

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application)	
of Union Electric Company d/b/a AmerenUE)	
and Cuivre River Electric Cooperative)	
for Approval of a Written Territorial Agreement)	
Designating the Boundaries of each Electric)	Case No.
Service Supplier within Portions of Lincoln)	
And Warren Counties in Missouri.)	

JOINT APPLICATION

COMES NOW, Union Electric Company d/b/a AmerenUE ("Company") and Cuivre River Electric Cooperative ("Cooperative"), hereinafter referred to collectively as "Applicants," and for their Joint Application to the Missouri Public Service Commission ("Commission"), for an order (i) approving Applicants' second territorial agreement pursuant to RSMo. Section 394.312 2000, and (ii) approving a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. pursuant to 4 CSR 240-14.010(2) and Union Electric Company Rule and Regulation Unregulated Competition Waiver, Sheet No. 202-203, state as follows:

Attention: Pursuant to RSMo. Section 394.312 2000, this Joint Application for a territorial agreement must be ruled upon by the Commission within 120 days of the filing of this Joint Application.

I. GENERAL

1. **The Applicants** - Company 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 Lincoln and Warren Counties. Company is regulated by the Commission and is generally prohibited from competing for new electric customers by offering services for less than required by its tariff.

Cooperative is a corporation organized and existing under the laws of Missouri and has its principal office at 1112 E. Cherry Street, Troy, Missouri 63379-0160. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within portions of Missouri, including Lincoln and Warren Counties. As a rural electric cooperative, Cooperative is not regulated by the commission as to its rates, charges or terms and conditions of service.

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

For Company

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314-554-4014 (fax)

Mr. Robert Schmidt
District Manager
Union Electric Company
200 Callahan Road
Wentzville, MO 63385

For Cooperative

Mr. Victor S. Scott
Andereck, Evans, Milne, Peace
& Johnson LLC.
700 E. Capitol Ave.
P.O. Box 1436
Jefferson City, MO 65102-1436

573-634-3422
573-634-7822 (fax)

Mr. Dan L. Brown
General Manager/CEO
Cuivre River Electric Cooperative
1112 E. Cherry Street
P.O. Box 160
Troy, MO 63379-0160

3. Articles of Incorporation. - Certified copies 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). A certified copy of Company's registration of the fictitious name, AmerenUE, with the Secretary of State is also on file with the Commission (see Commission Case No. EO-99-267). Certified copies of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-99-475). Said documents are incorporated herein by reference and made a part hereof for all purposes. There is already on file with the Commission a certified copy of Cooperative's Articles of Incorporation (see Commission Case No. EO-93-166) and said documents are incorporated by reference and made a part hereof for all purposes.

11. **THE TERRITORIAL AGREEMENT**

4. **The Second Territorial Agreement** - On October 30, 1992, the Applicants entered into a written territorial agreement designating the boundaries of each Applicant's exclusive service area for new structures in St. Charles County (hereinafter the "First Territorial Agreement"). The First Territorial Agreement was approved by the Commission in Case No. EO-93-166 by Report and Order on March 5, 1993. Now, subject to the terms and conditions of an agreement between Company and Cooperative (hereinafter the "Second Territorial Agreement"), Applicants have specifically designated the boundaries of each Applicant's exclusive service area for new structures in Lincoln and Warren Counties. Applicants have attached a copy of the Second Territorial Agreement to this Application as Exhibit A, which is incorporated by reference into this Joint Application and made a part hereof for all purposes. The Applicants have also agreed to a few exceptions to the exclusive service areas established by

the Second Territorial Agreement. These exceptions are described in Article 7 and Exhibit 5 of the Second Territorial Agreement.

Metes and bounds descriptions of the Applicants' exclusive service areas and maps depicting those service areas are part of Exhibit A and are incorporated by reference into this Joint Application and made part hereof for all purposes.

The Second Territorial Agreement only establishes exclusive service areas for the Applicants in Lincoln and Warren Counties; it does not restrict, in any way, the operation of any other electric service provider or require transfer of any facilities or customers between the Applicants. Further, the Second Territorial Agreement does not amend, modify, alter, or change in any way the First Territorial Agreement.

The case-by-case addendum term in the Second Territorial Agreement is identical to the language approved in Case No. EO-95-400.

Like the First Territorial Agreement, the Second Territorial Agreement contains a competition area, which is located adjacent to the so-called Highway T corridor contained in the First Territorial Agreement (hereinafter the "Competition Area"). A metes and bounds description of the Competition Area and map depicting said area are part of Exhibit A and are incorporated by reference into this Joint Application and made part hereof for all purposes.

Notwithstanding the foregoing, the Second Territorial Agreement has no impact on those portions of Lincoln and Warren Counties outside the Applicant's exclusive service areas and the Competition Area.

5. **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 is incorporated herein by reference and made a part hereof for all purposes.

6. **Authority to Serve in Proposed Areas -** Company has a certificate of public convenience and necessity for the entire area it proposes to serve. Therefore, Company is not requesting any additions, deletions or changes to said certificate. The Cooperative has statutory authority in the areas it proposes to serve.

7. **Illustrative Tariffs -** While Company has a certificate of convenience and necessity for the entire area it proposes to serve, illustrative tariffs pursuant to 4 CSR 240-2.060(10)(G), are attached hereto as Exhibit C, which is made part hereof for all purposes. The illustrative tariffs include a note that reflects Company's right and obligation to serve customers in certain land sections is limited by the terms of the Second Territorial Agreement.

8. **Other Electric Suppliers -** No other electrical corporation or electric cooperative is supplying retail electric energy within the area that is subject to the Second Territorial Agreement. There are no municipal electric supply systems operated within the area covered by the Second Territorial Agreement.

9. **Second Territorial Agreement Is in the Public Interest --** The Second Territorial Agreement is in the public interest because it establishes exclusive service areas for new structures for the Applicants in Lincoln and Warren Counties. The establishment of exclusive service areas will allow the Applicants to more accurately plan for future growth and

fully utilize their investments. The Second Territorial Agreement will remove incentives to duplicate of electric service facilities, guarding economic efficiencies and benefiting the public safety and aesthetics.

Because the Second Territorial Agreement only establishes exclusive service areas for the Applicants, it does not restrict in any way the operation of any other electric service providers. Because the Second Territorial Agreement does not require the transfer of any facilities or customers between the Applicants, no existing customers are impacted. Further, this Agreement will also allow future customers to know with certainty the supplier of their electric service.

The Second Territorial Agreement also resolves a dispute between the Applicants with respect to Wright City, Moscow Mills, and St. Paul, municipalities whose populations according to the 2000 decennial census are in excess of 1500. The Second Territorial Agreement avoids the needs for the Commission to hear and decide whether the Cooperative has the right to serve new structures in these municipalities as the "predominate supplier" at the time the decennial census declared the city in excess of 1500 population pursuant to RSMo. Section 394.080.5 2000.

III. THE WAIVER

10. **The Competition Area** - The Second Territorial Agreement like the First Territorial Agreement contains an area, the Competition Area, where the Applicants were unable to assign in the context of the two agreements. Attached hereto as Exhibit D, which is made part hereof for all purposes, is a drawing showing the location of the Competition Area in relation to

the "Highway T corridor" from the First Territorial Agreement. During the course of negotiations for the First Territorial Agreement, each party assumed that the Highway T corridor was part of what would eventually be its service territory. In negotiating the Second Territorial Agreement the parties were unable to partition the Highway T corridor and the adjacent sections that make up the Competition Area. Neither party at this time is willing to make concessions in the Competition Area, but both parties wishing to avoid future disputes with respect to the census. Therefore, the Applicants are in agreement that the Cooperative should be able to continue to serve in the Competition Area in the event the population in a future decennial census exceeds 1500. In order to retain parity with respect to the Highway T corridor, Applicants, particularly Company, request that the Commission grant Company the authority to make offers and waive charges to potential customers in accordance with the procedure described below, notwithstanding the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et [seq.](#) [to](#) the contrary. Cooperative fully supports Company's request.

11. **The Waiver Procedure** - Like the blanket waiver granted to the Company with respect to the Highway T corridor in Case No. EO-93-166, the Company requests that the Competition Area waiver is to any charge for any service to any new structure located in the Competition Area, including wiring, conduit, appliances or equipment. The Company proposes to employ the following procedure:

A. Company may make offers without prior Commission approval that waive charges for new service to any new structure located in the Competition Area. Such offers shall constitute a waiver of the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. Company shall not be required to make offers and Company

shall make an offer if and only if it believes the investment, considering all relevant factors, is justified.

B. If the offer is rejected, no further action is required.

C. If the offer is accepted, the Company shall issue a report to the Commission Staff within two (2) weeks of its acceptance containing a description of the offer, the location and short description of the new structure to be served, the overall cost to serve the customer, the cost associated with the charges being waived, the annual revenue, and any other evidence that the Company will receive a benefit by providing service to the new structure and such service will benefit its existing customers.

D. The recovery of the cost of extending service to the new structure wherein an offer was made shall only be allowed upon a finding by the Commission based upon evidence submitted by Company that it will receive a benefit by providing service to the new structure and that such service will benefit its existing customers.

E. In the event the Commission rejects an offer, Company shall within five (5) years of the date of said rejection have the ability to petition the Commission to reconsider its determination by presenting the Commission with new or updated evidence that Company has received a benefit by providing service to the new structure or that such service has benefited its existing customers.

12. **The Commission has Good Cause for Granting the Requested Waiver** - The Second Agreement presents a unique situation in that it allocates service rights over a portion of the service areas of two electric service providers with complicated electric

distribution systems. Like the negotiation leading up to the first Territorial Agreement, the Applicants were unable to allocate the Competition Area. Therefore, the Applicants desire to reach the same compromise for the Competition, Area that was approved by the Commission for the Highway T corridor in Case No. EO-93-166 - granting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. The Commission has good cause to grant the requested waiver. The potential for future territorial agreements between the Applicants remains high and the Competition Area and the Highway T corridor is highly likely to be a beginning point for any future territorial agreements. The Company desires to maintain an equal competitive position during any subsequent period of negotiation and the waiver will help in accomplishing this goal. The waiver is limited to the Competition Area and is similar to the waiver granted for the Highway T corridor in Case No. EO-93-166. The condition of this service is not "the same or substantially similar" to any other service in the state. The authority to waive charges in the Competition Area will not result in unjust discrimination among Company ratepayers. The waiver request procedure to be employed contains an assurance that any offers made will benefit the Company and its existing customers. The costs arising from the offers made will only be recovered from ratepayers only after the Commission finds if the offers benefit existing customers.

IV. Miscellaneous

13. **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, Company requires a finding of the Commission that the Territorial Agreement will not impair Company's certificates of public convenience and necessity, except as specifically limited by the Agreement.

14. **Judgments, Actions and Fees.** Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which judgments or decisions have occurred within three (3) 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 that are overdue to this Commission.

Cooperative also has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which judgments or decisions have occurred within three (3) years of the date of this Joint Application. Further, Cooperative has no actions in state and federal agencies and courts involving customer service or rates. Cooperative has no annual report or assessment fees that are overdue to this Commission.

15. **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 Second Territorial Agreement;

(b) authorizing Applicants to perform in accordance with the terms and conditions of the Second Territorial Agreement, Exhibit A to the Joint Application;

(c) finding that the Second Territorial Agreement shall not impair Company's certificates of convenience and necessity, except as specifically limited by said agreement;

(d) approving Company's change to its tariffs as illustrated in Exhibit C,

(e) authorizing Company to make offers as described in Section 11 of the Joint Application to potential customers in the Competition Area, which is described in Article 5 of the Second Territorial Agreement, the same constituting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq;

(f) permitting the Company to make offers as Section 11 of the joint Application without prior Commission approval provided, however, that recovery of the cost of extending service to a new structure wherein an offer was made shall only be allowed upon a finding by the Commission based upon evidence submitted by Company that it will receive a benefit by providing service to the new structure and that such service will benefit its existing customers;

(g) requiring, if an offer is accepted, that the Company shall issue a report to the Commission Staff within two (2) weeks of its acceptance containing a description of the offer, the location and short description of the new structure to be served, the overall cost to serve the customer, the cost associated with the charges being waived, the annual revenue, and any other

evidence that the Company will receive a benefit by providing service to the new structure and such service will benefit its existing customers;

(h) **granting, in the event the Commission rejects** an offer and within five (5) years of the date of said **rejection, the Company the ability to petition the Commission to reconsider its** determination by **presenting the Commission with new** or updated **evidence that Company has received a benefit by providing service to the new structure or that such service has benefited** its existing customers.

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EXHIBIT A

Territorial Agreement between Union Electric Company and
Cuivre River Electric Cooperative

SECOND TERRITORIAL AGREEMENT

Between

UNION ELECTRIC COMPANY

d/b/a AMERENUE

and

CUIVRE RIVER ELECTRIC COOPERATIVE, INC.

SECOND TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the c2,3rI day of _____ 2002, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and CUIVRE RIVER ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including all or portions of Lincoln and Warren Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including all or portions of Lincoln and Warren Counties;
- C. The Missouri Legislature by RSMo Section 394.312 2000, has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. On October 30, 1992, Company and Cooperative entered into a written territorial agreement designating the boundaries of each Applicant's exclusive service area for new structures in St. Charles County (the "First Territorial Agreement") and said agreement was approved by the Missouri Public Service Commission ("Commission") in Case No. EO-93-166 by Report and Order on March 5, 1993.
- E. Now, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Lincoln and Warren Counties, and to minimize disputes which may result in higher costs in serving the public; and
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer Service Equipment and offer improved level of service to their Customers.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 Agreement shall mean this document including any appendices or exhibits hereto.
- 1.2 Customer shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service has been requested.
- 1.3 Effective Date of this Agreement shall be the effective date of the order issued by the Commission pursuant to RSMo. Section 394.312, approving this Agreement.
- 1.4 **Electric Power Provider** shall mean any other electrical corporation, municipally owned utilities and/or rural electric cooperative.
- 1.5 **Existing Structure** shall mean any Structure that receives electric energy from either party prior to or on the Effective Date of this Agreement. "Existing Structure" shall also mean (i) any replacement of an Existing Structure, provided said Structure is totally removed and then replaced by a Structure that is: (1) located at the same location on the property where the previous Structure was located and (2) used for the same purpose of

the Structure it is replacing, and (ii) any maintenance, repair, remodeling, or partial replacement of an Existing Structure.

- 1.6 New **Outbuilding** shall mean, if the Existing Structure's Purpose is residential, a New Structure that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's Purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.
- 1.7 New Structure shall mean (i) any Structure that did not receive electric energy from either party prior to or on the effective date of this Agreement and (ii) the replacement of an Existing Structure with a Structure that does not satisfy the definition of Existing Structure set forth herein.
- 1.8 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.
- 1.9 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body and industry-recognized guidelines and professional standards.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

- 2.1 Pursuant to RSMo Section 394.312, this Agreement designates the boundaries of the electric service area of Company and Cooperative. In this Agreement, Cooperative

agrees not to furnish electric service to New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of the Company. Likewise, Company agrees not to furnish electric service to New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Cooperative. Because RSMo Sections 394.312 permits electric suppliers to displace competition only by a written agreement, any Electric Power Providers that are not signatories to this Agreement are in no way effected by the terms of this Agreement, including but not limited to the *exclusive service* area boundaries set forth herein.

- 2.2 After the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly, indirectly, through a parent, affiliate, or subsidiary of Company or Cooperative, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.
- 2.3 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.4 The parties recognize and agree that this Agreement places limits on the party's abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement (i.e., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either party to furnish electric energy to Structures located in the Exclusive Service Area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose Exclusive Service Area the

Structures are located. Further in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement and the parties shall cooperate in obtaining approval of the modified agreement by participating in the joint application requesting Commission approval, if required.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COMPANY

The Exclusive Service Area of Company, as between the parties under this Agreement shall be those portions of Lincoln County (Exhibit IA) and Warren County (Exhibit 1B), as described by metes and bounds in Exhibit 2 and as illustrated by the lines shown on the above referenced figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. In cases of conflict between maps in Exhibits IA or 1B and the written legal descriptions by metes and bounds in Exhibit 2, the legal written descriptions shall prevail. The Company may serve within municipalities that are located in the Company's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

The Exclusive Service Area of Cooperative, as between the parties under this Agreement shall be those portions of Lincoln County (Exhibit IA) and Warren County (Exhibit 1B), as described by metes and bounds in Exhibit 3 and as illustrated by the lines shown on the above referenced figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. In cases of conflict between maps in Exhibits IA or 1B and the written legal descriptions by metes and bounds in Exhibit 3, the legal written descriptions shall prevail. The Cooperative may serve within municipalities that are located in the Cooperative's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 5.
COMPETITION AREA

Company and Cooperative reserve for purposes of a future territorial agreement a portion of Warren County, more specifically described by metes and bounds in Exhibit 4 (hereinafter the "Competition Area"), which is incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. Both parties shall have the right to serve new structures in the Competition Area as they would have under the principles of law of the State of Missouri provided, Cooperative shall also have the right to provide electric service to new structures in portion of the Competition area whose population exceeds 1500 persons. Company shall have the right to apply to the Commission for a waiver of any charge for any service, including wiring, piping, appliances, or equipment, required by its tariffs on file with the Commission or by the Commission's Utility Promotional Practice Rule, 4 CSR 240-14.010 [et seq. to](#) New Structures located within the Competition Area. In the Application for the approval of this Territorial Agreement , the Cooperative shall support Company to obtain this waiver by requesting in the Joint Application that the Commission grant Company a waiver of the Commission's Utility Promotional Practice Rule, 4 CSR 240-14.010 et.seq. Further, the Cooperative hereby waives any right it may have to file a complaint either with the Commission or a court of competent jurisdiction alleging the Company's violation of the Utility Promotional Practices Rule with the Competition Area.

ARTICLE 6
NON-EXCLUSIVE SERVICE TERRITORY

This Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 2 and 3, respectively. The Agreement also defines the Competition Area described in Exhibit 4. The Territorial Agreement has no impact on those portions of Lincoln and Warren Counties outside the areas described in Exhibits 2,3, and 4.

ARTICLE 7

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. Company and Cooperative are presently supplying electric service or have under contract to supply electric service to certain subdivisions, trailer parks, and developments that are to be located in the other party's Exclusive Service Area under this Agreement. These subdivisions, trailer parks, and developments are listed in Exhibit 5 and either (i) depicted in Figures 5A through 5P to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim, or (ii) cross referenced for identification purposes to the appropriate county official record of said subdivision, trailer park, or development. On the Effective Date of this Agreement, the party designated in Exhibit 5 shall have the exclusive right to serve any New Structures located in the subdivisions, trailer parks, and developments listed in Exhibit 5. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

ARTICLE 8

LOCATION OF A STRUCTURE

- 8.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.
- 8.2 The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described in Articles 3 and 4, defining the Exclusive Service Areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that party's Exclusive Service Area. Thereafter, that party shall exclusively serve that Structure.
- 8.3 A party may provide electric service to a New Outbuilding located in the Exclusive Service Area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's customer's Structure is located and the

New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. New Outbuildings for these customers shall be served by the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 10.

ARTICLE 9

RIGHT TO CONSTRUCT FACILITIES

This Agreement shall in no way affect either party's right to construct such electric generation, distribution and transmission facilities within the designated Exclusive Service Area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

ARTICLE 10

CASE-BY-CASE EXCEPTION PROCEDURE

- 10.1 The parties may agree on a case-by-case basis by an Addendum hereto to allow a Structure to receive service from one party though the Structure is located in the Exclusive Service Area of the other party.
- 10.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.
- 10.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 10.4 Each Addendum shall be accompanied by a statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated

electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

- 10.5 If the Commission Staff or Office of the 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 the Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 10.6 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

ARTICLE 11

TERM AND CONDITIONS OF PERFORMANCE

- 11.1 **Effective Date.** The Effective Date of this Agreement shall be the date the order issued by the Commission pursuant to Section 394.312, RSMo. approving this Agreement becomes effective.
- 11.2 **Term of Agreement.** The term of this Agreement shall be perpetual unless terminated by the parties in accordance with Article 12, Termination.
- 11.3 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than December 31, 2002 unless such condition is waived, extended or modified by agreement in writing signed by an officer of each party hereto:

- A. Approval of this Territorial Agreement by the Commission, including but not limited to the following: (i) an order approving this Agreement, (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement, and (iii) an order authorizing Company to make offers without prior Commission approval to potential customers in the Competition Area, the same constituting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq.
 - B. All required approvals of both the Company's and Cooperative's Board of Directors, if required;
 - C. Approval by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required;
 - D. Approval by the Securities and Exchange Commission to the extent of its jurisdiction, if required.
- 11.4 This Agreement shall be submitted to the Board of Directors of both Company and Cooperative for approval. Once approved each party's board of directors, each board member and officer of Company and Cooperative agree to support the approval of this Agreement as being in the public interest. To this end, each party will cooperate in presenting a joint application showing that this Agreement is in the public interest. Further, no board member or officer of Company or Cooperative shall support any effort undertaken by others to oppose this Agreement.
- 11.5 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 Commission for seeking of administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

ARTICLE 12.

TERMINATION

- 12.1 Termination Events. This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.
- 12.2 Effective Date of Termination. The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both Company and Cooperative of their decision to terminate this Agreement.
- 12.3 Effect of Termination. If the transactions contemplated by this Agreement are terminated as provided herein each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE 13.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respect if given in writing and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

For Company

Mr. Robert Schmidt
District Manager
Union Electric Company
200 Callahan Road
Wentzville, MO 63385

For Cooperative

Mr. Dan L. Brown
General Manager/CEO
Cuivre River Electric Cooperative
1112 E. Cherry Street, P.O. Box 160
Troy, MO 63379-0160

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or

fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 14

ASSIGNMENT

- 14.1 This Agreement shall be binding on the successors and assigns of both Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission.
- 14.2 Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

ARTICLE 15

MISCELLANEOUS

- 15.1 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of retail electricity and shall in no way affect either party's right to offer other products and services, including but not limited to wholesale electricity, natural gas service, propane service, fiber optic communication service, satellite television service, metering services, and other communication services, to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit in any way a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers. The

Second Territorial Agreement does not amend, modify, alter, or change in any way the First Territorial Agreement.


- 15.2 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.
- 15.3 **Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose unless specifically set forth in writing and signed by the both party and approved by the Commission.
- 15.4 **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 15.5 **Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010 shall be split between the parties. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.
- 15.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 15.7 **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement or the same obligation on any other occasion.

- 15.8 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 15.9 **Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.11 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.
- 15.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the allocation of service rights in the territories described herein. If the Commission 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.

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

UNION ELECTRIC COMPANY

d/b/a AmerenUE

By: 

Name: William J. Carr

Title: Vice President

ATTEST:

By: 
Assistant Secretary

CUIVRE RIVER ELECTRIC COOPERATIVE, INC.

By: Dan L. Brown

Name: DAN L. BROWN

Title: Gen Mgr / CEO

Attest:
By: Ray Schell

Title: Asst. Secy

Exhibit I
Figures Depicting the Exclusive Service Territories
of
Union Electric Company and
Cuivre River Electric Cooperative, Inc.

County	Figure Number
Lincoln	Figure 1A Tax Map 1 Tax Map 2
Warren	Figure 113

Exhibit 2

Metes and Bounds Description of the
Exclusive Service Territory of
Union Electric Company

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
WARREN COUNTY, MISSOURI
AmerenUE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 14, TO THE NORTHEAST CORNER OF SAID SECTION 14, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 14, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 13, SAID POINT ALSO BEING ON THE CENTERLINE OF WESTWOODS ROAD; THENCE EAST ALONG THE CENTERLINE OF SAID WESTWOODS ROAD, A DISTANCE OF 1.5 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH, LEAVING THE CENTERLINE OF SAID WESTWOODS ROAD, ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 17 AND 8, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 8 AND 9, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE EAST LINE OF SAID SECTION 9; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 9 AND 16, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 16, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID

SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE NORTH LINE OF SECTIONS 22, 23, AND 24, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 24, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST HALF OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE AND THE EAST LINE OF THE WEST HALF OF SAID SECTION 22, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF PERUQUE CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID PERUQUE CREEK, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID PERUQUE CREEK, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 21, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21, TO THE WEST LINE OF SAID SECTION 21, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 20, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 20, TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 20, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 20; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 20, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE H; THENCE EASTERLY AND SOUTHERLY ALONG THE

CENTERLINE OF MISSOURI ROUTE H, A DISTANCE OF 1.6 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE M; THENCE WESTERLY, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE H, ALONG THE CENTERLINE OF SAID MISSOURI ROUTE M, A DISTANCE OF 1.8 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 2 WEST, SAID POINT ALSO BEING THE EAST LINE OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE M, ALONG THE EAST LINE OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 26 AND 27, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 27, TO THE EAST LINE OF SAID SECTION 27, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 26, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 27, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 27, TO 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 AND 22, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF INTERSTATE HIGHWAY 70; THENCE WEST ALONG THE SOUTH LINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.25 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 22; THENCE NORTH, LEAVING THE SOUTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 22 AND 15, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 15, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 14, TOWNSHIP 47 NORTH, RANGE 2

WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 14, TO THE NORTHWEST CORNER OF SAID SECTION 14 AND 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.

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
LINCOLN COUNTY, MISSOURI
AmerenUE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 AND 32, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 28, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 27, 22, 15, AND 10, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE CUIVRE RIVER; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 9 MILES, MORE OR LESS, TO THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 559, PAGE 336, LINCOLN COUNTY, RECORDS; THENCE LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE NORTHEASTERLY EXTENSION AND THE SOUTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 559, PAGE 336, THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTHWESTERLY, A DISTANCE OF 2,400 FEET, MORE OR LESS, TO A POINT; THENCE NORTHWESTERLY, A DISTANCE OF 332 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, A DISTANCE OF 1,824.02 FEET, TO THE MOST NORTHERLY CORNER OF U.S. SURVEY 389; THENCE CONTINUING SOUTHWESTERLY, LEAVING THE SOUTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 559, PAGE 336, LINCOLN COUNTY RECORDS, ALONG THE NORTHWESTERLY LINE OF SAID U.S. SURVEY 389, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE SOUTHERLY ALONG THE CENTERLINE OF U.S. HIGHWAY 61, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BIG CREEK; THENCE WESTERLY, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE CENTERLINE OF

SAID BIG CREEK, A DISTANCE OF 2.3 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 1 EAST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 30 AND 19, TOWNSHIP 48 NORTH, RANGE 1 EAST, TO THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13 AND 12, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 2, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SECTION 11, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 11 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 14; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 14 AND 15, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 15 AND 10, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 10, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3, 4, AND 5, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31 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.

Exhibit 3

Metes and Bounds Description of the
Exclusive Service Territory of
Cuivre River Electric Cooperative

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT

WARREN COUNTY, MISSOURI

CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 1, TO THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 6, 5, 4, 3, 2, AND 1, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, AND 13, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 13, 14, AND 15, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF INTERSTATE HIGHWAY 70; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE NORTH, LEAVING THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 15, TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 15 AND 10, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 10, SAID POINT ALSO

BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 9 AND 8, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 8; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 8 AND 17, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WESTWOODS ROAD; THENCE WEST ALONG THE CENTERLINE OF SAID WESTWOODS ROAD, A DISTANCE OF 1.5 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 1 WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE WEST, LEAVING THE CENTERLINE OF SAID WESTWOODS ROAD, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 13, TO THE WEST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13, 12 AND 1, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 1 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, TO THE NORTHEAST CORNER OF SAID SECTION 11; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, TO THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE M; THENCE EASTERLY ALONG THE CENTERLINE OF SAID MISSOURI ROUTE M, A DISTANCE OF 1.8 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE H; THENCE NORTHERLY AND EASTERLY, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE M, ALONG THE CENTERLINE OF SAID MISSOURI ROUTE H, A DISTANCE OF 1.6 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 20, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID

SECTION 20, TO THE SOUTH LINE OF SAID SECTION 20, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 29, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 29, TO THE NORTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 21, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF PERUQUE CREEK; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE CENTERLINE OF SAID PERUQUE CREEK, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH, LEAVING THE CENTERLINE OF SAID PERUQUE CREEK, ALONG THE WEST LINE OF THE EAST HALF AND THE NORTHERLY EXTENSION THEREOF OF SAID SECTION 22, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 23, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 23, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STRINGTOWN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID STRINGTOWN ROAD, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID STRINGTOWN ROAD, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 26, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26; THENCE

EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26, TO THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 AND 35, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2, 11, AND 14, TOWNSHIP 46 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 14, 15, 16, 17, AND 18, TOWNSHIP 46 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 13 AND 14, TOWNSHIP 46 NORTH, RANGE 2 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 14 AND 11, TOWNSHIP 46 NORTH, RANGE 2 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 11 AND 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.

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT

LINCOLN COUNTY, MISSOURI

CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, AND 6, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 8, 9, AND 10, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 10 AND 15, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 15 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 14 AND 11, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 24, 25, AND 36, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 30, 19, AND 18, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE CUIVRE RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 3.5 MILES, MORE OR LESS, TO THE EAST LINE OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE EAST LINE OF SECTIONS 9, 16, 21, AND 28, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 28; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 28, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 29 AND 30, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4, 3, 2, AND 1, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, 25, AND 36, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 1 EAST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, AND 25, TOWNSHIP 48 NORTH, RANGE 1 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BIG CREEK; THENCE WESTERLY ALONG THE CENTERLINE OF SAID BIG CREEK, A DISTANCE 4.2 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE NORTHERLY, LEAVING THE CENTERLINE OF SAID BIG CREEK, ALONG THE CENTERLINE OF SAID U.S. HIGHWAY 61, A DISTANCE OF 5 MILES, MORE OR LESS, TO THE NORTHWESTERLY LINE OF U.S. SURVEY 389; THENCE NORTHEASTERLY, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE NORTHWESTERLY LINE OF SAID U.S. SURVEY 389, TO THE MOST NORTHERLY CORNER OF SAID U.S. SURVEY 389,

SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 950, PAGE 48, LINCOLN COUNTY RECORDS; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48, A DISTANCE OF 1,824.02 FEET, TO THE MOST NORTHERLY CORNER OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48, A DISTANCE OF 332 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 866, PAGE 263, LINCOLN COUNTY RECORDS; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF OF SAID TRACT DESCRIBED IN BOOK 866, PAGE 263, A DISTANCE OF 2,400 FEET, MORE OR LESS, TO THE CENTERLINE OF THE CUIVRE RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE NORTH LINE OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE EAST, LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE NORTH LINE OF SECTIONS 19 AND 20, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, AND 4, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHWEST CORNER OF SAID SECTION 4 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.

Exhibit 4

Metes and Bounds Description of the
Competition Area

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
WARREN COUNTY, MISSOURI
COMPETITION AREA

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, TO THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 26, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 26; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 26, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 26, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STRINGTOWN ROAD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID STRINGTOWN ROAD, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID STRINGTOWN ROAD, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 23, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 23; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 23, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 1.75 MILES, MORE OR LESS, TO THE EAST LINE OF SECTION 24, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE EAST LINE OF SECTIONS 24, 25, AND 36, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE

SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF SAID SECTION 1 AND 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.

Exhibit 5

Union Electric Company/Cuivre River Electric Cooperative Subdivision, Trailer Park and Development List

A. Subdivisions, Trailer Parks and Developments served by Union Electric Company in the
Cuivre River Electric Cooperative's Exclusive Service Territory

Lincoln County

Name	Location	Figure Number/ Book & Page Reference
Herbig Homestead	T48N, R2E Section 29	Figure 5A
Kemper Farms	T48N, RIW Sections 9, 16	Figure 513
Prairie Meadows-Fred Shuman	T48N, R I W Section 6	Figure 5C
Rock Springs Plat I Phase II	T48N, R1 W Section 34	Figure 51)
Rosewood Estates	T49N, R1E Section 20	Figure 5E
Winchester Place	T48N, R1E Section 9	Figure 5F
Fawn Lake East	T48N, R2W Section 36	Figure 5G

Warren County

Name	Location	Figure Number/ Book & Page Reference
Fawn Lake Airpark	T48N, R2W Sections 1,2	Book 10, pp. 55-56
Fruit Farm Subdivision	T47N, RIW Section 29	Figure 5H
Glenbrook	T47N, R I W Sections 22, 23, 27	Plat Cabinet B, Slide B - 175/176

B. Subdivisions, Trailer Parks and Developments served by Cuivre River Electric
Cooperative in Union Electric Company's Exclusive Service Territory

Lincoln County

Name	Location	Figure Number/ Book & Page Reference
Springcreek Farms Majestic Acres		No Plat Recorded - Figure 51 No Plat Recorded - Figure 51
Addison Point		Recorded Office on 09/04/1991 in Book 12 page 46
Bennington Estates		Recorded Office on 01/31/2000 in Book 13 page 31
Big Creek Estates - Plat One		Recorded Office on 11/04/1991 in Book 12, Page 48
	Plat Two	Recorded Office on 05/30/1995 in Book 12, page 92
	Plat Three	Recorded Office on 11/01/1998 in Plat Book 11, Page 195
Executive Estates		Recorded Office on 08/27/1996 in Book 11, Page 162
Heritage Hill		Recorded Office on 04/25/1988 in Book 12, Page 12
White Oak Estates		Recorded <i>Office</i> on 09/24/1976 in Book 10, page 9
Moscow Meadows - Plat One		Recorded Office on 6/17/1985 in Book 11, Page 2
Pear Tree Acres		Recorded Office on 01/20/2000 in Book 13, page 29
Summer Haven		Recorded Office on 10/10/2001 in Book 13, page 76

Tara Valley	Recorded Office on 06/06/1995 in Book 12, page 93
Wedgewood Estates	Recorded Office on 03/26/1984 in Book 10, page 45
Westwood Estates	Recorded Office on 12/30/1997 in Book 11, page 178A
TBCB Industrial Park	Recorded Office on 12/30/1997 in Book 11 page 178
Weston Estates	Recorded Office on 10/16/1986 in Book 11, page 117
Westmeier	Recorded Office on 05/22/2001 in Book 13, page 65
Carrington Estates	Recorded Office on 3/20/1988 in Book 11, Page 38
Carrington Estates South	Recorded Office on 7/27/2001 in Book 13, Page 72
Brittany Place -Plat One-Stage One	Recorded on 2/24/1986 in Book 11, Page 9A
Plat one-Stage Two	Recorded Office on 4/04/2000 in Book 13, Page 37
Plat One-Stage Three	Recorded Office on 06/14/1985 in Book 11, Page 1
Plat one-Stage Four	Recorded Office on 6/14/1985 in Book 11, Page 1
Plat One-Stage Six	Recorded Office on 07/30/1987 in Book 11, Page 34
Plat Two-Stage Six	Recorded Office on 3/4/1999 in Book 13, Page 6
Plat Two-Stage Seven	Recorded Office on 5/15/1989 in Book 12, Page 34A

Plat Two-Stage Ten

Recorded Office on
9/25/1987 in Book 11, Page 36

Plat Two-Stage Eleven

Recorded Office on
9/08/1992 in Book 12, Page 36

Warren County

Name	Location	Figure Number/ Book & Page Reference
Pleasant Oak Trailer Park		No Plat Recorded - Figure 5K
Country Meadows		No Plat Recorded -Figure 5L
Pine Forest	-- plat one	No Plat Recorded - Figure 5M
	-- plat two	No Plat Recorded - Figure 5N
Beaver Lake		No Plat Recorded - Figure 5O
Northridge Townhomes		No Plat Recorded - Figure 5P
North Oak Estates		Recorded Office on 04/25/1979 in Plat Cabinet A, Slide A-199
Aapplebee Park		Recorded Office on 03/28/1990 in Plat Cabinet B, Slide B-174
Pine Crest Estates		Recorded Office on 07/15/1987 in Plat Cabinet B, Slide B-125
Huntington Acres - plat one		Recorded Office on 06/25/1997 in Plat Cabinet B, Slide B-321-322
	- plat two	Recorded Office on 08/07/1998 in Plat Cabinet B, Slide B-355-356
Indian Lake Estates		Recorded Office on 05/13/1994 in Plat Cabinet B, Slide B-239-240
Greenfield Estates plat one		Recorded Office on 01/06/1986 in
	Plat two	Plat Cabinet B, Slide B-83.
Greenfield Estates plat three		Recorded Office on 04/03/1986 in
	- plat four	Plat Cabinet B, Slide B-96

Bubbling Brook - plat one

Recorded Office on 06/18/1999 in
Plat Cabinet B, Slide B-389-390

-- plat two

Recorded Office on 06/18/1999 in
Plat Cabinet B, Slide B-391-392

-- plat three

Recorded Office on 06/29/1999 in
Plat Cabinet B, Slide B-395-396

EXHIBIT B

Cuivre River Electric Cooperative Board of Directors' Resolution


I, Glenn Ridder, do hereby certify that: I am the secretary of Cuivre River Electric Cooperative (hereinafter called the "Cooperative"), **the following is a true and correct** copy of a resolution duly adopted by the Board of Directors of the Cooperative at the regular meeting held on February 28, 2002, and entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative, and said resolution has not been rescinded or modified.

RESOLVED, that the proposed Territorial Agreement between Cuivre River Electric Cooperative and Ameren Corporation (Union Electric Company), substantially in the form presented to this meeting, be and the same are hereby approved; and

BE IT FURTHER RESOLVED, that the President, General Manager/CEO, and Attorney are authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include making such changes to the Territorial Agreement and Application to the Public Service Commission as may be needed for the approval of said application and so as to comply with any Order issued by the Public Service Commission.

BE IT FURTHER RESOLVED, that the Officers, General Manager/CEO, staff, and general counsel are hereby authorized to take such actions and execute such documents as are in their judgment necessary or appropriate to carry out the intent of this resolution including but not limited to filing an application with the Missouri Public Service Commission for approval of agreement between the Cooperative and Ameren Corporation (Union Electric Company).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 28th day of February, 2002.


Secretary

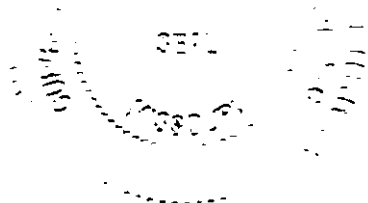


EXHIBIT C

Union Electric Company Illustrative Tariffs

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 4th Revised SHEET NO. 26CANCELLING SCHEDULE NO. 5 3rd Revised SHEET NO. 26APPLYING TO MISSOURI SERVICE AREA

LEWIS COUNTY (Cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
61 North	9 West	<u>4, 5, 8, 9, Δ1, 2, 3, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32</u>
62 North	6 West	<u>25, 26, 35, 36, Δ21, 22, 23, 24, 27, 28, 33, 34</u>
62 North	7 West	<u>Δ28, 29, 30, 31, 32, 33</u>
62 North	8 West	<u>Δ25, 36</u>
62 North	9 West	<u>Δ19, 20, 28, 29, 30, 31, 32, 33, 34, 35</u>

*LINCOLN COUNTY

All of LINCOLN COUNTY in its entirety provided, however, that in the underscored sections/U. S. Surveys listed below, Company's right and obligation to serve in LINCOLN COUNTY is limited by the terms of the Second Territorial Agreement between Company and Cuivre River Electric Cooperative approved in Case No. ____-____-____.

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

Δ In the underscored Sections/U. S. Surveys above, Company's right and obligation to serve in Lewis County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO-2000-630.

*Indicates Change.

P.S.C. Mo. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Charles W. Mueller Chairman & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 3rd Revised SHEET NO. 26.1CANCELLING SCHEDULE NO. 5 2nd Revised SHEET NO. 26.1APPLYING TO MISSOURI SERVICE AREA

*LINN COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
57 North	18 West	6, 7
57 North	19 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34
57 North	20 West	1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 35, 36, <u>Δ5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>22</u>
57 North	21 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u>
57 North	22 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>15</u>
58 North	18 West	30, 31
58 North	19 West	15, 16, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
58 North	20 West	1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 34, 35, 36, <u>Δ7</u> , <u>8</u> , <u>31</u> , <u>32</u> , <u>33</u>
58 North	21 West	1, <u>Δ12</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
58 North	22 West	<u>Δ25</u> , <u>26</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>
59 North	18 West	1, 2, 11, 12, 13, 14
59 North	19 West	31
59 North	20 West	28, 29, 30, 31, 32, 33, 34, 35, 36
59 North	21 West	36
60 North	18 West	35, 36

ΔIn the underscored Sections/U. S. Surveys above, Company's right and obligation to serve in Linn County is limited by the terms of the Territorial Agreement between Company and Farmer's Electric Cooperative approved in Case No. EO-98-511.

*Indicates Change

P.S.C. Mo. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY	<u>Charles W. Mueller</u>	<u>Chairman & CEO</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 53rd RevisedSHEET NO. 26.2CANCELLING MO. P.S.C. SCHEDULE NO. 52nd RevisedSHEET NO. 26.2

APPLYING TO

MISSOURI SERVICE AREA***LIVINGSTON COUNTY**

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

MACON COUNTY

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

*Indicates Change

P.S.C. Mo. Date of Issue

Date Effective

 Issued By C. W. Mueller
 Name of Officer

Chairman & CEO
 Title

St. Louis, Missouri
 Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 3rd Revised SHEET NO. 26.30CANCELLING SCHEDULE NO. 5 2nd Revised SHEET NO. 26.30APPLYING TO MISSOURI SERVICE AREA

STODDARD COUNTY (Cont'd.)

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
26 North	13 East	30

INCLUDING THE CITY LIMITS OF DEXTER

SULLIVAN COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
63 North	18 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, 28, 29, 30, 34, 35, 36
63 North	19 West	1, 12, 13, 14, 23, 24, 25, 26
64 North	18 West	32, 33, 34

*WARREN COUNTY

All of WARREN COUNTY in its entirety provided, however, that in the underscored Sections/U. S. Surveys listed below, Company's right and obligation to serve in WARREN COUNTY is limited by the terms of the Second Territorial Agreement between Company and Cuivre River Electric Cooperative approved in Case No. ____ - ____ - ____.

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

WASHINGTON COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
35 North	1 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Survey 3291
35 North	2 East	All land sections and surveys therein.
35 North	3 East	All land sections and surveys therein.

*Indicates Change

P.S.C. Mo. DATE OF ISSUE _____ DATE EFFECTIVE _____

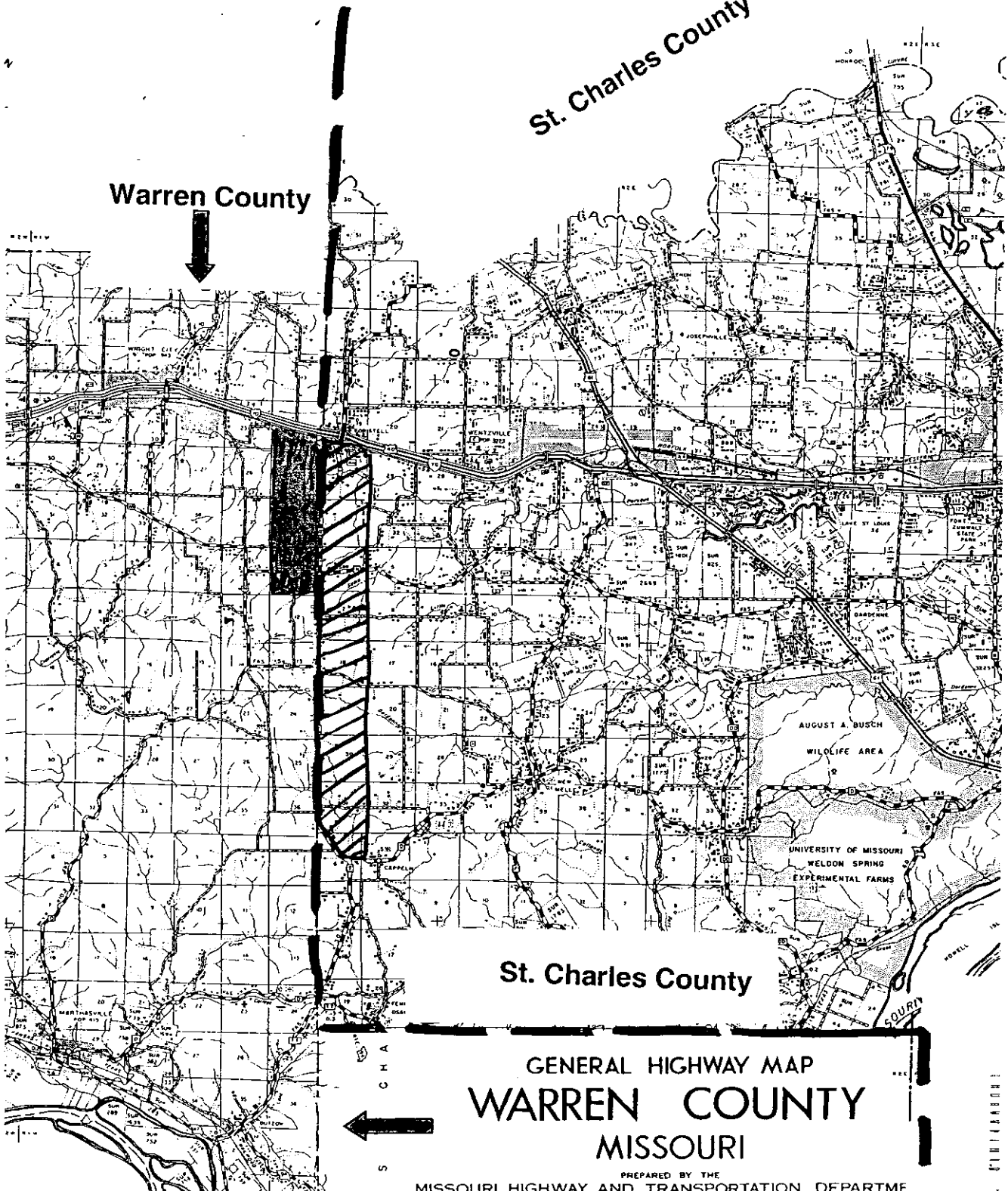
ISSUED BY	Charles W. Mueller	Chairman & CEO	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

EXHIBIT D

Competition Area Drawing

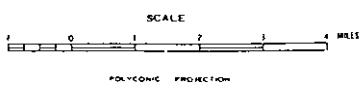
St. Charles County

Warren County



GENERAL HIGHWAY MAP WARREN COUNTY MISSOURI

PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



County Line

Existing Competition Area


Proposed Competition Area

EXHIBIT D

VERIFICATION

[illegible]

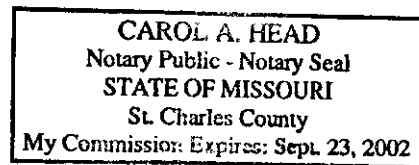
On this 20th day of May, 2002, I, William J. Carr, a Vice President of Union Electric Company d/b/a AmerenUE, being duly sworn upon my oath, state that I have read the foregoing document "*Second Territorial Agreement between Union Electric Company d/b/a AmerenUE and Cuivre River Electric Cooperative, Inc.*," 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.



William J. Carr

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


Carol A. Nessel
Notary Public



VERIFICATION

STATE OF MISSOURI)
 SS
COUNTY OF COLE)

On this 23rd day of May, 2002, I, Victor S. Scott, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application*** of Union Electric Company and Cuivre River Electric Cooperative, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that as attorney for Cuivre River Electric Cooperative I am authorized to file such document on behalf of Cuivre River Electric Cooperative.



Victor S. Scott

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

ONNA MICKELIS
Notary Public -Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires: Apr. 16, 2003



Notary Public

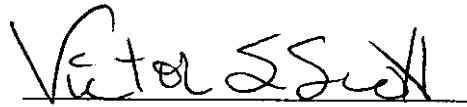
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served on all Parties of Record, via first-class U.S. Mail, postage prepaid, on this 23rd day of May, 2002.

John Coffman
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Jim Ketter
Missouri Public Service Comm'n
Governor Office Building
200 Madison Street -Suite 100
Jefferson City, Missouri 65 101

William Bobnar
Union Electric Company
P. O. Box 66149
St. Louis, MO 63166-6149


Victor S. Scott