

FILED

MAR 25 2002

Missouri Public
Service Commission

E0-2002-458

TERRITORIAL AGREEMENT

Between

UNION ELECTRIC COMPANY

d/b/a AMERENUE

and

CALLAWAY ELECTRIC COOPERATIVE

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 22nd day of March, 2002, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and CALLAWAY ELECTRIC COOPERATIVE (hereinafter "Cooperative").

RECITALS

- A. Company is an electrical corporation authorized by law to provide electric service within the State of Missouri, including portions of Audrian, Boone, Callaway, Montgomery and Warren Counties;
- B. Cooperative is a rural electric cooperative authorized by law to provide electric service within the State of Missouri, including portions of Audrian, Boone, Callaway, Montgomery and Warren Counties;
- C. The Missouri Legislature by Section 394.312 RSMo. 2000, has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Now, Company and Cooperative desire to promote the orderly development of the retail electric service within Callaway County, 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 an 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 Section 394.312 RSMo. 2000 approving this Agreement.
- 1.4 **Electric Power Provider** shall mean any other electric corporation 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:
 - A. Any replacement of an Existing Structure ("Replacement Structure"), provided said Replacement Structure is (1) located completely within the boundary of the property on which the Existing Structure is located, (2) used for the Same Purpose as the Existing Structure it is replacing, and (3) that the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure.

- B. 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 Section 394.312 RSMo. 2000, this Agreement designates the boundaries of the electric service area of Company and Cooperative. In this Agreement, Cooperative agrees not to serve 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

serve New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Cooperative. Because Section 394.312 RSMo. 2000, permits electric suppliers to displace competition only by a written agreement, parties that are not signatories to this Agreement are in no way affected 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 During the time period between the filing date of this Agreement with the Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party, the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.
- 2.5 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 Missouri Public Service Commission (hereinafter the "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 Audrian County (Figure A1), Boone County (Figure A2), Callaway County (Figure A3), Montgomery County (Figure A4), and Warren County (Figure A5) as described by metes and bounds in Exhibit B 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 Figures A1 to A5 and the written legal descriptions by metes and bounds in Exhibit B, 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 Audrian County (Figure A1), Boone County (Figure A2), Callaway County (Figure A3), Montgomery County (Figure A4), and Warren County (Figure A5) as described by metes and bounds in Exhibit C and as illustrated by the lines shown on the above-referenced Figures, except that area which is described by metes and bounds in Exhibit D, Callaway Plant Site, which shall be open to competition. 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 Figures A1 to A5 and the written legal descriptions by metes and bounds in Exhibit C, 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.

OTHER ELECTRIC POWER PROVIDERS

- 5.1 The exclusive service area of Company as defined in Article 3 includes other Electric Power Providers. Notwithstanding any other provision of this Agreement, should any Electric Power Provider cease to operate and maintain its electric facilities and sell such facilities, merge, or otherwise transfer the service and facilities to Cooperative, or Cooperative's surviving entity, Cooperative and/or its surviving entity shall have the power to serve the Structures which are receiving permanent service, as that term is defined in § 394.315, RSMo. from said Electric Power Provider and/or Cooperative as of the date Cooperative and Electric Power Provider close and consummate the sale and/or merger (hereinafter "Reorganization Date").
- 5.2 Following the purchase, merger or other acquisition of any other Electric Power Provider's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall within twelve (12) months after the Reorganization Date submit an amendment to this Agreement ("the Amendment") to the Missouri Public Service Commission modifying this Agreement as follows:
- A. The parties agree that the boundary lines established pursuant to either Sections 5.2B or 5.2C shall not modify the boundary lines established for both Company and Cooperative in Callaway and Audrain Counties as set out in this Agreement.
 - B. For all other counties covered by this Agreement, the parties shall determine if a territorial agreement between Company and the Electric Power Provider exists prior to the Reorganization Date. If a territorial agreement does exist, then the Amendment shall exclude from the Exclusive Service Area of the Company under this Agreement, the Exclusive Service Area of the other Electric Power Provider

as defined in the territorial agreement between the Company and the other Electric Power Provider.

- C. If no territorial agreement exists between Company and the other Electric Power Provider as of the Reorganization Date, Company and Cooperative shall submit an Amendment which removes all U.S. Surveys/ sections, and those U.S. Surveys/ sections adjacent to those U.S. Survey/ sections, where the Electric Power Provider had Customer Service Equipment and customers/members, from the Exclusive Service Area of Company as defined in this Agreement; and either party may serve any New Structures in these affected U.S. Survey/ sections as if no territorial agreement exists; provided, however, that no U.S. Survey/ section nor part of any U.S. Survey section within Callaway or Audrain County located within the municipal limits of any municipality whose population is in excess of 1500 or the statutory limit as set out in Chapter 394, RSMo. will be deleted from the Company's Exclusive Service Area.
- D. Nothing in this Section prohibits the parties in the Amendment from establishing new exclusive service areas in the affected service area in lieu of the above procedures.

ARTICLE 6.

OTHER ELECTRIC SYSTEMS

- 6.1 The Exclusive Service Area of Cooperative as defined in Article 4 includes the City of Fulton, which operates and maintains municipally-owned electric facilities. Notwithstanding this Agreement, should Fulton cease to operate and maintain its electric facilities and sell such facilities to Company, Company may serve within the incorporated boundaries of Fulton as it exists on the date Fulton and Company agree on a sale of Fulton's facilities to Company ("Sale Date"), pursuant to the following terms and conditions. Following the purchase of such facilities by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment").

- A. If a territorial agreement between Cooperative and Fulton exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of the Cooperative under this Agreement, the exclusive service area of Fulton under the territorial agreement between the Cooperative and the municipality.
- B. If no such territorial agreement exists on the Sale Date, the Amendment shall exclude from the exclusive service area of Cooperative under this Agreement, certain territory lying within Fulton's incorporated boundaries. The boundaries of the area to be excluded from Cooperative's exclusive service area under this Agreement shall be that portion of Fulton's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipal after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Company from Fulton than to facilities of Cooperative as both such facilities exist on the Sale Date.
- C. In the event the parties cannot agree on the boundaries defined above within twelve (12) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Commission, as provided in Section 394.312.2. RSMo.

6.2 Notwithstanding the foregoing Article 6.1, Company shall be entitled to serve all of the Structures served by Fulton prior to the purchase of the facilities by Company, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. Cooperative shall be entitled to serve all of the Structures it was serving prior to the purchase of the Fulton municipal system by Company, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.

6.3 The exclusive service area of Company as defined in Article 3 includes the cities of Columbia, Centralia and Vandalia, incorporated municipalities which operate and maintain municipally-owned electric facilities. Notwithstanding this Agreement, should any of the municipalities cease to operate and maintain municipally-owned electric facilities and sell such facilities to Cooperative, Cooperative may serve within the incorporated boundaries of such municipal as it exists on the date such municipal and

Cooperative agree on a sale of the municipal's facilities to Cooperative ("Sale Date"), pursuant to the following terms and conditions. Following the purchase of such municipality's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment"). If a territorial agreement between Company and the municipality exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of Company, under this Agreement, the exclusive service area of the municipality under the territorial agreement between the Company and the municipality. If no territorial agreement between Company and the municipality exists on the Sale Date, the Amendment shall exclude from the exclusive service area of Company under this Agreement, certain territory lying within the municipality's incorporated boundaries. Boundaries of the area to be excluded from the exclusive service area of Company shall be that portion of the municipality's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipality after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Cooperative from the municipality than to facilities of Company as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within twelve (12) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Commission as provided in Section 394.312.2. RSMo.

- 6.4 Notwithstanding the foregoing Article 6.3, Cooperative shall be entitled to serve all of the Structures served by the municipality prior to the purchase of the facilities by Cooperative, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. Company shall be entitled to serve all of the Structures it was serving prior to the purchase of the municipality system by Cooperative, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.

ARTICLE 7.

Exceptions to Exclusive Service Territories

Company and Cooperative agree to the following exceptions to the Company's exclusive service area set forth in Article 3 above.

- A. Cooperative shall have the exclusive right to serve the Existing Structures, any expansion of the Existing Structures, and any New Structures located completely within the boundaries of the properties described by deed in Exhibit E, for the businesses of the Golden Village, Inc. or its successors and assigns, Carl and Shirley Gastineau Trust U/T/A or its successors and assigns, and Gastineau Log Homes or its successors and assigns. The Cooperative's right to serve facilities within the property boundary listed above shall continue to exist, regardless of the property owner or whether the property is abandoned, so long as the Property's Purpose is commercial, provided, however, if the property is abandoned for over ten (10) years, Cooperative's rights to serve within the property boundary shall be extinguished. For the purpose of this section, "Abandoned" shall mean the termination of all commercial activities on the property.
- B. The Cooperative's exclusive right to serve as described in Article 7A above shall not apply to any portion of property described in Exhibit E once said property is sold or leased for either agricultural or residential Purposes.

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 although 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 provider 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 **Term of Agreement.** The term of this Agreement shall be perpetual unless terminated by the parties in accordance with Article 12, Termination.
- 11.2 **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. All required approvals of both the Company's and Cooperative's Board of Directors, if required;
- B. Approval of this Territorial Agreement by the Commission, which shall, as a minimum, consist of an order (i) approving this Agreement and (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement;
- C. Approval of this Territorial Agreement by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required;
- D. Approval of a Contract for Purchase and Sale of Distribution Facilities between Company and Cooperative dated March 22, 2002 (the "Contract") by the Commission, which shall, as a minimum, consist of an order (i) authorizing Company to sell, transfer, and assign to Cooperative the certain facilities and easements, as more particularly described in the Contract and (ii) finding the change in electric supplier for approximately 800 structures from Company to Cooperative and approximately 600 structures from Cooperative to Company in Callaway and Montgomery Counties, for reasons other than rate differential, is in the public interest and approving such change; and
- E. Approval of this Territorial Agreement or the Contract by the Securities and Exchange Commission to the extent of its jurisdiction, if required.

11.3 This Agreement shall be submitted to the Board of Directors of both Company and Cooperative for approval. Once approved by 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.

11.4 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 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 respects 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. Ron Loesch
District Manager
Union Electric Company
P.O. Box 38
Mexico, MO 65265

Mr. Larry Merry
District Manager
Union Electric Company
P.O. Box 1558
Jefferson City, MO 65102-1558

For Cooperative

Mr. Thomas W. Howard
General Manager
Callaway Electric Cooperative
503 Truman Road, P.O. Box 250
Fulton, MO 65251

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 electricity and shall in no way affect either party's right to offer other products and services, including but not limited to, the sale of distributed generation equipment, natural gas service, propane service, fiber optic communication service, satellite television service 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.
- 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 both parties 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 contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory 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

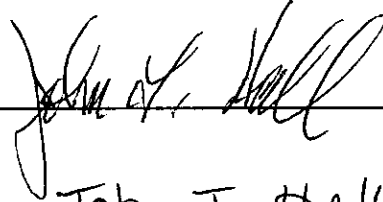
By 
Name William J. Carr
Title Vice President

ATTEST:

By 
Title  Secretary

CALLAWAY ELECTRIC COOPERATIVE

By: _____



Name: _____

John T. Hall

Title: _____

President

Attest:

By: _____



Title: _____

Secretary

Exhibit A

Figures Depicting the Exclusive Service Territories of Union Electric Company and Callaway Electric Cooperative, Inc.

<u>County</u>	<u>Figure Number</u>
Audrian County	Figure A1
Boone County	Figure A2
Callaway County	Figure A3
Montgomery County	Figure A4
Warren County	Figure A5

Non-Scannable Maps

(Can be viewable in the Data Center)

Exhibit B

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

AmerenUE/Callaway Electric Cooperative Territorial Agreement

AmerenUE Territory, Audrain County, Missouri

ALL OF AUDRAIN COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 36, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 36, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE

NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, & 32, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, 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/Callaway Electric Cooperative Territorial Agreement

AmerenUE Territory, Boone County, Missouri

BEING ALL OF BOONE COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35 & 34, TOWNSHIP 50 NORTH, RANGE 11 WEST, A DISTANCE OF 1.1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CEDAR CREEK; THENCE SOUTHERLY ALONG AND WITH THE MEANDERINGS OF CEDAR CREEK, A DISTANCE OF 20 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, & 21, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 17, 8, & 5, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE

NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 32, 29 & 20, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, & 4, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, 21, 16, 9, & 4, TOWNSHIP 49 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 33, 34, & 35, TOWNSHIP 50 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 35 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.

AmerenUE/Callaway Electric Cooperative Territorial Agreement

AmerenUE Territory, Montgomery County, Missouri

ALL OF MONTGOMERY COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, & 18, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 20, 29, & 32, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 5 & 8, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 8 & 7, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP

48 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHEAST CORNER OF SAID SECTION 31, AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 25 & 36, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1 & 12, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 11, TO THE

NORTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3 & 4, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 8 & 17, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 & 35, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 & 11, TOWNSHIP 45 NORTH, RANGE 6 WEST, 1.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSOURI RIVER; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID MISSOURI RIVER, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 31, TOWNSHIP 46 NORTH,

RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7 & 6, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 31, 32, & 33, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4 & 3, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF

THE SOUTH HALF OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 35 & 36, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 & 32, TOWNSHIP 48 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 47 NORTH,

RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 10 & 11, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14, & 23, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF SAID SECTION 25, 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.

AmerenUE/Callaway Electric Cooperative Territorial Agreement

AmerenUE Territory, Warren County, Missouri

ALL OF WARREN COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 30 & 31, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 4 WEST; 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 SECTIONS 6 & 7, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31 & 30, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 30, 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 C

**Metes and Bounds Description of the
Exclusive Service Territory of
Callaway Electric Cooperative**

AmerenUE/Callaway Electric Cooperative Territorial Agreement

Callaway Electric Cooperative Territory, Audrain County, Missouri

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 36, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 36, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, & 32, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, 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/Callaway Electric Cooperative Territorial Agreement

Callaway Electric Cooperative Territory, Boone County, Missouri

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35 & 34, TOWNSHIP 50 NORTH, RANGE 11 WEST, A DISTANCE OF 1.1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CEDAR CREEK; THENCE SOUTHERLY ALONG AND WITH THE MEANDERINGS OF CEDAR CREEK, A DISTANCE OF 20 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, & 21, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 17, 8, & 5, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 32, 29 & 20, TOWNSHIP 48 NORTH, RANGE 11

WEST, TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, & 4, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, 21, 16, 9, & 4, TOWNSHIP 49 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 33, 34, & 35, TOWNSHIP 50 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 35 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.

AmerenUE/Callaway Electric Cooperative Territorial Agreement

Callaway Electric Cooperative Territory, Montgomery County, Missouri

BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, & 18, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 20, 29, & 32, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 5 & 8, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 8 & 7, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31,

TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHEAST CORNER OF SAID SECTION 31, AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 25 & 36, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1 & 12, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 11, TO THE NORTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3 & 4, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH

ALONG THE EAST LINE OF SECTIONS 8 & 17, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 & 35, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 & 11, TOWNSHIP 45 NORTH, RANGE 6 WEST, 1.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSOURI RIVER; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID MISSOURI RIVER, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 31, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7 & 6, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE

NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 31, 32, & 33, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4 & 3, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35, TO THE

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 35 & 36, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 & 32, TOWNSHIP 48 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE

NORTH LINE OF SECTIONS 10 & 11, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14, & 23, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF SAID SECTION 25, 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.

AmerenUE/Callaway Electric Cooperative Territorial Agreement

Callaway Electric Cooperative Territory, Warren County, Missouri

BEGINNING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 30 & 31, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 4 WEST; 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 SECTIONS 6 & 7, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31 & 30, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 30, 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 D

**Callaway Plant Site
Metes & Bounds Description**

Exhibit D

Callaway Plant Site Metes & Bounds Description

Site Area

The site area is described as beginning at a point in the South line of Section 1, Township 46 North, Range 8 West, which point is located at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence running West along the South line of Sections 1, 2, and 3, Township 46 North, Range 8 West, a distance of 7,350 feet, more or less, to a point in the West line of the East Half of the East Half of the Southeast Quarter of said Section 3; thence South along the West line of the East Half of the East Half of the Northeast Quarter and the West line of the East Half of the East Half of the Southeast Quarter of Section 10, Township 46 North, Range 8 West, and the West line of the East Half of the East Half of the Northeast Quarter and the West line of the East Half of the East Half of the Southeast Quarter of Section 15, Township 46 North, Range 8 West, a distance of 10,560 feet, more or less, to a point in the South line of said Section 15; thence East along the South line of Sections 15, 14, and 13, Township 46 North, Range 8 West, a distance of 11,200 feet, more or less, to the Southeast corner of said Section 13; thence North along the East line of said Section 13, a distance of 2,640 feet, more or less, to the point of intersection of the East and West centerline of Section 18, Township 46 North, Range 7 West, with the said East line of Section 13; thence East along the East and West centerline of said Section 18 a distance of 1,565 feet, more or less, to the East line of Lot 2 of the Northwest Quarter of said Section 18; thence North along the East line of said Lot 2 of the Northwest Quarter of Section 18 and the East line of Lot 2 of the Southwest Quarter of Section 7, Township 46 North, Range 7 West, a distance of 5,280 feet, more or less, to a point in the East and West centerline of said Section 7; thence West along said East and West centerline and the East and West centerline of Section 12, Township 46 North, Range 8 West, a distance of 2,885 feet, more or less, to a point in the East line of the West Half of the Northeast Quarter of said Section 12; thence North along the East line of the West Half of the Northeast Quarter of Section 12, a distance of 1,320 feet, more or less, to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 12; thence West along the South line of said Northwest Quarter of the Northeast Quarter of Section 12, a distance of 1,320 feet, more or less, of the Southwest corner of said Northwest Quarter of the Northeast Quarter of Section 12; thence North along the West line of said Northwest Quarter of the Northeast Quarter of said Section 12, a distance of 1,320 feet, more or less, to a point in the North line of said Section 12; thence West along the North line of said Section 12, a distance of 1,320 feet, more or less, to the point of beginning.

Approximately, 2,767 acres are owned in fee in the above-described site area.

The nature and source of authority to determine all activities on this property is by virtue of the rights of ownership thereof.

Plant Site Peripheral Area

In addition, the following described properties were acquired in our acquisition efforts prior to determination of the site boundaries to ensure adequate coverage and to negotiate for part of the properties within the site area:

The Westerly 98 acres of the Southwest Quarter of Section 6, Township 46 North, Range 7 West.

Lots 1 and 2 of the Northwest Quarter and Lot 1 of the Southwest Quarter of Section 7, Township 46 North, Range 7 West.

The Southeast Quarter and the East 20 acres of the Southwest Quarter, and the West Half of the Southwest Quarter of Section 1, Township 46 North, Range 8 West.

All that part of the South Half of Section 2, Township 46 North, Range 8 West, which lies South of Highway "0," excepting approximately 1½ acres in the East part of the Northeast Quarter of the Southwest Quarter of said Section 2 lying South of Highway "0," on which negotiations are not in progress, pending or contemplated.

The Southeast Quarter, and the East Half of the Southwest Quarter of Section 3, Township 46 North, Range 8 West, all lying South of Highway "0."

The West 40 acres of the North 50 acres of the Northeast Quarter, the West Half of the East Half of the Southeast Quarter, the West Half of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter of Section 10, Township 46 North, Range 8 West.

The East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter, the West 30 acres of the Southeast Quarter of the Northeast Quarter and the West 24 acres of the South 30 acres of the North One Half of the Northeast Quarter of Section 10, Township 46 North, Range 8 West.

4.67 acres lying North of the County Road in the Northeast Quarter of the Northwest Quarter, the West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter of Section 15, Township 46 North, Range 8 West.

The East Half of the Northwest Quarter of Section 18, Township 46 North, Range 7 West.

The West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 18, Township 46 North, Range 7 West.

The East Half of the Southwest Quarter of the Northeast Quarter and the East Half of the Northeast Quarter of Section 22, Township 46 North, Range 8 West.

The Northwest Quarter of Section 23, Township 46 North, Range 8 West.

The Northwest Quarter of the Northwest Quarter of Section 19, Township 46 North, Range 7 West.

The East 16 acres of the Northeast Quarter of the Northwest Quarter of Section 15, Township 46 North, Range 8 West, lying South of the County Road.

7 acres, more or less, in the Northwest corner, lying West of Highway "CC," of the Northeast Quarter of the Southwest Quarter of Section 15, Township 46 North, Range 8 West.

The East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, and one acre in the Southwest corner of the East 20 acres of the East Half of the Southwest Quarter of Section 1, all in Township 46 North, Range 8 West.

These properties comprise a total of approximately 2,461 acres.

Plant Corridor Area

The corridor area is described as beginning at the point of intersection of the North and South centerline of Section 23, Township 46 North, Range 8 West and the North line of said Section 23 and running thence South along the North and South centerline of said Section 23 and Section 26, a distance of 9,240 feet, more or less, to the South line of the Northwest Quarter of the Southeast Quarter of said Section 26; thence East along said South line, a distance of 1,320 feet, more or less, to the West line of the East Half of the Southeast Quarter of said Section 26; thence South along the West line of the East Half of the Southeast Quarter of said Section 26, a distance of 1,320 feet, more or less, to the South line of said Section 26; thence East along the South line of said Section 26, a distance of 660 feet, more or less, to the West line of the East Half of the Northeast Quarter of the Northeast Quarter of Section 35, Township 46 North, Range 8 West; thence South along the West line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 35, a distance of 1,320 feet, more or less, to the South line of the North Half of the Northeast Quarter of said Section 35; thence West along the South line of the North Half of the Northeast Quarter of said Section 35, a distance of 1,980 feet, more or less, to the North and South centerline of said Section 35; thence South along the North and South centerline of said Section 35, a distance of 1,320 feet, more or less, to the center of said Section 35; thence West along the East, and West centerline of said Section 35 a distance of 1,500 feet, more or less, to the Easterly line of U.S. Survey 1712; thence Southeast along said survey line a distance of 1,675 feet, more or less, to the North line of the MK&T Railroad right-of-way; thence Easterly along the North line of said right-of-way, a distance of 2,900 feet, more or less, to the centerline of Logan Creek; thence continuing Easterly downstream

along the centerline of said creek a distance of 4,200 feet, more or less, to the intersection of the centerline of said creek with the North and South centerline of Section 36, Township 46 North, Range 8 West; thence North along said centerline of Section 36 a distance of 4,500 feet, more or less, to the North line of said Section 36; thence West along the North line of said Section 36 a distance of 1,320 feet, more or less, to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 46 North, Range 8 West; thence North along the East line of the Southwest Quarter of the Southwest Quarter of said Section 25 a distance of 1,320 feet, more or less, to the North line of the Southwest Quarter of the Southwest Quarter of said Section 25; thence West along the North line of the Southwest Quarter of the Southwest Quarter of said Section 25 a distance of 660 feet, more or less, to the East line of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 25; thence North along the East line of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 25 a distance of 1,320 feet, more or less, to the East and West centerline of said Section 25; thence East along the said East and West centerline of Section 25 a distance of 3,300 feet, more or less, to the East line of the West Half of the Northeast Quarter of said Section 25; thence North along the East line of the West Half of the Northeast Quarter of said Section 25 and the East line of the West Half of the East Half of Section 24, Township 46 North, Range 8 West a distance of 7,920 feet, more or less, to the North line of said Section 24; thence West along the North line of said Section 24 and said Section 23, a distance of 6,600 feet, more or less, to the point of beginning.

ALSO, the East Half of the Southeast Quarter of the Northwest Quarter of Section 26, Township 46 North, Range 8 West; and a 41.91 acre tract of land lying between the MK&T Railroad right-of-way and Missouri State Highway 94, extending Easterly from the East line of U.S. Survey 1712 to Logan Creek, as aforesaid being located in U.S. Survey 1736 and Fractional Section 35, Township 46 North, Range 8 West, and 57 acres in Fractional Section 5, Township 45 North, Range 7 West, and in Fractional Section 32, Township 46 North, Range 7 West and Toe Head Island, together with all accretions thereto; and 16.20 acres in the Southwest Quarter of the Southwest Quarter of Section 32, Township 46 North, Range 7 West, lying South of Missouri State Highway 94 and North of the MK&T Railroad right-of-way; and 16 acres, more or less, located in the West part of the Southwest Quarter of Section 32, Township 46 North, Range 7 West.

ALSO, a one acre, more or less, tract of land in the Southwest Quarter of the Southwest Quarter of Section 32, Township 46 North, Range 7 West extending Southwardly approximately 200 feet from Logan Creek and approximately 200 feet East of Missouri State Highway 94, and approximately one acre in the West part of the Southwest Quarter of Section 32, Township 36 North, Range 7 West lying between the MK&T Railroad right-of-way and Logan Creek and lying East of Missouri State Highway 94. Also, an 11 acre tract of land in the Southwest Quarter of the Southwest Quarter of Section 31, Township 46 North, Range 7 West lying between Logan Creek and Missouri State Highway 94, bounded on the North and West by Logan Creek, on the

South by Missouri State Highway 94 and on the East by the East line of the Southwest Quarter of the Southwest Quarter of said Section 31.

EXCEPTING THEREFROM, the following tracts of land on which negotiations are not in progress, pending, or contemplated at this time.

1 acre being the Southwest 1 acre of the Southeast Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

1½ acres being one acre wide on the East side of the county road and 1½ acres deep to the East of said road and located in the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

3 acres in the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

Approximately, 2,015 acres of land are owned in fee within the corridor area.

The nature and source of authority to determine all activities on this property is by virtue of the rights of ownership thereof.

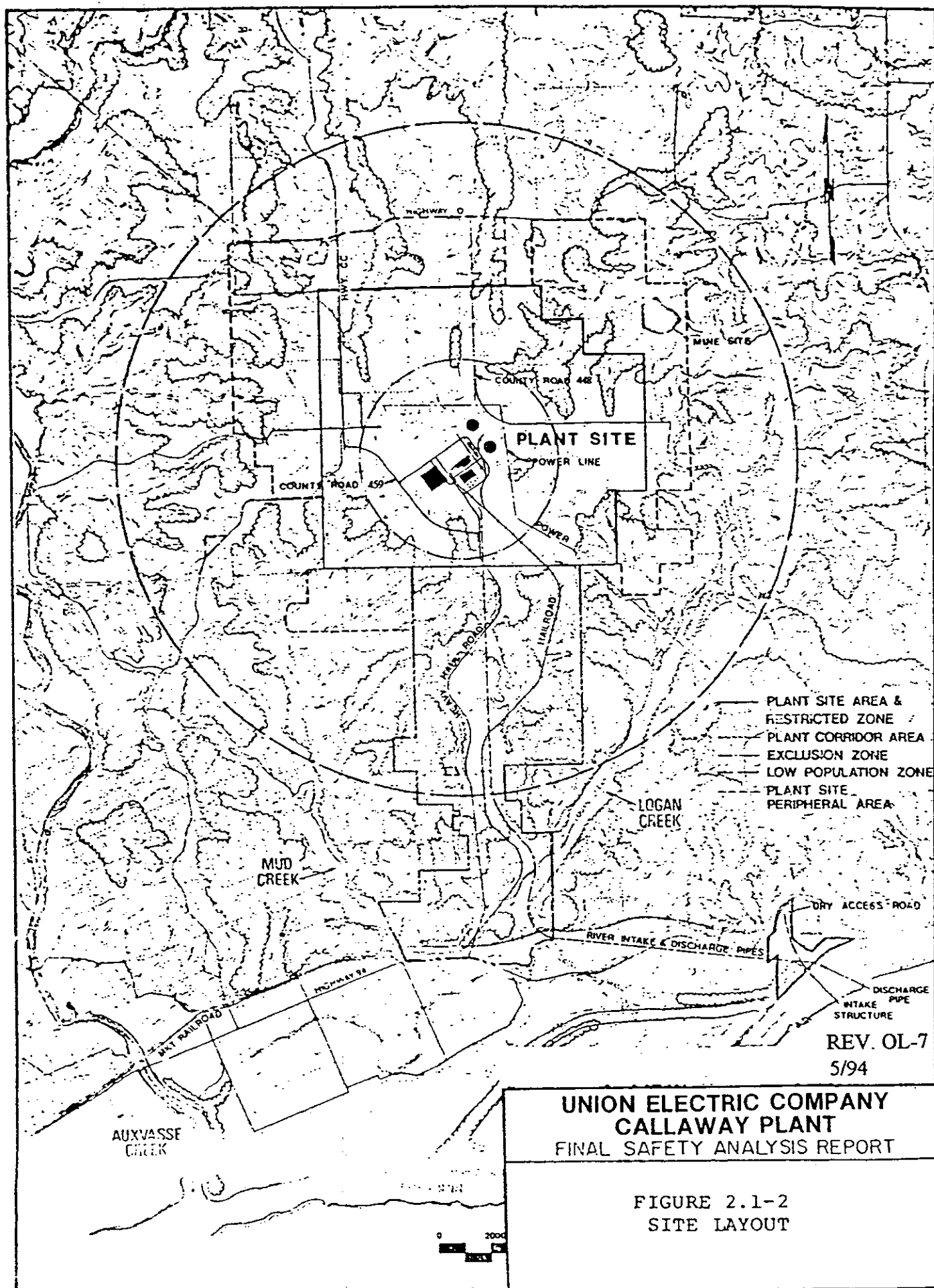


Exhibit E

**Deeds of Properties That Are Exceptions to
Company's Exclusive Service Territory**

101457

WARRANTY DEED

360265

This Indenture, made on August 22, 1995, by and between CARL L. GASTINEAU and SHIRLEY A. GASTINEAU, husband and wife, of 2243 State Road MM, New Bloomfield, MO 65063, Grantors, and CARL L. GASTINEAU and SHIRLEY A. GASTINEAU, TRUSTEES (and their successors) of the Carl and Shirley Gastineau Trust U/T/A dated May 1, 1995, and all amendments thereto, 2243 State Road MM, New Bloomfield, MO 65063, Grantees:

WITNESSETH, That the said Grantors, for estate planning purposes and without consideration, do by these presents GRANT, BARGAIN, CONVEY AND CONFIRM unto the said Grantees, their successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Callaway, State of Missouri, to-wit:

The Southwest Quarter of the Northeast Quarter of Section Thirty-six (36), Township Forty-six (46), Range Eleven (11), EXCEPT that part conveyed to the State of Missouri for Highway Purposes. All in Callaway County, Missouri;

Also, part of the Northeast Quarter of the Southeast Quarter of Section 36, Township 46N, Range 11W, in the County of Callaway, Missouri, and being more particularly described as follows: From the Northeast corner of the South Half of said Section 36; thence South 1° 59' 09" West, along the section line 30 feet to the South line of Missouri State Route "Y" and the point of beginning for this description; thence continuing South 1° 59' 09" West, along the section line, 935.14 feet; thence North 85° 33' 20" West, 1345.72 feet to the quarter quarter section line; thence North 1° 44' 41" East, along the quarter quarter section line, 850.52 feet to the South line of said Missouri State Route "Y"; thence South 89° 09' 27" East, along the South line of Missouri State Route "Y", 1348.32 feet to the point of beginning. Containing in all 27.59 acres. Bearings are magnetic;

Also, all that part of the SE ¼ of Section 36, T46N, R11W of the 5th P.M., Callaway County, Missouri that is more particularly described as follows:

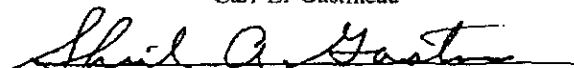
From the Northeast Corner of the S ½ of said Section 36; thence S 1° 59' 09" W, along the Section Line 965.14 ft. to the place of beginning; thence continue S 1° 59' 09" W, along said Section Line a distance of 1688.59 ft. to the Southeast Corner of said Section 36; thence westerly along said line, 2109.64 ft.; thence N 1° 59' 09" E, 2633.51 ft. to the south line of Missouri State Route "MM" thence with said line, S 89° 28' 20" E, 761.2 ft.; thence along the property line, S 1° 44' 41" W, 850.52 ft.; thence S 85° 33' 20" E, 1345.72 ft. to the place of beginning;

Subject to deeds of trust, if any, and to any liens, encumbrances or transfers that may have attached, been created or made subsequent to Grantors' acquisition of title. This instrument revokes any beneficiary deed;

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantees and unto their successors and assigns FOREVER, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto the said Grantees, and unto their successors and assigns FOREVER, against the lawful claims and demands of all persons whomsoever (except as noted above).

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

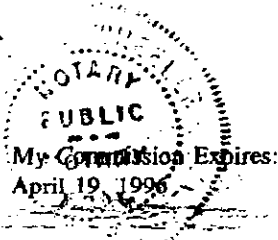

Carl L. Gastineau


Shirley A. Gastineau

STATE OF MISSOURI }
 } ss.
COUNTY OF BOONE }

On August 22, 1995, before me personally appeared Carl L. Gastineau and Shirley A. Gastineau, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



Helen C. Wheeler
Helen C. Wheeler, Notary Public
State of Missouri, County of Boone

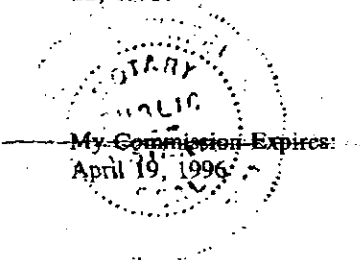
CERTIFICATE OF DELIVERY

Carl L. Gastineau and Shirley A. Gastineau, Trustees of the Carl and Shirley Gastineau Trust U/T/A dated May 1, 1995, hereby certify that the foregoing warranty deed was delivered to them by the Grantors thereof on August 22, 1995.

Carl L. Gastineau
Carl L. Gastineau - Trustee

Shirley A. Gastineau
Shirley A. Gastineau - Trustee

Subscribed and sworn to before me by Carl L. Gastineau and Shirley A. Gastineau, Trustees, on August 22, 1995.



Helen C. Wheeler
Helen C. Wheeler, Notary Public
State of Missouri, County of Boone

STATE OF MISSOURI, } ss.
County of Callaway }

I, Recorder of said county and state, do hereby
certify that this instrument was filed at 10
o'clock 36 min. 2 m. on

March 6, 2001
and is recorded in book 360 on page 265
witness my hand and seal of office.

Kenneth Dillon Recorder
By Lana Taylor D.R.

Lana Taylor

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 20th day of December, 1994, by and between CARL L. GASTINEAU and SHIRLEY GASTINEAU, husband and wife, of the County of Callaway, State of Missouri, parties of the First Part, and Gastineau Log Homes, a Missouri Corporation, (GRANTEES MAILING ADDRESS: 10423 Old Hwy 54, New Bloomfield, Mo 65063) of the County of Callaway, State of Missouri, party of the Second Part:

WITNESSETH, That the said parties of the First Part in consideration of the sum of ONE DOLLAR AND ALL OTHER GOOD AND VALUABLE CONSIDERATION, to them paid by the said party of the Second Party, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party of the Second Part, its heirs and assigns, the following described lots, tracts or parcels of land lying and situate in the County of Callaway, State of Missouri, to-wit:

All that part of the SE 1/4 of Section 36, T46N, R11W of the 5th P.M. Callaway County, Missouri, that is more particularly described as follows:

From the Northeast Corner of the S 1/2 of said Section 36; thence S 1°59'09"W, along the Section Line 30 ft. to the south R/W Line of Missouri Route "MM"; thence with said line, N 89°28'20"W, 1447.68 ft. to the place of said beginning; thence S 1°59'39"W, 2623.82 ft. to the south line of the SE 1/4 of said section 36; thence with said line, N 89°28'20" W, 661.6 ft.; thence N 1°59'09" E, 2633.61 ft. to the south line of Missouri State Route "MM"; thence with said line, S 89°28'20"E, 662.0 ft. to the place of beginning.

PARCEL NO. _____

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenance and immunities thereto belonging or in anywise appertaining, unto the said party of the Second Part and unto its heirs and assigns FOREVER, the said Carl L. Gastineau

and Shirley Gastineau hereby conveying that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto the said party of the Second Part, and unto its heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Carl L. Gastineau

CARL L. GASTINEAU

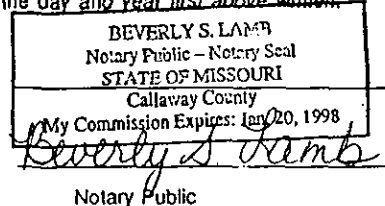
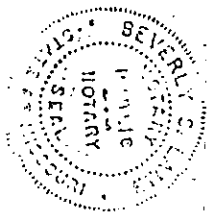
Shirley Gastineau

SHIRLEY GASTINEAU

STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this 20th day of December, 1994, before me personally appeared Carl L. Gastineau and Shirley Gastineau, Husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Callaway County, Missouri, the day and year first above written.



My Commission Expires: January 20, 1998

STATE OF MISSOURI, }
County of Callaway } ss.

IN THE RECORDER'S OFFICE

I, Kenneth Dillon, Recorder of said County, do hereby certify that the within instrument of writing, was, at 10 o'clock and 40 minutes of A.M., on the 10 day of Jan, A.D. 1995 duly filed for the record in my office, and is duly recorded in the records of this office, in Record Book 322 at page 930.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fulton, Mo.

Kenneth Dillon, Recorder
Kenneth Dillon

By _____, Deputy

GENERAL WARRANTY DEED

149

This Indenture, Made on the 19th day of February A.D. 1976
by and between Lloyd W. Hart and Margaret C. Hart, his wife,

of the County of Callaway, in the State of Missouri, parties of the First Part, and
The Golden Village, Inc., a corporation
Route 1, New Bloomfield, Missouri 65063

of the County of Callaway, in the State of Missouri, part Y of the Second Part:

WITNESSETH, That the said part 125 of the First Part in consideration of the sum of
Ten Dollars and other good and valuable considerations ~~XXXXXXXXXX~~
to them paid by the said part Y of the Second part, the receipt of which is hereby acknowledged,
do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said
part Y of the Second Part, its ^{successors} ~~XXX~~ and assigns, the following described lots, tracts or parcels of
land lying, being and situate in the County of Callaway, State of Missouri to wit:

Part of Lot 1 in the Southwest Quarter of Section
31, Township 46 N, Range 10 W, in the County of Callaway,
Missouri, more particularly described as follows:

From the southwest corner of Lot 13 of Guthrie's
Addition to the Town of New Bloomfield, Missouri; thence
west 40 feet to the west line of said Guthrie's Addition;
thence N 4° 08' W, along the west line of Guthrie's Addi-
tion, 927.00 feet to the point of beginning for this
description; thence continuing N 4° 08' W, along the west
line of Guthrie's Addition 325.00 feet to the south line
of a 30 foot Road; thence S 86° 10' W, along the south
line of said Road, 667.50 feet to the Quarter Quarter
Section Line; thence S 4° 20' E, along the Quarter Quarter
Section Line 325.00 feet; thence N 86° 10' E, 666.33
feet to the point of beginning. Containing in all, 5
acres more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and im-
munities thereto belonging or in anywise appertaining, unto the said part Y of the Second Part and unto
its ^{successors} ~~XXX~~ and assigns FOREVER, the said Lloyd W. Hart and Margaret C. Hart,
his wife, hereby covenanting that they are lawfully
seized of an indefeasible estate in fee in the premises herein conveyed; that they
have good right to convey the same; that the said premises are free and clear of any incumbrances done or
suffered by them or those under whom they claim and that they will
warrant and defend the title to said premises unto the said party of the Second Part, and unto its
^{successors} ~~XXX~~ and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part h&c hereunto set their hand &
and seal S the day and year first above written.

Lloyd W. Hart (SEAL)
Margaret C. Hart (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI,

County of Callaway ss.

On this 19th day of February, 1976, before me personally appeared

Lloyd W. Hart

and Margaret C. Hart

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

at my office in New Bloomfield, Mo.
the day and year first above written.

My term expires May 1, 1976

[Signature]



STATE OF MISSOURI,

County of Cole. } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person _____ described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed. And the said

further declares _____ to be single and unmarried.

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

at my office in _____
the day and year first above written.

My term expires _____ 19____.

149
General Warranty Deed

FROM

Lloyd W. Hart

Margaret C. Hart

TO

THE GOLDEN VILLAGE, INC.

STATE OF MISSOURI,

County of Callaway ss.

[Signature]
Recorder of Deeds of said County, do hereby certify that the within instrument of writing was on the 27th day of February, 1976 at 9 o'clock and 55 minutes P. M., duly filed for record in this office, and is recorded in the records of this office in Book 234 at page 409.

Witness my hand and seal of said office in Callaway, Missouri, this 27th day of February, A. D. 1976.

[Signature] Recorder.

[Signature] Deputy.

Recorder's Fee, \$ _____ In Advance

This Deed should be promptly recorded, or the security may become worthless.

Fulton

[Handwritten initials]

EXHIBIT 3

COOPERATIVE'S BOARD OF DIRECTORS' RESOLUTION

I, Raymond Rothermich, do hereby certify that: I am the secretary of Callaway 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 19, 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 and customer exchange between Callaway 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, CEO/General Manager 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 Customer Exchange Agreement and Applications to the Public Service Commission as may be needed for the approval of said applications and so as to comply with any Order issued by the Public Service Commission.

BE IT FURTHER RESOLVED that the Officers, CEO/General Manager, 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 the customer exchanges 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 19th day of February, 2002.



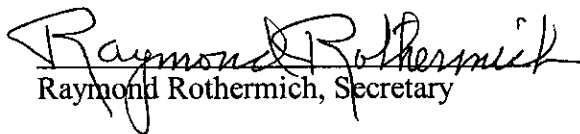

Raymond Rothermich, Secretary

EXHIBIT 4

COMPANY'S BOARD OF DIRECTORS' RESOLUTION

CERTIFIED COPY OF RESOLUTIONS ADOPTED AT THE
MEETING OF THE BOARD OF DIRECTORS OF
UNION ELECTRIC COMPANY
HELD ON THURSDAY, MARCH 21, 2002

RESOLVED, that the territorial agreement and the contract for sale of electrical distribution facilities with Callaway Electric Cooperative, as presented to this meeting, be and hereby is in all respects approved, ratified and confirmed, and the officers of this Company be and hereby are authorized to execute and deliver the agreements in such form, with future such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by their execution of any amendment thereto; and further

RESOLVED, that the exchange of properties provided for in the contract referred to in the preceding resolution be and hereby is approved; that the trustees for indentures creating liens on the properties to be exchanged be and hereby are authorized and requested to release such properties from the liens of said indentures in accordance with the provisions thereof; that Donald W. Capone, be and hereby is appointed independent engineer for the purpose of furnishing certificates that may be required by the provisions of the applicable indenture; and that the officers of the Company be and hereby are authorized and directed to seek, with the advice of counsel, regulatory approvals required to implement the territorial agreement referred to in the foregoing resolution; and further

RESOLVED, that the officers of this Company be and hereby are authorized to execute and deliver all such instruments and do or cause to be done all such further acts and things as they may consider necessary or desirable in order to carry into effect the purposes and intent of the foregoing resolutions and the terms and provisions of the documents referred to therein.

I hereby certify that the foregoing is a true and correct copy of resolutions adopted at the meeting of the Board of Directors of Union Electric Company, held on Thursday, March 21, 2002 at the General Office Building of the Company, St. Louis, Missouri, and that such resolutions are still in full force and effect.

MAR 22 2002



Assistant Secretary



EXHIBIT 5

COOPERATIVE'S ARTICLES OF INCORPORATION

No. Q00060007B

STATE OF MISSOURI



Matt Blunt
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORPORATE RECORDS

CALLAWAY ELECTRIC COOPERATIVE

I, MATT BLUNT, Secretary of State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of those certain original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 21st day of MARCH, 2002.


Secretary of State



Certificate of Incorporation

WHEREAS, An association organized under the laws of the State of Missouri, known as the

Callaway County Industrial Corporation

has filed in the office of the Secretary of State of Missouri a certificate of incorporation in conformity with the provisions of the laws of Missouri governing the formation of Private Corporations, to-wit:

Manufacturing and

NOW, THEREFORE, I, DWIGHT BROWN, Governor of Missouri, do hereby certify that the

of Missouri is valid and by authority of said laws, the said association has on the day aforesaid, become a body corporate, duly organized under the laws of this State.

Callaway County Industrial Corporation

incorporated

under the name of *Callaway County Industrial Corporation* and is entitled to all the rights and privileges granted to Manufacturing and Business Corporations under the laws of this State for a term of *Twenty* years, and that the amount of the

Capital Stock of said corporation is

Two Thousand Dollars,

and

shares of no par value.

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affix the Great Seal of the State of Missouri. Done at the

(SEAL) City of Jefferson, this *16th* day

of *October*, A. D. Nineteen Hundred

and *Twenty* year.

Dwight Brown

Secretary of State

By *W. H. Williams*
Chief Clerk

ARTICLES OF INCORPORATION

OF

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

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

First The name of this Association shall be
Callaway County Electrical Cooperative Association

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

<u>Name</u>	<u>Residence</u>
W. G. Bedsworth	Fulton, Mo.
Arthur Nichols	Steedman, Mo.
F. M. Hafner	Tebbetts, Mo.
D. N. Lynes	Guthrie, Mo.
M. B. Murry	Hatton, Mo.
James McClanahan	Fulton
M. A. Gibson	Portland, Mo.
O. D. Scott	Fulton, Mo.
H. S. Holt	New Bloomfield, Mo.
C. M. Brown	Auxvasse, Mo.
Henry Schmidt	Mokane, Mo.
G. L. Carlton	Cedar City, Mo.

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

(1) To generate, manufacture, purchase, acquire and accumulate electric energy for its stockholders and to transmit, distribute, furnish, sell and dispose of such electric energy to its stockholders; and to construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessee, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and transmission and distribution lines and systems necessary, convenient or useful for carrying out and accomplishing any of the foregoing purposes;

(2) To assist its stockholders by wiring or causing to be wired their premises and installing and causing to be installed therein electric and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character and, in connection therewith and for such purposes, to enter into and carry out all agreements necessary and advisable in connection therewith, and to purchase, acquire, lease, sell, distribute, install and repair electric and plumbing appliances, fixtures, machinery, supplies, apparatus, and equipment of any and all kinds and character and to receive, acquire, endorse, guarantee, pledge, hypothecate, transfer and otherwise dispose of notes and other evidences of indebtedness and all security therefor;

(3) To purchase, receive, lease as lessee, or in any manner acquire, own, hold, maintain, use, sell, convey, lease as lessor, exchange, pledge, mortgage or in any manner dispose of any and all real and personal property or any interest necessary, useful or appropriate to enable this Association to accomplish any or all of its purposes:

(4) To acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licences, rights of way and easements necessary, useful or appropriate to accomplish any or all of the purposes of this Association;

(5) To borrow money and otherwise contract indebtedness, and to give any form of obligation or security therefor and without limiting the generality of the foregoing to issue notes, bills of exchange, bonds, debentures and other evidences of indebtedness and to secure any of its obligations by mortgage, pledge or deed of trust of any or all of its property, assets, franchises and income;

(6) To extend credit in connection with the sale of property or merchandise, and take any form of obligation or security therefor, and to make any contract, endorsement or guaranty deemed desirable incident to the transfer or pledge of any such obligation or security;

(7) To do and perform, either for itself or its stockholders any and all acts and things and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes; and to exercise any of its powers anywhere.

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

Fifth. The amount of the authorized capital stock of this Association shall be Two thousand Dollars (\$2000.00) divided into One thousand (1000) shares of the par value of Two Dollars (\$2.00) each. The capital with which this Association will begin business is

five hundred Dollars (\$500.00)

The shares of authorized capital stock may be issued from time to time and shall be paid for at such times and in such manner as the by-laws of this Association shall determine.

Sixth. The duration of this Association shall be perpetual.

Seventh. Upon dissolution or liquidation, the assets of this Association shall be applied first, to pay liquidation expenses, next, to pay obligations of this Association other than dividends based upon capital stock or dividends based upon purchases by patrons of the Association; and the remainder of such assets shall be distributed in the following priority:

(1) To pay any deferred dividends upon capital stock.

(2) To pay any deferred dividends upon purchases by patrons.

(3) Any remaining assets shall be distributed among the stockholders at the date of the dissolution or liquidation in proportion to their deferred dividends on purchases from the Association.

IN TESTIMONY WHEREOF, we have hereunto set out hands this

22nd day of August, 1936.

W. G. Badsworth

Arthur Nichols

H. S. Holt

F. M. Hafner

James McClanahan

D. N. Lynes

M. B. Murry

M. A. Gibson

O. D. Scott

C. M. Brown

Henry Schmidt

G. L. Carlton

State of Missouri)
County of Callaway) ss

On this 2nd day of October 1936, before me
personally appeared W. G. Bedsworth, Arthur Nichols, James McClanahan,
C. M. Brown, & G. L. Carlton

to me known to be five of the subscribers to the foregoing Articles of
Incorporation, and who acknowledged that they executed the same as their free
act and deed.

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

Don P. Bartley
Notary Public

(Seal)

My Commission expires March 1, 1937

I, Robert T. Wise
STATE OF MISSOURI, } ss.
County of Callaway, }
Circuit Clerk and Ex-Officio Recorder of Deeds in and for said County, hereby certify that the above is
a true copy of the original ARTICLES OF INCORPORATION as the same
appears in Book 115 at page 515 in my office.
WITNESS my hand as Circuit Clerk and Ex-Officio Recorder, and the seal
of my office. Done at office in Fulton, Missouri, this 6th
day of October, 1936
Robert T. Wise
Circuit Clerk and Ex-Officio Recorder.
Per _____ Deputy.

2

STATE OF MISSOURI
CERTIFICATE OF AMENDMENT



To All to Whom These Presents Shall Come:

I, DWIGHT H. BROWN, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, do hereby certify that.....

.....CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION,.....

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of State its affidavit of Increasing Capital Stock.....

From \$2,000.00 divided into
1000 shares stock par value \$2.00 each

to \$30,000.00 divided into
6000 shares stock par value \$5.00 each,.....

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

of corporations organized under Article ²⁹~~xx~~ of Chapter ⁸⁷~~32~~ of the Revised Statutes of 1929 and amendments thereto.

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

(SEAL)

Jefferson, this 31st day of December, A. D. 1936.

.....
Secretary of State.

.....
Chief Clerk.

AMENDMENT OF ARTICLES OF INCORPORATION

Be it known that on the 19th day of December, 1936, a meeting of the stockholders of Callaway County Electrical Cooperative Association was duly held at the City of Fulton, County of Callaway, State of Missouri, pursuant to waiver of notice of place, time and purpose of said meeting signed by all the stockholders of said Association prior to said meeting, for the purpose of amending the Articles of Incorporation of said Association by increasing the par value of the shares of the Association, by increasing the authorized capital stock and number of authorized shares of the Association and by deleting certain words from said Articles.

That at said meeting W. G. Bedsworth acted as Chairman and James McClanahan acted as Secretary and kept the minutes thereof.

That at said meeting there were present in person a majority of the stockholders of said Association and the stockholders holding the larger amount, both in number and value, of shares of stock of said Association.

A proposition was then and there submitted to amend Section Five by striking out or deleting the second sentence of the fifth paragraph or section of said Articles, which proposition was in the following form:

RESOLVED, That the Articles of Incorporation of this Association be and they hereby are amended by deleting from paragraph Fifth thereof the second sentence, which reads as follows:

"The capital with which the Association will begin business is five hundred Dollars (\$500.00)."

and by changing the first sentence of said paragraph Fifth to increase the authorized capital stock of the Association from \$2,000 to \$30,000, and the number of shares from 1,000 to 6,000, and the par value from \$2.00 to \$5.00, so that said paragraph Fifth shall, as amended, read:

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

And upon canvassing the vote thereon it appeared that a majority of the stockholders and a majority both in number and value of shares of the issued stock of said Association had been voted in favor of such amendment.

It was therefore declared by the Chairman of the meeting that the Articles of Incorporation had been amended as proposed and it was ordered that the President and Secretary of the Association prepare, execute and record the necessary affidavit showing such amendment.

Witness our hands this 19th day of December, 1936.

W. G. Bedsworth
President and Chairman of the Meeting

James McClanahan
Secretary and Secretary of the Meeting

Subscribed and sworn to before me this 19th day of December, 1936.

(L.S.)

Don P. Bartley
Notary Public

My commission expires Mch. 1, 1937.

STATE OF MISSOURI)
COUNTY OF CALLAWAY) SS

On this 19th day of December, 1936, before me personally appeared W. G. Bedsworth and James McClanahan, President and Secretary respectively of Callaway County Electrical Cooperative Association, to me known to be the persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and date last aforesaid.

(L.S.)

Don P. Bartley
Notary Public

My commission expires Mch. 1, 1937.

Filed for record this 31st day of December A.D. 1936 at 2 o'clock
50 Minutes P.M.

Boa M. Terryman
Circuit Clerk & Ex-Officio Recorder.

STATE OF MISSOURI, }
County of Callaway, } ss.

I, Osa N. Tennyson

Circuit Clerk and Ex-Officio Recorder of Deeds in and for said County, hereby certify that the above is
a true copy of the original Amendment of Articles of Incorporation as the same
appears in Miscellaneous Record #117 at Page in my office.

WITNESS my hand as Circuit Clerk and Ex-Officio Recorder, and the seal
of my office. Done at office in Fulton, Missouri, this 31st
day of December, 1936.

Osa N. Tennyson
Circuit Clerk and Ex-Officio Recorder.

Per Hazel C. Huggett Deputy.

60007 1/2

Increasing Capital Stock

From \$200000 to \$300000

Filed for record this day of
 A. D. 19
at o'clock Minutes M.
Circuit Clerk and Ex-Officio Recorder
By Deputy

NOTARIAL
1936

DEC 31 1936

Hazel C. Huggett
Secretary of State

STATE OF MISSOURI
CERTIFICATE OF AMENDMENT



To All to Whom These Presents Shall Come:

I, DWIGHT H. BROWN, Secretary of State of the State of Missouri, and Keeper of the
Great Seal thereof, do hereby certify that _____

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION,

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of
State its affidavit of Repealing Article Seventh of the Articles
of Association in its entirety

as provided by Law, and has in all respects complied with the requirements of law governing the
amendment
of corporations organized under Article 6 of Chapter 33 of the Revised Statutes of 1939 and
amendments thereto.

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

(SEAL)

Jefferson, this 2nd day of May, A. D. 1944

Dwight H. Brown

Secretary of State.

Aug. E. Brown

Chief Clerk.

60007 1/2

AMENDMENT TO THE ARTICLES OF INCORPORATION OF
CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

STATE OF MISSOURI }
COUNTY OF CALLAWAY } SS

KNOW ALL MEN BY THESE PRESENTS:

That I, Riley A. Davis, President of Callaway County Electrical
Cooperative Association (hereinafter called the "Cooperative") do
hereby certify:

That at a special meeting of the stockholders of the Coopera-
tive called for that purpose and duly held on the 27th day of
March, 1944, in Fulton, County of Callaway, State of Missouri, in
conformity with the Constitution and laws of the State of Missouri
the following amendment was duly adopted:

RESOLVED, that Article VII of the Articles
of Incorporation be repealed in its entirety.

IN WITNESS WHEREOF I hereunto subscribe my name this 27th day
of March, 1944.

Riley A. Davis ✓
President

(Corporate Seal)

Attest:

W. A. Gibson ✓
Secretary

STATE OF MISSOURI }
COUNTY OF CALLAWAY } SS

On this 27th day of March, 1944, before me personally appeared
Riley A. Davis, to me known to be the person described in and who
executed the foregoing instrument and acknowledged that he executed
the same as his free act and deed as chairman of said meeting and
that the facts above stated are true.

In testimony whereof I have hereunto set my hand and affixed
my official seal the day and year first above written.

W. A. Gibson ✓
Notary Public

(Seal)

My commission expires 6-9-47.

INDEXED
Cable Returned for file
11395

60007 1/2

FILED and CERTIFICATE
IS SAID

MAY 2 1944

Clayton H. Brown
Recorder of Deeds

Filed for record this 20th day of April A. D. 1944
at 13 o'clock 30 minutes P. M.
By John Lee Seely
RECORDER OF DEEDS
Deputy

mail stored & stored
a.w. Del. etc.

STATE OF MISSOURI }
County of Callaway } IN THE RECORDER'S OFFICE
I, John Lee Seely
Recorder of Deeds in and for said County, do hereby certify that
this instrument of writing was filed for record in my office on the
20th day of April A. D. 1944, at 3
o'clock and 30 minutes P. M., and that said John Lee Seely has been duly
recorded in my office in Record Book 180 at 338
IN TESTIMONY WHEREOF, I have, hereunto set my
hand and affixed my official seal at my office in Fulton, Mo.
this 24th day of April A. D. 1944
John Lee Seely Recorder of Deeds

STATE OF MISSOURI
CONVERSION
CERTIFICATE OF ~~AMENDMENT~~



To All to Whom These Presents Shall Come:

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

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of _____
articles
State its affidavit of Conversion into a cooperative, non-profit, membership

corporation pursuant to the Rural Electric Cooperative
Act, Mo. Rev. Statutes, 1939, Secs. 5386 et seq.

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

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

(SEAL)

Jefferson, this 3rd day of June, A. D. 1946

Wilson Bell

Secretary of State.

R. A. H. H. H.

Chief Clerk.

STATE OF MISSOURI
CONVERSION
CERTIFICATE OF AMENDMENT



To All to Whom These Presents Shall Come:

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

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of State its ~~affidavit~~ ^{articles} of conversion under the Rural Electric Cooperative Act,

Mo. Rev. Statutes 1939, Secs. 5386 et seq. changing its name to

CALLAWAY ELECTRIC COOPERATIVE

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

conversion of corporations under the Rural Electric Cooperative Act.

~~of corporations organized under The General and Business Corporation Act of Missouri.~~

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

(SEAL)

Jefferson, this 3rd day of June, A. D. 1946

Wilson Bell

Secretary of State.

V. G. Nunn

Chief Clerk.

ARTICLES OF CONVERSION

of

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

executed pursuant to the
Rural Electric Cooperative
Act, Mo. Rev. Stat. (1939),
Sections 5386 et seq.

Callaway County Electrical Cooperative Association, for the purpose of becoming converted into a cooperative, non-profit, membership corporation pursuant to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386 et seq., hereby certifies and states as follows:

FIRST: The name of the Corporation prior to its conversion into a cooperative is Callaway County Electrical Cooperative Association.

SECOND: The address of the principal office of the Corporation is Fulton, Callaway County, Missouri.

THIRD: The articles of incorporation of the Corporation were filed in the office of the Secretary of State on October 10, 1936.

FOURTH: The Corporation was organized as a cooperative association under Mo. Rev. Stat. (1939), Sections 14406, et seq.

FIFTH: The name assumed by the Corporation is Callaway Electric Cooperative.

SIXTH: The Corporation elects to become a cooperative, non-profit, membership corporation subject to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386, et seq.

SEVENTH: The manner and basis of converting shares of stock of the Corporation into memberships in the converted corporation after completion of the conversion shall be as follows: Each stockholder of the Corporation shall automatically, upon completion of the conversion, become a member in the converted corporation.

EIGHTH: The board of directors of the Corporation shall constitute the board of directors of the converted corporation and shall hold office until the next following annual meeting of the

members or until their successors shall have been elected and shall have qualified. The names and addresses of the directors are as follows:

<u>Name</u>	<u>Address</u>
Riley A. Davis	Readsville, Missouri
O. E. Lichte	New Florence, Missouri
D. N. Lynes	Guthrie, Missouri
F. M. Hafner	Tebbetts, Missouri
M. A. Gibson	Portland, Missouri
J. Leonard Wade	Fulton, Missouri
W. S. Armstrong	Shamrock, Missouri
C. M. Brown	Auxvasse, Missouri

NINTH: New bylaws for the converted corporation shall be adopted in the first instance by its board of directors. Thereafter, bylaws shall be adopted, amended or repealed by the members.

IN WITNESS WHEREOF, Callaway County Electrical Cooperative Association has caused these articles of conversion to be executed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, this 1st day of June, 1946.

CALLAWAY COUNTY ELECTRICAL COOPERATIVE ASSOCIATION

By Riley A. Davis
President

(Corporate Seal)

Attest:

M. A. Gibson
Secretary

STATE OF MISSOURI)
COUNTY OF CALLAWAY) SS

On this 1st day of June, 1946, before me appeared Riley A. Davis, to me personally known, who, being by me duly sworn, did say that he is the President of the Callaway County Electrical

Cooperative Association and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its stockholders and board of directors, and said Riley A. Davis acknowledged said instrument to be the free act and deed of said corporation.

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

James J. Horning
Notary Public

(Seal)

My commission expires *Feb 28, 1950.*

AFFIDAVIT OF COMPLIANCE WITH SECTION 16
OF THE RURAL ELECTRIC COOPERATIVE ACT

STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this 1st day of June, 1946, before me appeared Riley A. Davis, to me personally known, who, being by me duly sworn did say that he is President of Callaway County Electrical Cooperative Association and that the provisions of Section 16 of the Rural Electric Cooperative Act, Laws of Missouri (1939), /Section 5402 of Mo. Rev. Stat. (1939) / with respect to the approval of the directors and the stockholders of the Corporation of the proposition for the conversion of the Corporation into a cooperative pursuant to said Section 16, and with respect to the approval of the directors and the stockholders of the Corporation of the foregoing articles of conversion, were duly complied with.

Riley A. Davis
President

Subscribed and sworn to before me
this 1st day of June, 1946.

Lucius Hornung
Notary Public

(Notarial Seal)

My commission expires Feb 28, 1950.

**FILED and CERTIFICATE
ISSUED**

JUN 3 1946

William Bee
Secretary of State



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Amendment

I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that

CALLAWAY ELECTRIC COOPERATIVE

a corporation organized under the Laws of Missouri, has delivered to me and that I have filed its Certificate of Amendment of its Articles of Incorporation; that said Corporation has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation and that said Articles are amended in accordance therewith.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Missouri, at the City of Jefferson, this 18th day of April, A.D. 19 84.

James C. Kirkpatrick
Secretary of State

Deputy Secretary of State

RECEIVED OF: **CALLAWAY ELECTRIC COOPERATIVE**
ONE DOLLAR-----Dollars, \$ 1.00

For Credit of General Revenue Fund, on Account of Amendment Fee.

Dorothy Mae Miller
Deputy Collector of Revenue

AMENDMENT OF ARTICLES OF INCORPORATION OF CALLAWAY ELECTRIC COOPERATIVE
EXECUTED AND SUBMITTED PURSUANT TO THE PROVISIONS OF CHAPTER
394.090 REVISED STATUTES OF MISSOURI 1978

Pursuant to the provisions of The Rural Electric Cooperative Law of Missouri, Chapter 394.090 Revised Statutes of Missouri, 1978 the undersigned corporation certifies as follows:

1. The name of the corporation is CALLAWAY ELECTRIC COOPERATIVE.
2. The address of its principal office is 911 Highway 54 South, Fulton Missouri.
3. It was originally incorporated under the name of Callaway County Electrical Cooperative Association pursuant to Article 29, Chapter 87, Revised Statutes of Missouri 1929.

Its original articles of incorporation were filed in the Office of Secretary of State on October 10, 1936.

4. On June 3, 1946 it converted to The Rural Electric Cooperative Law, now Chapter 394 Revised Statutes of Missouri 1978 and the Secretary of State issued a Certificate of Conversion on June 3, 1946.

5. A proposed amendment to the articles on incorporation was submitted to and approved by its Board of Directors. The proposed amendment was then properly submitted to a meeting of the members duly called and held on the 18th day of February, 1984, and was approved by the members by more than a two-thirds vote of the members voting thereon at such meeting.

6. The amendment to its articles of incorporation duly adopted consists of a new article to be known as Article X and is as follows:

"Article X. This corporation shall have perpetual existence".

IN WITNESS WHEREOF the undersigned, President of Callaway Electric Cooperative has executed this instrument and its secretary has affixed its corporate seal hereto and attested said seal on the 20 day of March, 1984.

CALLAWAY ELECTRIC COOPERATIVE

(SEAL)

Attest:

BY

President

Fred H. Luekey

Raymond Polkernick
Secretary

AFFIDAVIT OF COMPLIANCE WITH PROVISIONS CONTAINED IN CHAPTER 394.090
RSMo. 1978 RELATING TO AMENDING ARTICLES OF INCORPORATION
OF RURAL ELECTRIC COOPERATIVE CORPORATIONS

On this 20 day of March, 1984, before me a Notary Public personally
appeared Frederick H. Luekey, who being duly sworn, did say he is President of
Callaway Electric Cooperative, that he is familiar with the provisions of
Chapter 394.090 relating to the amendment of Articles of Incorporation of rural
electric cooperatives and that each provision thereof was duly complied with by
said rural electric cooperative.

Frederick H. Luekey
Frederick H. Luekey

Subscribed and sworn to before me this 20 day of March, 1984.

(SEAL)

Ronda M. Groner
Notary Public

My commission expires: March 31, 1986

NOTARY PUBLIC
STATE OF MISSOURI
RONDA M. GRONER
MY COMMISSION EXPIRES
MARCH 31, 1986

NOTAR:
STATE OF
RONDA M. GRONER
MY COMMISSION EXPIRES
MARCH 31, 1986

FILED AND CERTIFICATE
ISSUED

APR 18 1984

James E. [Signature]
Commissioner, SECRETARY OF STATE



State of Missouri
Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, Mo. 65102
Corporation Division

Check
801211

Certificate of Change of Registered Agent and
Registered Office

by a Foreign or Domestic Nonprofit Corporation

RECEIVED

APR 02 1996

Instructions

1. There is a \$10.00 fee for filing this statement. It must be filed in DUPLICATE.
2. P.O. Box may only be used in conjunction with Street, Route or Highway.
3. Agent and address must be in the state of Missouri.

RECEIVED

MAR 25 1996

Rebecca McDowell Cook
SECRETARY OF STATE

Charter No. Q 60007B

The undersigned corporation, organized and existing under the laws of the State of Missouri
for the purpose of changing its registered agent and its registered office, or both, in Missouri, represents that:

- (1) The name of the corporation is Callaway Electric Co-operative
- (2) The address, including street and number, of its present registered office (before change) is:
911 South Highway 54 Fulton, MO 65251
- (3) The address, including street and number, of its registered office is hereby changed to:
503 Truman Road P O Box 250 Fulton MO 65251
- (4) The name of its present registered agent (before change) is Walter E. Oestreich
- (5) The name of the new registered agent is Thomas W. Howard
Authorized signature of new registered agent Thomas W. Howard
- (6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.
- (7) The effective date of this document is the date it is filed by the Secretary of State of Missouri,
unless you indicate a future date, as follows: May 1, 1996
(Date may not be more than 90 days after the filing date in this office)

In affirmation of the facts stated above

Calvin Stock
(Authorized signature of officer or chairman of the board)

President
(Title)

FILED

5/10/96
(Date of signature)

APR 02 1996

MAR 28 1996

Rebecca McDowell Cook
SECRETARY OF STATE

EXHIBIT 6
TAX IMPACT STATEMENT

UNION ELECTRIC COMPANY
DISTRIBUTABLE VALUE FOR UE & CALLAWAY REC

11/15/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	AUDRAIN CO-OP ASSMT. LOST (C) (B*RATE/MI)	CO-OP ASSMT. GAINED (D) (F*RATE/MI)	NET CO-OP ASSMT. CHANGE (E) (D-C)	U.E. MILES TRADED (F)	U.E. ASSESSMENT LOST \$32,124.25 (G) (F*RATE/MI)	U.E. ASSESSMENT GAINED \$32,124.25 (H) (B*RATE/MI)	NET U.E. ASSESSMENT CHANGE (I) (H-G)	NET ASSESSMENT CHANGE (J) (E+I)	2000 TAX RATE (K)	CHANGE IN TAXES (L) (K*J)	LOC.ASS'D SCHOOL CHANGE IN TAXES (M) (K*J)
AUDRAIN	STATE	3.59	\$3,174	\$0	(\$3,174)	0.00	\$0	\$115,326	\$115,326	\$112,152	\$0.0300	\$34	\$
	COUNTY	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.1500	168	
	SCHOOL DISTRICTS												
	MEXICO #59 S.D.	3.59	3,174	0	(3,174)	0.00				(3,174)	3.2500		(103) *
	AVERAGE SCHOOL RATE(3.40111)						0	115,326	115,326	115,326	3.4011	3,922	
	SUB TOTAL ALL SCHOOL DIST.	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152		3,922	(103)
	CITY OF BENTON	0.00	0	0	0	0.00	0	0	0	0	0.3809	0	
	CITY OF FARBER	0.00	0	0	0	0.00	0	0	0	0	0.9400	0	
	CITY OF LADDONIA	0.00	0	0	0	0.00	0	0	0	0	0.9400	0	
	CITY OF MARTINSBURG	0.00	0	0	0	0.00	0	0	0	0	0.4949	0	
	CITY OF MEXICO	0.00	0	0	0	0.00	0	0	0	0	0.7300	0	
	CITY OF RUSH HILL	0.00	0	0	0	0.00	0	0	0	0	0.3759	0	
	CITY OF VANDALIA	0.00	0	0	0	0.00	0	0	0	0	0.8600	0	
	CITY OF VANDIVER VILLAGE	0.00	0	0	0	0.00	0	0	0	0	0.2900	0	
	COUNTY HOSPITAL	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.1700	191	
	COUNTY LIBRARY	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.2000	224	
	LITTLE DIXIE FIRE PROT. DIST.	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.3500	393	
	MARTINSBURG AREA FIRE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2000	0	
	SHELTERED WORKSHOP	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.2000	224	
	TRI-COUNTY NURSING HOME DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2500	0	
	VAN-FAR AMBULANCE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.3000	0	
	COMMON ROAD DIST. #1	3.59	3,174	0	(3,174)	0.00	0	115,326	115,326	112,152	0.6200	695	
	LADDONIA SPECIAL ROAD DIST.	0.00	0	0	0	0.00	0	0	0	0	0.6200	0	
	SALING SPECIAL ROAD DIST. #2	0.00	0	0	0	0.00	0	0	0	0	0.6200	0	
	MEXICO SPECIAL ROAD DIST. #13	0.00	0	0	0	0.00	0	0	0	0	0.2700	0	
	VANDALIA SPECIAL ROAD DIST.	0.00	0	0	0	0.00	0	0	0	0	0.6200	0	

* ADJUSTMENT REQUIRED FOR SHARE OF \$3,922 DISTRIBUTABLE TAXES

UNION ELECTRIC COMPANY
DISTRIBUTABLE VALUE FOR UE & CALLAWAY REC

11/15/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CALLAWAY CO-OP ASSMT. LOST (C) (B*RATE/MI)	CO-OP ASSMT. GAINED (D) (F*RATE/MI)	NET CO-OP ASSMT. CHANGE (E) (D-C)	U.E. MILES TRADED (F)	U.E. ASSESSMENT LOST (G) (F*RATE/MI)	U.E. ASSESSMENT GAINED (H) (B*RATE/MI)	NET U.E. ASSESSMENT CHANGE (I) (H-G)	NET ASSESSMENT CHANGE (J) (E+I)	2001 TAX RATE (K)	CHANGE IN TAXES (L) (K*J)	LOC.ASS'D SCHOOL CHANGE IN TAXES (M) (K*J)
CALLAWAY	STATE	42.35	\$56,918	\$99,725	\$42,806	74.20	\$2,383,619	\$1,360,462	(\$1,023,157)	(\$980,351)	\$0.0300	(\$294)	\$
	COUNTY	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)	0.3100	(3,039)	
	SCHOOL DISTRICTS												
	SOUTH CALLAWAY COUNTY R-2 S.D.	0.00	0	42,255	42,255	31.44				42,255	2.5000		1,056 *
	FULTON 58 S.D.	0.00	0	11,747	11,747	8.74				11,747	3.7483		440 *
	JEFFERSON CITY S.D.	41.88	56,287	0	(56,287)	0.00				(56,287)	3.1700		(1,784) *
	NEW BLOOMFIELD R-3 S.D.	0.47	632	7,096	6,465	5.28				6,465	4.0400		261 *
	NORTH CALLAWAY COUNTY R-1 S.D.	0.00	0	38,627	38,627	28.74				38,627	3.3100		1,279 *
	AVERAGE SCHOOL RATE(3.4071)						2,383,619	1,360,462	(1,023,157)	(1,023,157)	3.4071	(34,860)	
	SUB TOTAL ALL SCHOOL DIST.	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)		(34,860)	1,252
	CITY OF AUXVASSE	0.00	0	0	0	0.00	0	0	0	0	0.8400	0	
	CITY OF HOLTS SUMMIT	1.00	1,344	0	(1,344)	0.00	0	32,124	32,124	30,780	0.0000	0	
	JEFFERSON CITY	0.00	0	0	0	0.00	0	0	0	0	0.7200	0	
	KINGDOM CITY	0.00	0	0	0	0.00	0	0	0	0	0.2058	0	
	LAKE MYKEE	0.00	0	0	0	0.00	0	0	0	0	0.5003	0	
	MOKANE	0.00	0	5,403	5,403	4.02	129,139	0	(129,139)	(123,737)	0.6000	(742)	
	NEW BLOOMFIELD	0.00	0	0	0	0.00	0	0	0	0	1.0600	0	
	CENTRAL CALLAWAY FIRE PROT. DIST.	0.00	0	25,415	25,415	18.91	607,470	0	(607,470)	(582,055)	0.4400	(2,561)	
	COUNTY AMBULANCE DIST.	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)	0.1200	(1,176)	
	COUNTY LIBRARY DIST.	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)	0.2000	(1,961)	
	HOLTS SUMMIT FIRE PROT. DIST.	41.95	56,381	0	(56,381)	0.00	0	1,347,612	1,347,612	1,291,231	0.2600	3,357	
	MILLERSBURG FIRE PROT. DIST.	0.00	0	0	0	0.00	0	0	0	0	0.4600	0	
	NEW BLOOMFIELD FIRE PROT. DIST.	0.40	538	7,096	6,559	5.28	169,616	12,850	(156,766)	(150,208)	0.2831	(425)	
	NORTH CALLAWAY FIRE PROT. DIST.	0.00	0	38,627	38,627	28.74	923,251	0	(923,251)	(884,624)	0.2706	(2,394)	
	SHELTERED WORKSHOP	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)	0.1000	(980)	
	SOUTH CALLAWAY FIRE DIST.	0.00	0	28,587	28,587	21.27	683,283	0	(683,283)	(654,696)	0.1000	(655)	
	COUNTY ROAD AND BRIDGE DIST.	42.35	56,918	99,725	42,806	74.20	2,383,619	1,360,462	(1,023,157)	(980,351)	0.2400	(2,353)	

UNION ELECTRIC COMPANY
DISTRIBUTABLE VALUE FOR UE & CALLAWAY REC

11/15/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CO-OP ASSMT. LOST (C) (B*RATE/MI)	CO-OP ASSMT. GAINED (D) (F*RATE/MI)	NET CO-OP ASSMT. CHANGE (E) (D-C)	U.E. MILES TRADED (F)	U.E. ASSESSMENT LOST \$32,124.25 (G) (F*RATE/MI)	U.E. ASSESSMENT GAINED \$32,124.25 (H) (B*RATE/MI)	NET U.E. ASSESSMENT CHANGE (I) (H-G)	NET ASSESSMENT CHANGE (J) (E+I)	2001 TAX RATE (K)	CHANGE IN TAXES (L) (K*J)	LOC.ASS'D SCHOOL CHANGE IN TAXES (M) (K*J)
MONTGOMERY	STATE	12.73	\$13,010	\$0	(\$13,010)	0.00	\$0	\$408,942	\$408,942	\$395,932	\$0.0300	\$119	\$
	COUNTY	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.2651	1,050	
	SCHOOL DISTRICTS												
	MONTGOMERY COUNTY R-2 S.D.	12.73	13,010	0	(13,010)	0.00				(13,010)	3.3458		(435)
	AVERAGE SCHOOL RATE(3.6374)						0	408,942	408,942	408,942	3.6374	14,875	
	SUB TOTAL ALL SCHOOL DIST.	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932		14,875	(435)
	CITY OF BELLFLOWER	0.00	0	0	0	0.00	0	0	0	0	0.7809	0	
	CITY OF HIGH HILL	0.00	0	0	0	0.00	0	0	0	0	0.3700	0	
	CITY OF JONESBURG	0.00	0	0	0	0.00	0	0	0	0	0.8329	0	
	CITY OF MCKITTRICK	0.00	0	0	0	0.00	0	0	0	0	0.5647	0	
	CITY OF MIDDLETOWN	0.00	0	0	0	0.00	0	0	0	0	0.7867	0	
	MONTGOMERY CITY	0.00	0	0	0	0.00	0	0	0	0	0.7985	0	
	NEW FLORENCE	0.00	0	0	0	0.00	0	0	0	0	0.7000	0	
	RHINELAND	0.00	0	0	0	0.00	0	0	0	0	0.8600	0	
	WELLSVILLE	0.00	0	0	0	0.00	0	0	0	0	0.9300	0	
	COUNTY AMBULANCE DISTRICT	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.2476	980	
	COUNTY HEALTH CENTER	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.1478	585	
	HERMANN AREA AMBULANCE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2930	0	
	JONESBURG-HIGH HILL FIRE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2500	0	
	MARTINSBURG AREA FIRE PROT. DIST	0.00	0	0	0	0.00	0	0	0	0	0.1992	0	
	NEW FLORENCE FIRE DIST.	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.3300	1,307	
	SHELTERED WORKSHOP	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.0985	390	
	BELLFLOWER FIRE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2500	0	
	BIG SPRINGS FIRE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.0000	0	
	HERMANN AREA HOSPITAL DIST.	0.00	0	0	0	0.00	0	0	0	0	0.7266	0	
	MONTGOMERY FIRE DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2579	0	
	CONSOLIDATED ROAD DIST. #1	12.73	13,010	0	(13,010)	0.00	0	408,942	408,942	395,932	0.2964	1,174	
	RHINELAND SPECIAL ROAD DIST.	0.00	0	0	0	0.00	0	0	0	0	0.2264	0	
	WELLSVILLE SPECIAL ROAD DIST.	0.00	0	0	0	0.00	0	0	0	0	0.1997	0	

* ADJUSTMENT REQUIRED FOR SHARE OF \$14,875 DISTRIBUTABLE TAXES

EXHIBIT 7

ADDITIONS TO UNION ELECTRIC SERVICE TERRITORY

To be late filed.

EXHIBIT 8

AMERENUE COUNTY FRANCHISES FOR AUDRAIN AND CALLAWAY COUNTIES

EXHIBIT 3

November
December Term, 1964

STATE OF MISSOURI)
 SS
COUNTY OF AUDRAIN)

In the County Court of Audrain County, on the 29th day of December, 1964, comes Union Electric Company, a Missouri corporation, and presents its petition praying for an order of this court, granting to it, said Union Electric Company, a permit or franchise to erect, construct, operate and maintain an electric transmission line or lines or poles, towers, conduits, wires, and other apparatus incident thereto, for the purpose of transmitting electric energy, upon, along, under, across and over the public roads, highways and public places, including the streets, alleys and public places of unincorporated villages and towns in Audrain County, State of Missouri, the same having been heard and considered by the court, it is ordered by the County Court of Audrain County, State of Missouri, as follows:

(1) That the right, permission, authority and franchise is hereby granted to and duly vested in said Union Electric Company, its successors, licensees and assigns, to erect, construct, operate and maintain an electric transmission line or lines consisting of poles, towers, conduits, wires, and other apparatus incident thereto, upon, along, under, across and over the public roads, highways and public places, including the streets, alleys and public places of unincorporated villages and towns in Audrain County, Missouri, for the purposes of transmitting electric energy for any and all purposes for which electricity may be required or used.

(2) That, in the erection, construction, operation and maintenance of said electric transmission line or lines, no poles or towers be installed, no wires or conductors be suspended, and no conduits be laid so as to, in any manner, interfere with the ordinary traffic and public use of the public roads and highways of this County.

R. B. W. S. S. S.
Presiding Judge

STATE OF MISSOURI)
 SS
COUNTY OF AUDRAIN)

I, Glenn M. Barnes, Clerk of the County
Court, in and for Audrain County, Missouri, hereby certify that the above
and foregoing is a true copy of the proceedings of the County Court of
Audrain County on the 29th day of December, 1964, as the same
appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of said County at my office in Marion, Missouri, this
29th day of December, 1964.

Glenn M. Barnes
Clerk of County Court

STATE OF MISSOURI)
 SS
COUNTY OF AUDRAIN)

IN THE COUNTY COURT OF AUDRAIN COUNTY, MISSOURI
TERM 1964

In the matter of Union Electric Company,)
a petition for an electric permit or)
franchise

PETITION

Comes now Union Electric Company, Petitioner herein, a Missouri corporation, and respectfully petitions the Honorable Court to grant to Petitioner permission and franchise to construct, operate and maintain electric transmission lines in Audrain County, Missouri.

In support of this Petition, Petitioner respectfully shows and states:

1. That it is a public utility corporation organized and existing under the laws of the State of Missouri and that it is now, and for many years has been, engaged in the business of generating, transmitting, distributing and selling electric energy as a public utility in diverse counties and cities in the States of Missouri, Illinois and Iowa.

2. That it is necessary that Petitioner construct, operate and maintain electric transmission lines in Audrain County, Missouri, for the purpose of transmitting electric energy for any and all purposes for which electricity may be required or used.

WHEREFORE, Petitioner respectfully prays that the Honorable County Court issue an order granting to Petitioner a permit or franchise to erect, construct, operate and maintain an electric transmission line or

lines of poles, towers, conduits, wires and other apparatus incident thereto, upon, along, under, across and over the public roads, highways and public places, including the streets, alleys and public places of unincorporated villages and towns in Audrain County, Missouri, for the purpose of transmitting electric energy for any and all purposes for which said electric energy may be required or used.

ATTEST:

P. T. Murray
Assistant Secretary

UNION ELECTRIC COMPANY

By

G. W. Williams

Vice President

November Adj. Term, 1963

STATE OF MISSOURI)
)SS
COUNTY OF CALLAWAY)

In the County Court of Callaway County, on the 5th
day of December, 1963, comes Union Electric Company, a
Missouri corporation, and presents its petition praying for an order of
this court, granting to it, said Union Electric Company, a permit or
franchise to erect, construct, operate and maintain an electric
transmission line or lines of poles, towers, conduits, wires, and
other apparatus incident thereto, for the purpose of transmitting electric
energy, upon, along, under, across and over the public roads, highways
and public places, including the streets, alleys and public places of
unincorporated villages and towns in Callaway County, State of Missouri,
the same having been heard and considered by the court, it is ordered
by the County Court of Callaway County, State of Missouri, as follows:

(1) That the right, permission, authority and franchise is
hereby granted to and duly vested in said Union Electric
Company, its successors, licensees and assigns, to erect,
construct, operate and maintain an electric transmission
line or lines consisting of poles, towers, conduits, wires,
and other apparatus incident thereto, upon, along, under
across and over the public roads, highways and public
places, including the streets, alleys and public places
of unincorporated villages and towns in Callaway County,
Missouri, for the purpose of transmitting electric energy
for any and all purposes for which electricity may be
required or used.

(2) That, in the erection, construction, operation and
maintenance of said electric transmission line or lines,
no poles or towers be installed, no wires or conductors
be suspended, and no conduits be laid so as to, in any
manner, interfere with the ordinary traffic and public
use of the public roads and highways of this County.

Ray H. Henshaw
Presiding Judge

Exhibit No. 45
Date _____ Case No. _____
Reporter _____

STATE OF MISSOURI)
) SS
COUNTY OF CALLAWAY)

I, Carl E. Davis, Clerk of the
County Court, in and for Callaway County, Missouri, hereby certify
that the above and foregoing is a true copy of the proceedings of
the County Court of Callaway County on the 5th day of
December, 1963, as the same appears of record in my
office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Fulton,
Missouri, this 5th day of December, 1963.

Carl E. Davis
Clerk of County Court

EXHIBIT 9

UNION ELECTRIC COMPANY'S ILLUSTRATIVE TARIFFS

To be late filed

EXHIBIT 10

CUSTOMER NOTIFICATION LETTERS

AmerenUE
Little Dixie District/Green Hills District

PO Box 38
Mexico, MO 65265
1.800.552.7583
1.573.473.5023 fax

November 9, 2001

Dear AmerenUE Customer:

AmerenUE and Callaway Electric Cooperative are considering agreements to exchange some electric distribution facilities and to define exclusive service areas. AmerenUE and Callaway Electric Cooperative believe that these agreements would enable both utilities to operate more efficiently by eliminating costly duplication of service, help to keep rates down, improve service, and provide for orderly growth in the area. The agreements will also enhance public safety, resulting in less confusion for fire, ambulance, and law enforcement officials.



We are considering an agreement that would transfer to Callaway Electric Cooperative approximately 750 homes and businesses now served by AmerenUE in return for approximately 600 Callaway Electric Cooperative members. You have an account in an area where electric service would switch from AmerenUE to Callaway Electric Cooperative. The agreements are subject to review and approval of the Missouri Public Service Commission before becoming effective. Prior to entering into the agreement, we wish to obtain your thoughts.

Enclosed is a pamphlet providing information about Callaway Electric Cooperative and answering some of the questions you might have. To obtain your thoughts and answer your questions, representatives of both AmerenUE and Callaway Electric Cooperative will be available at the following locations:

Tues., Nov. 27, 3-7 p.m. at Callaway Electric Cooperative Community Room
503 Truman Road, Fulton, Mo.

Thurs., Nov. 29, 5-7 p.m. at Montgomery R-II High School, 394 HWY 19 North
Montgomery City, Mo.

If you have questions and are unable to attend one of these sessions, you may call or write as follows:

AmerenUE
P. O. Box 38
Mexico, MO 65265
(573) 876-3041

Callaway Electric Cooperative
P. O. Box 250
Fulton, Mo. 65251
(573) 642-3326 or 1-888-642-4840

We hope to see you at one of the sessions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald W. Loesch".
RONALD W. LOESCH
Manager
AmerenUE

A handwritten signature in black ink, appearing to read "Thomas W. Howard".
THOMAS W. HOWARD
General Manager
Callaway Electric Cooperative

AmerenUE offers 16 **Energy Plus** services for customers with special needs, such as Braille or large print bills for customers with vision problems and Telephone Device for the Deaf (TDD) for persons with hearing difficulties. And with the **Customer's Choice** payment plans, you can pay your AmerenUE bills automatically — without using checks, envelopes or stamps, or visiting an AmerenUE paystation.

Customer surveys consistently show a high degree of satisfaction with AmerenUE service. For example, in 2000, 85% of customers surveyed gave AmerenUE a "favorable" to "very favorable" rating.

AMERENUE FACTS AND FIGURES

AmerenUE is a subsidiary of St. Louis-based Ameren Corporation — formed by the 1997 merger of Union Electric Company and CIPSCO Incorporated, parent of Central Illinois Public Service Company. The name, Ameren, reflects the company's geographic roots and core business — *American Energy*. Ameren is an investor-owned company listed on the New York Stock Exchange (symbol AEE). Web site: www.ameren.com

- AmerenUE serves 1.2 million electric customers and 124,000 natural gas customers in a 24,500-square-mile area of Missouri and Illinois.
- Four coal-fired power plants produce 70% of AmerenUE's annual electric generation. Another 26% comes from the Callaway Nuclear Plant — which ranks as one of the best in the world in both safety and performance. The remaining 4% is produced at three hydroelectric plants, including Bagnell Dam at the Lake of the Ozarks.
- To help ensure reliability, the Ameren electric system has more than 30 direct connections with other power suppliers — making it the second "most-connected" energy company in the nation.
- AmerenUE is a leader in implementing new technologies to improve customer service. For example, the company currently operates the largest automated metering network of its type in the world. This system not only reads meters automatically, but also signals AmerenUE if a customer loses power due to a storm or other problem.

For more information about the proposed territorial agreement, call AmerenUE at the following numbers:

Customers in the Holts Summit, New Bloomfield and Mokane areas call **(573) 681-7500**. Customers in other areas call **(573) 876-3041**.



AmerenUE & Callaway Electric Cooperative Territorial Agreement

**Answers
to your Questions**

AmerenUE and Callaway Electric Cooperative are discussing a proposed territorial agreement that would define service areas and exchange some facilities. The agreement, which would be subject to approval by the Missouri Public Service Commission (PSC), is aimed at enabling both utilities to operate more efficiently — improving service and helping to keep rates down.

Under the proposal, some customers now served by AmerenUE would be served by Callaway Electric, and some Callaway Electric customers would become customers of AmerenUE. Since you are in one of the areas that would switch to AmerenUE service, we have prepared this pamphlet to provide information about AmerenUE and answer questions you may have.

Q: What is a territorial agreement and why does AmerenUE and Callaway Electric Cooperative feel one is needed?

A: Rural Electric Cooperatives were created to bring electric service to rural areas, while investor-owned utilities like AmerenUE have primarily served cities and towns. However, as Missouri has become increasingly urbanized, cooperatives and investor-owned utilities now find themselves serving many of the same areas. This causes wasteful duplication of power lines and other facilities, which results in higher costs for everyone. To help remedy the situation, Missouri Law enables investor-owned companies, cooperatives, and municipal utilities to establish *territorial* agreements, which define the areas each will serve.

Q: Wouldn't it be better to have multiple suppliers, so residents and businesses could pick the one with the best rates or best service?

A: While in most businesses a "monopoly" is bad for consumers, in the electric utility industry having multiple distribution suppliers results in costly duplication of facilities — and higher costs.

Q: How do the rates of the two electricity suppliers compare?

A: Listed below are the two utilities' rates for residential customers:

AmerenUE (June-September):

Monthly customer charge	\$7.25
+Energy charge (per kWh)	8.130 cents

AmerenUE (October-May):

Monthly customer charge	\$7.25
+Energy charge (per kWh)	
First 750 kWh/month	5.770 cents
Over 750 kWh/month	3.891 cents

Callaway Electric Cooperative:

Monthly service charge	\$15.00
+Energy charge (per kWh)	
First 750 kWh/month	6.8 cents
751 - 2,000 kWh/month	5.7 cents
Over 2000 kWh/month	5.1 cents

Q: How do AmerenUE's rates compare with other utilities around the country?

A: AmerenUE's residential rates are about 15% less than the national average for investor-owned utilities and commercial rates are 20% below. AmerenUE has not had an electric rate increase since 1987.

Q: Is AmerenUE planning any rate increases in the near future?

A: No. In fact, AmerenUE has *reduced* rates four times since 1990 due to efficiency improvements and cost savings.

Q: How would switching to AmerenUE affect my service?

A: Customers should notice little, if any, difference in their basic service. However, as the largest electric utility in Missouri and third largest distributor of natural gas, AmerenUE has vast resources to help ensure quality service — especially in an emergency. For example, when a tornado ripped through downtown Moberly, July 4, 1995, knocking out power to most of the city, AmerenUE had 30 crews on the scene within hours to begin repairing the damage!

Q: What are some of the other benefits of having AmerenUE service?

A: Customers can call AmerenUE, toll-free, anytime day or night. Billing questions and routine business calls are handled from 6 a.m. to 10 p.m. weekdays and from 7 a.m. to 5 p.m. Saturdays. Emergency calls are handled 24 hours a day.

How do the rates of the two electricity suppliers compare?

Listed below are the two utilities' rates for residential customers:

AmerenUE (June-September):

Monthly customer charge\$5.75
Energy charge (per kWh)..... 8.271 cents

AmerenUE (October-May):

Monthly customer charge\$5.75
Energy charge (per kWh).....
First 750 kWh/mo 5.998 cents
Over 750 kWh/mo 3.965 cents

Callaway Electric Cooperative:

Monthly service charge\$15.00
Energy charge (per kWh)
First 750 kWh/mo 6.8 cents
751-2,000 kWh/mo 5.7 cents
Over 2,000 kWh/mo 5.1 cents

For more information about the proposed territorial agreement please feel free to contact one of the following people at Callaway Electric Cooperative:

Thomas Howard
Dennis Wease
Jerry Murphy
Lesa Akers
Paula Peeper
Stephanie Turner
Danny Rose
Jeff Warrington
Greg Salmons
Kim Thomas

In Closing

Callaway Electric Cooperative takes great pride in providing quality electric service at the lowest possible cost consistent with sound business practices, while operating under the seven cooperative principles:

- *Open membership*
- *Democratic member control*
- *Member economic participation*
- *Autonomy and independence*
- *Constant education*
- *Cooperation among cooperatives*
- *Concern for the communities*

A group of people in rural Callaway and Montgomery counties started this Cooperative with membership fees and Rural Electrification Administration funds in 1936. They started with a dream, vision and a lot of hard work. We feel today that this proposed agreement is another important step in what was started so many years ago.

Callaway Electric Cooperative & AmerenUE

Proposed Exchange Agreement



PO Box 250
503 Truman Road
Fulton, MO 65251

People Helping People Since 1936

About the Customer Exchange

Agreement

The customer exchange agreement is designed to allow utilities, such as AmerenUE and Callaway Electric Cooperative, to exchange customers for various reasons such as:

- Service reliability
- Safety issues
- Efficiency

After very careful study by both parties it has been determined that some AmerenUE customers would be better served by Callaway Electric Cooperative and some Callaway Electric Cooperative customers would be better served by AmerenUE.

The agreement is subject to approval by the Missouri Public Service Commission (PSC).

Since you are in one of the areas that would switch to Callaway Electric Cooperative we have prepared this pamphlet to provide information about Callaway Electric Cooperative and try to answer any questions you may have.

Q: What is a territorial agreement and why would AmerenUE and Callaway Electric Cooperative feel one is needed?

A: Rural Electric Cooperatives were created to bring electric service to rural areas, while investor – owned utilities like AmerenUE have primarily served cities and towns. However, as Missouri has become increasingly urbanized, cooperatives and investor – owned utilities now find themselves serving many of the same areas. This causes wasteful duplication of power lines and other facilities, concerns from emergency personnel when trying to identify who owns what facilities and many instances where one company's lines crosses over the top of the others. This is always a concern for those whose job it is to work on the power lines. To help remedy the situation, Missouri Law enables investor – owned companies, cooperatives

and municipal utilities to establish *territorial agreements*, which defines the areas each will serve.

Q: Wouldn't it be better to have multiple suppliers, so residents and business could pick the one with the best rates or service?

A: While in most businesses a "monopoly" is bad for customers, in the electric utility business having multiple distribution suppliers results in costly duplication of facilities and the safety concerns mentioned earlier.

Q: How would switching to Callaway Electric Cooperative affect my service?

A: Customers should notice little, if any, difference in their basic service. However, as a customer on the cooperative system you have the assurance that in the event of a major storm you are not alone. Callaway Electric Cooperative belongs to the Association of Missouri Electric Cooperatives (AMEC). In the unusual event that a local Cooperative requires additional resources they can draw from a pool of 40 local Cooperatives throughout the state that serve nearly 500,000 Missouri residents.

Q: Who Owns the Cooperative and How Does it Work?

A: The cooperative is a not for profit rural electric system that is owned by the members it serves and operates under the guidance of a board of directors elected by the membership. The board employs a manager to carry out its policies. A member with a concern can bring it to the attention of the CEO/General Manager in Fulton, or to any member of the Board of Directors.

Customers that are transferred from AmerenUE will become member/owners of Callaway Electric Cooperative. As a member, you

have a share in the margins remaining at the end of the year, called your Patronage Capital. After all expenses for furnishing your energy have been satisfied, money left over is set aside for you.

Patronage Capital is divided among all members, based on the amount of electricity the member/owner used that year. It is also the cooperative's equity, or working capital. It allows the cooperative to secure loans and maintain facilities and services. When the financial status of the Cooperative allows, the Board of Directors will authorize payment of a portion of the Patronage Capital. Presently all Patronage Capital earned through 1988 has been returned.

Q: What Kind of Response Can I Expect in Case of a Power Outage?

A: At Callaway Electric Cooperative, customer outage calls are handled locally, even if you call after normal working hours. Once we receive your call, assistance is sent as quickly as possible. Customer service is our top priority. We always have two linemen on standby, twenty-four hours a day, seven days a week, to insure we can provide needed assistance in a timely manner.

Q: What Type of Payment Plans Are Available?

A: *In person* - First, you can come by our office located at 503 Truman Road. Our lobby and drive – up window are open from 7:30 AM to 4:30 PM Monday thru Friday.

Automatic Payment Plan – This option offers you the convenience of having your payments automatically withdrawn from your personal checking or savings account.

Credit Card Payment Plan – This option offers you the convenience of being able to apply your payment to your MasterCard, Visa or Discover Card.

Budget Payment Plan – This option allows qualified customers to pay one steady amount for eleven months out of the year.

PLEASE NOTE

AmerenUE rates were printed incorrectly in the brochure. Listed below are the corrected rates. Callaway Electric Cooperative's rates remain the same as those printed in the enclosed brochure.

AmerenUE (June-September):

Monthly customer charge	\$7.25
Energy charge (per kWh)	8.130 cents

AmerenUE (October-May)

Monthly customer charge	\$7.25
Energy charge-First 750 kWh	5.770 cents
Over 750 kWh	3.891 cents

Callaway Electric Cooperative:

Monthly service charge	\$15.00
Energy charge (per kWh)	
First 750 kWh/mo	6.8 cents
751-2,000 kWh/mo	5.7 cents
Over 2,000 kWh/mo	5.1 cents

If you have any questions, feel free to contact Callaway Electric Cooperative's Business office at 573-642-3326 or 1-888-642-4840.

VERIFICATION

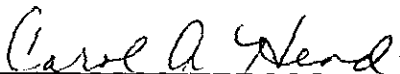
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 2nd day of March, 2002, I, William J. Carr, a Vice President of Union Electric Company d/b/a AmerenUE, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application*** of Union Electric Company and Callaway Electric Cooperative, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Union Electric Company d/b/a AmerenUE.

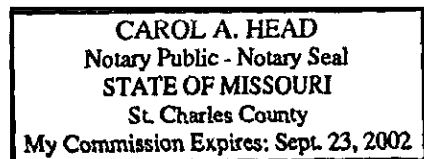


William J. Carr

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



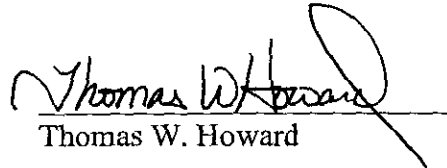
Notary Public



VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF CALLAWAY)

On this 22nd day of March, 2002, I, Thomas Howard, General Manager of Callaway Electric Cooperative, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application*** of Union Electric Company and Callaway Electric Cooperative, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Callaway Electric Cooperative.


Thomas W. Howard

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


Notary Public

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

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 25th day of March, 2002.

John Coffman

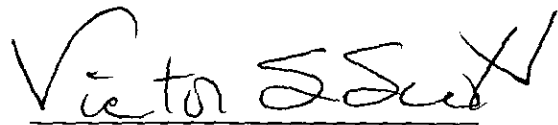
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Jim Ketter

Missouri Public Service Comm'n
Governor Office Building
200 Madison Street – Suite 100
Jefferson City, Missouri 65101

William B. Bobnar

Ameren Services Company
1901 Chouteau Avenue
P.O. Box 66149 (MC 1310)
St. Louis, MO 63166-6149

A handwritten signature in black ink, appearing to read "Victor S. Scott", written over a horizontal line.

Victor S. Scott

ATTACHMENTS TO AGREEMENT

EXHIBITS

- | | |
|------------------|---|
| Exhibit A | List of Structures and Customers to Be Transferred to Callaway Electric Cooperative |
| Exhibit B | List of Structures and Customers to Be Transferred to Union Electric Company |
| Exhibit C | Union Electric Company Facilities to Be Purchased by Callaway Electric Cooperative |
| Exhibit D | Union Electric Company Facilities <u>Not</u> to Be Purchased by Callaway Electric Cooperative |
| Exhibit E | Callaway Electric Cooperative Facilities to Be Purchased by Union Electric Company |
| Exhibit F | Callaway Electric Cooperative Facilities <u>Not</u> to Be Purchased by Union Electric Company |