

**AMENDMENT NO. 3
TO THE SERVICE AREA AGREEMENT
BETWEEN AMEREN ILLINOIS COMPANY AND SOUTHEASTERN ILLINOIS
ELECTRIC COOPERATIVE**

This Amendment No. 3 is entered into this 15th day of JUNE, 2016, between Ameren Illinois Company d/b/a Ameren Illinois (“Ameren Illinois”), an Illinois corporation, and SouthEastern Illinois Electric Cooperative, Inc. (“SEIEC”), an Illinois corporation (collectively referred to with Ameren Illinois as “the Parties”).

WHEREAS, on August 28, 1990, Central Illinois Public Service Company, now known as Ameren Illinois, and SEIEC entered into a Service Area Agreement (“SAA”) that was approved by the Illinois Commerce Commission (“Commission”) on November 1, 1990, in Docket No. 90-0333, and;

WHEREAS, Ameren Illinois and SEIEC had approved by the Commission in Docket No. 92-0214, an Amendment No. 1 to the SAA, and;

WHEREAS, Ameren Illinois and SEIEC had approved by the Commission in Docket No. 11-0411, an Amendment No. 2 to the SAA, and;

WHEREAS, the SAA and amendments thereto delineate certain territory to be served by each of Ameren Illinois and SEIEC, and;

WHEREAS, Ameren Illinois and SEIEC desire to revise portions of the territorial boundary lines and these revisions will constitute Amendment No. 3 to the SAA and;

WHEREAS, the terms of this Amendment No. 3 will not change the electric supplier of any existing customers within the current service area of either Ameren Illinois or SEIEC on the date this Amendment No. 3 is executed.

NOW THEREFORE, in consideration of the mutual covenants herein contained and contained in the SAA and amendments thereto, it is agreed by and between Ameren Illinois and SEIEC as follows:

1. SEIEC and Ameren Illinois agree to exchange certain lots within the Lake Moses subdivision. The existing boundary lines of Ameren Illinois and SEIEC will be altered in the Lake Moses subdivision, in Section 4 and Section 9, of Township 6 South, Range 3 East, Franklin County, Illinois, as more fully depicted and established in Exhibits 1 and 2 attached hereto.

2. The foregoing recitals are incorporated into this Amendment No. 3 to the SAA between the Parties;

3. Nothing in this Amendment No. 3 shall alter or otherwise change any other parts, paragraphs or sections of the SAA or previous amendments thereto, which shall be and remain in full force and effect.

4. This Amendment No. 3 shall be executed in two counterparts and each shall constitute an original.

5. The Parties agree that they shall jointly present this Amendment No. 3 to the Commission for approval pursuant to the terms of the Illinois Electric Supplier Act.

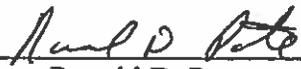
6. The obligations and rights of this Amendment No. 3 shall be binding upon and shall inure to the benefit of the assigns and successors of the Parties, upon approval by the Commission.

IN WITNESS WHEREOF, each Party has caused this Amendment No. 3 to the SAA between the Parties to be executed and its corporate seal to be affixed by its duly authorized officers as of the date hereof.

**SOUTHEASTERN ILLINOIS ELECTRIC
COOPERATIVE, INC.**

By: 
Dustin Tripp
President/CEO
585 Highway 142 South
P.O. Box 251
Eldorado, IL 62930-0251

**AMEREN ILLINOIS COMPANY d/b/a
Ameren Illinois**

By: 
Ronald D. Pate
Sr. VP Operations & Tech Serv.
Ameren Illinois
370 South Main Street
Decatur, IL 62523

STATE OF ILLINOIS)
) SS.
COUNTY OF SALINE)

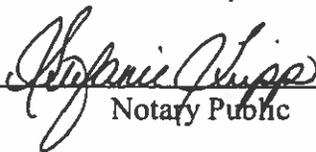
Dustin Tripp, as President/CEO of SouthEastern Illinois Electric Cooperative, Inc., and that I have read the foregoing Amendment No. 3 to the Service Area Agreement filed in the above cause and know the content thereof and the same is true to the best of my knowledge, information and belief.



Dustin Tripp

Subscribed and sworn to before me this 24th day of May, 2016.





Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

Ronald D. Pate, as Senior Vice President of Operations and Technical Services of Ameren Illinois Company d/b/a Ameren Illinois, and that I have read the foregoing Amendment No. 3 to the Service Area Agreement filed in the above cause and know the content thereof and the same is true to the best of my knowledge, information and belief.



Ronald D. Pate

Subscribed and sworn to before me this 15th day of June, 2016.





Notary Public



— EXISTING BOUNDARY
 — REVISED BOUNDARY

FRANKLIN COUNTY
 SECTIONS 4 & 9 T6S R3E

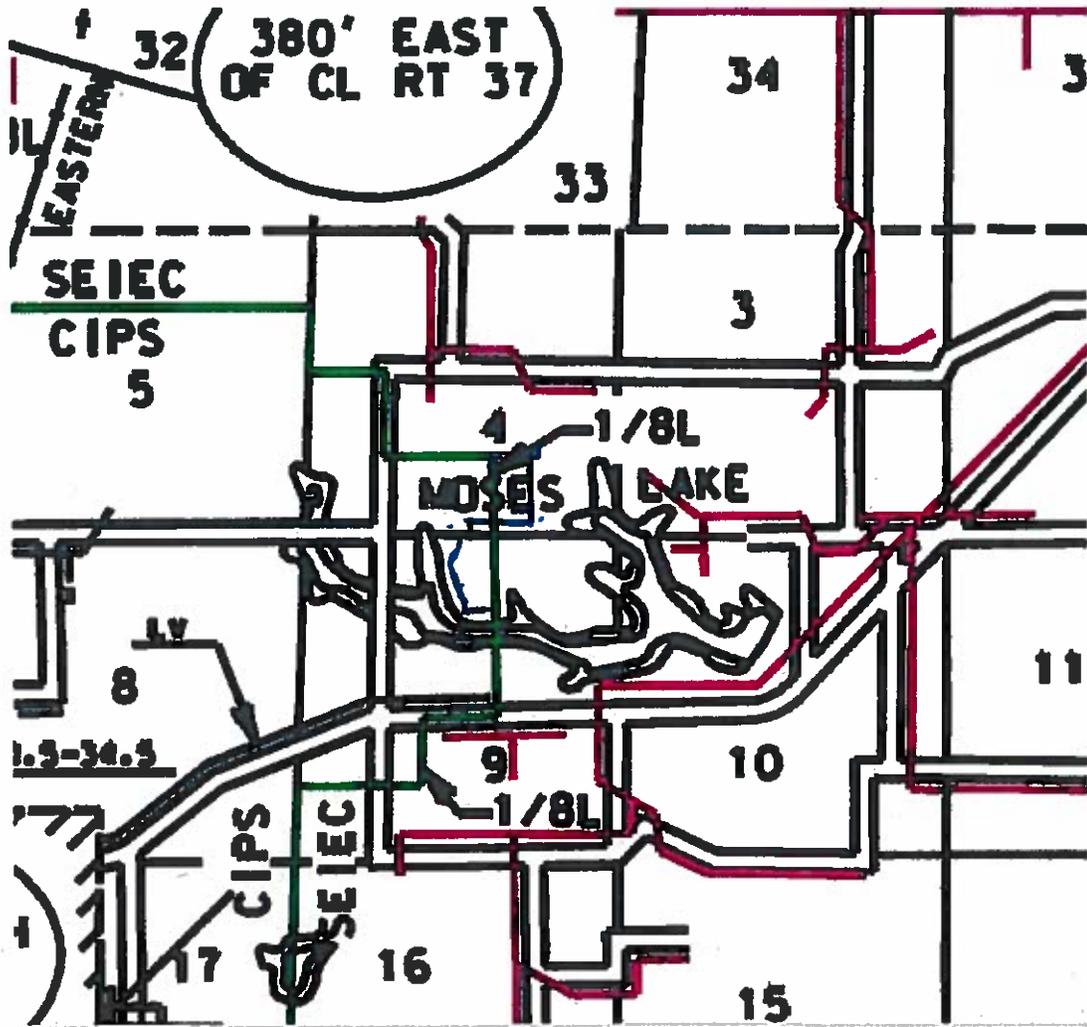
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**REVISED BOUNDARY,
 LAKE MOSES SUBDIVISION
 AMENDMENT 3 EXHIBIT 1
 SOUTHEASTERN ILLINOIS COOPERATIVE**

REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	DRF	JMM	DATE:	3-21-2016	SCALE:	NONE	REV
0	3-21-2016	JMM	INITIAL RELEASE	BTM	-	BTM	ENG	BTM	DRAWING NUMBER		E-M-51.5.12-4		0
							RVW	-					
							APPD	-					



-  Existing Boundary
-  Revised Boundary

Franklin County
T6S R3E Sections 4 & 9

EXHIBIT 2

REVISED BOUNDARY
LAKE MOSES SUBDIVISION
AMENDMENT 3 - AMEREN ILLINOIS AND SOUTHEASTERN ILLINOIS ELECTRIC
COOPERATIVE SERVICE AREA AGREEMENT

Drawing Number: K-002 Sheet 6 of 8; Franklin County, IL