with the first line two hundred (200) feet to the Laclede Road; thence East along the north line of the Laclede Road to the place of beginning; all being situated in Linn County in the State of Missouri.

Asknowledged by W.A. J. Bell, Freeldent of North Hissouri Power Company, before J.P. Doughten, Consul for the United States of America at London, England, on June 5, 1925.

Acknowledged by J.J. Seerley, Secretary, Horth Missouri Fower Company, before Ada M. Christie, a Notary Public, Cook County, Allinois, on May 22, 1925.

Control of the Contro

Beek 23 Page 42 Linn County Records Consideration \$1.00

deith a dachelor;

Conveys :-

Mo., described more particularly as follows: Boginning at the North East Corner of the said Out Lot One (1), running thence West along the North line of said Out Lot One (1) Fifty (50) foot, thence South Twenty-five (25) foet, thence East parallel to the North line of said Out Lot One (1) to the West line of the Right-of-Way of the Atchison, Topoka and Santa Fo Rail Road, thence North East along said West line of Right-of-Way of Atchison, Topoka and Santa Fo Rail Road, and Santa Fo Rail Road,

A. certain tract of land in the North East Corner of Out Lot One (1)

I let 110 feet by 200 feet in the Southeast corner of the Southwest quarter of the Northeast quarter of Section One (1) in Township Fifty-seven (57) Range Twenty (20), described as follows: Starting at the Lacledo Read where the east line of said Southwest quarter of said Hortheast quarter meets the same, running themee North on east line of said Southwest quarter two hundred (200 feet; thence West parallel with the Lacledo Road ene hundred ten (110) feet; thence South parallel with the first line two hundred (200 feet to the Lacledo Road; thence east along the North line of the Lacledo Read to the place of beginning, situated in the Gounty of Line, in the State of Missouri.

Leknowledged before Ada M. Christie, Notary Public, Cock County, Illinois, September 25, 1925.

OdiGINAL SIN TO
Union Instruction
St. Louis Odire

Eugene S. Hight

. сопузу і

The fellowing assertion Lots, Tracts or Parcels of Land lying, being and situated in Linn County in the State of Hissourie

A certain tract of land in the North east Germor of Out Lot One (1) of Ferry's Addition to Bucklinville, and Addition to Bucklin, Line County, Minscuri, described more particularly as follows:

Beginning at the North Rant Cermer of the said Out Lot One (1), running themse Wast cloud the North line of said Out Let One (1), Fifty (50) feet, thence South Twenty-five (25) feet, thence East parallel to the North line of said Out Let One (1) to the West line of the Right of Way of the Atchison, Topeka and Santa Fe Hailrend, Thomas North east along said West line of Right of Way of Atchison, Topeka and Santa Fe Hailrend.

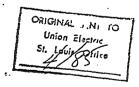
Pela Smith (SEAL)

Elizabeth W. Smith (SEAL)

Acknowledged by P.L. Smith and Elizabeth W. Smith, him wife before Stella Barrett; Notary Fublia, April 29, 1929 of Cock County, Illinois.

My Term Expires Narch 17,1931.

(SELL)



Considers tion \$1700 %

A dertain tract of land in the Northeast corner of Out Lot

1 of Farry's addition to Bucklinville; an Addition to Bucklin, Linn County,
Missouri; sore particularly described as follows: Beginning at the NorthEast corner of the said Out Lot 1; running themes West along the North line;
Est said Out Lot 1; 50 feet; themes Bouth 25 feet, themes East parallel to
the Morth line of said Out Lot 1 to the West line of the Right of way of the
Atolison; Topeka and Santa Fe Rail Road Company, themes Northeast along said
West line of Right of Way of Atohison; Topeka and Santa Fe Rail Road Company
to the place of beginning.

Abknowledged by Eugene S. Hight, a bachelor on November 7, 1956 before B. L. Nelson a Notary Public in St. Clair County, Illinois.

OdiGiNA: Nº 10 Union clearte St. Youth Briefs



JUL 5 - 199

MISSOURI

PUBLIC SERVICE COM

# Rebecca McDowell Cook Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

MACON ELECTRIC COOPERATIVE

I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI AND KEEPER OF THE GREAT SEAL THEREOF, DO HEREBY CERTIFY THAT THE ANNEXED PAGES CONTAIN A FULL, TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENTS ON FILE AND OF RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 1ST DAY OF JULY, 1996.

Robert My Donall Cook
Secretary of State



Certificate of Incorporation Whereas, An association organized under the name of MASON ELECTRIC COOPERATIVE has filed in the office of the Secretary of State Anticles of Association or Agreement in conting, as provided by law, and has in all nespects complied with the negativements of law governing the formation of Co-operative Associations for CO-OPERATIVE AGRICULTURAL PURPOSES Now, Therefore, J. DWIGHT H. BROWN, Secretary of State of the State of Missouri, in virtue and by authority of law, do horoby certify that said association has, on the date heave flocome a body coopenate, duly organized under the name of MACON ELECTRIC GOOPERATIVE located of Macon and is ontilled to all the nights and privileges granted to Co-operation Associations under the laws of this State for a term of parpatual years, and that the amount of the Capital Stock of said corporation is In Testimony Whereaf, I hereante set my based and affection Great Seek of the Sants of Missesset. Home of the Carry of Affron, die 13th day of May. A. D. Santon Handred and Thirty 01 gb Dinght 18 Brown

### CERTIFIED COPY

### ARTICLES OF INCORPORATION

of

#### MACON ELECTRIC COOPERATIVE

KNOW ALL MEN BY THUSE PRESENTS:

We, the undersigned, for the purpose of forming a cooperative association under and pursuant to the provisions of Artiple 29, Chapter 67, of the Revised Statutes of Missouri, 1929, and amendments thereto, do hereby associate ourselves as a cooperative association and do adopt the following Articles of Incorporation.

First. The name of this Association shall be MACON ELECTRIC COOPERATIVE

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

| MAME  | HESIDENCE  |
|---|--|
| B. J. S. M. S. C. M. S. C.  | and the control of th |
|   | Gollega Mound, Mo.   |
| The state of the s  |  |
| Miles Z. Postins  | Callag, No.  |
| The state of the s  | Jacksonvilla, Ro   |
|   |  |
| And the state of t  | service en   |
| Z. to Dec Spool 195   | www.AilastagenHogenson   |
| Mary Da Maryline  |  |
| \$2000000 Landa Kalkatanan managan mana | Atteb 61 gradio  |
| ASSAM-SAMALA MANAGEMENT OF THE PROPERTY OF THE  | Mason who was a second   |
| Large 1. La Thomas  |  |

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

### is formed are:

- (1) To generate, manufacture, purchase, acquire and accumulate electric energy for its stockholders and to transmit, distribute, furnish, sell and dispose of such electric energy to its stockholders; and to construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and transmission and distribution lines and systems necessary, convenient or useful for carrying out and accomplishing any of the foregoing purposes;
- (2) To assist its stockholders by wiring or causing to be wired their premises and by installing and causing to be installed therein electric and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character and, in connection therewith and for such purposes, to enter into and carry out all agreements necessary and advisable in connection therewith, and to purchase, acquire, lease, sell, distribute, install and repair electric and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character and to receive, acquire, endorse, guarantee, pledge, hypothecate, transfer and otherwise dispose of notes and other evidences of indebtedness and all security therefor;
- (3) To purchase, receive, lease as lessee, or in any manner acquire, own, hold, maintain, use, sell, convey, lease as lessor, exchange, pledge, mortgage or in any manner dispose of any and all real and personal property or any interest necessary, useful or appropriate to enable this Association to accomplish any or all of its purposes;
- (4) To acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and

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

- (5) To borrow money and otherwise contract indebtedness, and to give any form of obligation or security therefor and without limiting the generality of the foregoing to issue notes, bills off exchange, bonds, debentures and other evidences of indebtedness and to secure any of its obligations by mortgage, pledge or deed of trust of any or all of its property, assets, franchises and income;
- (6) To extend credit in connection with the sale of any property or merchandise, and take any form of obligation or security therefor, and to make any contract, endorsement or guaranty deemed desirable incident to the transfer or pledge of any such obligation or security;
- (7) To do and perform, either for itself or its stockholders any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes; and to exercise any of its powers anywhere.

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

Fifth. The amount of the authorized capital stock of this Association shall be Thirty Thousand (\$30,000) Dollars, divided into six thousand (6,000) shares of the par value of Five (\$5.00). Dollars each. The shares of authorized capital stock may be issued from time to time and shall be paid for at such times and in such manner as the by-laws of this Association shall determine.

Sixth. The duration of this Association shall be perpetual.

Seventh. Upon dissolution or liquidation, the assets of this Association shall be applied first, to pay liquidation expenses, next,

to pay obligations of this Association other than dividends based upon capital stock addividends based upon purchases by patrons of the Association; and the remainder of such assets shall be distributed in the following priority:

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

IN TESTIMONY WHEREOF, we have hereunto set our hands this 6th day of May, 1938.

| H. E. Walter      |
|-------------------|
| W. U. Cross       |
| Geo. T. Holman    |
| Miles E. Pontius  |
| LeRoy Andrews     |
| R. T. Ball        |
| Guy A. Borron     |
| V. D. Goodding    |
| Harv O. Harding   |
| Preston V. Walker |
| Bryon Leath       |
|                   |

STATE OF MISSOURI ) SS

On this 6th day of May, 1938, before me personally appeared H. E. Walker, Preston V. Walker, Miles E. Pontius, V. D. Goodding, LeRoy Andrews five of the incorporators who subscribed the foregoing Articles of Incorporation, to me known to be the persons described in and who executed the said instrument and acknowledged that they executed the same as their free act and deed.

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

in the collosi ra bul oppresent my notarial seal the day and year last above written. My commission expires

July 14,

Mayne Williams Notery Publi

(Seal)

FILED FOR RECORD ON MAY 7, 1938 AT 1 O'CLOCK AND 30 MINUTES P.M.

EVERETT FRAŽEE RECORDER.

IN THE RECORDER'S OFFICE.

STATE OF MISSOURI, ) County of Macon,

Conner 1

I, the undersigned Recorder within and for the County of Macon, State aforesaid, do hereby certified that the foregoing instrument is a true and complete copy of ARTICLES OF INCORPORATION OF MACON ELECTRIC COOPERATIVE, recorded in BOOK 293, at Page 140, and is on file and of record among the records of the Recorder's Office of Macon County, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Macon, Missouri, this the 7th day of May, 11938.

> RECORDER. Deputy.

FILED AND GLASS AL INCOMPONATION /

MAY 1 3 19%:

Llwight Tolker or

# No. 61484/2

# Articles of Association

macon Electric Cooperation

Location Mocon

Capital \$ 30.000

shares of no par value

For a term of perputal - years.

FILED AND GENTIFICATE INCORPORATION 186022

MAY 1 3 1938

Levight Brown Secretary of State

- marado printrios co., nervendos cerr., no. X1119

### Attachment E

FILLED

JUL 5 - 1996

MISSOURI PUBLIC SERVICE COMMISSION

**Tax Impact Statement** 

To Be Late Filed.

Attornation

JUL 5 - 1008

List of Castemers to Transferred from UE to Cooperative

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""PLIC SERVICE GOVERN

UNION ELECTRIC COMPANY MACON COUNTY CO-OP SWAP SPECIAL FILE ACCOUNTS PAGE

PGM: TSTEZMCNSF AREA CODE 371

ACCOUNT ACCT
NUMBER NAME SERVICE ADDRESS MAILING ADDRESS METERS STATUS

5464020 BETHEL RURAL RENTAL RT 2 NORMAN REYNOLDS 00 0

HOUSING SHELBYVILLE MO 63469 RT 2
SHELBYVILLE MO 63469

UNION ELECTRIC COMPANY
MACON COUNTY CO-OP SWAP
SPECIAL FILE ACCOUNTS
PGM: TSTEZMCNSF
AREA CODE 372

| ACCOUNT | ACCT  |  |                                  | # OF   | ACCT   |
|---------|---|--|----------------------------------|--------|--------|
| NUMBER  | NAME  | SERVICE ADDRESS  | MAILING ADDRESS                  | METERS | STATUS |
| 3964040 | MAYTAG  | OLD HWY 36 W & SHELBY  | PO BOX 70                        | 05     | 0      |
|         | HEATUBE COMPANY                               | CLARENCE MO 63437  | CLARENCE MO 63437                |        |        |
| 4564180 | CLARENCE NURSING HOME                         | SE CORNER EAST & WILLOW<br>CLARENCE MO 63437                       |                                  | 02     | 0      |
| 4764020 | M F A EXCHANGE                                | 90-N GRAND<br>CLARENCE MO 63437                                    |                                  | 02     | 0      |
| 4764040 | CASEY'S MARKETING CO<br>CASEY'S GENERAL STORE | BUS RT 36  | P O BOX 3001<br>STORE #1281      | 02     | 0      |
| 4764050 | D & B FOOD<br>DALE CHITTUM                    | CLARENCE MO 63437<br>CORNER CHESTNUT & SHELBY<br>CLARENCE MO 63437 | ANKENY IA 50021-0030             | 02     | 0      |
| 5464050 | CLARENCE RURAL RENTAL HOUSING                 | VIOLA MORTON TRES  | P.O. BOX 66<br>CLARENCE MO 63437 | 00     | 0      |

UNION ELECTRIC COMPANY MACON COUNTY CO-OP SWAP SPECIAL FILE ACCOUNTS PGM: TSTEZMCNSF

AREA CODE 374

# OF ACCT ACCOUNT ACCT STATUS NUMBER NAME SERVICE ADDRESS MAILING ADDRESS METERS P O BOX 65 00 0 SHELBYVILLE RURAL RNT HS PO BOX 175 5464010 SHELBYVILLE MO 63469 DONNA JOHNSON TREAS SHELBYVILLE MO 63469

PAGE

3

ACCOUNT NUMBER

3964080

5164400

UNION ELECTRIC COMPANY MACON COUNTY CO-OP SWAP SPECIAL FILE ACCOUNTS

PGM: TSTEZMCNSF AREA CODE 375

| ACCT<br>NAME           | SERVICE ADDRESS           | MAILING ADDRESS           | # OF<br>METERS | ACCT<br>STATUS |
|------------------------|---------------------------|---------------------------|----------------|----------------|
| AMOCO PIPELINE CO      | CTY RD 435-2 MI N OF HW36 | SHELBY STATION            | 05             | 0              |
| CUSHING-CHICAGO SYSTEM | STA CC73-ARCO BLD 11-4311 | 2087 E 71ST ST, SUITE 228 |                |                |
|                        | SHELBINA MO 64628         | TULSA OK 74136-5417       |                |                |
| NORTH SHELBY CL SCH    | N HWY 15                  | LARRY SMOOT               | 03             | 0              |
|                        | LARRY SMOOT               | R 2 BOX 142               |                |                |
|                        | SHELBYVILLE MO 63469      | SHELBYVILLE MO 63469-9752 |                |                |

PAGE

UNION ELECTRIC COMPANY
MACON COUNTY CO-OP SWAP
SPECIAL FILE ACCOUNTS
PGM: TSTEZMCNSF

PAGE

5

AREA CODE 532

ACCT # OF ACCOUNT ACCT NUMBER NAME SERVICE ADDRESS MAILING ADDRESS METERS STATUS 3466041 KENMAR TIMBER CO INC RT 1 BOX 107 03 0 KEN SCHROEDER CLIFTON HILL MO 65244