

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

In the Matter of the Joint Application of)
Union Electric Company, d/b/a Ameren Missouri,)
and Consolidated Electric Cooperative for an Order) File No. EO-2024-____
Approving an Addendum to a Territorial Agreement)
Regarding Service to Customers in Audrain County, Missouri.)

**JOINT REQUEST FOR WAIVER, MOTION FOR EXPEDITED TREATMENT, AND
APPLICATION FOR APPROVAL OF ADDENDUM NO. 1
TO AN APPROVED TERRITORIAL AGREEMENT**

COME NOW, Union Electric Company d/b/a Ameren Missouri ("Company"), a Missouri corporation, and Consolidated Electric Cooperative, a Missouri Cooperative Corporation ("Cooperative"), (collectively, "Joint Applicants") and for their *Joint Application* to the Missouri Public Service Commission ("Commission") for an order approving Joint Addendum No. 1 to their previously executed Territorial Agreement ("Addendum No. 1" and "Territorial Agreement," respectively) in accordance with Paragraph 9 of that Territorial Agreement as well as Sections 393.106 and 394.312, RSMo., which cover electrical corporation and electric cooperative service rights, respectively. To facilitate an expedient implementation of Addendum No. 1, Joint Applicants also request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017, and further request expedited treatment of this *Joint Application* so that the customers subject to this application can receive permanent service¹ in a timely manner. In support of their positions, the Joint Applicants state as follows:

INTRODUCTION

1. On April 25, 1997, Joint Applicants entered into a Territorial Agreement, which was approved by the Commission in File No. EO-97-493 on August 13, 1997. The Territorial

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

Agreement is attached hereto as Appendix 1 and is incorporated by reference into this *Joint Application* and made a part hereof for all purposes.² Paragraph 9 of the Territorial Agreement allows the Joint Applicants to agree, on a case-by-case basis and through an addendum to the Territorial Agreement, to allow a structure to receive service from one party even though the structure is located in the electric service territory of the other.

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

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

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

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

I. 20 CSR 4240-4.017

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

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

Pursuant to 20 CSR 4240-4.017(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes "a verified declaration from the filing party that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case..."³ As indicated in the Affidavits executed by Company and Cooperative attached as Appendix 3 and Appendix 4 to this *Application*, respectively, neither Company nor Cooperative has had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.⁴ Accordingly, Company and Cooperative have established good cause for a waiver from the 60-day requirement of 20 CSR 4240-4.017(1). No other public utility will be affected by granting the Company a waiver from this requirement.

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

Paragraph (A) – Joint Applicants

4. Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, organized and existing under the laws of the State of Missouri, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. Company is engaged in providing

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

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

electric and gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission. Company is a subsidiary of Ameren Corporation.

5. Consolidated Electric Cooperative is a cooperative corporation organized and existing under the laws of the State of Missouri, in good standing in all respects, with its principal office at 3940 East Liberty, Mexico, Missouri 65265. Cooperative is organized pursuant to Chapter 394 RSMo. and is a rural electric cooperative corporation engaged in the distribution of electric energy and service to its members in Missouri.

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

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

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

Paragraph I – Correspondence and Communication

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

For Company

For Cooperative

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

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

9. Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within three years of the date of this *Joint Application*. By the nature of its business, Company has, from time-to-time, pending actions in state and federal agencies and courts involving customer service or rates. Company has no annual report or assessment fees overdue to this Commission.

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

Paragraph (M) – Affidavit

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

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

Paragraph (A) – Territorial Agreement and Description of Property

12. The 1997 original Territorial Agreement and Addendum No. 1 are included as Appendices 1 and 2, respectively, to this *Joint Application*. The address and description of

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

the structures to be served by Company within Cooperative's service territory are shown in Addendum No. 1, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes. Specifically, the address and description for the affected service area is:

- Location 1 is a single-family home located at 11370 Audrain Road 929, Mexico, Missouri, owned by Derek Miller. Maps showing the location of the address and the existing service lines are attached hereto as Appendix 8, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.
- Location 2 is a single-family home located at 19570 Highway FF, Mexico, Missouri, owned by Heath & Rebekah Hudson. Maps showing the location of the address and the existing service lines are attached hereto as Appendix 9, and are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.

The Territorial Agreement and Addendum No. 1 only address electric service territories and the provision of electric service for the Applicants in Audrain County, where Locations 1 and 2 are located. Neither the Territorial Agreement nor Addendum No. 1 affect the rights or service areas of any other electric service provider.

Paragraph (B) – Other Electric Suppliers

13. No other regulated electric supplier provides electric service in the area sought to be certificated.

Paragraph (C) – Illustrative Tariff

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

Paragraph (D) – Public Interest

15. Addendum No. 1 to the Territorial Agreement is not detrimental to the public

interest; in fact, the Territorial Agreement is beneficial to the public interest. Generally, the establishment of exclusive service territories and service rights within a given geographic area prevents future duplication of electric service facilities, resulting in economic efficiencies and future cost savings, and benefit public safety and community aesthetics. In this case, allowing Cooperative to provide service to Locations 1 and 2, even if they are in Company's service territory, accomplishes these goals. The Cooperative maintains existing service lines closer to Locations 1 and 2 than the Company's service lines. Additionally, if Company were to extend service to Locations 1 and 2, it would not only be duplicating facilities, but would have to be adjacent to the Cooperative's existing facilities to do so and would require extensive new overhead line construction at a significant cost to the homeowner at Locations 1 and 2. The homeowner at Location 1 has submitted an affidavit in support of this *Joint Application* requesting service from the Cooperative. The affidavit is included as Appendix 11 to this *Joint Application*, and is hereby incorporated by reference and made a part hereof for all purposes. The homeowner at Location 2 has submitted an affidavit in support of this *Joint Application* requesting service from the Cooperative. The affidavit is included as Appendix 12 to this *Joint Application*, and is hereby incorporated by reference and made a part hereof for all purposes.

Paragraph (E) – Required Service Changes for Customers

16. No service changes will be required for any existing customer. The customers impacted by this Addendum No. 1, as indicated in the preceding paragraph, have expressed their desire to obtain service from Cooperative rather than Company and have submitted affidavits affirming this preference (see Appendix 11 and Appendix 12).

IV. 20 CSR 4240-2.080(14)

17. Joint Applicants request expedited treatment of this *Joint Application*. The Cooperative requests approval within 60 days of this *Joint Application*, so that the customer can be provided with permanent service as soon as practical.

V. Other Requested Findings and Orders

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

- a. Cooperative will have the exclusive right to furnish electric service at the locations indicated in Addendum No. 1.
- b. Joint Applicants' respective service responsibilities beyond the boundaries of the Territorial Agreement will remain unaffected by the terms of Addendum No. 1.
- c. As stated in the Territorial Agreement, each Joint Applicant will retain their respective rights to serve the remaining existing customers within the exclusive electric service area of the other unless specifically modified by existing or future Commission-approved addendums.
- d. Company's certificates of public convenience and necessity will not be impaired, except as specifically limited by the Territorial Agreement and its Commission-approved addenda.

CONCLUSION

19. The Joint Applicants request approval of Addendum No. 1 to their Territorial Agreement, which they have negotiated in good faith in order to further the public interest, as described above. Section 394.312, RSMo requires submission to, and approval by, the Commission of such territorial agreements and addendums. The Joint Applicants request the

Commission determine that this *Joint Application* fulfills the requirements of 20 CSR 4240-2.060(1) and 20 CSR 4240-3.130(1) for the approval of this type of agreement, and provide the requested Findings and Orders so that Addendum No. 1 can be implemented. The Joint Applicants further ask that the 60-day notice requirements of 20 CSR 4240-4.017 be waived, and that an Order granting this *Joint Application* be approved within 60 days, pursuant to 20 CSR 4240-2.080(14).

WHEREFORE, Company and Cooperative, as Joint Applicants, respectfully request that, the 60-day notice requirement be waived and, in an expedited manner, the Commission find that the Joint Applicants have met the regulatory requirements and approve Addendum No. 1 to their Territorial Agreement, allowing Cooperative to serve customers at the locations indicated therein.

Respectfully submitted,

/s/ Jermaine Grubbs

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

/s/Andrew Sporleder

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for Consolidated Electric Cooperative

APPENDICES TO JOINT APPLICATION

Appendix Number and Description

- Appendix 1 – Original Territorial Agreement (Approved by Commission on August 13, 1997, in File No. EO-97-493) and its associated exhibits
- Appendix 2 – New Addendum No. 1
- Appendix 3 – Company's Affidavit in Support of Application
- Appendix 4 – Cooperative's Affidavit in Support of Application
- Appendix 5 – Company's Certificate of Corporate Good Standing
- Appendix 6 – Cooperative's Articles of Incorporation
- Appendix 7 – Cooperative's Certificate of Corporate Good Standing
- Appendix 8 – Map of Location 1
- Appendix 9 – Map of Location 2
- Appendix 10 – Company's Exemplar Tariff
- Appendix 11 – Customer Location No. 1 Affidavit
- Appendix 12 – Customer Location No. 2 Affidavit

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to the parties of record on this
27th day of October, 2023.

/s/ Andrew Sporleder
Andrew Sporleder

Appendix 1

Appendix 1

Case No.
EO-97- 493

UNION ELECTRIC

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



In the Matter of the Application of Union)
Electric Company and Consolidated Electric)
Cooperative for Approval of a Written Terri-)
torial Agreement Designating the Boundaries)
of Each Electrical Service Supplier Within)
Portions of Audrain, Monroe and Randolph)
Counties, Missouri.)
)

Case No. EO-97-493

REPORT AND ORDER

Issue Date: August 13, 1997

Effective Date: August 26, 1997

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

In the Matter of the Application of Union)
Electric Company and Consolidated Electric)
Cooperative for Approval of a Written Terri-)
torial Agreement Designating the Boundaries) Case No. EO-97-493
of Each Electrical Service Supplier Within)
Portions of Audrain, Monroe and Randolph)
Counties, Missouri.)
)

APPEARANCES

William B. Bobnar, Attorney, and Ronald K. Evans, Attorney, Union Electric Company, 1901 Chouteau Avenue, Post Office Box 66149 (MC 1310), St. Louis, Missouri 63166, for Union Electric Company.

Victor S. Scott, Andereck, Evans, Milne, Peace & Baumhoer, 301 East McCarty Street, Post Office Box 1280, Jefferson City, Missouri 65102, for Consolidated Electric Cooperative.

Lewis R. Mills, Jr., Deputy Public Counsel, Office of the Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, for the Office of the Public Counsel and the public.

David Woodsmall, Senior Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the staff of the Missouri Public Service Commission.

ADMINISTRATIVE

LAW JUDGE: Gregory T. George.

REPORT AND ORDER

Procedural History

On May 7, 1997, Union Electric Company (UE) and Consolidated Electric Cooperative (Cooperative), hereinafter referred to jointly as Applicants, filed a joint application under Sections 394.312 and 416.041.3,

RSMo 1994,¹ requesting approval of a territorial agreement between UE and Cooperative. Specifically, Applicants request that the Commission find that the electric service areas designated in the agreement are not detrimental to the public interest. Applicants further request that the Commission authorize them to perform in accordance with the terms and conditions of the territorial agreement and that the Commission find that the territorial agreement shall not impair UE's certificates of convenience and necessity except as specifically limited by the agreement.

On May 15, the Commission issued an Order and Notice which included notice provisions for the areas affected and an intervention date of June 2. No one filed an application to intervene. The Commission held an evidentiary hearing on July 18. The territorial agreement filed on May 7 and submitted as Exhibit 3 at the hearing on July 18 is attached to this order as Attachment A, and the exhibits described in the territorial agreement are incorporated by this reference as if fully set out.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

Mr. Ronald Loesch, manager of the Little Dixie and Green Hills Districts of Union Electric Company, filed direct testimony and surrebuttal testimony on behalf of UE. Mr. Byron Jahn, General Manager for Consolidated Electric Cooperative, filed direct testimony and surrebuttal testimony on behalf of the Cooperative. Mr. B.J. Washburn filed rebuttal

¹ All statutory references are to the Revised Statutes of Missouri, 1994, unless otherwise indicated.

testimony on behalf of the Staff of the Missouri Public Service Commission (Staff). All parties to this case, including the Office of the Public Counsel (Public Counsel), support approval of the application and territorial agreement which sets forth the exclusive service territories of UE and Cooperative in portions of Audrain, Monroe and Randolph Counties.

UE witness Mr. Ronald Loesch recommended approval of the application and territorial agreement. He testified the agreement will prevent duplication of facilities by UE and Cooperative, it will promote more efficient use of existing resources through improved planning, it will provide the public with more certainty as to service issues, and it will promote safe service at reasonable cost. According to Mr. Loesch, the agreement provides for the electric service area of UE as all of Randolph County, the portion of Monroe County described in Exhibit 3 to the agreement, and the portion of Audrain County described in Exhibit 5 to the agreement. He stated that each party to the agreement is permitted to construct appropriate facilities wherever necessary to provide reliable electric service to their respective areas.

Mr. Loesch emphasized the territorial agreement does not provide for the exchange of any customers or facilities. Each party shall have the exclusive right to furnish electric service to all of the new structures located in its respective service area, and each party shall have the right to continue to serve those existing structures located in the electric service area of the other party which it is serving on the effective date of the agreement. Mr. Loesch outlined the agreement's list of exceptions to the exclusive service areas: the cooperative will continue to serve existing structures and the expansion of existing structures located completely on the properties of Spartan Light Metal Products, Cerro Copper,

and eight listed subdivisions or developments. UE will continue to serve the three subdivisions listed in the agreement.

Mr. Loesch further testified the agreement sets forth the procedure for establishing a service area boundary in the event, albeit remote, that the incorporated communities of Paris or Monroe City should cease to operate their municipal electric systems and if UE should purchase those systems. He confirmed that the territorial agreement does not affect other electric suppliers which are not parties to the agreement, so the boundary lines are not impacted by boundaries of territorial agreements made between other parties.

Cooperative witness Mr. Jahn recommended approval of the territorial agreement which provides for existing customers to remain with their current suppliers. Mr. Jahn testified the agreement advances the public interest by avoiding wasteful duplication of facilities, by providing the public with more certainty as to which service provider they should call for service issues, and by promoting the safety of both the public and the employees of the service providers. He testified this agreement, like other territorial agreements, will have no effect on the service rights of other electric providers which are not parties to the agreement. Therefore, since Consolidated has agreed not to serve in any portion of Randolph County, Consolidated is not concerned about territorial agreements between UE and other providers which contain different boundary lines and which limit UE to specified portions of Randolph County.

According to Mr. Jahn the new structure addendum procedure provided in the agreement is similar to other addendum procedures approved by the Commission. The addendum procedure stated in the agreement allows the parties to agree on a case-by-case basis to allow a new structure to

receive service from one party even though the structure is located in the service area of the other party. Section 9 of the agreement provides that if no pleading in opposition to the addendum is filed with the Commission, then the addendum is deemed approved by the Staff and by Public Counsel. If a pleading in opposition to the addendum is filed, then the case will proceed to an evidentiary hearing similar to other cases decided by the Commission.

Staff Witness Washburn recommended approval of the application and territorial agreement which he believes will lessen future duplication of facilities and allow both suppliers to plan their distribution systems in a rational manner. Mr. Washburn testified that although the territory of the agreement overlaps with boundary lines in agreements between other parties, this overlap does not present a problem because this agreement will have no effect on the service rights of other providers in the area which are not parties to this agreement pursuant to Section 394.312.5. He testified the maps and metes and bounds description of the agreement specifically designate the boundary between UE and Consolidated.

Applicants' addendum procedure is similar to the procedure approved by the Commission in Union Elec. Co. and Black River Elec. Coop., Inc., Case No. EO-95-400 (Report and Order, Mar. 22, 1996) and in Grundy Elec. Coop., Farmers Elec. Coop., and Northwest Mo. Elec. Coop., Case No. EO-96-188 (Report and Order, Mar. 19, 1996). Section 9 of Applicants' proposed territorial agreement provides the parties may agree on a case-by-case basis by addendum filed with the Commission to allow a structure to receive service from one party although the structure is located in the service area of the other party. Nevertheless, if neither Staff nor Public

Counsel submits a pleading objecting to the addendum within forty-five (45) days, the addendum is deemed approved by the aforesaid parties.

Based on the evidence, the Commission finds that Applicants' territorial agreement in total is not detrimental to the public interest because it will prevent duplication of facilities, it will promote efficiency and safety, it will reduce customer confusion, and it will allow both suppliers to plan their distribution systems in a rational manner. The Commission finds that the Applicants' territorial agreement should be approved. The Commission further finds that the territorial agreement shall not impair UE's certificates of convenience and necessity except as specifically limited by the agreement.

Conclusions of Law

The Missouri Public Service Commission has reached the following conclusions of law.

The Missouri Public Service Commission has jurisdiction over the matters at issue in this application pursuant to Sections 394.312 and 416.041.3.

The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. § 394.312.4.

Pursuant to Section 394.312.5, Commission approval of a territorial agreement does not affect or diminish the rights and duties of any supplier not a party to the agreement or electrical corporation authorized by law to provide service within the territory designated in the territorial agreement.

IT IS THEREFORE ORDERED:

1. That the territorial agreement filed by Union Electric Company and Consolidated Electric Cooperative on May 7, 1997, and submitted at the hearing on July 18, 1997, be, and is hereby, approved, and the Applicants are authorized to perform in accordance with the terms and conditions of the territorial agreement attached to this Report and Order as Attachment A, with the exhibits to the territorial agreement incorporated by this reference as if fully set out.

2. That this Report And Order shall become effective on August 26, 1997.

BY THE COMMISSION



**Cecil I. Wright
Executive Secretary**

(S E A L)

Zobrist, Chm., Crumpton, Drainer,
Murray and Lumpe, CC., concur.

Dated at Jefferson City, Missouri,
on this 13th day of August, 1997.

Exhibit No.: 3
Issues: Territorial Agreement
Witness: Ronald Loesch
Type of Exhibit: JOINT
Sponsoring Party: Union Electric Co. and
Consolidated Electric
Cooperative
Case No.: EO-97-493

TERRITORIAL AGREEMENT
between
UNION ELECTRIC COMPANY
and
CONSOLIDATED ELECTRIC COOPERATIVE

April 25, 1997

Exhibit No. 3
Date 7/18/97 Case No. EO-97-493
Reporter DJD

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY William DeW

Title: Vice President

ATTEST:

James H. Simpson
Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A Dye

Title: President

ATTEST:

Richard E Miller
Secretary

Att/Sec'y: George Payne

8-7
Date Circulated

EO-97-493
CASE NO.

[Signature]
Zobrist, Chairman

[Signature]
Crumpton, Commissioner

[Signature]
Murray, Commissioner

[Signature]
Lumpe, Commissioner

[Signature]
Drainer, Vice-Chair

8-13
Agenda Date

Action taken: S-O, AIS

Must Vote Not Later Than _____

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

I have compared the preceding copy with the original on file in this office and
I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,
Missouri, this 13th day of AUGUST, 1997.

[Signature]
Cecil I. Wright
Executive Secretary

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

RECEIVED

MAY 7 - 1997

MISSOURI
PUBLIC SERVICE COMMISSION

Case No.

EO-97-49

In the Matter of the Application of Union Electric)
and Consolidated Electric Cooperative for)
Approval of a Written Territorial Agreement)
Designating the Boundaries of Each Electric)
Service Supplier within Portions of Audrain,)
Monroe and Randolph Counties, Missouri.)

JOINT APPLICATION

COMES NOW Union Electric Company ("UE") and Consolidated Electric Cooperative ("Cooperative"), hereinafter referred to collectively as "Applicants," and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Section 394.312 RSMo. (1994) for an order approving Applicants' Territorial Agreement, state as follows:

1. **The Applicants** - UE is a corporation organized and existing under the laws of Missouri and has its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103. It is an electrical corporation subject to the jurisdiction of the Commission engaged in the sale and distribution of electricity in portions of Missouri, including Audrain, Monroe and Randolph Counties.

Cooperative is a corporation organized and existing under the laws of Missouri and has its principal office at 3940 East Liberty, Mexico, Missouri 65265. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Audrain, Monroe and Randolph Counties in Missouri.

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

For UE
Mr. William B. Bobnar
Attorney
Union Electric Company
1901 Chouteau Avenue
P.O. Box 66149 (MC 1310)
St. Louis, MO 63166-6149
314-554-3148
314-554-4014 (fax)

For Cooperative
Mr. Patrick A. Baumhoer
Mr. Victor S. Scott
Andereck, Evans, Milne, Peace
& Baumhoer
305 E. McCarty Street
P.O. Box 1436
Jefferson City, MO 65102-1436
573-634-3422
573-634-7822 (fax)

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

Mr. Byron L. Jahn
General Manager
Consolidated Electric Cooperative
P. O. Box 540
Mexico, MO 65265-0540

3. **The Territorial Agreement - Subject to the terms and conditions of an Agreement, known as a "Territorial Agreement" between UE and Cooperative, Applicants have specifically designated the boundaries of the exclusive electric service area of each electric service supplier for service of new structures in Audrain, Monroe, and Randolph Counties, which are more particularly described in the Territorial Agreement. Applicants have attached a copy of the Territorial Agreement to this Application as Exhibit A, which is incorporated by reference into this Application and made a part hereof for all purposes.**

For Monroe and Randolph Counties, the exclusive service territories of the parties are county-wide and a metes and bounds description of the exclusive service areas of the Applicants and a map depicting those service areas are part of the Territorial Agreement. In Audrain County, the Territorial Agreement establishes exclusive service territories of the Applicants only within areas described in Exhibits 5 and 6 to the Territorial Agreement. Notwithstanding the foregoing, the Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6. The Applicants have also

agreed to a few exceptions to the exclusive service territories established by the Territorial Agreement. These exceptions are described in Article 6 and Exhibits 7 and 8 of the Territorial Agreement.

The Territorial Agreement only establishes exclusive service territories for the Applicants; it does not require transfer of any facilities or customers between the Applicants.

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

5. **Articles of Incorporation** - A certified copy of Company's Restated Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-96-431). Said documents are incorporated herein by reference and made a part hereof for all purposes. A certified copy of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are attached hereto as Exhibit C.

6. **Authority to Serve in Proposed Areas** - The Company has a certificate of public convenience and necessity for the entire area it proposes to serve. The Cooperative has statutory authority in the areas it proposes to serve.

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

Boone Electric Cooperative
Callaway Electric Cooperative
Howard Electric Cooperative

Macon Electric Cooperative
Missouri Rural Electric Cooperative
Ralls Electric Cooperative

In addition, Paris and Monroe City operate municipal electric supply systems within the area covered by the Territorial Agreement.

8. **Agreement Is in the Public Interest** -The Territorial Agreement is in the public interest because it establishes exclusive service territories for new structures for the two electric suppliers. The establishment of exclusive service territories will prevent future duplication of electric service facilities, guarding economic efficiencies and benefitting the public safety and aesthetics of the community.

This Agreement will also allow electric service customers to know with certainty the supplier of their electric service.

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

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

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

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

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

(c) Finding that this Agreement shall not impair the Company's certificates of convenience and necessity except as specifically limited by the Agreement.

UNION ELECTRIC COMPANY

By 

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

ATTORNEY FOR UNION
ELECTRIC COMPANY

ANDERECK, EVANS, MILNE, PEACE
& BAUMHOER

By 

Patrick A. Baumhoer
MBEN 26251

By 

Victor A. Scott
MBEN 42963
301 E. McCarty Street
P.O. Box 1280
Jefferson City, MO 65102-1280
(573) 634-3422

ATTORNEYS FOR APPLICANT
CONSOLIDATED ELECTRIC
COOPERATIVE

VERIFICATION

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

On the 25th day of April, 1997, before me appeared William J. Carr, to me personally known, who being by me first duly sworn, states that he is an officer of Union Electric Company, and acknowledged that he has read the Joint Application of Union Electric Company and Consolidated Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.

William J. Carr
William J. Carr

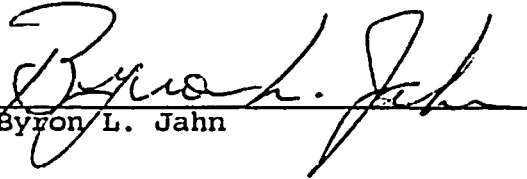
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

BARBARA LUNGWITZ
Notary Public — Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires September 2, 1999

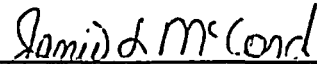
Barbara Lungwitz
Notary Public

STATE OF MISSOURI)
) ss
COUNTY OF AUDRAIN)

On the 5TH day of APRIL, 1997, before me appeared Byron L. Jahn, to me personally known, who being by me first duly sworn, states that he is General Manager of Consolidated Electric Cooperative, and acknowledged that he has read the Joint Application of Union Electric Company and Consolidated Electric Cooperative for Approval of a written territorial agreement designating the boundaries of each electric service supplies within portions of Audrain, Monroe and Randolph Conties in Missouri, and that the facts stated therein are true and correct to the best of his knowledge, information and belief.


Byron L. Jahn

Subscribed and sworn to before me this 5TH day of APRIL, 1997.



Notary Public
JANIE L MCCORD

(seal)
My commission expires: MARCH 16, 1998

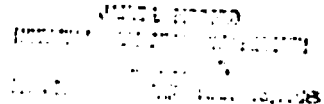


Exhibit A

Territorial Agreement
between
Union Electric Company
and
Consolidated Electric Cooperative

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY *William J. ...*

Title: Vice President

ATTEST:

James H. ...
Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A Dye

Title: President

ATTEST:

Richard E Miller
Secretary

**Metes and Bounds of Company's Exclusive
Service Territory in Randolph County**

Randolph County in its entirety, that being:

Beginning at the southeast corner of township fifty-two, range fourteen, west; thence with the northern boundary of Howard County to the middle of range sixteen; thence north with the subdivisional lines to the northwest corner of section three, township fifty-five, range sixteen, west; thence east with the township line between townships fifty-five and fifty-six to the northeast corner of township fifty-five, range thirteen; thence south with the range line between ranges twelve and thirteen to the southeast corner of township fifty-two, range thirteen, west; thence with the township line between townships fifty-one and fifty-two to the place of beginning.

Exhibit 2

MAP OF RANDOLPH COUNTY

Exhibit A

Territorial Agreement
between
Union Electric Company
and
Consolidated Electric Cooperative

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

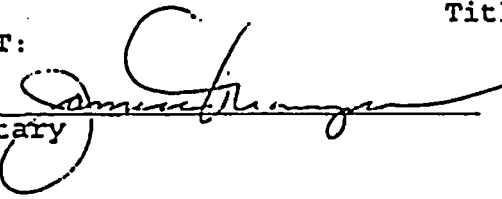
IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY 

Title: Vice President

ATTEST:


Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A. Dye

Title: President

ATTEST:

Richard E. Miller
Secretary

**Metes and Bounds of Company's Exclusive
Service Territory in Randolph County**

Randolph County in its entirety, that being:

Beginning at the southeast corner of township fifty-two, range fourteen, west; thence with the northern boundary of Howard County to the middle of range sixteen; thence north with the subdivisional lines to the northwest corner of section three, township fifty-five, range sixteen, west; thence east with the township line between townships fifty-five and fifty-six to the northeast corner of township fifty-five, range thirteen; thence south with the range line between ranges twelve and thirteen to the southeast corner of township fifty-two, range thirteen, west; thence with the township line between townships fifty-one and fifty-two to the place of beginning.

UNION ELECTRIC COMPANY TERRITORY-MONROE COUNTY

7-25-96 (3)

Exhibit 3

BEGINNING AT A POINT ON THE RANDOLPH/MONROE COUNTY LINE, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5 TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 10 AND 11 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,

MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 2, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 2, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 2 AND 1 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID

SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8, TO THE NORTHWEST CORNER OF SAID SECTION 8; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 8 AND 9 OF TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 33 AND 28 OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO A POINT IN THE CENTER OF THE MIDDLE FORK SALT RIVER; THENCE EASTERLY ALONG AND WITH THE MEANDERING OF SAID RIVER, A DISTANCE OF ONE MILE, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 27, TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE LEAVING THE CENTER OF SAID RIVER, SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTIONS 27 AND 34 OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE

COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 3, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF

THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE
NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF
THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG
THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING
THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST
CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION
10; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 10, 9, 8 AND 7 OF TOWNSHIP
54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER
OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID
POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 18, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE
NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE WEST

HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 24, 23 AND 22 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER

OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF NORTH HALF OF THE SOUTH HALF OF SECTIONS 15, 16, 17 AND 18 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST

HALF OF SECTION 19, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST
HALF OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, TO THE NORTHEAST CORNER OF
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID
POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 20, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE
SOUTHWEST QUARTER OF SAID SECTION 20, TO THE NORTHEAST CORNER OF THE
SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH
ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID
SECTION 20, TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING THE NORTHEAST CORNER OF
THE WEST HALF OF SECTION 29, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE
COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID
SECTION 29, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST

CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, SAID POINT

ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING

ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 7 AND 18 OF TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE RANDOLPH/MONROE COUNTY LINE; THENCE NORTH ALONG SAID COUNTY LINE, A DISTANCE OF 9.25 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, AND THE POINT OF BEGINNING.

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

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Exhibits

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 17 AND 16 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 10, 15 AND 22 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 26 AND 25 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF SAID SECTION 25.

SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 30 AND 31 OF TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 12 AND 11 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 15, TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 15, TO THE SOUTHWEST CORNER OF SAID SECTION 15, SAID POINT ALSO

BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 8 WEST,
AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 21,
28 AND 33 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO
THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE SOUTH LINE
OF SECTIONS 33, 32 AND 31 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN
COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT
ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 9
WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID
SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36;
THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 36 AND 25 OF
TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE
NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE
WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER
OF SAID SECTION 25, TO SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE WEST LINE
OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE NORTH ALONG
THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE
NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 25, SAID
POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE

SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 24, 13 AND 12 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO A POINT IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE IN A NORTHEASTERLY DIRECTION ALONG AND WITH THE CENTER OF SAID U.S. HIGHWAY 54 BYPASS, A DISTANCE OF APPROXIMATELY THREE MILES, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, ON THE NORTH RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, A DISTANCE OF 3,450 FEET, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501, A DISTANCE OF 613 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY NO. 54; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY NO. 54, A DISTANCE OF 450 FEET, MORE OR LESS, TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE NORTH ALONG THE CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 910 FEET, MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A

TRACT CONVEYED TO THE HIATTE JOINT LIVING TRUST BY DEED OF RECORD, RECORDED
IN BOOK 283 AT PAGE 654, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE EAST
ALONG THE WESTERLY EXTENSION OF THE NORTH LINE AND ALONG THE NORTH LINE
OF SAID HIATTE TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO THE NORTHEAST
CORNER OF SAID HIATTE TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF A
TRACT CONVEYED TO THE EAST LAWN MEMORIAL PARK CORPORATION BY DEED OF
RECORD, RECORDED IN BOOK 206 AT PAGE 522, AUDRAIN COUNTY, MISSOURI RECORDS;
THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST LAWN MEMORIAL PARK
CORPORATION TRACT, A DISTANCE OF 671 FEET, MORE OR LESS, TO A POINT ON THE
SOUTHERLY LINE OF LOT 3 OF MEADOWLAKE ESTATES SUBDIVISION, A SUBDIVISION
RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN COUNTY, MISSOURI RECORDS;
THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE
FOLLOWING COURSES AND DISTANCES: N82°50'E, A DISTANCE OF 44 FEET; THENCE
S7°53'E, A DISTANCE OF 17 FEET; THENCE N82°50'E, A DISTANCE OF 298.44 FEET, TO
THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE
N9°30'W, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF LOT 6 OF SAID
MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER OF SAID
MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCES:
N29°30'11"E, A DISTANCE OF 142.04 FEET; THENCE N9°30'W, A DISTANCE OF 109.84
FEET; THENCE S80°30'W, A DISTANCE OF 89.66 FEET, TO THE NORTHEAST CORNER OF
LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE PERIMETER

OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND
DISTANCES: N9°30'W, A DISTANCE OF 496.59 FEET; THENCE N80°30'E, A DISTANCE OF
164.99 FEET; THENCE N9°30'W, A DISTANCE OF 250.0 FEET; THENCE N55°51'W, A
DISTANCE OF 130.0 FEET; THENCE N89°25'W, A DISTANCE OF 347.0 FEET, TO THE
NORTHWEST CORNER OF LOT 26 OF SAID MEADOWLAKE ESTATES SUBDIVISION, SAID
POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE CHARLES
R. STRIBLING TRUST BY DEED OF RECORD, RECORDED IN BOOK 286, AT PAGE 706,
AUDRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID
MEADOWLAKE ESTATES SUBDIVISION, NORTH ALONG THE WEST LINE AND THE
NORTHERLY EXTENSION OF THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF
1090 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE
ILLINOIS-CENTRAL-GULF RAILROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-
OF-WAY LINE OF SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET,
MORE OR LESS, TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF A
TRACT CONVEYED TO BOBBY GENTRY ET UX BY DEED OF RECORD, RECORDED IN BOOK
280 AT PAGE 738, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE NORTH ALONG THE
SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF
100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID GENTRY TRACT, SAID
POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL-
GULF RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF
SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS.

TO A POINT THAT IS 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR
LESS, WEST OF THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE
8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EASTERLY IN A DIRECT LINE A DISTANCE
OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 30,
SAID POINT BEING 611 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF
SAID SECTION 30, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 29,
TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH
ALONG THE WEST LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER OF SAID
SECTION 29, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 20,
TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH
ALONG THE WEST LINE OF SECTIONS 20 AND 17 OF TOWNSHIP 51 NORTH, RANGE 8
WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF SAID SECTION
17 AND THE POINT OF BEGINNING.

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

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Exhibit 5

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 18 AND 19 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 611 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ROBERT M. BAKER TRUST BY DEED OF RECORD IN BOOK 280 AT PAGE 877, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BAKER TRACT, A DISTANCE OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD, SAID POINT BEING 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID SECTION 30; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO BOBSY GENTRY ET UX BY DEED OF RECORD IN BOOK 280 AT PAGE 738, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON

THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD;
THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-
CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET, MORE OR LESS, TO A POINT ON
THE NORTHERLY EXTENSION OF THE WEST LINE OF A TRACT CONVEYED TO CHARLES
R. STRIBLING TRUST BY DEED OF RECORD IN BOOK 286 AT PAGE 706, AUDRAIN COUNTY,
MISSOURI RECORDS; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE WEST
LINE AND ALONG THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF 1,090
FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF MEADOWLAKE ESTATES
SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN
COUNTY, MISSOURI RECORDS; THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE
ESTATES SUBDIVISION, ON THE FOLLOWING COURSES AND DISTANCES: THENCE
S89°25'E, A DISTANCE OF 347.0 FEET; THENCE S55°51'E, A DISTANCE OF 130.0 FEET;
THENCE S9°30'E, A DISTANCE OF 250.0 FEET; THENCE S80°30'W, A DISTANCE OF 164.99
FEET; THENCE S9°30'E, A DISTANCE OF 496.59 FEET, TO THE NORTHEAST CORNER OF
LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER
OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND
DISTANCES: N80°30'E, A DISTANCE OF 89.66 FEET; THENCE S9°30'E, A DISTANCE OF
109.84 FEET; THENCE S29°30'11"W, A DISTANCE OF 142.04 FEET, TO THE SOUTHEAST
CORNER OF LOT 6 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE
PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES

AND DISTANCES: S9°30'E, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE S82°50'W, A DISTANCE OF 298.44 FEET; THENCE N7°53'W, A DISTANCE OF 17 FEET; THENCE S82°50'W, A DISTANCE OF 44 FEET, TO A POINT ON THE WESTERLY LINE OF SUNSET HILLS SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 3 AT PAGE 30, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION, SOUTH ALONG THE WESTERLY LINE OF SAID SUNSET HILLS SUBDIVISION, A DISTANCE OF 348 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SUNSET HILLS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO CONRAD HARRISON ET UX BY DEED OF RECORD IN BOOK 206 AT PAGE 479, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID HARRISON TRACT, A DISTANCE OF 151.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID HARRISON TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO ROBERT D. WITHERELL ET UX BY DEED OF RECORD IN BOOK 266 AT PAGE 343; THENCE SOUTH ALONG THE EAST LINE OF SAID WITHERELL TRACT, A DISTANCE OF 171.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID WITHERELL TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID WITHERELL TRACT AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID WITHERELL TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE SOUTH ALONG THE

CENTERLINE OF SAID SUNSET LANE AND ALONG THE SOUTHERLY EXTENSION OF THE
CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 910 FEET, MORE OR LESS, TO A
POINT OF THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY 54; THENCE WEST
ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY 54, A DISTANCE
OF 450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST
RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE SOUTH ALONG THE
NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO.
501, A DISTANCE OF 610 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE
OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A SOUTHEASTERLY DIRECTION
ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN
RAILROAD, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN
COUNTY, MISSOURI, IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE LEAVING
THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD,
SOUTHWESTERLY ALONG AND WITH THE CENTER LINE OF U.S. HIGHWAY 54 BYPASS,
A DISTANCE OF THREE MILES, MORE OR LESS, TO A POINT ON THE EAST LINE OF
SECTION 11, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI;
THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14 AND 23 OF TOWNSHIP 50
NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF
SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25,
TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST

ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 25 AND 36 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 36; THENCE WEST ALONG SOUTH LINE OF SECTIONS 36, 35, 34 AND 33 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 33, TO THE NORTHEAST CORNER OF SECTION 33, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 28, 21 AND 16 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9 AND 4 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE

OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 6, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF

OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF NORTH HALF OF SECTIONS 26 AND 27 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 27, 22 AND 15 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE

EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING

ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 15 AND 14 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13 AND 12 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 7, 8 AND 9 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16, TO THE NORTHEAST CORNER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 10 AND 3 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 3, 2 AND 1 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE

SOUTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AND THE POINT OF BEGINNING.

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

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COUNTY

RANDOLPH COUNTY

UE/MACON
Boundary

UE/CONSOLIDATED
Boundary

AUDRAIN

LEGEND

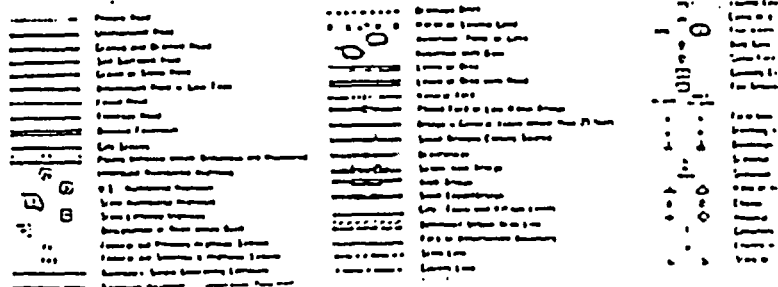


Exhibit No.: 3
Issues: Territorial Agreement
Witness: Ronald Loesch
Type of Exhibit: JOINT
Sponsoring Party: Union Electric Co. and
Consolidated Electric
Cooperative
Case No.: EO-97-493

TERRITORIAL AGREEMENT
between
UNION ELECTRIC COMPANY
and
CONSOLIDATED ELECTRIC COOPERATIVE

April 25, 1997

Exhibit No. 3
Date 7/18/97 Case No. EO-97-493
Reporter DJD

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY William J. Bass

Title: Vice President

ATTEST:

Samuel H. ...
Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A. Dye
Title: President

ATTEST:

Richard E. Miller
Secretary

**Metes and Bounds of Company's Exclusive
Service Territory in Randolph County**

Randolph County in its entirety, that being:

Beginning at the southeast corner of township fifty-two, range fourteen, west; thence with the northern boundary of Howard County to the middle of range sixteen; thence north with the subdivisional lines to the northwest corner of section three, township fifty-five, range sixteen, west; thence east with the township line between townships fifty-five and fifty-six to the northeast corner of township fifty-five, range thirteen; thence south with the range line between ranges twelve and thirteen to the southeast corner of township fifty-two, range thirteen, west; thence with the township line between townships fifty-one and fifty-two to the place of beginning.

Exhibit 2

MAP OF RANDOLPH COUNTY

Exhibit 3

BEGINNING AT A POINT ON THE RANDOLPH/MONROE COUNTY LINE, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5 TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 10 AND 11 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,

MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 2, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 2, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 2 AND 1 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID

SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 54 NORTH, RANGE
11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID
SECTION 8, TO THE NORTHWEST CORNER OF SAID SECTION 8; THENCE EAST ALONG THE
NORTH LINE OF SECTIONS 8 AND 9 OF TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE
COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST
CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 4, TOWNSHIP 54 NORTH,
RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE
OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, TO THE NORTHWEST
CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, SAID POINT ALSO
BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 33,
TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH
ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 33 AND 28
OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO A POINT
IN THE CENTER OF THE MIDDLE FORK SAIT RIVER; THENCE EASTERLY ALONG AND WITH
THE MEANDERING OF SAID RIVER, A DISTANCE OF ONE MILE, MORE OR LESS, TO A POINT
ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 27, TOWNSHIP
55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE LEAVING THE
CENTER OF SAID RIVER, SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST
HALF OF SECTIONS 27 AND 34 OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE

COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 3, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF

THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE
NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF
THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG
THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING
THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST
CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION
10; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 10, 9, 8 AND 7 OF TOWNSHIP
54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER
OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID
POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 18, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE
NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE WEST

HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 24, 23 AND 22 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER

OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF NORTH HALF OF THE SOUTH HALF OF SECTIONS 15, 16, 17 AND 18 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST

HALF OF SECTION 19, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST
HALF OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, TO THE NORTHEAST CORNER OF
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID
POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 20, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE
SOUTHWEST QUARTER OF SAID SECTION 20, TO THE NORTHEAST CORNER OF THE
SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH
ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID
SECTION 20, TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING THE NORTHEAST CORNER OF
THE WEST HALF OF SECTION 29, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE
COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID
SECTION 29, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST

CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, SAID POINT

ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING

ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 7 AND 18 OF TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE RANDOLPH/MONROE COUNTY LINE; THENCE NORTH ALONG SAID COUNTY LINE, A DISTANCE OF 9.25 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, AND THE POINT OF BEGINNING.

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

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Exhibit 4

MAP OF MONROE COUNTY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 17 AND 16 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 10, 15 AND 22 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 26 AND 25 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF SAID SECTION 25.

SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 30 AND 31 OF TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 12 AND 11 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 15, TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 15, TO THE SOUTHWEST CORNER OF SAID SECTION 15, SAID POINT ALSO

BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 21, 28 AND 33 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 33, 32 AND 31 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 36 AND 25 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 25, TO SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE

SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 24, 13 AND 12 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO A POINT IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE IN A NORTHEASTERLY DIRECTION ALONG AND WITH THE CENTER OF SAID U.S. HIGHWAY 54 BYPASS, A DISTANCE OF APPROXIMATELY THREE MILES, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, ON THE NORTH RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, A DISTANCE OF 3,450 FEET, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501, A DISTANCE OF 613 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY NO. 54; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY NO. 54, A DISTANCE OF 450 FEET, MORE OR LESS, TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE NORTH ALONG THE CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 510 FEET, MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A

TRACT CONVEYED TO THE HIATTE JOINT LIVING TRUST BY DEED OF RECORD, RECORDED
IN BOOK 283 AT PAGE 654, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE EAST
ALONG THE WESTERLY EXTENSION OF THE NORTH LINE AND ALONG THE NORTH LINE
OF SAID HIATTE TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO THE NORTHEAST
CORNER OF SAID HIATTE TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF A
TRACT CONVEYED TO THE EAST LAWN MEMORIAL PARK CORPORATION BY DEED OF
RECORD, RECORDED IN BOOK 206 AT PAGE 522, AUDRAIN COUNTY, MISSOURI RECORDS;
THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST LAWN MEMORIAL PARK
CORPORATION TRACT, A DISTANCE OF 671 FEET, MORE OR LESS, TO A POINT ON THE
SOUTHERLY LINE OF LOT 3 OF MEADOWLAKE ESTATES SUBDIVISION, A SUBDIVISION
RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN COUNTY, MISSOURI RECORDS;
THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE
FOLLOWING COURSES AND DISTANCES: N82°50'E, A DISTANCE OF 44 FEET; THENCE
S7°53'E, A DISTANCE OF 17 FEET; THENCE N82°50'E, A DISTANCE OF 298.44 FEET, TO
THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE
N9°30'W, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF LOT 6 OF SAID
MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER OF SAID
MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCES:
N29°30'11"E, A DISTANCE OF 142.04 FEET; THENCE N9°30'W, A DISTANCE OF 109.84
FEET; THENCE S80°30'W, A DISTANCE OF 89.66 FEET, TO THE NORTHEAST CORNER OF
LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE PERIMETER

OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCES: N9°30'W, A DISTANCE OF 496.59 FEET; THENCE N80°30'E, A DISTANCE OF 164.99 FEET; THENCE N9°30'W, A DISTANCE OF 250.0 FEET; THENCE N55°51'W, A DISTANCE OF 130.0 FEET; THENCE N89°25'W, A DISTANCE OF 347.0 FEET, TO THE NORTHWEST CORNER OF LOT 26 OF SAID MEADOWLAKE ESTATES SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE CHARLES R. STRIBLING TRUST BY DEED OF RECORD, RECORDED IN BOOK 286, AT PAGE 706, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION, NORTH ALONG THE WEST LINE AND THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF 1090 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF A TRACT CONVEYED TO BOBBY GENTRY ET UX BY DEED OF RECORD, RECORDED IN BOOK 280 AT PAGE 738, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID GENTRY TRACT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL-GULF RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS,

TO A POINT THAT IS 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EASTERLY IN A DIRECT LINE A DISTANCE OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 30, SAID POINT BEING 611 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 20 AND 17 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF SAID SECTION 17 AND THE POINT OF BEGINNING.

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

.....

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 18 AND 19 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 611 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ROBERT M. BAKER TRUST BY DEED OF RECORD IN BOOK 280 AT PAGE 877, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BAKER TRACT, A DISTANCE OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD, SAID POINT BEING 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID SECTION 30; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO BOBBY GENTRY ET UX BY DEED OF RECORD IN BOOK 280 AT PAGE 738, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON

THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD;
THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-
CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET, MORE OR LESS, TO A POINT ON
THE NORTHERLY EXTENSION OF THE WEST LINE OF A TRACT CONVEYED TO CHARLES
R. STRIBLING TRUST BY DEED OF RECORD IN BOOK 286 AT PAGE 706, AUDRAIN COUNTY,
MISSOURI RECORDS; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE WEST
LINE AND ALONG THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF 1,090
FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF MEADOWLAKE ESTATES
SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN
COUNTY, MISSOURI RECORDS; THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE
ESTATES SUBDIVISION, ON THE FOLLOWING COURSES AND DISTANCES: THENCE
S89°25'E, A DISTANCE OF 347.0 FEET; THENCE S55°51'E, A DISTANCE OF 130.0 FEET;
THENCE S9°30'E, A DISTANCE OF 250.0 FEET; THENCE S80°30'W, A DISTANCE OF 164.99
FEET; THENCE S9°30'E, A DISTANCE OF 496.59 FEET, TO THE NORTHEAST CORNER OF
LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER
OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND
DISTANCES: N80°30'E, A DISTANCE OF 89.66 FEET; THENCE S9°30'E, A DISTANCE OF
109.84 FEET; THENCE S29°30'11"W, A DISTANCE OF 142.04 FEET, TO THE SOUTHEAST
CORNER OF LOT 6 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE
PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES

AND DISTANCES: S9°30'E, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE S82°50'W, A DISTANCE OF 298.44 FEET; THENCE N7°53'W, A DISTANCE OF 17 FEET; THENCE S82°50'W, A DISTANCE OF 44 FEET, TO A POINT ON THE WESTERLY LINE OF SUNSET HILLS SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 3 AT PAGE 30, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION, SOUTH ALONG THE WESTERLY LINE OF SAID SUNSET HILLS SUBDIVISION, A DISTANCE OF 348 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SUNSET HILLS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO CONRAD HARRISON ET UX BY DEED OF RECORD IN BOOK 206 AT PAGE 479, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID HARRISON TRACT, A DISTANCE OF 151.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID HARRISON TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO ROBERT D. WITHERELL ET UX BY DEED OF RECORD IN BOOK 266 AT PAGE 343; THENCE SOUTH ALONG THE EAST LINE OF SAID WITHERELL TRACT, A DISTANCE OF 171.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID WITHERELL TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID WITHERELL TRACT AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID WITHERELL TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE SOUTH ALONG THE

CENTERLINE OF SAID SUNSET LANE AND ALONG THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 910 FEET, MORE OR LESS, TO A POINT OF THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY 54; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY 54, A DISTANCE OF 450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 501, A DISTANCE OF 610 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, SOUTHWESTERLY ALONG AND WITH THE CENTER LINE OF U.S. HIGHWAY 54 BYPASS, A DISTANCE OF THREE MILES, MORE OR LESS, TO A POINT ON THE EAST LINE OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14 AND 23 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST

ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 25 AND 36 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 36; THENCE WEST ALONG SOUTH LINE OF SECTIONS 36, 35, 34 AND 33 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 33, TO THE NORTHEAST CORNER OF SECTION 33, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 28, 21 AND 16 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9 AND 4 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE

OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 6, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF

OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF NORTH HALF OF SECTIONS 26 AND 27 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 27, 22 AND 15 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE

EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 15 AND 14 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13 AND 12 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 7, 8 AND 9 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16, TO THE NORTHEAST CORNER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 10 AND 3 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 3, 2 AND 1 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE

SOUTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AND THE POINT OF BEGINNING.

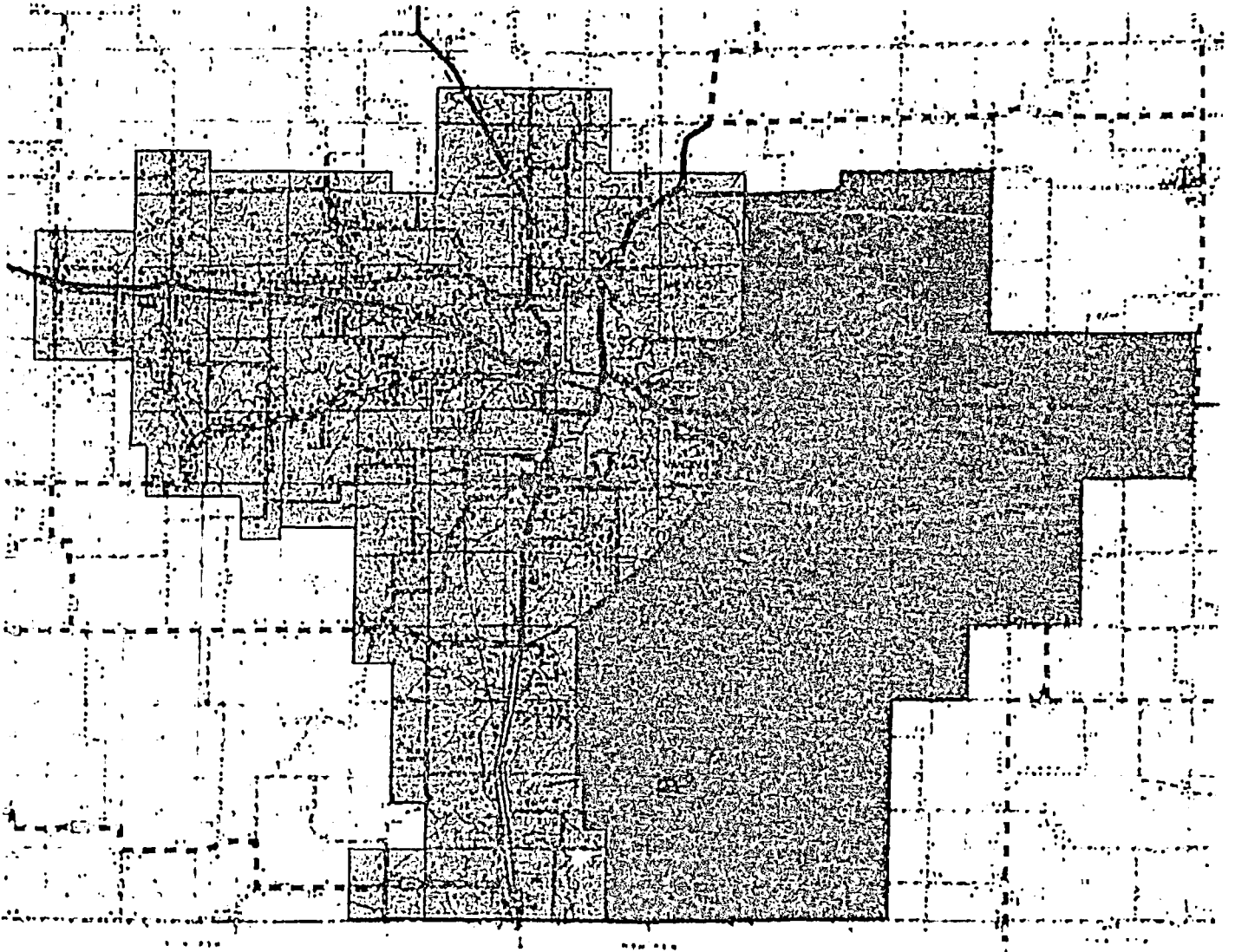
NOTE: WHEREVER IN THE FOREGOING DESCRIPTION A CORNER IS STATED TO BE THE SAME AS AND/OR TO COINCIDE WITH ANOTHER CORNER, AND WHEN IN FACT, SUCH CORNERS ARE NOT THE SAME AND/OR DO NOT COINCIDE WITH ONE ANOTHER, THEY SHALL BE TREATED AS IF THEY ARE THE SAME AND DO COINCIDE.

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Exhibit 6

MAP OF AUDRAIN COUNTY

OHIO ELECTRIC CONSOLIDATED ELECTRIC SERVICE AREAS



**Union Electric Company/Consolidated Electric Cooperative
Subdivision, Trailer Park and Development List**

Subdivisions, Trailer Parks and Developments served by Consolidated Electric Cooperative in
Union Electric Company's Exclusive Service Territory

<u>Name</u>	<u>Location</u>	<u>Exhibit Number</u>
Orchard Heights Subdivision	T50N R9W Sect. 1	7A
Freeman Hills	T51N R9W Sect. 17	7B
West Gate Trailer Park	T51N R9W Sect. 20	7C
Skyline Village	T51N R9W Sect. 20 & 21	7D
Gordon (Butch) Houf Subdivision	T51N R9W Sect. 27	7E
West Wood Hills Subdivision	T51N R9W Sect. 28	7F
Wm Reid Development	T51N R9W Sect. 32	7G

Subdivisions, Trailer Parks and Developments served by Union Electric Company in the
Consolidated Electric Cooperative's Exclusive Service Territory

<u>Name</u>	<u>Location</u>	<u>Exhibit Number</u>
Friendship Acres Subdivision	T51N R9W Sect. 32	7H
Country Place Subdivision	T51N R9W Sect. 32	7I
Gordon Groves Subdivision	T51N R8W Sect. 32	7J

09-03561

AUDRAIN CO. 37

19-4-20-0-000-026

WESTGATE TRAILER COURT
ESTIL V AND DOROTHY M MEEKS
RT 2
MEXICO, MO 65265

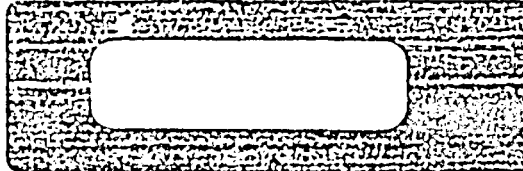
218-746

4/13/72

S1-09-20 12.50A - PT SW NE DESC AS BEG
NW COR, S1138'(B) TO N R/W HWY 22, SE ALB
R/W 460'(S), N TO N/L, W TO POB (EX RD
R/W)

HWY 22

1003



997

THIS INDENTURE, Made the 22nd day of April A. D. One Thousand
 Nine Hundred and Seventy-Two by and between
Robert E. Spradlin and Edith E. Spradlin, Husband and Wife
 of the County of Audrain and State of Missouri, part 1st. of the First Part, and
Estil V. Weeks and Dorothy H. Weeks, Husband and Wife

Grantor's Address
 of the County of Audrain in the State of Missouri, parties of the Second Part.

WITNESSETH, That the said part 1st. of the First Part, in consideration of the sum of
 One, Dollar, And, Other, Good, And, Valuable, Considerations, DOLLARS,
 to them paid by the said part 1st. of the Second part, the receipt of which is hereby acknowledged, do, by
 these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM, unto the said part 1st. of the Second Part, their
 heirs and assigns, the following described Lots, Tracts or Parcels of land, lying, being and situate in the County of
 Audrain and State of Missouri to-wit:

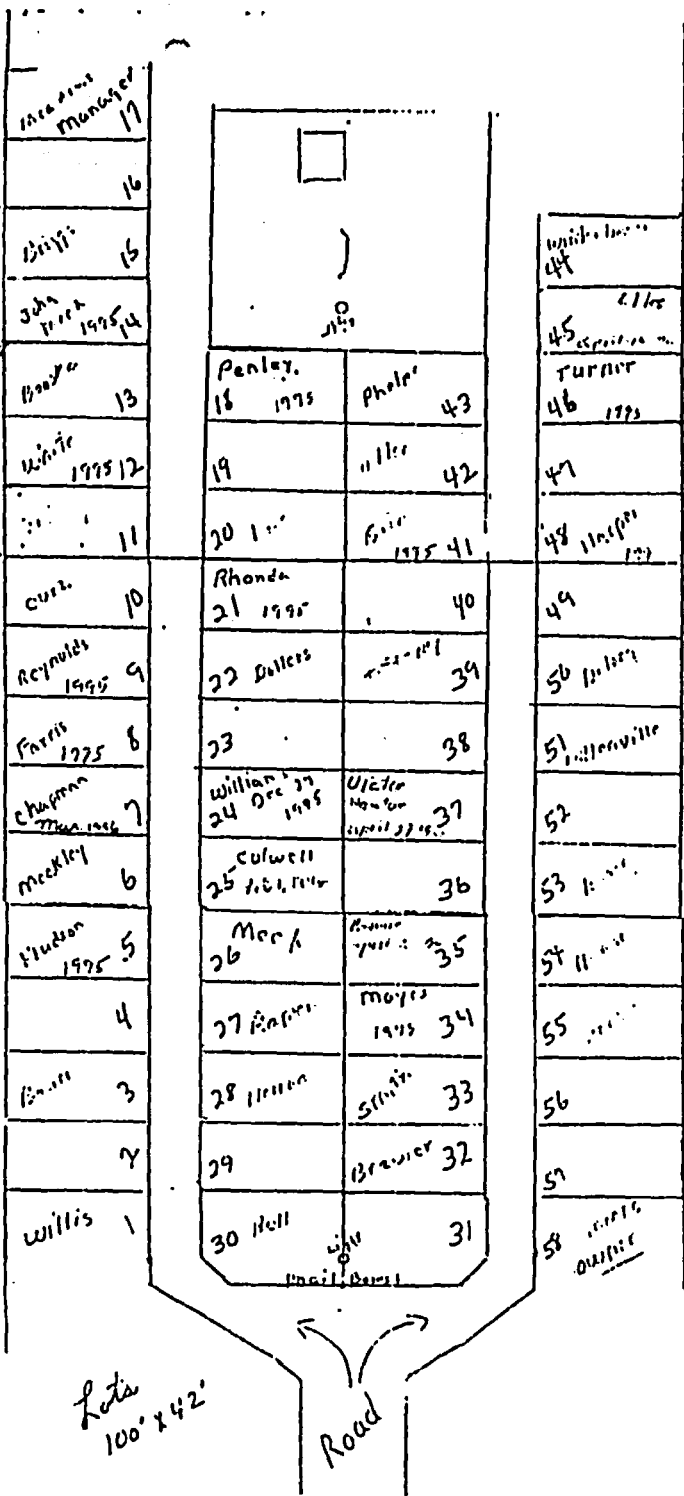
All that part of the southwest fourth of the northeast quarter lying north of Missouri
 State Highway #22, in Section 20, in Township 31 North of Range 9 West of the Fifth
 Principal Meridian, in the County of Audrain and State of Missouri, excepting the east
 25 acres thereof.

TO HAVE AND TO HOLD the premises, aforesaid with all and singular the rights, privileges, appurtenances and im-
 munities thereto belonging or in any wise appertaining, unto the said part 1st. of the Second Part and unto their
 heirs and assigns FOREVER; the said hereby representing that lawfully
 seized of an indefeasible Estate in Fee in the premises herein conveyed; that have good right to convey the
 same; and the said premises are free and clear of any incumbrance done or suffered by or those under whom
..... claim; and that will WARRANT AND DEFEND the title to the said premises
 unto the said part 1st. of the Second Part, and unto their heirs, and assigns FOREVER, against the lawful claims
 and demands of all persons whomsoever, except as to taxes for the year 1972, and thereafter.

IN WITNESS WHEREOF, the said part 1st. of the First Part have hereunto set their hands and seals
 on this day and year first above written.

Signed, Sealed and Delivered in the Presence of us

Robert E. Spradlin SFAL
Edith E. Spradlin SFAL
 SFAL
 SFAL



09-03335

AUDRAIN CO. 37

19-4-20-0-000-010

SKYLINE VILLAGE INC
C/O HOWARD WAYNE STODDARD
RT 2 BOX 132
MEXICO, MO 65265

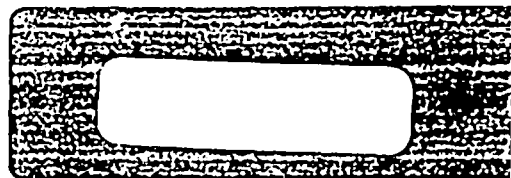
215-544 8/3/70
228-650 8/25/76

51-09-20 12.21A. - PT SE NE DESC AS BEG
PT 200' E OF INT E R/W HWY NN & S R/W CO
RD 302, E TO E/L SE NE, S480'(S), W1090'
(8), N480' TO POB

Survey 4681

CO RD 302

1003



SURVEYOR'S RECORD, K^L AUDRAIN COUNTY

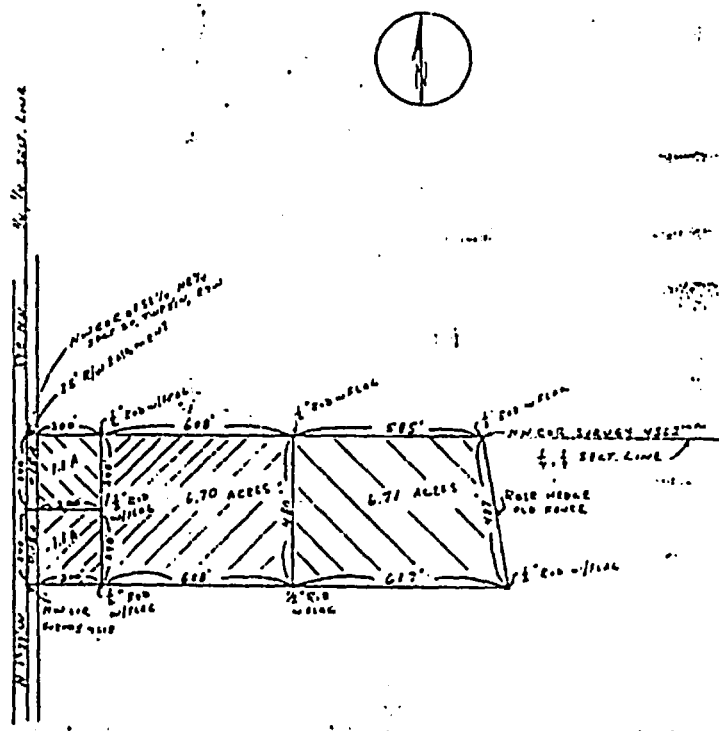
59

FIELD NOTES

Survey No. 4681

Was made 10-1-69 at _____

The Plot below, together with this description, fully and truly shows the intent of executing the Survey and the results of the same.



SURVEY MADE
MADE 10-1-69

THE PURPOSE OF THIS SURVEY WAS TO DIVIDE QUARTER 36, SEC 36 ACRES, BEGIN AT THE N.W. CORNER OF SURVEY 4681 AND GO NORTH ALONG 1/4 SECTION LINE 200', THEN EAST 230', THEN SOUTH 400', THEN WEST 230' TO THE POINT OF BEGINNING, CONTAINING 1.25 AC. THEN START AT THE N.W. CORNER SEC 36, T. 12 N., R. 10 W. AND GO EAST ALONG 1/4 SECTION LINE TO A POINT OF BEGINNING, THEN GO 600' ALONG THE 1/4 SECTION LINE, THEN SOUTH 480', THEN WEST 40' THEN NORTH 480' TO THE POINT OF BEGINNING, CONTAINING 6.70 ACRES NEARLY OR EXACTLY

CHAIRMAN BILL TOWLER
RAY UPRIGHT

Audrain County Surveyor
Raymond D. Christie

Bill Towler CHAIRMAN *Raymond D. Christie* SURVEYOR OF AUDRAIN COUNTY, MO.

Exhibit 8

**Legal Descriptions
of Spartan Light Metal Products
and
Cerro Copper Tracts**

#3767

004257,

SPECIAL
WARRANTY DEED BY CORPORATION

00282 Part 306

2

KNOW ALL MEN BY THESE PRESENTS:

That LANDMARK TITLE AND GUARANTEE CO., INC., of the County of Audrain, in the State of Missouri, a CORPORATION organized and existing under the laws of the State of Missouri, "Grantor," in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, to it paid by SPARTAN LIGHT METAL PRODUCTS, L.L.C., a Missouri Limited Liability Company, of the County of Audrain, and State of Missouri, "Grantee," (mailing address of Grantee: 10450 Starhill Acres, St. Louis, Missouri 63128), the receipt of which is hereby acknowledged, does by these presents, SELL AND CONVEY unto the said Grantee its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Audrain and State of Missouri, to-wit:

A tract of land being part of the West Half of the Southwest Quarter of Section 34, Township 51 North, Range 9 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri, being more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 34; thence S 86° 06' 00" E, 1152.77 feet to the projected West line of a survey recorded in Book 224, at Page 829; thence S 3° 20' 10" W, along said line, 881.37 feet to the Southwest corner of said survey; thence S 2° 08' 45" W, 548.90 feet; thence N 88° 06' 00" W, 1134.48 feet to the section line; thence N 2° 08' 45" E, along the section line, 1430.00 feet to the point of beginning.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee, and unto its successors and assigns forever. The said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor; except for real estate taxes for calendar year 1994, and thereafter.

THIS DEED is made and entered into this 31st day of August A.D., One Thousand Nine Hundred and Ninety-Five, by and between Cerro Copper Tube Co., a Delaware corporation, party of the First part, and Cerro Copper Casting Co., a Delaware corporation, party of the Second part (Grantor's mailing address is P.O. Box 66694, St. Louis, MO 63166).

TRACT
No. 1

WITNESSETH, that the said party of the First part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party of the Second part, the receipt of which is hereby acknowledged, and by virtue of and pursuant to a resolution of the Board of Directors of said party of the First part, does by these presents Grant, Bargain, Sell, Convey and Confirm, unto the said party of the Second Part, the following described real estate situated in the County of Audrain, in the State of Missouri to wit:

A tract of land in the East Half of the Northeast Quarter of Section 33 and in the Northwest Quarter of Section 34, Township 51 North, Range 9 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri, more particularly described as follows: Beginning at the Northeast corner of said Section 33 and also being the Northwest corner of said Section 34; thence S 88 degrees 21'40" E, along the Section line, 707.33 feet to the Northwest corner of a tract described by a deed recorded in Book 238, at Page 103 of the Deed Records of said Audrain County; thence following the lines of said tract S 02 degrees 24'50" W, 286.18 feet; thence S 88 degrees 21'40" E, 360.00 feet; thence leaving said tract S 02 degrees 30'00" W, 934.42 feet to the North line of Mexico Industrial Park Plat 1; thence N 87 degrees 30'30" W, along said line, 881.82 feet to the East line of a tract described by a deed recorded in Book 280, at Page 891 of said Deed Records; thence following the lines of said tract N 01 degree 43'40" E, 284.77 feet to the Northeast corner thereof; thence N 87 degrees 09'20" W, 797.35 feet to the Northwest corner thereof; thence leaving said tract N 02 degrees 27'00" E, along the West line of said tract projected, 931.99 feet to the North line of Section 33; thence S 87 degrees 48'00" E, along the Section line, 636.33 feet to the point of beginning; as shown by survey recorded in Book 281, at Page 265 of the Deed Records of Audrain County, Missouri.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party of the Second part, and to its successors and assigns, forever; the said party of the First part hereby covenanting it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that said premises are free and clear of any incumbrances; and that said party and the heirs, executors, and administrators of such party shall and will warrant and defend the title to the premises, unto the said party of the Second part, and to its successors and assigns forever, against the lawful claims of all persons whomsoever.

THIS INDENTURE, Made and entered into this 16th day of February, 1996, by and between HARRY H. HOUF & SONS CONTRACTORS, INC., a corporation duly organized under the laws of the State of Missouri, of the County of Audrain, State of Missouri, party of the First part, and CHIRO COPPER CASTING CO., a Delaware Corporation, of the County of Audrain, State of Missouri, parties of the Second part: (Grantco's mailing address is: 1500 Industrial Drive, Mexico, Missouri 65265.)

WITNESSETH: That the said party of the First part, for and in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by the said party of the Second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, 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 Audrain and State of Missouri, to-wit:

A tract of land located in the Southwest Quarter of Section Twenty-Seven (27) and the East Half of the Southeast Quarter of Section Twenty-Eight (28), Township 51 North, Range 9 West in Audrain County, Missouri, more particularly described as follows, to-wit:

Beginning at the Southwest corner of Section 27-51-9 and being the Southeast corner of Section 28-51-9; thence North 87° 48' 00" W, along the section line, 332.97 feet to the Southeast corner of Surveys No. 2599 and 2742; thence North 1° 53' 10" E, along the East line of said surveys, 900.00 feet; thence South 88° 10' 20" E, 1053.72 feet to the West line of Surveys 2440 and 2952; thence South 2° 44' 10" W, along said line, 900.00 feet to the section line; thence North 88° 21' 40" W, 707.37 feet to the point of beginning.

Subject to easements, conditions and restrictions of record.

This conveyance is subject to the following restrictive covenants which shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns, said restrictive covenants are as follows:

1. No structures or improvements shall be erected on the herein conveyed real estate with a height in excess of forty-five (45) feet.
2. No structures or improvements shall be placed on the North one-hundred (100) feet of the herein conveyed real estate.
3. No existing trees shall be cut or removed from the East one-hundred (100) feet of the herein conveyed real estate unless the same become diseased or become a safety hazard. If any tree is cut or removed, Grantee, or its successors and assigns, shall replace it by planting a new tree of similar type.

The restrictive covenants contained in this deed may only be amended or terminated if the then owner of the herein conveyed real estate and the then owner of Lot 9 in Oakhills Subdivision (Final Plat Oakhills Plat No. 2, a replat of Lots 4, 5, 6 and 7 of Oakhills Plat No. 1, filed in Plat Book 5 at Page 87 of the Deed Records of Audrain County, Missouri) agree in writing to said amendment(s) or termination and in such event said document shall be recorded in the office of the Audrain County, Missouri, Recorder of Deeds.

TRACTS
No. 243

Exhibit B

**Certified Copy of the Resolution of the Board of
Consolidated Electric Cooperative Authorizing
the Territorial Agreement**



Consolidated Electric Cooperative

P. O. Box 540
Mexico, Missouri 65265-0540
Telephone: 573/581-3630

RESOLUTION

RESOLVED: The proposed territorial agreement between Union Electric and the Cooperative was approved substantially in the form as presented to the meeting. The officers were directed and authorized to execute the contract and such other documents as are necessary to carry out the intent of this resolution. The officers, general manager, staff and general counsel are hereby authorized to file on behalf of the Cooperative an application at the Public Service Commission for approval of the territorial agreement with Union Electric Company and are authorized and instructed to take such other acts as may be necessary or convenient to obtain Public Service Commission approval of the proposed territorial agreement.

CERTIFICATE

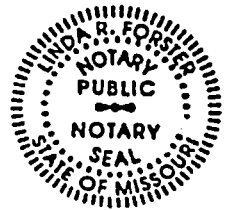
I, Janie L. McCord, Assistant Secretary of Consolidated Electric Cooperative, do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board of Directors of that organization held on the 12th day of June, 1996 at which meeting a quorum was present; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative; and that said minutes have not been rescinded or modified.



Janie L. McCord
Janie L. McCord, Asst. Secretary

Subscribed and sworn to before me this 10th day of April, 1997.

SEAL



Linda R. Forster
Linda R. Forster, Notary Public

My commission expires:

LINDA R. FORSTER
NOTARY PUBLIC - STATE OF MISSOURI
AUDRAIN COUNTY
MY COMMISSION EXPIRES 11-7-99

Exhibit C

**Consolidated Electric Cooperative
Articles of Incorporation**

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

CONSOLIDATED 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 15TH DAY OF APRIL, 1997.

Rebecca McDowell Cook
Secretary of State



No. 315091



Certificate of



Incorporation

Whereas, An association organized under the name of
CONSOLIDATED ELECTRIC COOPERATIVE

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

CO-OPERATIVE AGRICULTURAL PURPOSES:

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

located at MOXIO

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

Thirty thousand Dollars.

In Testimony Whereof, I have set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 20th day of June A. D. Nineteen Hundred and Thirty eight.

[SEAL]

Dwight H. Brown
SECRETARY OF STATE

J. H. Coleman
CHIEF CLERK

ARTICLES OF INCORPORATION
OF
CONSOLIDATED ELECTRIC COOPERATIVE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

<u>NAME</u>	<u>RESIDENCE</u>
G. M. Fox	Marico, Mo.
Orma E. Mackey	Centralia, Mo.
Leo R. Hoer	Ladonia, Mo.
V. R. Brennan	Centralia, Mo.
Frank P. Wilfley	Ladonia, Mo.
C. H. Chapline	Marico, Mo.
L. E. Crews	Marico, Mo.
T. E. Hook	Marico, Mo.
E. B. Wilson	Centralia, Mo.
Ross C. Ewing	Marico, Mo.
Wm. J. Farnsworth	Martinsburg, Mo.
Eiley Wilkerson	Ladonia, Mo.

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 of exchange, bonds, debentures and other evidences of indebtedness and to secure any of its obligations by mortgage, pledge or deed of trust of any or all of its property, assets, franchises and income;
- (6) To extend credit in connection with the sale of 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 Mexico in the County of Audrain, 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 or dividends based upon purchases by patrons of the Association; and the remainder of such assets shall be distributed in the following priority:

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

IN TESTIMONY WHEREOF, we have herunto set our hands this 18th day of June, 1939.

C. W. Fox

Orma E. Mackey

Leo R. Hoer

V. E. Brennan

Frank P. Wilfley

C. H. Chapline

L. E. Cross

T. E. Hook

E. B. Wilson

Rosa C. Knipe

Wm. J. Fennewald

Billy Wilkerson

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.

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

IN TESTIMONY WHEREOF, we have hereunto set our hands this 10th day of June, 1938.

C. M. Fox
Orma E. Mackey
Leo R. Hoer
V. E. Brennan
Frank P. Wilfley
C. H. Chapline
L. E. Crews
T. E. Hook
E. B. Wilson
Ross C. Knipe
Wm. J. Fennewald
Riley Wilkerson

10

STATE OF MISSOURI)
) SS
COUNTY OF AUDRAIN)

On this 17th day of June, 1938, before me personally
appeared C. M. Fox, Orma E. Mackey, Leo R. Hoer, V. R. Branham and
Frank P. Wilfley
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 by notarial seal the day and year last above written.

My commission expires

William Buell
Notary Public

(Seal)

STATE OF MISSOURI, }
COUNTY OF AUDRAIN } SS.

IN THE RECORDER'S OFFICE.

I, ROSS C. EWING, Recorder within and for the County aforesaid, do certify that the INSTRUMENT OF
WRITING hereto attached was filed for record in my office on the 18th day of June 19 38
at 3 o'clock 15 minutes P.M., and that the same is duly recorded in said office in Book 125, at

Page _____ IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
at Mexico, Missouri, this 18th day of June 19 38

Ross C. Ewing Recorder

By _____ Deputy Recorder

10

No. 61569½

Articles of Association

Consolidated Electric Cooperative -

Location Mexico

Capital \$ 30,000 and

shares of no par value

For a term of perpetual years.

FIELD AND SEYMOUR
INCORPORATION CO.

JUN 9 - 1922

Consolidated Electric Cooperative

10

Territorial Agreement
between
Union Electric Company
and
Consolidated Electric Cooperative

#3767

EXHIBIT 1

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY William J. Lee

Title: Vice President

ATTEST:

James H. [Signature]
Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A. Dye
Title: President

ATTEST:

Michael E. Miller
Secretary

Territorial Agreement
between
Union Electric Company
and
Consolidated Electric Cooperative

#3767

EXHIBIT 1

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY 

Title: Vice President

ATTEST:


Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

BY James A Dye

Title: President

ATTEST:

Richard E Miller
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

In the Matter of the Application of)
 Union Electric Company and)
 Consolidated Electric Cooperative for)
 Approval of a Written Territorial Agreement)
 designating the Boundaries of each)
 Electric Service Supplier within Portions)
 of Audrain, Monroe, and Randolph)
 Counties, Missouri.)

Case No. EO-97-493


FILED
 JUN 2 1997
 MISSOURI
 PUBLIC SERVICE COMMISSION

AFFIDAVIT OF RONALD W. LOESCH

State of Missouri)
) SS.
 Audrain County)

Ronald W. Loesch, being first duly sworn on his oath, states:

1. My name is Ronald W. Loesch. I work in the City of Mexico, Missouri, and I am Manager of Little Dixie District for Union Electric Company.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony consisting of pages 1 through 9, inclusive, all of which testimony has been prepared in written form for introduction into evidence in the above-referenced docket.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.



 Ronald W. Loesch

Subscribed and sworn to before me this 28th day of May, 1997.



 Notary Public
 Ann T. Narramore

A.

Exhibit A

Territorial Agreement

between

Union Electric Company

and

Consolidated Electric Cooperative

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Consolidated Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Audrain, Monroe, and Randolph Counties; and

WHEREAS, Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Audrain, Monroe, and Randolph Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

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

1. Definitions - As used in this Agreement:

(a) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(b) "Cooperative" shall mean Consolidated Electric

Cooperative and any subsidiary or other corporate entity owned or controlled by Consolidated Electric Cooperative.

(c) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(d) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. "Structure" shall include any contiguous or adjacent addition to or expansion of an existing structure. "Structure" shall not include a metering device or customer-owned meter wiring.

(e) "Existing Structure" shall mean any structure which receives electric energy from either party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of a previously existing structure, if the previously existing structure is totally removed and replaced by a structure used for the same purpose. Purpose shall be defined using the categories used in Section 1(d) above -- agricultural, residential,

commercial, and industrial.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of "Existing Structure" set forth herein.

2. Exclusive Right to Serve - Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. Exclusive Service Area of Company - The electric service area of Company under this Agreement shall be all of Randolph County as is described in Exhibit 1 to this Agreement and as shown on the map marked Exhibit 2 to this Agreement, that portion of Monroe County as is described in Exhibit 3 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to

this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's service area, pursuant to this agreement.

4. Exclusive Service Area of Cooperative - The electric service area of Cooperative under this Agreement shall be that portion of Monroe County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 4 to this Agreement, and that portion of Audrain County as is described in Exhibit 5 to this Agreement and as illustrated by the line as shown on the map marked Exhibit 6 to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in the Cooperative's service area, pursuant to this agreement.

5. Non-exclusive Service Territory - In Audrain County, the Territorial Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 5 and 6, respectively. The Territorial Agreement has no impact on those portions of Audrain County outside the areas described in Exhibits 5 and 6.

6. Exceptions to Exclusive Service Territories - Company and Cooperative agree to the following exceptions to exclusive service

areas set forth in Sections 3 and 4 above.

A. Company and Cooperative are supplying electric service to subdivisions, trailer parks, and developments that will be located in the other supplier's exclusive service area under this Agreement. These subdivisions, trailer parks and developments are listed in Exhibit 7 and depicted in Exhibits 7A through 7J to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The supplier providing electric service to these subdivisions, trailer parks and developments, as designated in Exhibit 7, as of the effective date of this Agreement, shall have the exclusive right to serve any new structures located in the subdivisions, trailer parks, and developments depicted in the drawings making up Exhibit 7. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

B. Cooperative shall have the exclusive right to serve the existing structures, any expansion of the existing structures, and any new structures located completely within the property boundaries described in Exhibit 8, for the businesses of Spartan Light Metal Products or its subsidiary, successors and assigns, and Cerro Copper or its subsidiary, successors and assigns. The Cooperative's right to serve facilities within the property boundary of the above facilities shall continue to exist regardless of the owner, so long as the facilities are used for industrial purposes, and regardless of whether the property is abandoned,

provided the property is not abandoned for over ten (10) years. For the purpose of this section, "Abandoned" shall mean the elimination of all industrial or commercial activities on the above described property.

C. The Cooperative's exclusive right to serve as described in Section 6B shall not apply to any portion of property described in Exhibit 8 once it is sold or leased for either agricultural or residential purposes.

7. Location of a Structure - The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any boundary line described in paragraphs 3 and 4 describing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that structure.

8. Municipally Owned Electric Facilities - The electric service area of the Cooperative as defined in paragraph 4 above includes incorporated communities of Paris and Monroe City, each of which operates and maintains municipally owned electric facilities. Should any of these municipalities cease to operate and maintain municipally owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of such municipality as it

exists on the date the municipality and Company agree on a sale of the municipality's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the power to serve the structures being served by the municipality on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, a portion of the territory lying within the incorporated boundaries of the municipality whose facilities were purchased by Company. This territory shall be added to the exclusive territory of Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of the incorporated limits of the municipality as it exists on the effective date of this Agreement plus such portion of any territory annexed by the municipality after the effected date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to the facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Missouri Public Service Commission as provided in Section 394.312.2 RSMo. If the Commission is required to set the boundaries because the parties cannot agree, Company shall be entitled to serve all of the

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

9. Case-by-Case Exception Procedure - The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure, the justification for the Addendum, and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

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

11. Modification Procedure - Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and

by the Missouri Public Service Commission.

12. Agreement Binding on Successors and Assigns - This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

13. Effective Date, Term, and Conditions - This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, RSMo. (1994). The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1997;

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to a finding that this Agreement, in total, is not detrimental to the public interest.

14. Areas Outside the Scope of the Agreement - Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

15. Parties Right to Construct Needed Facilities - This Agreement shall in no way affect either party's right to construct

such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

16. Metes and Bounds Description Shall Govern - In the event that any boundary shown on a map incorporated as an exhibit to this Agreement, differs from the description in a metes and bounds exhibit to this Agreement, the metes and bounds description shall govern.

17. Dispute Resolved - As part of this Agreement, the parties agree to resolve the dispute concerning electric service to a residential structure located at 1328 Onie Street, Mexico, Missouri. The parties agree that the Cooperative shall have the right to continue serving the structure.

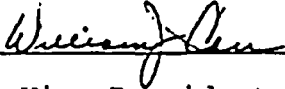
18. Headings - The headings in this Agreement are provided for informational purposes and the convenience of the parties and shall not be used to construe the terms of the Agreement.

19. Entire Agreement - This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void

by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of April, 1997.

UNION ELECTRIC COMPANY

BY 

Title: Vice President

ATTEST:


Secretary

CONSOLIDATED ELECTRIC COOPERATIVE

By James A. Dye

Title: President

ATTEST:

Richard E. Miller
Secretary

**Metes and Bounds of Company's Exclusive
Service Territory in Randolph County**

Randolph County in its entirety, that being:

Beginning at the southeast corner of township fifty-two, range fourteen, west; thence with the northern boundary of Howard County to the middle of range sixteen; thence north with the subdivisional lines to the northwest corner of section three, township fifty-five, range sixteen, west; thence east with the township line between townships fifty-five and fifty-six to the northeast corner of township fifty-five, range thirteen; thence south with the range line between ranges twelve and thirteen to the southeast corner of township fifty-two, range thirteen, west; thence with the township line between townships fifty-one and fifty-two to the place of beginning.

UNION ELECTRIC COMPANY TERRITORY-MONROE COUNTY

7-25-96 (3)

BEGINNING AT A POINT ON THE RANDOLPH/MONROE COUNTY LINE, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5 TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 10 AND 11 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,

MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 2, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 2, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 2 AND 1 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID

SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8, TO THE NORTHWEST CORNER OF SAID SECTION 8; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 8 AND 9 OF TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 33 AND 28 OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO A POINT IN THE CENTER OF THE MIDDLE FORK SALT RIVER; THENCE EASTERLY ALONG AND WITH THE MEANDERING OF SAID RIVER, A DISTANCE OF ONE MILE, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 27, TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE LEAVING THE CENTER OF SAID RIVER, SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTIONS 27 AND 34 OF TOWNSHIP 55 NORTH, RANGE 11 WEST, MONROE

COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 3, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF

THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE
NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF
THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG
THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 10, TO THE SOUTHWEST CORNER OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING
THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST
CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION
10; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 10, 9, 8 AND 7 OF TOWNSHIP
54 NORTH, RANGE 11 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER
OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID
POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 18, TOWNSHIP 54 NORTH, RANGE 11 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE
NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE WEST

HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 24, 23 AND 22 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER

OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF NORTH HALF OF THE SOUTH HALF OF SECTIONS 15, 16, 17 AND 18 OF TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST

HALF OF SECTION 19, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST
HALF OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 19, TO THE NORTHEAST CORNER OF
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID
POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 20, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY,
MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE
SOUTHWEST QUARTER OF SAID SECTION 20, TO THE NORTHEAST CORNER OF THE
SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH
ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID
SECTION 20, TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION 20, SAID POINT ALSO BEING THE NORTHEAST CORNER OF
THE WEST HALF OF SECTION 29, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE
COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID
SECTION 29, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST

CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, SAID POINT

ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT ALSO BEING

ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 7 AND 18 OF TOWNSHIP 53 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 18; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF SAID SECTION 18, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE RANDOLPH/MONROE COUNTY LINE; THENCE NORTH ALONG SAID COUNTY LINE, A DISTANCE OF 9.25 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 55 NORTH, RANGE 12 WEST, MONROE COUNTY, MISSOURI, AND THE POINT OF BEGINNING.

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

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CONSOLIDATED ELECTRIC COOPERATIVE TERRITORY-AUDRAIN COUNTY 7-25-96 (1)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 17 AND 16 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 10, 15 AND 22 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 26 AND 25 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF SAID SECTION 25.

SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 30 AND 31 OF TOWNSHIP 51 NORTH, RANGE 7 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 12 AND 11 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 15, TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 15, TO THE SOUTHWEST CORNER OF SAID SECTION 15, SAID POINT ALSO

BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 21, 28 AND 33 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 33, 32 AND 31 OF TOWNSHIP 50 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 36 AND 25 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 25, TO SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE

SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 24, 13 AND 12 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO A POINT IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE IN A NORTHEASTERLY DIRECTION ALONG AND WITH THE CENTER OF SAID U.S. HIGHWAY 54 BYPASS, A DISTANCE OF APPROXIMATELY THREE MILES, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, ON THE NORTH RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, A DISTANCE OF 3,450 FEET, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501, A DISTANCE OF 613 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY NO. 54; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY NO 54, A DISTANCE OF 450 FEET, MORE OR LESS, TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE NORTH ALONG THE CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 910 FEET, MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A

TRACT CONVEYED TO THE HIATTE JOINT LIVING TRUST BY DEED OF RECORD, RECORDED IN BOOK 283 AT PAGE 654, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE EAST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE AND ALONG THE NORTH LINE OF SAID HIATTE TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID HIATTE TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF A TRACT CONVEYED TO THE EAST LAWN MEMORIAL PARK CORPORATION BY DEED OF RECORD, RECORDED IN BOOK 206 AT PAGE 522, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST LAWN MEMORIAL PARK CORPORATION TRACT, A DISTANCE OF 671 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF LOT 3 OF MEADOWLAKE ESTATES SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCES: N82°50'E, A DISTANCE OF 44 FEET; THENCE S7°53'E, A DISTANCE OF 17 FEET; THENCE N82°50'E, A DISTANCE OF 298.44 FEET, TO THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE N9°30'W, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF LOT 6 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCES: N29°30'11"E, A DISTANCE OF 142.04 FEET; THENCE N9°30'W, A DISTANCE OF 109.84 FEET; THENCE S80°30'W, A DISTANCE OF 89.66 FEET, TO THE NORTHEAST CORNER OF LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE PERIMETER

MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND
S80°W, A DISTANCE OF 496.59 FEET; THENCE N80°30'E, A DISTANCE OF
THENCE N9°30'W, A DISTANCE OF 250.0 FEET; THENCE N55°51'W, A
100.0 FEET; THENCE N89°25'W, A DISTANCE OF 347.0 FEET, TO THE
CORNER OF LOT 26 OF SAID MEADOWLAKE ESTATES SUBDIVISION, SAID
TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE CHARLES
GENTRY BY DEED OF RECORD, RECORDED IN BOOK 286, AT PAGE 706,
DRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID
MEADOWLAKE ESTATES SUBDIVISION, NORTH ALONG THE WEST LINE AND THE
SOUTHERLY EXTENSION OF THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF
100.0 FEET, OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE
ILLINOIS-CENTRAL-GULF RAILROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-
OF-WAY LINE OF SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET,
TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF A
TRACT CONVEYED TO BOBBY GENTRY ET UX BY DEED OF RECORD, RECORDED IN BOOK
286, AT PAGE 706, DRAIN COUNTY, MISSOURI RECORDS; THENCE NORTH ALONG THE
SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF
100.0 FEET, OR LESS, TO THE SOUTHWEST CORNER OF SAID GENTRY TRACT, SAID
TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL-
GULF RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF
SAID ILLINOIS-CENTRAL-GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS.

TO A POINT THAT IS 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EASTERLY IN A DIRECT LINE A DISTANCE OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 30, SAID POINT BEING 611 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 20 AND 17 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF SAID SECTION 17 AND THE POINT OF BEGINNING.

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

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UNION ELECTRIC COMPANY TERRITORY-AUDRAIN COUNTY

7-25-96 (2)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 18 AND 19 OF TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 611 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ROBERT M. BAKER TRUST BY DEED OF RECORD IN BOOK 280 AT PAGE 877, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BAKER TRACT, A DISTANCE OF 1,450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD, SAID POINT BEING 580 FEET, MORE OR LESS, SOUTH OF AND 1,450 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID SECTION 30; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-CENTRAL GULF RAILROAD, A DISTANCE OF 1,460 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO BOBBY GENTRY ET UX BY DEED OF RECORD IN BOOK 280 AT PAGE 738, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID GENTRY TRACT, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON

THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS-CENTRAL-GULF RAILROAD;
THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS-
CENTRAL-GULF RAILROAD, A DISTANCE OF 540 FEET, MORE OR LESS, TO A POINT ON
THE NORTHERLY EXTENSION OF THE WEST LINE OF A TRACT CONVEYED TO CHARLES
R. STRIBLING TRUST BY DEED OF RECORD IN BOOK 286 AT PAGE 706, AUDRAIN COUNTY,
MISSOURI RECORDS; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE WEST
LINE AND ALONG THE WEST LINE OF SAID STRIBLING TRACT, A DISTANCE OF 1,090
FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF MEADOWLAKE ESTATES
SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 65, AUDRAIN
COUNTY, MISSOURI RECORDS; THENCE ALONG THE PERIMETER OF SAID MEADOWLAKE
ESTATES SUBDIVISION, ON THE FOLLOWING COURSES AND DISTANCES: THENCE
S89°25'E, A DISTANCE OF 347.0 FEET; THENCE S55°51'E, A DISTANCE OF 130.0 FEET;
THENCE S9°30'E, A DISTANCE OF 250.0 FEET; THENCE S80°30'W, A DISTANCE OF 164.99
FEET; THENCE S9°30'E, A DISTANCE OF 496.59 FEET, TO THE NORTHEAST CORNER OF
LOT 7 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE LEAVING THE PERIMETER
OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES AND
DISTANCES: N80°30'E, A DISTANCE OF 89.66 FEET; THENCE S9°30'E, A DISTANCE OF
109.84 FEET; THENCE S29°30'11"W, A DISTANCE OF 142.04 FEET, TO THE SOUTHEAST
CORNER OF LOT 6 OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE ALONG THE
PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION ON THE FOLLOWING COURSES

AND DISTANCES: S9°30'E, A DISTANCE OF 230 FEET, TO THE SOUTHEAST CORNER OF SAID MEADOWLAKE ESTATES SUBDIVISION; THENCE S82°50'W, A DISTANCE OF 298.44 FEET; THENCE N7°53'W, A DISTANCE OF 17 FEET; THENCE S82°50'W, A DISTANCE OF 44 FEET, TO A POINT ON THE WESTERLY LINE OF SUNSET HILLS SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 3 AT PAGE 30, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE LEAVING THE PERIMETER OF SAID MEADOWLAKE ESTATES SUBDIVISION, SOUTH ALONG THE WESTERLY LINE OF SAID SUNSET HILLS SUBDIVISION, A DISTANCE OF 348 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SUNSET HILLS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO CONRAD HARRISON ET UX BY DEED OF RECORD IN BOOK 206 AT PAGE 479, AUDRAIN COUNTY, MISSOURI RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID HARRISON TRACT, A DISTANCE OF 151.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID HARRISON TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO ROBERT D. WITHERELL ET UX BY DEED OF RECORD IN BOOK 266 AT PAGE 343; THENCE SOUTH ALONG THE EAST LINE OF SAID WITHERELL TRACT, A DISTANCE OF 171.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID WITHERELL TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID WITHERELL TRACT AND ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID WITHERELL TRACT, A DISTANCE OF 685 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF A CITY STREET KNOWN AS SUNSET LANE; THENCE SOUTH ALONG THE

CENTERLINE OF SAID SUNSET LANE AND ALONG THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SAID SUNSET LANE, A DISTANCE OF 910 FEET, MORE OR LESS, TO A POINT OF THE SOUTH RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY 54; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BUSINESS HIGHWAY 54, A DISTANCE OF 450 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 501, A DISTANCE OF 610 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, TO A POINT IN SECTION 31, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI, IN THE CENTER OF U.S. HIGHWAY 54 BYPASS; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK & WESTERN RAILROAD, SOUTHWESTERLY ALONG AND WITH THE CENTER LINE OF U.S. HIGHWAY 54 BYPASS, A DISTANCE OF THREE MILES, MORE OR LESS, TO A POINT ON THE EAST LINE OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14 AND 23 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST

ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 25 AND 36 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 36; THENCE WEST ALONG SOUTH LINE OF SECTIONS 36, 35, 34 AND 33 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 33, TO THE NORTHEAST CORNER OF SECTION 33, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 28; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 28, 21 AND 16 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9 AND 4 OF TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE

OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 6, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF

OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF NORTH HALF OF SECTIONS 26 AND 27 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 27, 22 AND 15 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE

EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 15 AND 14 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13 AND 12 OF TOWNSHIP 51 NORTH, RANGE 10 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF SAID SECTION 12, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 7, 8 AND 9 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16, TO THE NORTHEAST CORNER OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 10 AND 3 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 3, 2 AND 1 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 1 AND 12 OF TOWNSHIP 51 NORTH, RANGE 9 WEST, AUDRAIN COUNTY, MISSOURI, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 12, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE

SOUTH HALF OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 8 WEST, AUDRAIN COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, TO THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 8 WEST, AND THE POINT OF BEGINNING.

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

• • • • •

CERTIFICATE OF SERVICE


I, William B. Bobnar, an attorney for Union Electric Company, do hereby certify that a copy of the foregoing was served on the following Parties of Record, by first-class mail, postage prepaid, on this 30th day of May, 1997.

Patrick A. Baumhoer
Victor S. Scott
Andereck, Evans, Milne, Peace
& Baumhoer
305 E. McCarty
P.O. Box 1438
Jefferson City, MO 65102-1438

Ronald W. Loesch
District Manager
Union Electric Company
P.O. Box 38
Mexico, MO 65265

Byron L. Jahn
General Manager
Consolidated Electric Cooperative
P.O. Box 540
Mexico, MO 65265

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


William B. Bobnar

Appendix 2

Appendix 2

ADDENDUM NUMBER 1 TO TERRITORIAL AGREEMENT BETWEEN UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI AND CONSOLIDATED ELECTRIC COOPERATIVE

This Addendum No. 1 is entered into between Union Electric Company d/b/a Ameren Missouri ("Company"), and Consolidated Electric Cooperative, ("Cooperative"), hereafter referred to collectively as "Parties."

WHEREAS, the Parties have entered into a Territorial Agreement dated on or about April 25, 1997 ("Territorial Agreement"), which establishes exclusive service areas for each Party;

WHEREAS, said Territorial Agreement was approved by the Missouri Public Service Commission ("Commission") by Report and Order issued on August 13, 1997 and effective on August 26, 1997 in Case No. EO-97-493;

WHEREAS, Paragraph 9 of the Territorial Agreement permits the Parties to agree on a case-by-case basis by an Addendum to the Territorial Agreement to allow a structure to receive service from one party though the structure is located in the exclusive electric service territory of the other;

WHEREAS, Company and Cooperative have not entered into any prior Addendum to the Territorial Agreement;

WHEREAS, Derek & Kyleigh Miller have requested electric service to a structure with a physical address of 11370 Audrain Road, Mexico, Missouri, a location within the designated exclusive service territory of Company ("Miller Structure");

WHEREAS, as demonstrated in Exhibit A, the Cooperative has facilities physically closer than those of Company the structure, making it more economic for Cooperative to serve the Miller Structure;¹

WHEREAS, Heath & Rebekah Hudson have requested electric service to a structure with a physical address of 19570 Highway FF, Mexico, Missouri, a location within the designated exclusive service territory of Company ("Hudson Structure"); and

¹ Cooperative already has services lines adjacent to the structure. The Company would need to build approximately 0.5 miles of overhead system to provide service to Customer, which would not be in the public interest. It is more cost effective for the Customer for Cooperative to extend service to the structure than for the Company to do so.

WHEREAS, as demonstrated in Exhibit B, the Cooperative has facilities physically closer than those of Company the structure, making it more economic for Cooperative to serve this structure;²

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

1. Both Parties desire and consent to Cooperative providing electric service to the Miller Structure with a physical address of 11370 Audrain Road, Mexico, Missouri through the case-by-case addendum procedure contained in Paragraph 9 of the Territorial Agreement. Notwithstanding the boundaries described in the Territorial Agreement, Cooperative shall have the right to serve the structure.

2. A metes and bounds description of the area encompassing the Miller Structure to be transferred is attached hereto as Exhibit C.

3. Both Parties desire and consent to Cooperative providing electric service to the Hudson Structure with a physical address of 19570 Highway FF, Mexico, Missouri through the case-by-case addendum procedure contained in Paragraph 9 of the Territorial Agreement. Notwithstanding the boundaries described in the Territorial Agreement, Cooperative shall have the right to serve the structure.

4. A metes and bounds description of the area encompassing the Hudson structure to be transferred is attached hereto as Exhibit D.

5. The exclusive territories of the Parties, as described in the Territorial Agreement, are not modified by this Addendum. In executing this Addendum, its terms shall be interpreted in light of the Territorial Agreement, including, but not limited to, the definitions, principles, and procedures set forth therein.

6. Since this Addendum is subject to the approval of the Commission, the Parties agree to undertake all actions reasonably necessary to obtain said approval. In addition, each Party has the right to initiate temporary service, as defined by RSMo. Section 394.315, at its own expense, until the Commission approves or disapproves the Addendum.

² Cooperative already has services lines adjacent to the structure. The Company would need to build in excess of 0.5 miles of overhead system to provide service to Customer, which would not be in the public interest. It is more cost effective for the Customer for Cooperative to extend service to the structure than for the Company to do so.

7. THIS ADDENDUM SHALL BE DEEMED APPROVED BY THE COMMISSION STAFF OR THE OFFICE OF THE PUBLIC COUNSEL IF SAID PARTIES DO NOT SUBMIT A PLEADING OBJECTING TO THE ADDENDUM WITHIN FORTY-FIVE (45) DAYS OF THE FILING THEREOF.

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

9. This Addendum may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

(remainder of page intentionally left blank -- signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Addendum this 24th day of
October, 2023.


UNION ELECTRIC COMPANY d/b/a AMEREN
MISSOURI

By: _____

Title: _____

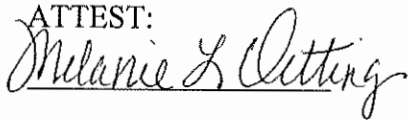
ATTEST:

CONSOLIDATED ELECTRIC COOPERATIVE

By:  _____

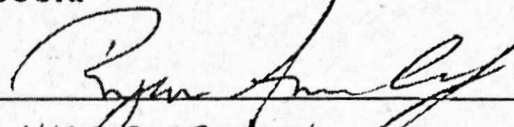
Title: General Manager _____

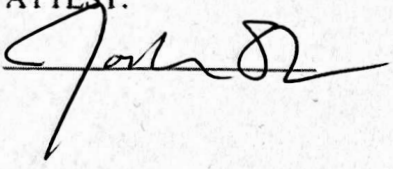
ATTEST:



IN WITNESS WHEREOF, the parties have executed this Addendum this 18th day of October, 2023.

UNION ELECTRIC COMPANY d/b/a AMEREN
MISSOURI

By: 
Title: Vice President

ATTEST:


CONSOLIDATED ELECTRIC COOPERATIVE

By: _____
Title: _____

ATTEST:

EXHIBIT "A"

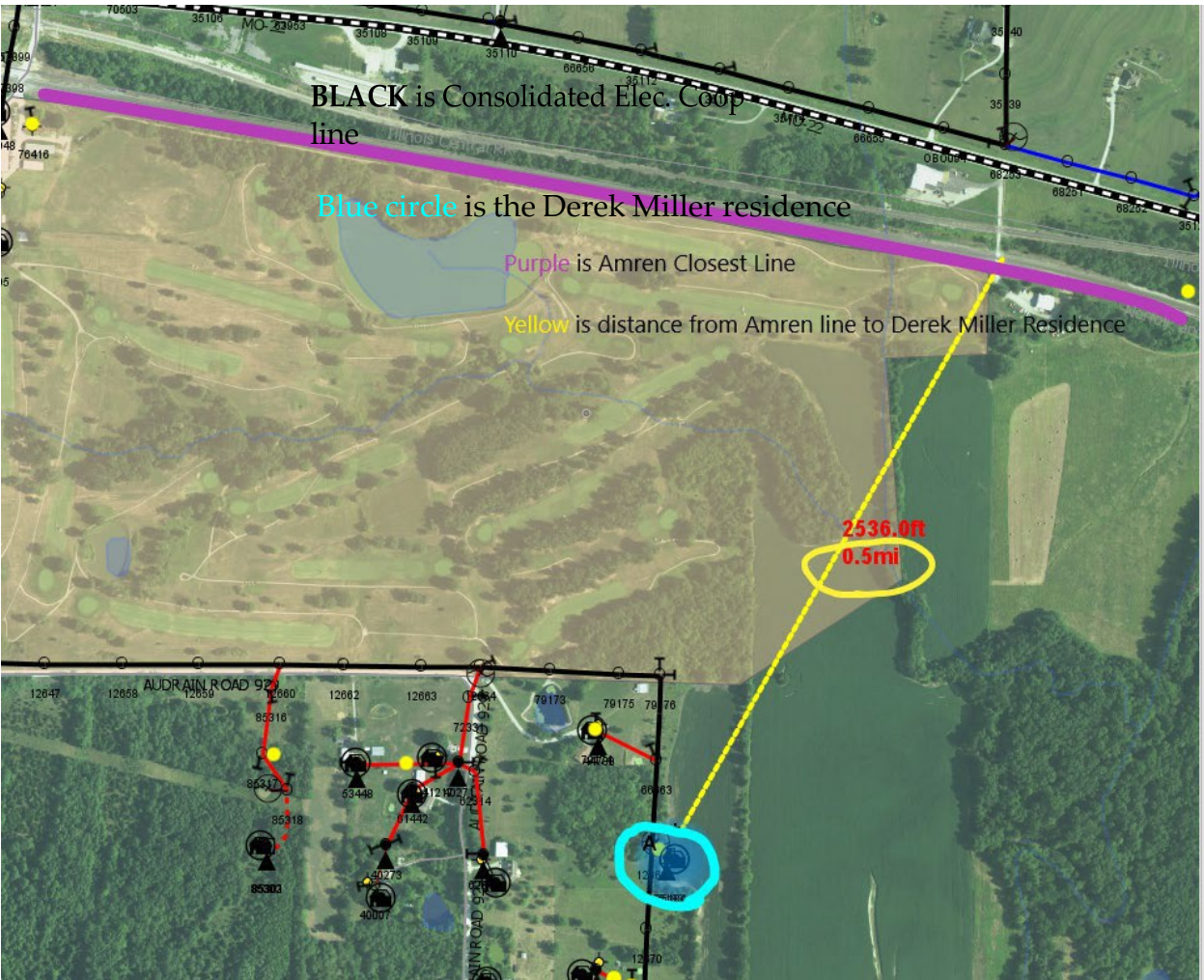


EXHIBIT "B"

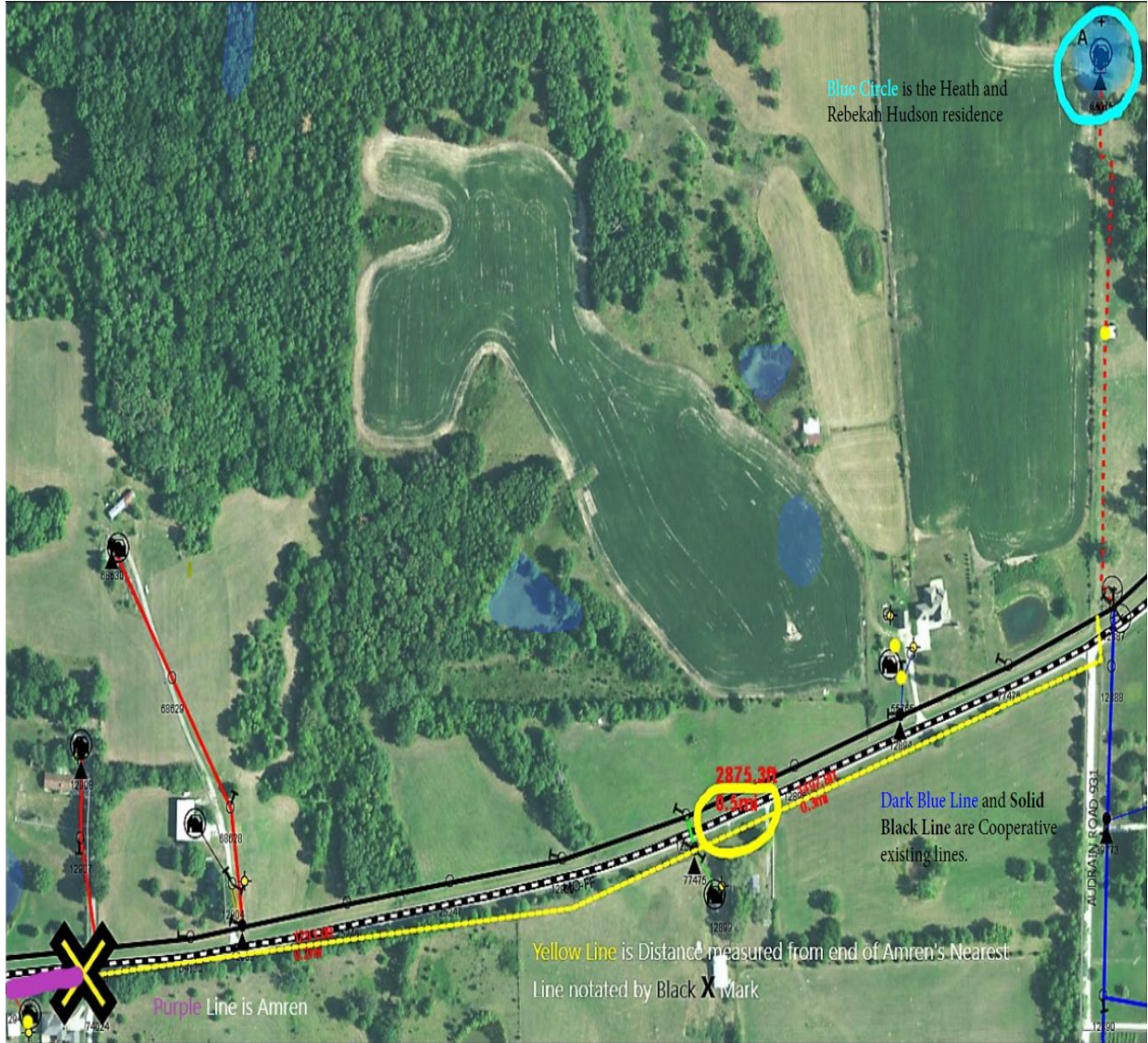


EXHIBIT "C"

A tract of land in the North part of the Northwest Quarter of Section 28, Township 51 North, Range 9 West, Audrain County, Missouri, described as follows:
Beginning at the North Quarter corner of 28-51-9; thence with the North line of 28-51-9, West, 947.5 feet to the Northwest corner of Audrain County Survey #3145, said point being the Point of Beginning; thence with the West line of said survey, South, 1349 feet to the Southwest corner of said survey in the center of the county road; thence with the center of the county road, West to the Southeast corner of a tract of land described by a Warranty Deed recorded as Document 2021DR002245; thence with the East line of said tract, Northerly, 503 feet, more or less, to the Northeast corner of said tract; thence with a fence line, Westerly, 136.7 feet to the Northeast corner of Audrain County Survey #5029; thence Northerly to the Southeast corner of a tract of land described by a Warranty Deed recorded in Book 260 at Page 369; thence with the East line of said tract, Northerly, 369.5 feet to the North line of 28-51-9 and the Northeast corner of said tract; thence with the section line, Easterly to the Point of Beginning,

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF
RECORD, IF ANY.

EXHIBIT "D"

A tract of land located in the West Half of the West Half of the Southwest Quarter of Section 29, Township 51 North, Range 9 West, of the Fifth Principal Meridian, Audrain County, Missouri, being a part of the lands described by the Deed recorded as Document No. 2018DR000683, of the Records of Audrain County, Missouri, and being more particularly described as follows.

Commencing at the South Quarter Corner of said Section 29, Township S1 N01th, Range 9 West, per the Survey Recorded in Book 235, page 887, and in Book 246, page 21, and in Book L, page 230, located in the middle of Audrain County Road 931;

Thence along the west line of said East Half of Section 29, N1°04'30"E a distance of 454 feet, more or less, to the intersection of said West line of said East Half of Section 29 and the northwest line of Audrain County Road FF, near a fence corner, and the Point of Beginning.

Thence continuing along the West line of said East Half of Section 29, N1°04'30"E a distance of 1813 feet to a point located S1°04'30"W a distance of 3308.75 feet from a 1/2" pipe, and being S1°04'30"W a distance of 3341.75 feet from the North Quarter Corner of said Section 29, both as shown by the Survey recorded in Book M page 4;

Thence S88°56'E a distance of 593.80 feet;

Thence S1°18'W a distance of 957.60 feet;

Thence S46°30'40"W & distance of 205.40 feet;

Thence S2°11'30"W a distance of 394.35 feet to a Point of Curvature of Audrain County Road FF;

Thence along the north line of Audrain County Road FF, along a curve to the right with a radius of 1432.39 feet, an arc length of 684.17 feet, with a chord of S55°58'00"W a distance of 677.70 feet to the Point of Beginning and containing 20.5 acres, more or less.

The above description is based on minimal field measurements and not on a complete boundary survey. Bearings are based on Grid North of the Missouri State Plane Coordinate System based on GPS observations using the MODOT RTK Network.

Jonathan Cole, PLS #2010000243

Appendix 3

Appendix 3

AFFIDAVIT OF UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

STATE OF MISSOURI

ST. LOUIS COUNTY

On this 18 day of October, 2023, I, Ryan Arnold, Vice President of Union Electric Company d/b/a Ameren Missouri, being duly sworn upon my oath, state that I have read the foregoing document Joint Application by Union Electric Company d/b/a Ameren Missouri and Consolidated Electric Cooperative, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of said Company. Said Company has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.



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



Notary Public


Appendix 4

Appendix 4

AFFIDAVIT OF CONSOLIDATED ELECTRIC COOPERATIVE

STATE OF MISSOURI)
) ss.
COUNTY OF AUDRAIN)

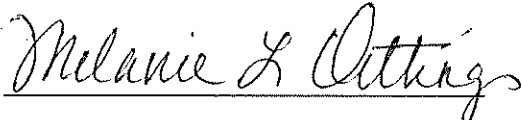
On this 24th day of October, 2023, I, Lynn Thompson, General Manager of Consolidated Electric Cooperative, being duly sworn upon my oath, state that I have read the foregoing Joint Application and Addendum between Union Electric Company d/b/a Ameren Missouri and Consolidated Electric Cooperative, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Consolidated Electric Cooperative. Said Consolidated Electric Cooperative has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10) regarding any substantive issue likely to be in this case during the preceding 150 days.



Lynn Thompson

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

MELANIE L. OETTING
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI, AUDRAIN COUNTY
MY COMM. EXPIRES 12-4-25
#13805009



Notary Public

Appendix 5

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

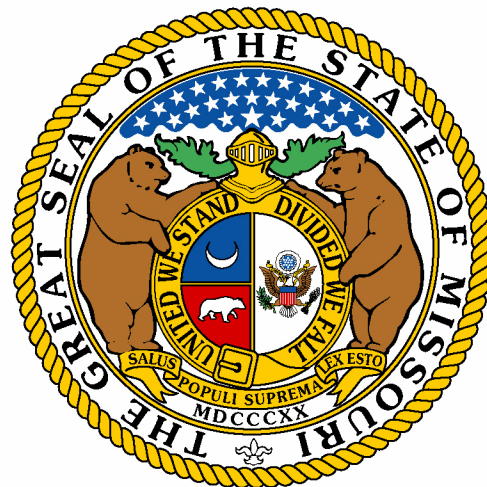
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

UNION ELECTRIC COMPANY
00040441

was created 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 hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of June, 2023.


Secretary of State



Certification Number: CERT-06132023-0068

Appendix 6

Appendix 6

ARTICLES OF CONVERSION

BE IT KNOWN that the following Articles of Conversion are hereby executed pursuant to the provisions of Rural Electric Cooperative Act and pursuant to Section 16 thereof, Pages 298-307 of the Laws of Missouri for 1939, now Section 5402, Article 7, Chapter 33, Revised Statutes of Missouri, 1939, as amended, and known and cited as the aforesaid Rural Electric Cooperative Act, and said Articles of Conversion state and provide as follows:

I

The name of the present and now existing corporation, prior to its proposed conversion under said Rural Electric Cooperative Act, is Consolidated Electric Cooperative.

II

The address of the principal office of the present and existing corporation is 217 West Jackson Street in the City of Mexico, Missouri, and the address of said corporation when converted, as aforesaid, will be ~~217 West Jackson Street in the City~~ of Mexico, Missouri.

III

The Articles of Incorporation of the present and now existing corporation were filed in the office of the Secretary of State of Missouri on June 18, 1938.

IV

The present and now existing corporation was organized under Article 29, Chapter 87, Sections 12,748 to 12,766, inclusive, Revised Statutes of Missouri, 1929, now Article 28, Chapter 102, Sections 14,406 to 14,424, inclusive, Revised Statutes of Missouri, 1939.

V

The name of the corporation when converted under and pursuant to said Rural Electric Cooperative Act will be Consolidated Electric Cooperative.

VI

The present and now existing corporation elects to become a cooperative non-profit membership corporation under and subject to the aforesaid Rural Electric Cooperative Act, Article 7, Chapter 33, Revised Statutes of Missouri, 1939, as amended.

VII

The manner and basis of converting either memberships, share or shares of stock in the present and now existing corporation into memberships in said corporation after completion of its conversion will be and is as follows: Each member or holder of a share or shares of stock in said present and existing corporation will receive in exchange therefor and will have issued to him, her or it, on surrender of his, her or its certificate of membership of share or shares of stock in said present and existing corporation one membership in the converted corporation after completion of the conversion.

VIII

To do and perform any and all acts, matters and things deemed necessary or advisable for the conduct of the business and affairs of such corporation and not inconsistent with any of the provisions of the said Rural Electric Cooperative Act.

IX

The names and addresses of the directors are as follows: C. M. Fox, Mexico, Missouri; V. R. Branham, Centralia, Missouri; Frank P. Wilfley, Laddonia, Missouri; Orma E. Mackey, Centralia, Missouri; Leo Hoer, Laddonia, Missouri; M. H. Sudsberry, Madison, Missouri, and Harlan H. Gray, Paris, Missouri.

The foregoing persons shall constitute the board of directors of the converted corporation and shall hold office until the next following annual meeting of the members or until their successors shall have been elected and qualified.

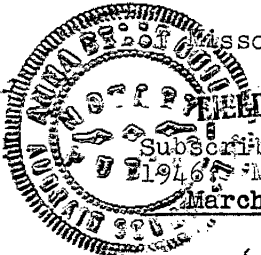
10 IN WITNESS WHEREOF, these Articles of Conversion have

State of Missouri)

County of Audrain)

C. M. FOX being first duly sworn, states that he is President of Consolidated Electric Cooperative, a corporation, and that the proposition for the conversion of such corporation into a cooperative corporation subject to the Rural Electric Cooperative Act, as provided for under Article 7, Chapter 33, Revised Statutes of Missouri, 1939, was duly and legally presented at a special meeting of the board of directors of said corporation duly called and held at the place of business of said corporation, and that said proposition to convert said corporation, as aforesaid, was duly and legally adopted; and affiant further states that the foregoing and attached Articles of Conversion were presented to said board of directors at said meeting and said Articles of Conversion were duly approved and adopted by said board of directors; and affiant further states that said proposition for said conversion of said corporation into a cooperative corporation subject to said Rural Electric Cooperative Act was duly and legally presented at a special meeting of the members and shareholders of said corporation duly and legally called and held pursuant to legal notice thereof, and that said proposition to so convert said corporation was duly and legally adopted and carried by a majority vote of said members and shareholders at said meeting; and affiant further states that the foregoing and attached Articles of Conversion were duly and legally presented to the members and shareholders of said corporation at said meeting and that said Articles of Conversion were duly approved and adopted by a majority vote by said members and shareholders of said corporation as and for the Articles of Conversion of said corporation; and affiant further states that the provisions of Section 5402, Revised Statutes of Missouri, 1939, as amended, have been fully complied with.

10



FILED and CERTIFICATE
ISSUED

Subscribed and sworn to before me this 5th day of September, 1946. My commission as notary public expires the 5th day of March SEP 6, 1946 47.

C. M. FOX

Miriam Beece
Secretary of State

Anna Belle Guile
Anna Belle Guile, notary public

STATE OF MISSOURI
CONVERSION
CERTIFICATE OF ~~AMENDMENT~~



To All to Whom These Presents Shall Come:

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

CONSOLIDATED ELECTRIC COOPERATIVE

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of State its ~~articles~~ ^{articles} ~~affidavit of~~ conversion into a cooperative, non-profit, membership corporation pursuant to the Rural Electric Cooperative Act, Mo. Rev. Statutes 1939, Secs. 5386 et seq.

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

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

(SEAL)

Jefferson, this 6th day of September, A. D. 1946

Secretary of State.

Chief Clerk.

AMENDED ARTICLES OF CONVERSION

BE IT KNOWN that the following amended Articles of Conversion are hereby executed pursuant to the provisions of the Rural Electric Cooperative Act and pursuant to Section 394.090 of Chapter 394 of the Laws of Missouri, and said amended Articles of Conversion herein state and provide as follows:

I

The name of the present and now existing corporation, prior to its proposed conversion under said Rural Electric Cooperative Act, is Consolidated Electric Cooperative.

II

The address of the principal office of the present and existing corporation is one mile east of the city limits of Mexico, Missouri, and on U.S. Highway 54, in Audrain County.

III

The Articles of Incorporation of the present and now existing corporation were filed in the office of the Secretary of State of Missouri on June 18, 1938.

IV

The present and now existing corporation was organized under Article 29, Chapter 87, Sections 12,748 to 12,766, inclusive, Revised Statutes of Missouri, 1929, now Article 28, Chapter 102, Sections 14,406 to 14,424, inclusive, Revised Statutes of Missouri, 1939.

V

The name of the corporation when converted under and pursuant to said Rural Electric Cooperative Act will be Consolidated Electric Cooperative.

VI

The present and now existing corporation elects to become a cooperative non-profit membership corporation under and subject to the aforesaid Rural Electric Cooperative Act, Article 7, Chapter 33, Revised Statutes of Missouri, 1939, as amended.

VII

The manner and basis of converting either memberships, share or shares of stock in the present and now existing corporation into memberships in said corporation after completion of its conversion will be and is as follows: Each member or holder of a share or shares of stock in said present and existing corporation will receive in exchange therefor and will have issued to him, her or it, on surrender of his, her or its certificate of membership of share or shares of stock in said present and existing corporation one membership in the converted corporation after completion of the conversion.

VIII

To do and perform any and all acts, matters and things deemed necessary or advisable for the conduct of the business and affairs of such corporation and not inconsistent with any of the provisions of the said Rural Electric Cooperative Act.

IX

Revenues of a cooperative for any fiscal year in excess of the amount thereof necessary to defray operating costs and expenses properly chargeable against the furnishing of electric energy, at the moment of receipt by the cooperative, are received with the understanding that they are furnished by the patrons as capital. The cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any patron shall have the same status as though they had been

paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the cooperative corresponding amounts for capital. Capital credited to the account of each patron shall be assignable only on the books of the cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the cooperative subject to the approval of record by the Board of Directors.

In the event of dissolution or liquidation of the cooperative, after all outstanding indebtedness of the cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part; provided, however, no such capital shall be retired in violation of any agreement, note or deed of trust made by the cooperative or in violation of any law. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the cooperative being first retired.

Notwithstanding any other provision of these bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the cooperative will not be impaired thereby.

The patrons of the cooperative, by dealing with the cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and bylaws shall constitute and be a contract between the cooperative and each patron, and both the cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions.

X

The names and addresses of the present directors are as follows: Frank P. Wilfley, Laddonia, Missouri; Orma E. Mackey, Centralia, Missouri; Leo R. Hoer, Laddonia, Missouri; Carroll Keithley, Curryville, Missouri; Tom Callis, Paris, Missouri; Otis Lemasters, Wellsville, Missouri; and Otis Freeman, Paris, Missouri.

The foregoing persons constitute the present board of directors of the converted corporation and shall hold office until their respective terms expire as provided by the bylaws, or until their successors shall have been elected and qualified.

IN WITNESS WHEREOF, these amended Articles of Conversion have been executed, signed and acknowledged in duplicate on behalf of such corporation by its President and its corporate seal affixed thereto and attested by its Secretary, this September

1960.



CONSOLIDATED ELECTRIC COOPERATIVE

by

Leo R. Hoer
President

Attest:

Orma E. Mackey
Secretary

STATE OF MISSOURI }
COUNTY OF AUDRAIN } ss.

On this 2nd day of September, 1960, before me appears Leo R. Hoer, to me personally known, who, being by me duly sworn, did say that he is the President of the Consolidated Electric Cooperative and that the seal affixed to the foregoing instrument

was filed and sealed in behalf of said corporation by authority of its stockholders and board of directors, and said Leo R. Hoer acknowledged said instrument to be the free act and deed of said corporation.

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

Melba Gibbons
Notary Public

My commission expires the 12 day of April, 1961.

FILED AND CERTIFICATE
ISSUED

SEP 14 1960

Corporation Dept.

Robert W. Crawford
SECRETARY OF STATE

STATE OF MISSOURI)
COUNTY OF AUDRAIN) ss.

AFFIDAVIT

LEO R. HOER being first duly sworn states that the provisions of Section 394.090 of Chapter 394 of the Revised Statutes of Missouri for 1949, were duly complied with in amending the attached amended Articles of Con- version.

Leo R. Hoer
President
Consolidated Electric Cooperative

Subscribed and sworn to before me this 2nd day of September, 1960.

Melba Gibbons
Notary Public

My commission expires April 12, 1961.

STATE OF MISSOURI
CERTIFICATE OF AMENDMENT



To All to Whom These Presents Shall Come:

ROBERT W. CRAWFORD
I, ~~WALTER H. FORERMAN~~ Secretary of State of the State of Missouri, and Keeper of the

Great Seal thereof, do hereby certify that.....

CONSOLIDATED ELECTRIC COOPERATIVE

.....
a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of
State its Certificate of Amendment **amending the Articles of Conversion: creation**
of Patron Capital Credit (Art. IX)

.....
as provided by Law, and has in all respects complied with the requirements of law governing the
Amendment of the Articles of Conversion.

IN WITNESS WHEREOF, I hereunto set my hand and affix
the Great Seal of the State of Missouri. Done at the City of Jeffer-
son, this **14th** day of **September**, A.D. 19 **60**

(SEAL)

Robert W. Crawford
Secretary of State.

Eula H. Huss
Chief Clerk.

Appendix 7

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

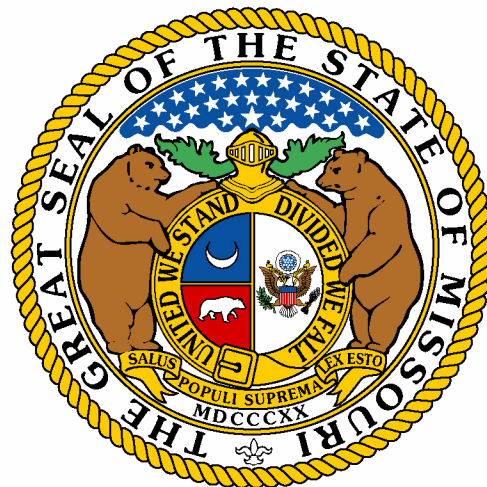
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

CONSOLIDATED ELECTRIC COOPERATIVE
Q00061569B

was created under the laws of this State on the 20th day of June, 1938, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 31st day of March, 2023.

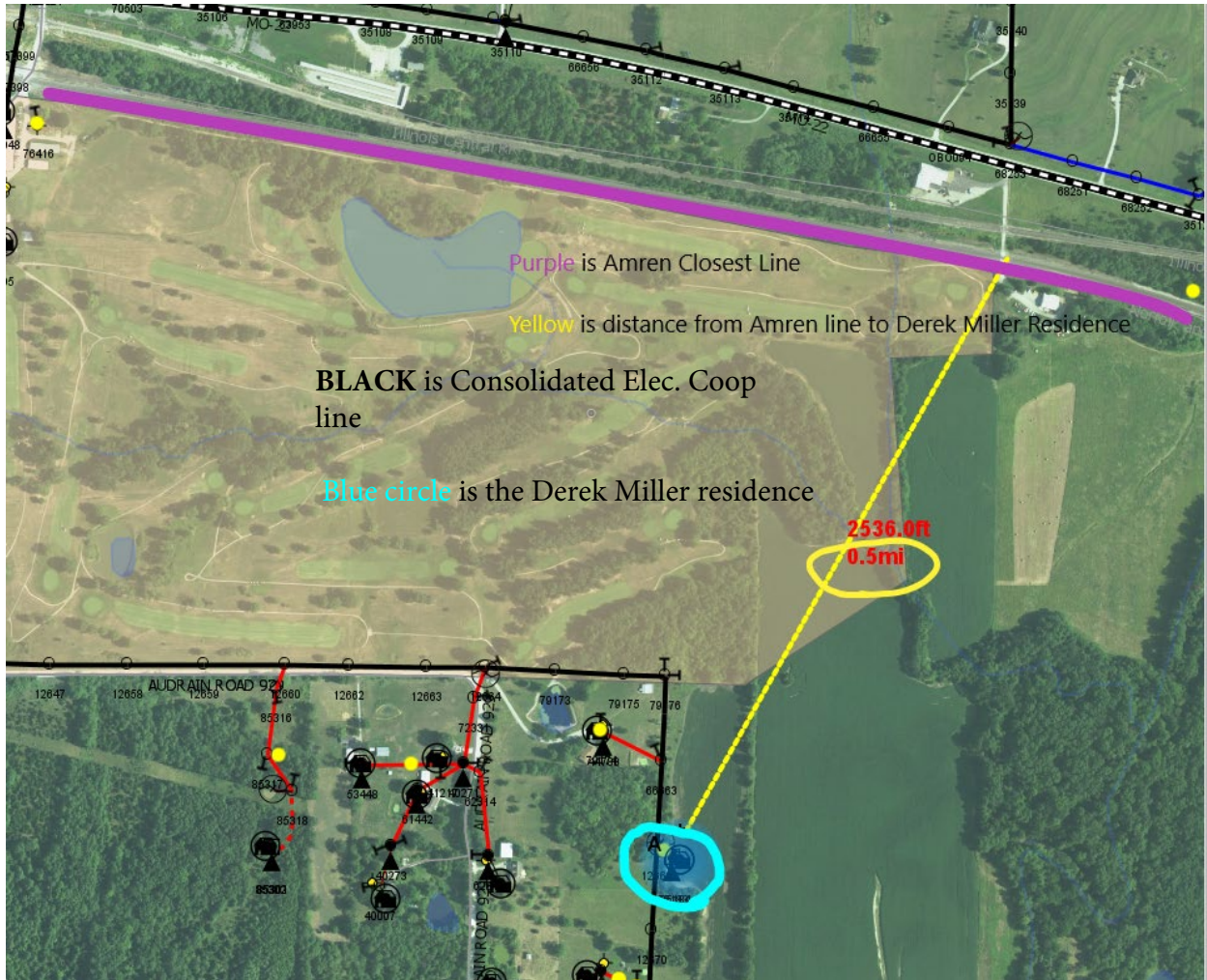

Secretary of State



Certification Number: CERT-03312023-0110

Appendix 8

Appendix 8



Appendix 9

Appendix 9

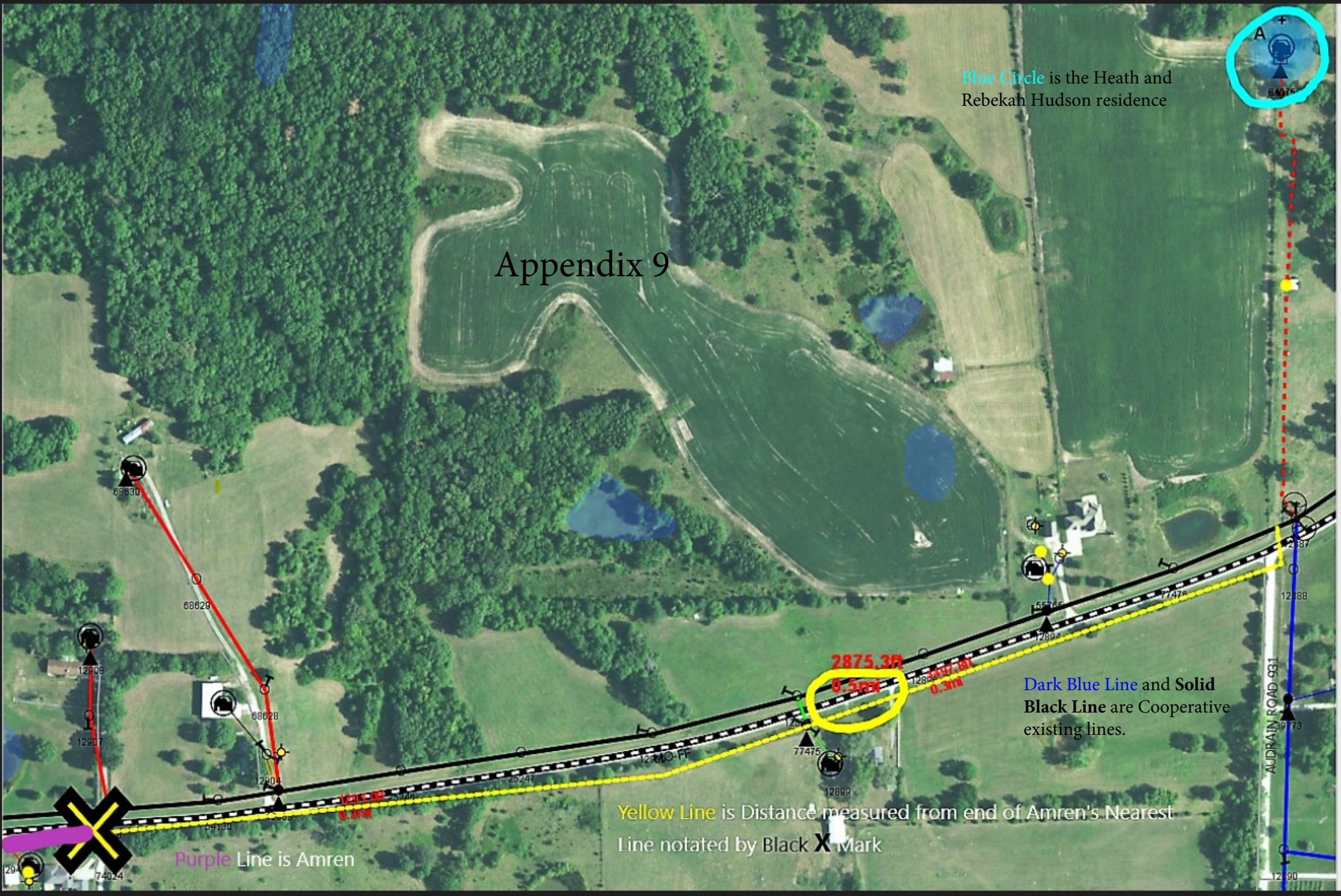
Blue Circle is the Heath and Rebekah Hudson residence



Dark Blue Line and Solid Black Line are Cooperative existing lines.

Yellow Line is Distance measured from end of Amren's Nearest Line notated by Black X Mark

Purple Line is Amren



Appendix 10

MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 5

CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 5

APPLYING TO MISSOURI SERVICE AREA

MISSOURI SERVICE AREAS (Cont'd.)

AUDRAIN COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
50 North	7 West	6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
50 North	8 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 22, 23, 24
50 North	9 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36, <u>Δ31</u>
50 North	10 West	1, 2, 7, 18, 19, 30, <u>Δ31</u>
50 North	11 West	25, <u>Δ12</u> , <u>13</u> , <u>24</u> , <u>36</u>
51 North	5 West	5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32
51 North	6 West	1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36
51 North	7 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 30, 31
51 North	8 West	1, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
*51 North	9 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, <u>Δ28</u> , <u>29</u> , 30, 31, 32, 33, 34, 35, 36
51 North	10 West	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 35, 36
51 North	11 West	12, 13, 24
52 North	5 West	3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 29, 30, 31, 32
52 North	6 West	1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
52 North	7 West	22, 23, 24, 25, 26, 27, 32, 33, 34, 35, 36
52 North	11 West	9, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 28, 33, 34, 35, <u>Δ29</u> , <u>32</u>
52 North	12 West	32, 33, <u>Δ29</u> , <u>30</u> , <u>31</u>

*ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Audrain County is limited by the terms of the Territorial Agreements between Company and Boone Electric Cooperative approved in Case No. EO-99-267 and Callaway Electric Cooperative approved in Case No. EO-2002-458 (as indicated by single underline), and Consolidated Electric Cooperative as amended in the First Amendment to the Territorial Agreement approved in Case No. EO-XXXX-XXXX (as indicated by dashed underline).

* Indicates Change.

DATE OF ISSUE XXXXXXXXXX XX, 2023 DATE EFFECTIVE XXXXXXXXXX XX, 2023

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

Appendix 11

Appendix 11

Affidavit of

Derek miller

Name(s)

I/We, Derek miller, being first duly sworn and on our oath, state:

1. My/Our name(s) is/are Derek & Kyleigh Miller.

My/our structure at which we wish to receive electric service is located at

11370 ACR 929, Mexico, Missouri.

2. I/We have requested Consolidated Electric Cooperative ("Cooperative") to provide electric service to my/our structure located 11370 ACR 929, MEXICO, Missouri. I/We understand that Union Electric Company d/b/a Ameren Missouri ("Company") is unable to provide electric service without additional cost because of the distance involved. I/We understand that Cooperative has facilities that are on my/our property and can serve my/our property with less additional cost. I/We also understand that Cooperative can provide electric service to the structure by way of a Territorial Agreement between Company and Cooperative, requiring consent of all parties and subject to approval by the Missouri Public Service Commission.

3. I/We desire and consent to have Cooperative provide electric service to my/our structure located at 11370 ACR 929, MEXICO, Missouri. I/We also understand that both Company and Cooperative consent to this service agreement and have agreed to prepare a Territorial Agreement allowing my/our structure to be served by Cooperative.

4. I/We desire and request that the Missouri Public Service Commission approve the Territorial Agreement as soon as possible.

State of Missouri)
Audrain County)

Dha Pull

Subscribed and sworn to before me this 1st day of December, 2022.

MELANIE L. OETTING
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI, AUDRAIN COUNTY
MY COMM. EXPIRES 12-4-25
#13805009

Melanie L Oetting
Notary Public

Appendix 12

Appendix 12

Affidavit of Heath & Rebekah Hudson

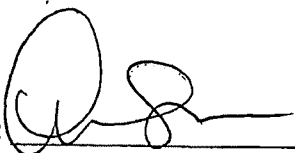
We, Heath & Rebekah Hudson, being first duly sworn and on our oath, state:

1. Our name(s) are Heath & Rebekah Hudson Our structure at which we wish to receive electric service is located at 19570 Highway FF, Mexico, Missouri.

2. We have requested Consolidated Electric Cooperative ("Cooperative") to provide electric service to our structure located at 19570 Highway FF, Mexico, Missouri. We understand that Union Electric Company d/b/a Ameren Missouri ("Company") is unable to provide electric service without additional cost because of the distance involved. We understand that Cooperative has facilities that are on our property and can serve our property with less additional cost. We also understand that Cooperative can provide electric service to the structure by way of a Territorial Agreement between Company and Cooperative, requiring consent of all parties and subject to approval by the Missouri Public Service Commission.

3. We desire and consent to have Cooperative provide electric service to our structure located at 19570 Highway FF, Mexico, Missouri. We also understand that both Company and Cooperative consent to this service agreement and have agreed to prepare a Territorial Agreement allowing our structure to be served by Cooperative.

4. We desire and request that the Missouri Public Service Commission approve the Territorial Agreement as soon as possible.

Signature:  _____

Date: 12/13/22

Signature: Heath Hudson

Date: 12/13/22