

EXHIBIT C

See Attached (4) Page(s)

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is made pursuant to the General Business and Corporation Law of the State of Missouri, between KMB Utility Corporation ("KMB") and Cedar Hill Estates Water Company, Inc., a Missouri corporation ("Cedar Hill").

RECITALS

WHEREAS, the parties desire that Cedar Hill be merged into and with KMB in accordance with the terms and conditions herein contained; and

WHEREAS, Cedar Hill, the merged corporation, is a wholly owned subsidiary of KMB, the surviving corporation.

NOW, THEREFORE, in consideration of the premises and the representations, and agreements herein contained, the parties hereto agree as follows:

1. Cedar Hill shall be merged into and with KMB (the "Merger"). KMB shall be the surviving corporation of the Merger (KMB is sometimes hereafter referred to as the "Surviving Corporation") and shall continue to exist and be governed by the laws of the State of Missouri. The Merger shall be consummated pursuant to the terms of this Agreement and the Articles of Merger (substantially in the form attached hereto as Exhibit A), all of which shall have been approved and adopted by the Board of Directors and shareholders of KMB, and the Board of Directors and shareholders of Cedar Hill. The separate corporate existence of Cedar Hill shall terminate upon the issuance of the Certificate of Merger by the Secretary of State of the State of Missouri ("Secretary of State") and, as of that date, all the assets of Cedar Hill, including, but not limited to, the property, rights, privileges, patents, trademarks, licenses, registrations, and the good will of the business symbolized thereby, shall vest in Cedar Hill and all the liabilities of Cedar Hill shall be the liabilities of KMB. At any time from and after the Closing, the last acting officers of Cedar Hill shall, in the name of Cedar Hill, execute and deliver all assignments and other instruments and take such further action as KMB deems necessary in order to carry out the intent and purpose of this Agreement.

2. KMB had its Articles of Incorporation filed in the office of the Secretary of State of Missouri on March 13, 1990. It has an authorized capital stock consisting of thirty thousand (30,000) shares of common stock of One Dollar (\$1.00) each par value. Thirty Thousand (30,000) shares of common stock are now issued and outstanding.

3. Cedar Hill had its Articles of Incorporation filed in the office of the Secretary of State of Missouri on June 17, 1997. It has an authorized capital stock of fifteen thousand (15,000) shares of common stock of Ten Dollar (\$10.00) each par value. Seven Thousand and Sixty-Three (7,063) shares of common stock are now issued and outstanding.

4. The manner of converting the outstanding shares of the capital stock of each of KMB and Cedar Hill into the shares of other securities of the Surviving Corporation shall be as follows:

(a) Each share of common stock of KMB which shall be issued and outstanding on the effective date of this Agreement shall remain issued and outstanding.

(b) Each share of common stock of Cedar Hill which shall be issued and outstanding on the effective date of this Agreement, and all rights in respect thereof, shall forthwith be cancelled. There are no dissenting shareholders of Cedar Hill.

5. The terms and conditions of the merger are as follows:

(a) The Merger shall be effective upon issuance of a Certificate of Merger by the Secretary of State of the State of Missouri ("Secretary of State") in accordance with The General and Business Corporation Law of Missouri.

(b) The Articles of Incorporation of KMB, as in effect on the effective date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation. The Bylaws of KMB as they shall exist on the effective date of this Agreement shall be and remain the Bylaws of the Surviving Corporation until they are altered, amended, or repealed as therein provided.

(c) The directors and officers of KMB shall continue in office as the directors and officers of the Surviving Corporation until the next annual meeting of stockholders and until their successors shall have been elected and have qualified.

(d) The Merger shall be contingent upon the approval of the Missouri Public Service Commission.

(e) All costs incurred in carrying out the merger shall be borne by the Surviving Corporation.

(f) Cedar Hill and KMB shall file all necessary documents with the Internal Revenue Service as may be required by the Internal Revenue Code of 1986, as amended.

6. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be amended, or terminated and abandoned by the Board of Directors of KMB or Cedar Hill at any time prior to the date of filing the Agreement with the Secretary of State of Missouri.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and Shareholders have caused this Agreement to be executed by the President and attested by the Secretary of each of them as the respective act, deed, and agreement of that corporation on the 6th day of Dec., 2002.

(SEAL)

KMB Utility Corporation

By: Ann Rudy
Ann Rudy

ATTEST:

By: Ann Rudy
Ann Rudy, Secretary

(SEAL)

Cedar Hill Estates Water Company, Inc.

By: Ann Rudy
Ann Rudy, President

ATTEST:

By: Ann Rudy
Ann Rudy, Secretary

