

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

CITY OF WINCHESTER, MISSOURI,)	
and CITY OF CREVE COEUR,)	
MISSOURI,)	
)	
On behalf of themselves and all)	
others similarly situated,)	
)	Cause No. 11SL-CC04561
Plaintiffs,)	
)	Division No. 14
v.)	
)	
UNION ELECTRIC COMPANY)	
d/b/a AMEREN MISSOURI,)	
)	
Defendant.)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into, subject to Court approval, as of August 4, 2017, by and among the City of Winchester, Missouri and City of Creve Coeur, Missouri (collectively “Class Plaintiffs”), on behalf of themselves and the Settlement Class Members (as defined below), and Union Electric Company d/b/a Ameren Missouri (“Defendant” or “Ameren”).

I. RECITALS

WHEREAS, on or about November 15, 2011, the City of Winchester, Missouri and the City of Creve Coeur, Missouri, brought this action, styled *City of Winchester Missouri, et al., v. Union Electric Company d/b/a Ameren Missouri*, No. 11SL-CC04561, in the Circuit Court of St. Louis County, Missouri (the “Action”), against Ameren asserting, on behalf of themselves and a proposed class of Missouri Political Subdivisions, claims that Ameren is liable to Class Plaintiffs and other Political Subdivisions under their respective Business License Tax

codes and ordinances for taxes on revenues assigned to various FERC Accounts and Ameren Subaccounts, and for interest and/or penalties thereon;

WHEREAS, on or about May 15, 2013, the Court in the Action certified a class comprised of:

All Missouri cities and political subdivisions located in Ameren Missouri's service territory that have adopted an ordinance that imposes a business or occupational license tax on the receipts of any person engaged in the business of supplying or furnishing electricity, electrical service, and/or power in the city or political subdivision, or who is otherwise engaged in an electric utility business therein.

WHEREAS, on or before July 19, 2013, notice of the class action was sent to the certified class;

WHEREAS, certain municipalities upon receiving the notice of class action exercised their rights and opted-out of the class (the "Prior Opt-Outs");

WHEREAS, by Order dated May 2, 2017, the Court dismissed seventy-one (71) municipalities without prejudice because they did not have Business License Tax ordinances that were the subject of the Action;

WHEREAS, Ameren has denied and continues to deny any and all liability with respect to the allegations raised against it in the Action involving the applicability of Class Plaintiffs' and other Political Subdivisions' respective Business License Tax ordinances to disputed revenues and receipts;

WHEREAS, the Class Plaintiffs, Ameren and their counsel have conducted extensive discovery in the Action, including, *inter alia*, deposing Ameren's corporate representatives and exchanging interrogatories, requests for admissions and document requests;

WHEREAS, Ameren and Class Plaintiffs have conducted a thorough investigation and evaluation of the facts and law relating to the matters set forth in the Action and believe that this

settlement is fair, reasonable, adequate and in the best interests of all parties, including the Settlement Class, in light of the continued uncertainty and expense of litigation;

WHEREAS, Ameren and Class Plaintiffs wish to avoid the expense and uncertainty of continued litigation and desire to settle their disputes without further litigation, including all claims and issues that have been brought or could have been brought in the Action by or on behalf of Settlement Class Members, including by liquidating and compromising Ameren's alleged past tax liability owed to Settlement Class Members and establishing and/or clarifying the taxes to be paid to Settlement Class Members by Ameren on its current and future receipts, all in accordance with the terms and conditions set forth in this Settlement Agreement;

WHEREAS, after arm's-length negotiations between Class Counsel for the Class Plaintiffs and the Settlement Class and Defendant's Counsel for Ameren, this Settlement Agreement has been reached;

NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, this Action shall be fully and finally settled and dismissed with prejudice and without fees and costs to Ameren except as provided for under the following terms and conditions:

II. DEFINITIONS

As used in this Settlement Agreement and the related documents attached hereto as exhibits, the following terms shall have the meanings set forth below:

A. **“Action”** means the civil action entitled *City of Winchester Missouri, et al., v. Union Electric Company d/b/a Ameren Missouri*, No. 11SL-CC04561, pending in the Circuit Court of St. Louis County, Missouri.

B. **“Business License Tax(es)”** means any tax, including any fee, charge, or assessment in the nature of a tax, imposed by a Political Subdivision on any person that constitutes an “electrical corporation,” “electric company,” “power company,” “energy company,” “public utility,” “utility,” or similar entity for the privilege of engaging in the business of providing electricity, power, energy, utility or related services, and specifically includes any such tax imposed under Sections 66.300, 80.090, 92.045, 92.073, 94.110, 94.270, or 94.360, RSMo, or under authority granted in its charter, as well as an occupation license tax, gross receipts tax, flat tax or similar tax, or any tax “alternative” to any of the foregoing. For clarification, the term “Business License Tax(es)” shall not include:

1. Any Political Subdivision sales tax imposed pursuant to, *inter alia*, Sections 32.085 and 32.087 or 144.010 to 144.525, RSMo; or
2. Any Political Subdivision franchise fee; or
3. Any Political Subdivision right-of-way usage fee, including but not limited to any fee imposed under the authority of a Political Subdivision’s police powers under Sections 67.1830 to 67.1846, RSMo; or
4. Any rent for use of a Political Subdivision’s premises; or
5. The City of St. Louis earnings tax imposed pursuant to § 92.105, RSMo, *et seq.*, and any successor statute.

C. **“Class Counsel”** means John W. Hoffman and Douglas R. Sprong, Korein Tillery, LLC, 505 N. Seventh Street, Suite 3600, St. Louis, MO 63101; Leland B. Curtis and Carl

J. Lumley, Curtis, Heinz, Garrett & O’Keefe, P.C., 130 S. Bemiston, Suite 200, Clayton, MO 63105; John F. Mulligan, Jr., 101 South Hanley, Suite 1280, Clayton, MO 63105; and Howard Paperner, 9322 Manchester Road, St. Louis, MO 63119.

D. “Class Plaintiffs” means the City of Winchester, Missouri and the City of Creve Coeur, Missouri.

E. “Court” means the Circuit Court of St. Louis County.

F. “Customer Service Location” means the street address of an Ameren customer where electricity is delivered to and used by that customer.

G. “Defendant” or “Ameren” means Union Electric Company d/b/a Ameren Missouri and (1) its present and former subsidiaries, brands, parents, partners, divisions, affiliates, successors, predecessors and assigns (2) all Persons on whose behalf any of the foregoing entities acted or purported to act, and (3) for each of the foregoing Persons and entities, each of their present, former, or future officers, directors, shareholders, employees, representatives, agents, principals, consultants, contractors, insurers, accountants, attorneys, partners, members, administrators, legatees, executors, heirs, estates, successors in interest or assigns or any other person with whom any of them is affiliated or otherwise for whom any of them is responsible at law or in equity.

H. “Defendant’s Counsel” or “Ameren’s Counsel” means Byron E. Francis, William Ray Price, Jr., Thomas B. Weaver and Eric M. Trelz, Armstrong Teasdale LLP, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105.

I. The “Effective Date” means the date when the Court order approving the Settlement and terminating the Action becomes a “Final Order and Judgment” (as defined in Section II.N).

J. “Fee and Expense Application” means that written motion or application by which Class Counsel request that the Court award them fees and/or expenses.

K. “FERC” means the Federal Energy Regulatory Commission.

L. “FERC Account(s)” means the Uniform System of Accounts prescribed for public utilities subject to the provisions of the Federal Power Act and pursuant to regulations of the Missouri Public Service Commission. **“Ameren Subaccount(s)”** means subdivisions of the FERC Account(s) kept by Ameren, including different account numbers used by Ameren for its own purposes.

M. “Final Fairness Hearing” means the hearing at which the Court shall *inter alia*: (1) determine whether to grant final approval to this Settlement Agreement; (2) consider any timely objections to this Settlement and all responses to objections by the Parties; and (3) rule on any Fee and Expense Application.

N. “Final Order and Judgment” means the Court has entered an order in substantially the form attached hereto as Exhibit 2, and each of the following events has occurred:

1. This class action Settlement Agreement is approved in all respects by the Court without material modification unless otherwise expressly agreed to by Ameren and the Class Plaintiffs; and
2. An order and final judgment of dismissal of the Action is entered by the Court as provided in Rule 52.08 of the Missouri Civil Procedure and the time for the filing of any appeals has expired, or, if there are appeals, approval of the Settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such

affirmances are no longer subject to further appeal or review. An appeal pertaining solely to an application for or award of attorneys' fees, costs, and expenses, shall not in any way delay or preclude the Final Order and Judgment from being final for purposes of this Settlement.

O. "Notice" means the notice of class action settlement attached as Exhibit 3.

P. "Objection Date" means the postmark date as set forth in the Notice by which Settlement Class Members must mail their objections to the Settlement in order for their objections to be considered by the Court.

Q. "Opt-Out Date" means the postmark date as set forth in the Notice by which members of the Settlement Class must mail their requests to be excluded from the Settlement Class in order for those requests to be effective.

R. "Parties" mean Defendant and the Settlement Class Members.

S. "Past Tax" means the Business License Tax allegedly owed by Defendant to the Settlement Class Members up to and including March 31, 2017, on receipts from the accounts listed in Section III.C.1.d.

T. "Person" or "Persons" means any natural person, firm, corporation (including without limitation municipal corporations), unincorporated association, partnership, limited liability company, or other form of legal entity or government body, including its agents and representatives.

U. "Political Subdivision" means any city, town, county or village in Ameren's Missouri service territory that has exercised authority under Sections 66.300, 80.090, 92.045, 92.073, 94.110, 94.270, 94.360, RSMo, or otherwise, or under authority granted in its charter, to assess a Business License Tax.

V. “Preliminary Approval Order” means the order, substantially in the form of Exhibit 5 hereto, in which the Court grants preliminary approval of this Settlement Agreement, conditionally certifies the Settlement Class for settlement purposes only, authorizes dissemination of Notice to the Settlement Class, and enjoins Settlement Class Members from filing any other actions based upon any of the Released Claims as defined in Section II.Y.

W. “Prior Opt-Outs” mean the members of the certified class that previously opted out of the certified class as set forth on Exhibit 4.

X. “Protested Tax(es)” means an amount of Business License Tax, but not including any interest accumulated thereon, that has been paid by Defendant, or by anyone on behalf of any Defendant, to a Political Subdivision, with respect to receipts and revenues assigned to the FERC Accounts and Ameren Subaccounts identified in Section III.C.1(d), including, but without limitation, the amount that is or was not available for the unrestricted use by a Political Subdivision because such amount was paid to such Political Subdivision under protest pursuant to Section 139.031, RSMo or pursuant to Court order in the Action dated May 2, 2017, through the Effective Date, regardless of whether Defendant commenced tax protest litigation or otherwise took steps to perfect a protest with respect to such payments.

Y. “Released Claims” means any and all claims, actions, demands, rights, liabilities, suits, complaints, causes of action (including, but not limited to, claims based on violation of any federal, state or local law or regulation, fraud, unjust enrichment, and breach of contract, and claims arising under laws of any other jurisdiction that have been or could or might have been alleged by any Settlement Class Member in any forum in the United States of America, as part of the present Action or as any other action, arbitration, or proceeding), requests for damages, requests for injunctive relief, disgorgement of monies, requests for declaratory relief, requests for

equitable relief of every nature and description whatsoever, requests for attorneys' fees, costs, and expenses, whether known or unknown, arising out of the claims that were made or that could have been made against Ameren regarding the alleged failure of Ameren to pay the Settlement Class Members' respective Business License Tax on the FERC Accounts and Ameren Subaccounts specified in Section III.C.1(d) and Section III.C.2 below, as applied to the sale or provision of electricity, power, energy, utility or similar services, and all activities conducted with respect to such sale or provision, that was due before the Effective Date, or due after the Effective Date, with respect to any receipts generated before the Effective Date. The Class Plaintiffs and other Settlement Class Members expressly acknowledge that "Released Claims" include and this Settlement Agreement constitutes a release of such claims as described herein that a Settlement Class Member does not know or suspect to exist in its favor at the time of the release, which, if known by it, might have affected its settlement with and release of Defendant or might have affected its decision whether to object or participate in this Settlement Agreement or any portion or aspect of the Settlement Agreement reached by the Parties.

Z. "Releasing Parties" means Class Plaintiffs and each other Settlement Class Member.

AA. "Request for Exclusion" means a request made in compliance with the terms and conditions provided in this Agreement and the Notice (Exhibit 3) by a Political Subdivision to opt out of the Settlement Class as set forth in Section VIII.D.

BB. "Settlement Agreement," "Settlement," or "Agreement" means this Settlement Agreement, including the attached Exhibits.

CC. "Settlement Class" means the class certified for settlement purposes only,

pursuant to the Final Order and Judgment, consisting of all Political Subdivisions in Ameren's Missouri service territory that have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B), including – but not limited to – those Political Subdivisions listed on Exhibit 1 hereto. The Prior Opt-Outs (as defined in Section II.W) are specifically excluded from the Settlement Class. In developing Exhibit 1, Class Counsel and Defendant's Counsel have endeavored in good faith to identify all Political Subdivisions in Ameren's service territory (other than the Prior Opt-Outs) that they believe have a Business License Tax. However, if in response to the Notice plan set forth in Section IV hereof, a Political Subdivision that is not specifically excluded and not listed on Exhibit 1 comes forward asserting that it has a Business License Tax, Class Counsel, Defendant's Counsel and the Court will determine whether such Political Subdivision is appropriately included in the Settlement Class.

DD. “Settlement Class Members” means those Political Subdivisions that fall within the definition of the Settlement Class, set forth above, and that have not validly and timely submitted a Request for Exclusion from the Settlement Class.

III. SETTLEMENT CLASS BENEFITS

In consideration of a full, complete, and final settlement of this Action, and in consideration of dismissal of the Action with prejudice with respect to Defendant, the Releases in Section VII, below, the payments required hereunder, the release of Protested Taxes, and the other provisions set forth below, and subject to the Court's approval, the Parties agree to the following:

A. Past Tax Payment. Ameren shall pay \$13,000,000.00 in compromise of Business License Taxes allegedly due and owing through March 31, 2017, on receipts from the accounts listed in Section III.C.1.d, (collectively, the “Past Tax Payment”). The Past Tax

Payment shall be allocated among the Settlement Class Members in accordance with the formula set forth in Exhibit 6. The portion of the Past Tax Payment each Settlement Class Member is estimated to receive is attached as Exhibit 7 hereto. Ameren's Past Tax Payment to Settlement Class Members shall be made within thirty (30) days after the Effective Date.

B. Reduction For Certain Opt-Outs. If any Political Subdivision opts-out of the Settlement Class, pursuant to the Notice and Section VIII.D, the Past Tax Payment shall be reduced by the corresponding amount set forth in Exhibit 7 hereto, as adjusted pursuant to Section V.C, for each opting-out Political Subdivision. Any amount that is not paid because a Political Subdivision opts-out of the Settlement Class as aforesaid shall be retained by Ameren, but it shall not serve to reduce or increase the amount set forth in Exhibit 7 for any other Settlement Class Member or the Fees and Expenses in Section VI.C.

C. Accrued and Future Tax Payments.

1. Effective April 1, 2017, Ameren agrees to include the following receipts in the tax base for purposes of calculating the Business License Tax of each Settlement Class Member:

(a) receipts upon which Ameren was already paying a Business License Tax to that Settlement Class Member prior to the commencement of the Action, including receipts assigned to FERC Accounts 440, 442, 444, 445, 421REP, and 421RET; **PLUS**

(b) receipts from any additional products or services that are subject to Missouri state sales tax; **PLUS**

(c) receipts as described in section (b) from any retail customer that would otherwise be subject to the Missouri state sales tax but for an exemption for such customer from the state sales tax (e.g. not for profits under § 144.030.2(19), RSMo), unless such

exemption or exclusion is also enumerated in the Business License Tax ordinance for the particular Political Subdivision; **PLUS**

(d) receipts and revenues assigned to the following FERC Accounts and Ameren Subaccounts:

300 Series CIACs [Contributions in Aid of Construction as defined by IRC Section 118(b)];
 364 Pole Charges;
 450 Forfeited Discounts;
 451001 Changing/Connection/Disconnection Fees;
 451005 Customer Installations – Trouble Calls;
 451006 Customer Installations – Other Work;
 451007 Temporary Facilities;
 454MJM Third Party Facility Rentals;
 454001 Pole Space Rentals;
 454002 Other Property Rental Revenue;
 454004 Agricultural Land Rental Revenue;
 454006 Facility Rentals for Interchange Customers;
 454007 Facility Rentals for Third Party Customers;
 456010 Miscellaneous Billings;
 456011 Miscellaneous Bill Adjustments;
 456005 Overheads Billed – Other Parties; and
 456007 Collecting and Remitting Taxes.

2. Receipts assigned to the following FERC Accounts and Ameren

Subaccounts shall not be included in the tax base for purposes of calculating future payments of Business License Tax to each Settlement Class Member:

Miscellaneous Below-the-Line Revenues (421, 421AME, 421DOJ, 421FLS, 421MIS, 421REV, 421TEA, 421XXX, 421001, 421002, 421003, 4211PJ, 421128, 421133, 42155C);
 440012 Residential Sales – Unbilled;
 442036 Industrial Sales to Single Large Industrial Customer – Unbilled;
 444012 Street Lighting Sales – Unbilled;
 447 Interchange and Wholesale Sales;
 449010 Refunds for Rate Case Settlements;
 456015 Trans(mission) Service Charges – Existing;
 456100 Transmission of Electricity of Others; and
 457 Affiliated Company Revenues.

3. Effective April 1, 2017, and subject to a credit for any Protested Tax payments Ameren may make as provided below, Ameren agrees to accrue, pending the Effective Date, Business License Taxes on the receipts identified in Section III.C.1.d above in the amount of \$108,333 per month (pro-rated for any partial month prior to the Effective Date) (collectively the “Accrued Tax Payment”). For such receipts, Ameren may bill, collect and remit Business License Taxes as sourced under Section III.C.7 below. The unremitted portion, if any, of the Accrued Tax Payment shall be allocated among the Settlement Class Members in accordance with the formula set forth in Exhibit 6. The portion of the Accrued Tax Payment each Settlement Class Member is estimated to receive is attached as Exhibit 7 hereto (assuming no prior remittance by Ameren). Any unremitted Accrued Tax Payment to Settlement Class Members shall be made within thirty (30) days after the Effective Date. In the event that the Accrued Tax Payment amounts remitted by Ameren exceed \$108,333 per month (pro-rated for any partial month prior to the Effective Date), such excess shall also be included in the Accrued Tax Payment and shall be credited against the \$6.5 million guaranty referenced in Section III.C.10 below.

4. As of the Effective Date, Ameren shall timely remit each Settlement Class Member’s future Business License Tax on the receipts identified in Section III.C.1 above, inclusive. Ameren shall remit such payments at the rate(s) set forth in each Settlement Class Member’s Business License Tax code or ordinance on all receipts sourced to the Settlement Class Member, unless and until there is a change in law as specified in Section III.J. below.

5. Existing Tax Payments. Before and after the date of the Preliminary Approval Order, Ameren shall continue to make Business License Tax payments on receipts upon which it was already paying a Business License Tax to a Political Subdivision prior to the

commencement of the Action, including receipts assigned to FERC Accounts 440, 442, 444, 445, 421REP, and 421RET.

6. Protested Tax Payments. Before and after the date of the Preliminary Approval Order, Ameren may make Protested Tax payments pursuant to Section 139.031 RSMo or Court order in the Action dated May 2, 2017, but such Protested Tax payments shall cease on the Effective Date and be released to the affected Settlement Class Members (free and clear of all claims, liens and encumbrances under § 139.031 RSMo, and this Agreement, if any).

7. Sourcing Ameren's Future Business License Tax Payments. For purposes of Ameren's future Business License Tax payments, the following receipts and revenues shall be sourced in the following manner:

- 300 Series CIACs [Contributions in Aid of Construction, as defined by IRC section 118(b)] to the Customer Service Location of the customer for whom the work was performed;
- 364 Pole Charges to Ameren's audited pole locations or, in the case of a not yet completed pole audit, to Ameren's best estimate of the pole location;
- 450 Forfeited Discounts to the Customer Service Location;
- 451001 Changing/Connection/Discount Fees to the Customer Service Location;
- 451005 Customer Installations – Trouble Calls to the Customer Service Location;
- 451006 Customer Installations – Other Work to the Customer Service Location;
- 451007 Temporary Facilities to the rental location;
- 454MJM Third Party Facility Rentals to the rental location;
- 454001 Pole Space Rentals to Ameren's audited pole locations or, in the case of a not yet completed pole audit, to Ameren's best estimate of the pole location;
- 454002 Other Property Rental Revenue to the rental location;
- 454004 Agricultural Land Rental Revenue to the rental location;
- 454006 Facility Rentals for Interchange Customers to the rental location;
- 454007 Facility Rentals for Third Party Customers to the rental location;
- 456010 Miscellaneous Billings to the Customer Service Location;
- 456011 Miscellaneous Bill Adjustments to the Customer Service Location;

456005 Overheads Billed – Other Parties to the Customer Service Location of the customer for whom the work was performed; and 456007 Collecting and Remitting Taxes to the Customer Service Location (for sales tax reimbursements) or to the Political Subdivision where Ameren’s tax department is located (for income tax withholding).

8. Ameren agrees not to reclassify the receipts and revenues referred to in Section III.C.1 above, or to reassign them to other FERC Accounts and Ameren Subaccounts, for the purpose of defeating Ameren’s tax obligations under this Agreement. If such receipts and revenues are reassigned or reclassified, the Parties agree that they shall remain subject to Business License Tax however denominated. If any receipts or revenues are incorrectly assigned to the FERC Accounts and Ameren Subaccounts in Section III.C.1 due to a clerical or accounting error, the Parties agree that Ameren can correct such error upon discovery. In the event of error, said receipts and revenues shall only be subject to Business License Tax if reclassified or reassigned to a taxable FERC Account or Ameren Subaccount.

9. In the event FERC’s Uniform System of Accounts is amended or eliminated, or Ameren’s Subaccounts are amended or eliminated, the receipts and revenues made taxable by this Agreement shall nonetheless remain taxable.

10. Guaranty of Business License Tax Payments. Notwithstanding any change in law under Section III.J., or any provision of this Settlement Agreement to the contrary, Ameren guarantees to pay a minimum of \$6.5 million in aggregate Business License Taxes on the receipts identified in Section III.C.1.d above to Settlement Class Members received during the first sixty (60) months following the Effective Date (“Guaranteed Tax Payment”). Within 90 days of the sixty-month anniversary of the Effective Date, Defendant shall calculate the amount of Business License Taxes actually paid to Settlement Class Members on the receipts identified in Section III.C.1.d above received during the sixty-month period. In the event the amount of

Business License Taxes actually paid to Settlement Class Members on the receipts identified in Section III.C.1.d above is less than the Guaranteed Tax Payment, Defendant shall be obliged to pay or cause to be paid the difference to Settlement Class Members. Defendant shall, within 60 days of calculation, provide such calculations to Class Counsel and pay or cause to be paid such difference, if any, to the Settlement Class Members in the same proportion as the Past Tax Payment paid to each such Settlement Class Member bears to the total Past Tax Payment paid by Defendant.

D. Reservation of Rights. Notwithstanding anything to the contrary herein, the Parties agree that all Settlement Class Members retain the authority to audit and inspect the books and records of Defendant, upon reasonable written notice to Defendant, to ensure compliance with this Agreement, and, other than as to the Released Claims, they do not waive or abrogate any right(s) they possess under their respective codes or ordinances. In the event a Settlement Class Member has reason to question compliance with this Agreement, the Parties agree that the Settlement Class Members reserve all legal and equitable remedies, including, but not limited to, legal proceedings to enforce compliance with this Agreement.

Further, nothing in this Settlement Agreement shall serve to restrict any Settlement Class Member from amending its ordinances or codes in the future, in accordance with law, to tax or exclude from taxation any receipt, revenue, product or service covered by this Settlement Agreement. In the event a Settlement Class Member seeks to amend its ordinance or code in the future, the Parties agree that Ameren reserves all legal and equitable rights, including, but not limited to, the right to institute legal proceedings to challenge the legality, application or enforcement of the amendment.

The Parties understand and acknowledge that from and after the date of this Settlement Agreement, the terms and provisions hereof shall bind the Parties with respect to Ameren's obligations under the ordinances covered herein, notwithstanding any purported clarification, interpretation, or explanation of any Business License Tax code or ordinance other than as contemplated by the above.

E. Hancock Amendment. Nothing in this Settlement Agreement is intended to broaden any pre-existing Business License Tax base in violation of the Hancock Amendment to the Missouri Constitution.

F. New Products and Service. In the future, Defendant may develop new products and services. If the receipts therefrom are taxable pursuant to the ordinances of Settlement Class Members, then Defendant agrees to include such receipts in the Business License Tax base and to pay Business License Taxes thereon to Settlement Class Members. In the event a Settlement Class Member has reason to question compliance with this provision, the Parties agree that the Settlement Class Member reserves all legal and equitable remedies, including, but not limited to, legal proceedings to enforce compliance with this provision. In such event, Defendant likewise reserves all legal and equitable remedies and defenses with respect to any claim by a Settlement Class Member that such new products and services may be subject to its Business License Tax ordinance.

G. Pass Through. The Settlement Class Members take no position on whether or not Defendant may or should pass through to and collect by electric rate surcharge the taxes paid hereunder, including without limitation the Past Tax Payment, Accrued Tax Payment, Guaranteed Tax Payment and future Business License Tax payments, from its customers.

H. No Lobbying Missouri General Assembly. Ameren agrees that, from the date of execution of this Agreement and for a period of five (5) years from the Effective Date, it will not seek or support legislation in the Missouri General Assembly that would (a) cap or reduce the Business License Taxes subject to this Settlement Agreement, (b) interfere with or reduce Settlement Class Members' authority or rights under Sections III.J.2 or 3, or (c) exclude from Business License Tax receipts agreed herein to be included. However, nothing in this paragraph shall preclude Defendant from opposing any proposal to increase the rate or broaden the scope of a Settlement Class Member's Business License Tax. The Parties agree that the promises and commitments by Defendant contained in this paragraph are vital provisions going to the very substance or root of the Settlement and that failure or breach of such promises or commitments would constitute a material breach of this Settlement Agreement, entitling the Settlement Class Members to all remedies available at law or equity for such a material breach, including, but not limited to, rescission of this Agreement, either individually (i.e., for themselves only) or collectively (i.e., for the Settlement Class Members as a whole but only through Class Counsel).

I. Actions Against Other Electric Companies. Defendant understands that some municipalities are pursuing or may pursue actions against other electric companies to collect Business License Taxes ("Another Action"). Defendant acknowledges that the exclusion of certain receipts from Business License Taxes under this Settlement Agreement is a compromise of disputed claims, and not an admission that those receipts are not taxable under Business License Tax codes and ordinances. A final, non-appealable judgment in Another Action may determine that taxes are owed in Another Action on receipts excluded from this Settlement Agreement.

J. Change of Law or Circumstance.

1. Change of Law Altering Defendant's Future Obligations. Ameren's obligations under this Section shall continue with respect to each such Settlement Class Member unless and until: (i) a court or administrative or regulatory body of competent jurisdiction determines, or a Settlement Class Member specifies to Ameren in writing after the date of this Agreement, that such Settlement Class Member's Business License Tax does not apply to some or all of the subject services or receipts derived therefrom, and such determination is not subject to further appeal or the time to appeal has expired and no appeal or further appeal has been timely filed; (ii) the Missouri General Assembly or other legislative body enacts legislation removing the authority of such Settlement Class Member to impose such Business License Tax and such legislation is in effect, or (iii) any other change in law, including a change in the Settlement Class Member's Business License Tax ordinance, occurs that affects Ameren's obligation under this Section, in which case the remaining obligations of Ameren under this Section, if any, shall be consistent with such determination, legislation, or change. Ameren shall not, in case of any judgment, legislation or other change of law as referred to in the foregoing sentence, be entitled to recover any sums paid pursuant hereto or which become due and owing prior to the finality of such judgment or effective date of such legislation or other change of law.

2. Separate Agreements with Settlement Class Members. If Defendant enters into a written agreement with a Settlement Class Member that is enforceable by such Settlement Class Member and which serves to reduce the taxability of any receipt, revenue, product or service under this Agreement, then such agreement shall supersede this Settlement Agreement, but only to the extent applicable to such Settlement Class Member, and Defendant shall pay such Settlement Class Member Business License Taxes pursuant to that separate written agreement.

Such separate written agreement shall be binding on the parties to that agreement only, and shall not impact Defendant's Business License Tax payment(s) or obligation(s) to any other Settlement Class Member under this Agreement, notwithstanding the provisions of Section III.J.2.

However, if Defendant enters into a written agreement with a Settlement Class Member that is enforceable by such Settlement Class Member, and such agreement includes terms that are materially more favorable to the Settlement Class Member than to other Settlement Class Members, then Defendant shall promptly notify all Settlement Class Members of such agreement, and the other Settlement Class Members shall, at their discretion, have the right to amend this Agreement to take advantage of such more favorable terms. This provision shall apply in the event any Settlement Class Member enters into an agreement with Defendant that allows or requires Defendant to pay future Business License Taxes without regard to exemption(s) or exclusion(s) or on more receipts than those being paid by Defendant under this Agreement. In such case, Defendant shall on a going forward basis pay Business License Taxes to all similarly situated Settlement Class Members (except for those who instruct otherwise) at the same rate and/or on the same terms as those applicable to the Settlement Class Member(s) who reached the agreement(s).

IV. NOTICE OF CLASS ACTION SETTLEMENT

Notice of the Settlement shall be provided to the Settlement Class as follows:

A. Settlement Class. Ameren shall send the Notice of Settlement to the clerk of each municipality in Ameren's service territory (other than the Prior Opt-Outs) and to the clerk of St. Louis County via first-class mail, addressed using reasonably available information and sources.

Class Counsel will assist Ameren in identifying the name and address for each municipality and St. Louis County.

B. Amount of Past and Accrued Tax Payments. Attached as Exhibit 6 is the formula for allocating the Past Tax payment and the Accrued Tax payment to each member of the Settlement Class. Attached as Exhibit 7 is the calculation of the Past Tax payment and Accrued Tax payment each Settlement Class Member is estimated to receive. These calculations have been reviewed and agreed upon by Class Counsel and Ameren, but they are subject to adjustment if Ameren approves an adjustment to the calculations pursuant to Section V.C or otherwise. Prior to the mailing of Notice and continuing through the Effective Date, Class Counsel may make inquiries of Ameren regarding the calculation of each Settlement Class Member's Past Tax payment and Accrued Tax payment, and Ameren agrees to respond to such inquiries in a timely manner and to confer in good faith to resolve any disputes concerning the amount of the Past Tax or Accrued Tax payment.

C. Notice. Within twenty (20) days after the entry of the Preliminary Approval Order, and in accordance with the timetable established under the Preliminary Approval Order, Ameren shall mail the Notice, in the form attached hereto as Exhibit 3, to the clerk of each Missouri municipality in Ameren's service territory (other than the Prior Opt-Outs) and to the clerk of St. Louis County. The Notice shall inform them of, *inter alia*, the conditional certification of the Settlement Class and the general terms of the Settlement Agreement, advise of the manner in which to opt-out of or object to the Settlement, advise that objectors may be subject to discovery and depositions related to the objection, and state the date and time of the Final Fairness Hearing. The Notice shall also contain the calculation of the portion of the

estimated Past Tax payment and Accrued Tax payment that would be due to the Settlement Class Member pursuant to the Settlement.

D. Website. Promptly after entry of the Preliminary Approval Order, and in accordance with the timetable established under the Preliminary Approval Order, Class Counsel shall at their cost post or cause to have posted the Settlement Agreement and template Notice and a Frequently Asked Questions and Answers section (attached as Exhibit 8 hereto) on the Internet website of the Missouri Municipal League (www.mocities.com), said posting to be generally maintained from the first date of publication until the Effective Date.

E. Best Notice Practicable. Compliance with the procedures described in this Section IV is the best notice practicable under the circumstances and shall constitute due and sufficient notice of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Fairness Hearing, and shall satisfy the requirements of the Missouri Supreme Court Rules, the Constitution of the State of Missouri, the United States Constitution, and any other applicable law. Upon the Effective Date, this Settlement Agreement shall be binding even on Political Subdivisions not receiving the Notice.

V. DISTRIBUTION OF SETTLEMENT CLASS RELIEF

A. Settlement Administration. Class Counsel or their designated agent(s) will cooperate to assist Defendant in performing all administrative duties required of it pursuant to this Settlement Agreement. Additionally, Defendant will be obligated to bring to the Court's attention for resolution any disputes that arise in the course of the settlement administration process and cannot be resolved by agreement between Defendant and Class Counsel.

B. Report on Requests for Exclusion. Within five (5) days of the last postmark date on which a Political Subdivision shall be permitted to submit a Request for Exclusion pursuant to the Notice, Ameren shall prepare and file with the Court, after consultation with

Class Counsel, a report identifying each Political Subdivision that has submitted a timely and valid Request for Exclusion from the Settlement Class. Such Political Subdivision will not be entitled to receive any Past Tax payment or other benefit under the Settlement Agreement, and Ameren shall not distribute any Past Tax payment to any such Political Subdivision.

C. Disputes as to Amount of Past Tax Payment and Class Membership. In the event that a Settlement Class Member disagrees with the Past Tax payment set forth in the Notice and in Exhibit 7, such Settlement Class Member shall submit a detailed explanation as to why it believes the Past Tax payment was incorrectly calculated or erroneous on or before the date specified in the Notice. In the event Ameren disagrees with such Settlement Class Member's contention, Ameren shall meet and confer in good faith with Class Counsel and representatives of the Settlement Class Member in question in an effort to resolve the issue. If, despite such consultation, the Settlement Class Member and Ameren cannot agree on the Past Tax payment, the Past Tax payment contained in the Notice and in Exhibit 7 shall be the amount the Settlement Class Member shall be entitled to receive pursuant to the Settlement. In that event, Ameren shall notify the Settlement Class Member that it may, within twenty-one (21) days of receipt of such notice, present its disagreement through counsel to the Court for resolution. The Court's resolution shall be the exclusive remedy of such Settlement Class Member, and any disagreement as to the amount of the Past Tax payment shall not be subject to further challenge or appeal.

If a Political Subdivision is not listed on Exhibits 1 or 7, it signifies that according to records available to Ameren and Class Counsel it does not have a Business License Tax. Therefore, it is not a member of the Settlement Class. If a Political Subdivision disagrees with this determination, it must submit a detailed explanation for the basis of its

disagreement, along with its Business License Tax, before the date specified in the Notice.

Upon such notification, Ameren shall promptly advise Class Counsel, who then shall have the obligation to meet and confer with Ameren and representatives of the Political Subdivision in question in an attempt consensually to resolve the disagreement. Failing consensual resolution, Ameren shall notify the challenging Political Subdivision that it may, within twenty-one (21) days of receipt of such notice, present its disagreement through counsel to the Court for resolution. The Court's resolution shall be the exclusive remedy of such Political Subdivision, and any disagreement as to class membership shall not be subject to further challenge or appeal.

VI. PAYMENT OF ATTORNEYS' FEES AND EXPENSES AND SETTLEMENT COSTS

Attorneys' fees and expenses and settlement costs shall be paid as follows:

A. Costs of Notice. Defendant shall be responsible for providing the Notice of the proposed Settlement as provided herein, including costs of identifying members of the Settlement Class, costs of printing the Notice, and costs of mailing the Notice, and shall be responsible for printing the Notice and other necessary documents. If, for any reason, the Effective Date does not occur, then the costs of providing Notice that are incurred by Defendant shall nevertheless be borne by Defendant.

B. Costs of Administering Settlement. Defendant shall bear all reasonable costs of administering the Settlement and the cost of printing and mailing any checks to be issued as part of the Settlement. If, for any reason, the Effective Date does not occur, then the costs of administering the Settlement that are incurred by Defendant shall nevertheless be borne by Defendant.

C. Attorneys' Fees, Expenses, and Attorneys' Liens. Class Counsel will make a Fee and Expense Application to be heard in connection with the Final Fairness Hearing,

requesting that the Court award attorneys' fees, costs and expenses in the amount of \$5,188,000 (collectively, the "**Fees and Expenses**"), which is approximately twenty-five percent (25%) of the total of the Past Tax Payment, Accrued Tax Payment (including the release of Protested Taxes to Settlement Class Members), and Guaranteed Tax Payment funds, plus litigation expenses, which shall be paid by Defendant to Class Counsel out of the Past Tax Payment fund. Defendant agrees not to oppose such request in an amount up to the Fees and Expenses. Defendant shall pay the lesser of (i) the amount of fees, costs and expenses awarded by the Court, or (ii) the Fees and Expenses, within ten (10) days of the Effective Date. Upon full payment of such fee award, Class Counsel shall be deemed to release and discharge Defendant from and against any and all attorneys' liens they may have on any and all sums paid to or for the benefit of each Settlement Class Member hereunder, including without limitation any attorneys' lien pursuant to Sections 484.130 and 484.140 RSMo.

D. Severability of Attorneys' Fees and Expenses. The Parties agree that the rulings of the Court regarding the amount of attorneys' fees and expenses, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Fairness Hearing as provided for in this Settlement Agreement. Any order or proceedings relating to the amount of attorneys' fees or expenses, and any appeal from any order related thereto, shall not operate to terminate or cancel the Settlement Agreement, affect the Releases provided for in the Settlement Agreement, or affect whether the Final Order and Judgment is final.

VII. RELEASES

In order to effectuate the Parties' desire to fully, finally and forever settle, compromise, and discharge all disputes arising from or related to the Action by way of compromise rather than by way of further litigation, the Releasing Parties and Ameren agree as follows:

A. Release by Releasing Parties. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Order and Judgment of Dismissal shall have, fully, finally, and forever released, relinquished, and discharged the Released Claims, as defined in Section II.Y, provided, however, that this provision does not apply to claims or rights arising out of this Settlement Agreement. Further, upon the Effective Date and to the fullest extent permitted by law, Class Plaintiffs and each of the Settlement Class Members shall be barred and estopped from commencing, prosecuting, or participating in, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims are asserted.

B. Release by Defendant. Upon the Effective Date of the Settlement, Defendant shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged Class Plaintiffs, the Settlement Class Members and Class Counsel, from all claims arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, provided, however, that this provision does not apply to claims or rights arising out of this Settlement Agreement. In any future dispute relating to Defendant's payment of Business License Taxes, Defendant shall not raise any claims or defenses relating to the enactment or validity of the Settlement Class Members' Business License Tax codes or

ordinances in the form existing as of the Effective Date or the applicability of those codes or ordinances to the revenue streams deemed included within the Business License Tax base under this Settlement Agreement.

C. Preclusive Effect. On the Effective Date, Class Plaintiffs and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. No other action, demand, suit or other claim may be pursued against Defendant with respect to the Released Claims by the Releasing Parties. The Parties further acknowledge and agree that, in the event a court of competent jurisdiction declares that this Settlement Agreement is unenforceable against, or can be voided or rescinded by, any Settlement Class Member, it would be unjust and inequitable for such Settlement Class Member to retain the consideration paid by Defendant hereunder, yet reinstitute any legal proceeding against Defendant with respect to the matters released herein. Notwithstanding anything to the contrary contained herein or provided under applicable law (including without limitation, to the extent applicable, § 432.070 RSMo), the dismissal with prejudice of the Action as set forth herein shall be res judicata and shall bar the re-filing of any and all Released Claims that were or could have been brought by the Settlement Class Members. In addition, in the event that, despite the provisions of this Settlement Agreement, any Releasing Party is permitted in the future to pursue any claim that is or was a Released Claim under this Agreement, such Releasing Party shall forfeit and return to Defendant, prior to proceeding with any such claim, any Past Tax payment or Accrued Tax payment received from Defendant pursuant to this Agreement, plus interest thereon at the rate determined by the Director of Revenue pursuant to § 32.065 RSMo. For avoidance of doubt, the provisions of this Section shall be severable from the remaining provisions of this Settlement Agreement, and the Parties

acknowledge and agree that the consideration given by Defendant under this Settlement Agreement constitutes fair and adequate consideration for the releases by the Settlement Class Members hereunder, and for the obligations of the Settlement Class Members and Class Counsel under this Section and the remaining Sections of this Settlement Agreement.

D. Mistake. In entering into this Settlement Agreement, the Releasing Parties and Defendant each assume the risk of any mistake of fact or law. If they, or any of them, should later discover that any fact which they relied upon in entering this Agreement is not true, or that their understanding of the facts or law was incorrect, they shall not be entitled to set aside this Settlement Agreement by reason thereof.

E. Covenant Not to Sue. As of the Effective Date, this Settlement Agreement may be pled as a full and complete defense to any Released Claims that may be instituted, prosecuted or attempted in breach of this Settlement Agreement. Except as otherwise provided in Sections III.D, III.F and III.J herein, the Releasing Parties covenant that they will not institute or prosecute, against Defendant, any action, suit or other proceeding based in whole or in part upon any of the Released Claims, and Defendant likewise covenant that they will not institute or prosecute against the Releasing Parties or any of them, any action, suit or other proceeding based in whole or in part upon any of the Released Claims nor based in whole or in part on the defenses, counterclaims, or other assertions raised by Defendant in the Action.

F. Injunctive Relief. The Parties, and each of them, covenant that this Settlement Agreement may be used as a basis for a temporary restraining order, preliminary injunction, or permanent injunction against any breach of this Agreement. The Parties judicially admit hereby for all purposes that time is of the essence as to all terms and conditions of the Settlement Agreement and that damages for a breach of this Settlement Agreement would be inadequate.

VIII. CERTIFICATION OF SETTLEMENT CLASS AND COURT APPROVAL OF THE SETTLEMENT

The Parties shall use their respective best efforts to obtain Court approval of this Settlement Agreement. The process for obtaining Court approval of this Settlement Agreement shall be as follows:

A. Appointment of Class Representatives and Class Counsel. For settlement purposes only, Class Plaintiffs and Defendant will request, as part of the Preliminary Approval Order, that the Court make preliminary findings and enter an Order granting conditional certification of the Settlement Class, subject to final findings and ratification of the Final Order and Judgment, and appointing Class Plaintiffs as Class Representatives of the Settlement Class, and John W. Hoffman and Douglas R. Sprong, Korein Tillery, LLC, 505 N. Seventh Street, Suite 3600, St. Louis, MO 63101; Leland B. Curtis and Carl J. Lumley, Curtis, Heinz, Garrett & O’Keefe, P.C., 130 S. Bemiston, Suite 200, Clayton, MO 63105; John F. Mulligan, Jr., 101 South Hanley, Suite 1280, Clayton, MO 63105; and Howard Paperner, 9322 Manchester Road, St. Louis, MO 63119, as Class Counsel.

B. Conditional Certification. Defendant consents to certification of the Settlement Class for the sole purpose of effectuating the settlement of this Action. If this Settlement Agreement is terminated pursuant to its terms, or if the Settlement Agreement is not approved, the Preliminary Approval Order shall be automatically vacated upon notice to the Court of the termination of the Settlement Agreement, and the matter shall proceed as though the Settlement Class had never been conditionally certified and such findings had never been made.

C. Preliminary Approval. As soon as practicable after the execution of this Settlement Agreement by Class Counsel and Defendant’s Counsel, but no later than ten (10) days after execution of this Settlement Agreement, unless an extension is agreed to by

Defendant's Counsel and Class Counsel, Class Counsel and Defendant's Counsel shall submit the Settlement Agreement to the Court and shall jointly request entry of the Preliminary Approval Order substantially in the form of Exhibit 5 hereto. The Preliminary Approval Order shall include provisions: (1) preliminarily certifying the Settlement Class for settlement purposes only; (2) preliminarily approving Class Plaintiffs as Class Representatives; (3) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement Class; (4) approving the form of the Notice; (5) setting a schedule for final approval of the Settlement; (6) providing an Opt-Out Date and an Objection Date; (7) providing that an objector may be subject to discovery and depositions relating to the objections; and (8) providing that, pending entry of the Final Order and Judgment, neither Class Plaintiffs nor any Settlement Class Member (either directly, in a representative capacity, or in any other capacity) shall commence or continue any action against Ameren asserting any of the Released Claims and that all proceedings in the Action are stayed, other than such proceedings as are related to the Settlement.

D. Opt-Out Procedure. Each member of the Settlement Class wishing to opt out of the Settlement Class shall individually sign and timely submit a Request for Exclusion to the addresses designated in the Notice. To be valid, the Request for Exclusion must: (a) set forth the name of the Political Subdivision and its duly authorized representative's name, address and phone number, and the name and cause number of the Action (*City of Winchester Missouri, et al., v. Union Electric Company d/b/a Ameren Missouri*, No. 11SL-CC04561, pending in the Circuit Court of St. Louis County, Missouri); (b) be signed by an authorized representative of the Political Subdivision; (c) clearly manifest an intent to be excluded from the Settlement Class; and (d) be postmarked no later than the date specified in the Notice.

E. Objections to Settlement. All Settlement Class Members who wish to object to the proposed Settlement and/or the Fee and Expense Application may do so by filing a written objection, stating, in detail, the substance of the objection and the reason(s) therefor. The objection must be filed with the Clerk of the Court and served upon counsel for all parties, whose names and addresses are listed in the Notice, on or before the date specified in the Notice. An objector may be subject to discovery and depositions related to the objection. Any Settlement Class Member may appear at the Final Fairness Hearing by duly authorized counsel and be heard, in support of or in opposition to the fairness, reasonableness, or adequacy of the proposed settlement. No Settlement Class Member or counsel, however, shall be heard at the hearing, and no paper, brief, or evidence submitted by any such person shall be received or considered by the Court, unless such person, on or before the date specified in the Notice, files with the Clerk of Court and serves upon counsel for all parties, whose names and addresses shall be listed in the Notice, a notice of his or her intention to appear, a statement of the position he or she will assert, and the reasons for his or her position, and all papers, briefs, or other evidence that he or she intends to present to the Court in support of such position. If a Settlement Class Member objects to the Settlement or to the Fees and Expenses, and thereafter appeals an adverse ruling on an objection, the Settlement Class Member shall be liable for interest at the rate of nine percent per annum while the appeal is pending, on the amount of the judgment that is affirmed or otherwise not reversed or set aside and is not paid to the Settlement Class or Class Counsel while the appeal is pending.

F. Final Fairness Hearing. On the date set forth in the Preliminary Approval Order, which shall be approximately ninety (90) days after mailing of the Notice, the Court shall conduct a Final Fairness Hearing in order to *inter alia*: (1) determine whether to grant final

approval to this Settlement Agreement; (2) consider any timely objections to this Settlement and all responses to objections by the Parties; and (3) rule on the Fee and Expense Application. At the Final Fairness Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, then the Court shall enter a Final Order and Judgment, substantially in the form of Exhibit 2 hereto, which approves the Settlement, authorizes entry of a final judgment and dismisses the Action with prejudice with respect to Defendant.

IX. RIGHT TO RESCIND AND SET ASIDE THIS AGREEMENT

Ameren shall have the right to rescind and set aside this Agreement if, in the good faith exercise of its discretion, a sum of Political Subdivisions included in the class originally certified on May 15, 2013, including St. Louis County, and representing 25 % or more of Ameren's total Past Tax Payment consideration due, validly and timely submit Requests for Exclusion from the Settlement Class.

Ameren's election to rescind and set aside pursuant to this Section must be made in writing and be delivered to Class Counsel no later than the Final Fairness Hearing. Upon the exercise by Ameren of the option to rescind, this Agreement is nullified as set forth in Section XI.L.

Further, in the event Ameren exercises its discretion to set aside this Agreement, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

In such event, the Parties to the Action shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Agreement.

X. LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

The Parties' use of the Settlement Agreement shall be limited as follows:

A. No Admission. Neither the acceptance by Defendant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed as or deemed to be legal evidence of an admission by Defendant with respect to the merits of the claims alleged in the Action, the validity of any claims that could have been asserted by any of the Settlement Class Members in the Action, or the liability of Defendant in the Action.

Defendant specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action but acknowledges that the claims of each of the Settlement Class Members are made pursuant to their respective Business License Tax codes or ordinances and that each of the Settlement Class Members pursued collection of taxes via the Action. Likewise, neither the acceptance by Class Plaintiffs and other Settlement Class Members of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed as or deemed to be legal evidence of an admission by them with respect to the merits of the defenses alleged in the Action, the validity of any defense that could have been asserted by Defendant in the Action, or any limits as to the liability of Defendant in the Action.

B. No Evidentiary Use. This Agreement shall not be used, offered or received into evidence in the Action for any purpose other than to enforce, construe or finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement. Neither this Agreement nor any of its terms shall be offered

or received into evidence in any other action or proceeding except in a proceeding by a third party challenging any of the payments or obligations hereunder, or as otherwise provided herein.

C. Characterization to Media. In the event that counsel for the Parties, or any of them, contacts or is contacted by any member of the media regarding the Action or this Settlement Agreement, said counsel shall not refer to or characterize the Action or the Settlement Agreement as continuing or evidencing an admission or inference of: (1) liability, fault or wrongdoing on the part of Defendant or Defendant's Counsel, including any wrongdoing in connection with the defense of the Action; or (2) lack of merit of any claim asserted in the Action, or wrongdoing on the part of Class Plaintiffs, Class Counsel or the Settlement Class Members in connection with the institution, prosecution or settlement of the Action.

XI. MISCELLANEOUS PROVISIONS

A. Assignment. Except for the ordinary assignment of tax revenues in connection with municipal tax anticipations and other financings, or any assignment of the Past Tax Payment to the Missouri Municipal League or the Municipal League of Metro St. Louis pursuant to the form attached to the Notice (but only if such form, which shall be mailed with the Notice, is completed and signed by an authorized representative for the Settlement Class Member and submitted to a designated address, postmarked on or before the date specified in the Notice), as of the Effective Date each Party represents, covenants and warrants it has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action or rights that it herein releases.

B. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors and assigns.

C. Captions and Interpretations. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

D. Construction. The Parties agree that the terms and conditions of this Settlement Agreement are the result of arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his, her or its counsel, participated in the drafting of this Agreement.

E. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

F. Governing Law. Construction and interpretation of the Agreement shall be determined in accordance with the laws of the State of Missouri, irrespective of the State of Missouri's choice of law principles.

G. Integration Clause. This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties in respect of the subject matter contained herein. There are no promises, representations, warranties, covenants or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Agreement may not be changed, altered or modified, except in a writing signed by the Class Plaintiffs and

Ameren and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

H. Invalidation. The voiding, by Court order or otherwise, of any material portion of this Agreement shall invalidate the Agreement in its entirety unless the Class Plaintiffs and Ameren agree in writing that the remaining provisions shall remain in full force and effect, except as otherwise specifically provided for in Section VI.D.

I. Jurisdiction. The Court shall retain jurisdiction, after entry of the Order and Judgment of Dismissal, with respect to enforcement of the terms of this Settlement, and all Parties submit to the exclusive jurisdiction of the Court with respect to the enforcement of the Settlement and any dispute with respect thereto.

J. Modification. If the Court orders any modification to the Settlement Agreement that has not been previously agreed to by the Class Plaintiffs and Ameren, as a condition of preliminary approval or final approval of the Settlement Agreement, then the Class Plaintiffs and Ameren, and each of them, shall have the option to rescind the Settlement Agreement and resume the Action if they are not willing to accept any such modification.

K. No Collateral Attack. This Agreement shall not be subject to collateral attack by any Settlement Class Member at any time on or after the date of the Final Order and Judgment (as defined in Section II.N). Such prohibited collateral attacks shall include claims that a Settlement Class Member's payment was improperly calculated and/or that a Settlement Class Member failed to receive timely notice of the Settlement Agreement.

L. Nullification. If, for any reason, the Court fails to grant preliminary approval as provided herein, the Court fails to grant final approval to this Settlement Agreement or the approval of the Final Order and Judgment is reversed or rendered void as a result of an appeal,

then: (1) this Settlement Agreement shall be considered null and void; (2) neither this Settlement Agreement nor any of the related negotiations shall be of any force or effect; (3) the Preliminary Approval Order shall be vacated and any findings regarding the certification shall not be used or admissible for any purpose in the Action, or any other proceedings involving the subject matter of the action; and (4) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had neither been entered into nor filed with the Court.

M. Parties' Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the parties to the terms and conditions hereof.

N. Opportunity to Receive Legal Advice. The Parties acknowledge, agree, and specifically warrant to each other that they have had the opportunity to read this Settlement Agreement and to receive legal advice with respect to the advisability of entering into this Settlement, and that they fully understand its legal effect.

O. Waiver of Compliance. Any failure of any Party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.


IN WITNESS WHEREOF, Class Counsel, Ameren and Defendant's Counsel have executed this Settlement Agreement on this 4th day of August, 2017, subject to Court approval.

The undersigned parties have executed this Agreement as of the date above.

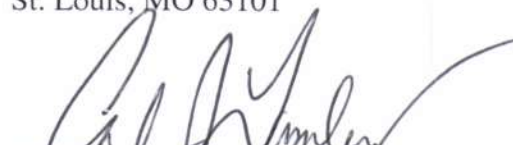
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Plaintiffs' Counsel and Proposed Settlement Class Counsel

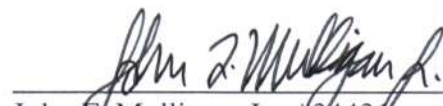
By:


John W. Hoffman, #41484
Douglas R. Sprong, #39585
Korein Tillery, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101


By:


Leland B. Curtis, #20550
Carl J. Lumley, #32869
Curtis, Heinz, Garrett & O'Keefe, P.C.
130 S. Bemiston, Ste. 200
Clayton, MO 63105

By:

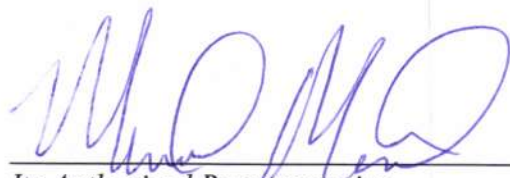

John F. Mulligan, Jr., #34431
101 South Hanley, Ste. 1280
Clayton, MO 63105

By:


Howard Paperner, P.C. #23488
9322 Manchester Road
St. Louis, MO 63119

Union Electric Company d/b/a Ameren Missouri

By:



Its Authorized Representative

Defendant's Counsel

By:



Byron E. Francis #23982

William Ray Price, Jr. #29142

Thomas B. Weaver #29176

Eric M. Trelz #37248

Armstrong Teasdale, LLP

7700 Forsyth Blvd., Suite 1800

St. Louis, Missouri 63105

EXHIBIT 1

Alexandria	Chamois	Franklin
Altamont	Charlack	Frontenac
Anniston	Charleston	Gasconade
Arnold	Chesterfield	Gerald
Ashland	Clark	Glendale
Augusta	Clarksburg	Gordonville
Auxvasse	Clarksville	Green Castle
Ballwin	Clayton	Green City
Baring	Clifton Hill	Greendale
Barnett	Cool Valley	Green Park
Bella Villa	Cottleville	Greentop
Belle	Country Club Hills	Hallsville
Bellefontaine Neighbors	Cowgill	Hamilton
Bellerive Acres	Crestwood	Hartsburg
Bellflower	Creve Coeur	Hawk Point
Bel-Nor	Crystal City	Haywood City
Benton	Crystal Lake Park	Hazelwood
Berger	Curryville	Herculaneum
Berkeley	Dellwood	Higbee
Bernie	Delta	High Hill
Bertrand	Des Peres	Hillsboro
Beverly Hills	Desloge	Hillsdale
Black Jack	DeSoto	Holt
Blackwater	Dexter	Holts Summit
Bland	Downing	Huntsville
Bonne Terre	East Prairie	Hurdland
Boonville	Edina	Iron Mountain Lake
Bowling Green	Edmundson	Jamestown
Brashear	Eldon	Jefferson City
Braymer	Ellisville	Jennings
Breckenridge	Essex	Jonesburg
Breckenridge Hills	Eureka	Josephville
Brentwood	Ewing	Kearney
Bridgeton	Excelsior Springs	Kidder
Brookfield	Farber	Kingston
Bunceton	Fenton	Kinloch
Byrnes Mill	Ferguson	Kirksville
Calverton Park	Festus	Kirkwood
Canalou	Flint Hill	Knox City
Canton	Flordell Hills	Labelle
Cape Girardeau	Florissant	Laddonia
Center	Foley	Ladue
Centralia	Foristell	LaGrange
Chaffee	Frankford	Lake Ozark

Lake St. Louis
Lakeshire
Lathrop
Lawson
Leadington
Leadwood
Lewistown
Liberty
Lilbourn
Linn
Linn Creek
Lohman
Louisiana
Madison
Manchester
Maplewood
Marthasville
Martinsburg
Maryland Heights
Matthews
Maysville
McFall
McKittrick
Meta
Mexico
Middletown
Miner
Moberly
Moline Acres
Montgomery City
Mooreville
Morehouse
Morley
Morrison
Mosby
Moscow Mills
Nelson
New Bloomfield
New Florence
New Franklin
New Haven
New London
Normandy
Northwoods
Novinger
Oakland

O'Fallon
Old Monroe
Olivette
Oran
Osage Beach
Osborn
Otterville
Overland
Owensville
Pacific
Pagedale
Park Hills
Parma
Pasadena Hills
Pevely
Pilot Grove
Pine Lawn
Plattsburg
Polo
Portageville
Prairie Home
Queen City
Richmond Heights
Risco
Rock Hill
Rosebud
Russellville
Saint Ann
Saint Charles
Saint Clair
Saint Elizabeth
Saint John
Saint Louis City
Saint Louis County
Saint Martins
Saint Peters
Scott City
Shrewsbury
Silex
Smithton
South Gorin
Stover
Sturgeon
Sunset Hills
Syracuse
Taos

Tipton
Town & Country
Troy
Union
University City
Valley Park
Vandalia
Vandiver
Velda City
Versailles
Vienna
Vinita Park
Wardsville
Warrenton
Warson Woods
Washington
Wayland
Webster Groves
Wellston
Wellsville
Wentzville
Westphalia
Wildwood
Winchester
Winfield
Winston
Wood Heights
Woodson Terrace
Wright City
Wyaconda

EXHIBIT 2

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

CITY OF WINCHESTER, MISSOURI)	
and CITY OF CREVE COEUR,)	
MISSOURI,)	
)	
On behalf of themselves and all)	
others similarly situated,)	
)	Cause No. 11SL-CC04561
Plaintiffs,)	
)	Division No. 14
vs.)	
)	
UNION ELECTRIC COMPANY)	
d/b/a AMEREN MISSOURI,)	
)	
Defendant.)	

FINAL ORDER AND JUDGMENT OF DISMISSAL

The Court has before it the parties' proposed final settlement. These issues have been fully briefed. Based upon the evidence and argument presented both in the motion for preliminary approval of the settlement and the motion for final approval and the hearings on these matters, and the Court being fully advised in the premises, now finds and rules as follows.

PLAINTIFFS AND SETTLEMENT CLASS

1. On August 11, 2017, this Court entered an Order Granting Preliminary Approval of Settlement, in which it ordered, for the purpose of effectuating the parties' settlement only, the certification of the Settlement Class defined as follows:

All Political Subdivisions in Ameren's Missouri service territory that have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B of the Settlement Agreement), including – but not limited to – those Political Subdivisions listed on Exhibit 1 hereto. The Prior Opt-Outs listed on Exhibit 2 hereto are specifically excluded from the Settlement Class.

2. Pursuant to the terms of the Settlement Agreement, the Court instructed Defendant to send by direct mail a settlement notice to all municipalities in Defendant's service territory and St. Louis County, and instructed Class Counsel to post certain documents on the website of the Missouri Municipal League ("Notice Plan").

3. By way of affidavits filed by counsel for Defendant and Settlement Class Counsel, those actions were accomplished. Copies of the Notice of Class Action Settlement were sent by first class mail to approximately _____ Missouri Political Subdivisions.

4. The Court has determined that the Notice given to the members of the Settlement Class pursuant to the Notice Plan set forth in the Settlement Agreement fully, accurately, and adequately informed all members of the Settlement Class of all material elements of the proposed Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all class members, and complied fully with Rule 52.08 of the Missouri Rules of Civil Procedure, the Missouri Constitution, the United States Constitution, and all other applicable law. The Court has jurisdiction over all claims of the Settlement Class Members as asserted in Plaintiffs' Petition for Declaratory Judgment and Other Relief and as set forth in the Settlement Agreement. Likewise, the Court has jurisdiction over all Settlement Class Members that did not properly exclude themselves as provided for in the Notice and Defendant, which submitted itself to the jurisdiction of the Court.

5. The Court finds that City of Winchester, Missouri and the City of Creve Coeur, Missouri are adequate representatives of the Settlement Class, and that treatment of this action as a class action, with the class defined as the Settlement Class in Paragraph 1 herein, is appropriate and proper, and satisfies the criteria set forth in Rule 52.08.

6. The Court finds sufficient evidence exists that all elements of Missouri Supreme Court Rule 52.08 are satisfied with respect to the Settlement Class.

A. **Numerosity.** Pursuant to Rule 52.08(a)(1), the Court finds sufficient evidence that the number of Political Subdivisions in the Settlement Class, hundreds in all, is so numerous that joinder of all members would be inefficient, costly, time-consuming and impracticable. Class certification is authorized where the class is comprised of far less. *See Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 168 (Mo.App.W.D. 2006) (“Class certifications have been upheld where the class is composed of 100 or even less.”). Accordingly, the number of Political Subdivisions is sufficient to meet the numerosity requirement of Rule 52.08(a).

B. **Commonality and Predominance.** Pursuant to Rule 52.08(a)(2) and (b)(3), the Court finds there are questions of law and fact common to the Settlement Class and that those common questions predominate over any questions affecting individual members of the Settlement Class. The commonality requirement is satisfied so long as there is a single issue common to the class members. *Rentschler v. Carnahan*, 160 F.R.D. 114, 116 (E.D.Mo. 1995). Further, “[t]he nature of the evidence that will suffice to resolve a question determines whether the question is common or individual.” *Craft v. Philip Morris Companies, Inc.*, 190 S.W.3d 368, 382 (Mo.App.E.D. 2005). The central issue in this case is whether Defendant is liable to members of the Settlement Class under their respective business and/or occupational license tax ordinances for taxes on revenues assigned to various FERC accounts and Ameren Subaccounts. Because this issue is central to all Settlement Class Members and involves the same evidence, this issue predominates over any individual issues that may be encountered. *See State ex rel. American Family Mut. Ins. Co. v. Clark*, 106 S.W.3d 483, 488 (Mo. bane 2003); *see also Craft*,

190 S.W.3d at 381-82. Accordingly, there are predominant questions common to the Settlement Class.

C. **Typicality.** Pursuant to Rule 52.08(a)(3), the Court finds that the claims of the named Plaintiffs are typical of the claims of the Settlement Class Members. “The burden of demonstrating typicality is fairly easily met so long as other class members have claims similar to the named plaintiff.” *Hale v. Wal-Mart Stores, Inc.*, 231 S.W.3d 215, 223 (Mo.App.W.D. 2007). Here, the named Plaintiffs’ claims are identical to the claims of the Settlement Class, and in the Petition itself, the named Plaintiffs do not seek relief for themselves which is different from the relief sought on behalf of the Settlement Class. Further, the named Plaintiffs have not alleged any cause of action only on behalf of themselves, but rather they allege all of their causes of action on a representative basis for themselves and for the benefit of the class they seek to represent. Therefore, the Court finds that the named Plaintiffs and the Settlement Class meet the requirements of 52.08(a)(3).

D. **Adequacy.** Pursuant to Rule 52.08(a)(4), the Court finds that the named Plaintiffs and their Counsel have and will fairly and adequately protect the interests of the members of the Settlement Class. The Court notes the complexity of this matter as a class action and finds that Settlement Class Counsel have vigorously pursued this litigation and have been instrumental in reaching a settlement on behalf of the Settlement Class which confers substantial benefits on the Settlement Class. Further, there is no apparent conflict of interest between the Plaintiffs and the Settlement Class Members or among the Settlement Class Members or among Settlement Class Counsel. Therefore, the Court finds that the named Plaintiffs and Class Counsel meet the requirements of 52.08(a)(4) and are therefore adequate.

E. **Superiority.** Pursuant to Rule 52.08(b)(3), the Court finds that the class action procedure is superior to other available methods for the fair and efficient adjudication of this case. The alternatives, of course, to the class action procedure are a multiplicity of identical individual suits which would strain judicial resources, or wholesale intervention of all the parties which would be impracticable. The Court further finds that the interest of members of the Settlement Class in individually controlling the prosecution of separate actions is not likely to be a grave concern and does not render certification inappropriate in light of the amount of potential recovery for each class member. A court considering a class action settlement “need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2331, 2248 (1997). Therefore, the Court need not determine whether the case could have been certified for trial purposes.

Accordingly, the Court finds all necessary requirements for certification of a settlement class under Rule 52.08 have been met and the Settlement Class as defined in Paragraph 1 is certified for purposes of this Settlement; Plaintiffs City of Winchester, Missouri and City of Creve Coeur, Missouri, are appointed Class Representatives; and John W. Hoffman and Douglas R. Sprong, Korein Tillery, LLC, John F. Mulligan, Jr., Howard Paperner, Howard Paperner, P.C. and Leland B. Curtis and Carl J. Lumley, Curtis, Heinz, Garrett & O’Keefe, P.C., are appointed Class Counsel.

APPROVAL OF THE SETTLEMENT

7. The Court has carefully examined the Settlement and the terms set forth therein. The Court finds those terms fair, reasonable and adequate and in the best interests of the Settlement Class Members. The Court further finds that the Settlement has been reached without

collusion and as a result of arms-length negotiations. The Court hereby approves the Parties' Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

In consideration of the releases issued by the Settlement Class Members and Defendant and in full and final settlement of all Released Claims by the Settlement Class Members and Defendant, the terms of the Settlement Agreement are to be carried out.

RES JUDICATA AND DISMISSAL

8. The best notice practicable under the circumstances having been provided to the members of the Settlement Class and full opportunity having been offered to the Settlement Class Members to participate in the Final Fairness Hearing on the proposed Settlement, it is hereby determined that all Settlement Class Members, their heirs, trustees, executors, successors and assigns, who have not validly and timely elected to be excluded from the Settlement Class are bound by this Final Order and Judgment of Dismissal.

9. Upon the Effective Date of the Settlement, this Final Order and Judgment shall be *res judicata* as to the Released Claims and shall prohibit, bar, and preclude any prior, concurrent or subsequent litigation on the Released Claims brought individually, or in the name of, or otherwise on behalf of the Plaintiffs and the Settlement Class Members, other than those who excluded themselves. Pursuant hereto, the Settlement Class Members who have not properly excluded themselves from the Settlement will be deemed to have approved and will be deemed bound by the releases in the Settlement Agreement and by the other terms thereof, including, without limitation, their consent to the dismissal of this case.

10. Upon the Effective Date of the Settlement, the Plaintiffs and Settlement Class Members shall have, by operation of this Final Order and Judgment of Dismissal, fully, finally and forever released, relinquished, and discharged all Defendant released parties from all Released Claims.

11. Upon the Effective Date of the Settlement, Settlement Class Members, including the Plaintiffs, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting either directly or in any other capacity, any Released Claim against Defendant released parties.

12. Upon the Effective Date of the Settlement, the Defendant released parties shall have, by operation of this Final Order and Judgment of Dismissal, fully, finally, and forever released, relinquished, and discharged Plaintiffs, the Settlement Class Members and Class Counsel, from all claims arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims. In any future dispute relating to Defendant's payment of any Business License Tax, the Defendant released parties shall not raise any claims or defenses relating to the enactment or validity of the Settlement Class Members' Business License Tax ordinances in the form existing as of the Effective Date of the Settlement Agreement or the applicability of those ordinances to those receipts described in Section III.C.1 of the Settlement Agreement, subject to the terms thereof.

13. Neither this Final Order and Judgment of Dismissal, the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

- a. Offered or received against Defendant as evidence of or construed as or

deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by any of the Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendant;

- b. offered or received against Defendant as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant;
- c. offered or received against Defendant as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against Defendant in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement; provided, however, that Defendant may refer to it to effectuate the liability protection granted them hereunder;
- d. construed against Defendant as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or
- e. construed as or received in evidence as an admission, concession or presumption against the Plaintiffs or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by

Defendant have any merit, or that damages recoverable under the Petition would not have exceeded those agreed to in the Settlement Agreement.

14. The Court will enter a separate order awarding reasonable attorneys' fees, costs and expenses in an amount to be set forth in that separate order. Except as otherwise provided in this or a separate order, the Parties shall bear their own costs and attorneys' fees.

15. The Court finds that all parties and their counsel have complied with each requirement of Rule 55.03 of the Missouri Rules of Civil Procedure as to all proceedings herein.

16. Upon entry of the order referred to par. 14 above, the litigation is dismissed on the merits with prejudice and (except as provided for in the Settlement Agreement) without costs to any party as against any other, and all members of the Settlement Class who did not timely request exclusion are bound by the terms of the Settlement Agreement, including without limitation the release of claims set forth therein, and are forever enjoined and barred from commencing or prosecuting either directly, representatively or in any other capacity, any action or proceeding in any court against Defendant for or in relation to any Released Claims.

17. The provisions of this Final Order and Judgment of Dismissal are entered into as a result of a compromise settlement of disputed claims, and nothing contained herein shall be construed at any time as an admission or finding, express or implied, of any fault, liability, non-liability or wrongdoing by any party.

18. The provisions of this Final Order and Judgment of Dismissal are applicable to and binding upon Defendant and upon all members of the Settlement Class, their heirs, trustees, executors, successors and assigns. Excluded from the Settlement Class are those class members who timely requested exclusion pursuant to the terms of the Preliminary Approval Order.

RETENTION OF JURISDICTION

19. Without affecting the finality of this Final Order and Judgment of Dismissal, this Court retains exclusive jurisdiction over the administration, interpretation, effectuation or enforcement of the Settlement, this Final Order and Judgment of Dismissal, including any releases in connection therewith, and any other matters related or ancillary to the forgoing.

20. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

21. The Court finds there is no just reason for delay in entering this Judgment.

SO ORDERED:

DATED: _____

Honorable Kristine A. Kerr
Circuit Court Judge for the Twenty-First
Judicial Circuit, State of Missouri

EXHIBIT 3

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

CITY OF WINCHESTER, MISSOURI,)	
and CITY OF CREVE COEUR,)	
MISSOURI,)	
)	
On behalf of themselves and all)	
others similarly situated,)	
)	Cause No. 11SL-CC04561
Plaintiffs,)	
)	Division No. 14
v.)	
)	
UNION ELECTRIC COMPANY)	
d/b/a AMEREN MISSOURI,)	
)	
Defendant.)	
)	

TO: [CITY NAME]	Mailed: _____, 2017
[ADDRESS 1]	
[ADDRESS 2]. MISSOURI [ZIP CODE]	

NOTICE OF CLASS ACTION SETTLEMENT

This Notice explains the settlement of a class action lawsuit asserting claims that Union Electric Company d/b/a Ameren Missouri ("Defendant" or "Ameren") is liable to plaintiffs and class members for unpaid Business License Taxes. The Settlement has been preliminarily approved by the Court and provides for the payment of past taxes, accrued taxes and future taxes to Settlement Class Members.

PLEASE TAKE NOTICE THAT on December 15, 2017, in Division 14 of the Circuit Court of the County of St. Louis, at 1:30 p.m., a hearing shall be conducted to determine whether to grant final approval to the Settlement, consider any timely objections to the Settlement, and rule on the Fee and Expense Application submitted by attorneys for the plaintiffs.

No payments of past, accrued or future taxes by Defendant will be made to Settlement Class Members under the Settlement Agreement until after the Court's approval of the Settlement has become a Final Order and Judgment.

Read this Notice carefully. You may be entitled to share in the Settlement proceeds of this lawsuit. Your rights to a monetary award may be affected.

1. What is this lawsuit about?

A class action is pending in this Court. It is brought against Ameren by the Cities of Creve Coeur and Winchester, Missouri (“Plaintiffs”), individually and as representatives of a class of similarly-situated Missouri political subdivisions, which have adopted a code or ordinance that imposes a license tax on persons engaged in the business of supplying electric, power, energy or utility service in the political subdivisions.

Ameren is a regulated electric utility. Plaintiffs allege that, from 2007 to the present, Ameren did not pay license (sometimes referred to as “gross receipts”) taxes on all of its receipts from supplying electric products and services in the political subdivisions as required by the codes or ordinances.

Plaintiffs’ Petition contains two counts. In Count I, Plaintiffs seek declaratory and injunctive relief. Specifically, Plaintiffs seek a declaration that the license tax ordinances apply to receipts assigned to various FERC Accounts and Ameren Subaccounts (e.g., FERC Account 364 pole charges; FERC Account 450 forfeited discounts; Ameren Subaccount 451001 changing/connection/disconnection fees; Ameren Subaccount 451005 customer installations; etc.). Count II seeks back-taxes, interest and penalties in the event the ordinances apply to such revenues.

Ameren denies that the ordinances require it to pay taxes on these revenues and, as a result, that it owes taxes on any of the receipts at issue in this action. It raises several defenses, among them that Plaintiffs’ application of the ordinances is preempted by the Federal Power Act, 16 U.S.C. §§ 791a-828c, and impermissibly burdens interstate commerce in violation of the Commerce Clause, Article I, Section 8, of the Constitution of the United States.

Ameren and Plaintiffs wish to avoid the expense and uncertainty of continued litigation and desire to settle their disputes without further litigation. Based on information available to both sides, and the risks involved in a trial, attorneys for the class have concluded that the proposed Settlement is fair, reasonable, and adequate, and that it serves the best interests of class members.

2. What compensation or benefits will the Settlement provide?

The Settlement, if it is finally approved by the Court, provides for the payment of past taxes, accrued taxes and future taxes as described in more detail below.

- a. Payment of Past Taxes. The Settlement specifies a Past Tax payment with respect to each Settlement Class Member, and your Past Tax payment is shown below. The payment was determined in accordance with the formula attached hereto as Exhibit 1.

The amount of the Past Tax payment for you pursuant to the Settlement is estimated to be: [_____]. [If the amount is zero, it means that currently available information does not show you having a Business License Tax applicable to Ameren since 2007. See section 3 of this Notice if you believe this is incorrect.] Because the formula for calculating the Past Tax payment depends on the calculation of each Settlement Class Member's Business License Tax payment and other factors, it is possible that a Settlement Class Member's share of the amount to be distributed pursuant to the Settlement may change if, *inter alia*, Defendant approves an adjustment to the calculations pursuant to a Settlement Class Member's appeal to Defendant under Section V.C. of the Settlement Agreement, or otherwise.

- b. Payment of Accrued and Future Taxes. Effective April 1, 2017, Ameren has agreed to include the following receipts in the tax base for purposes of calculating the Business License Tax of each Settlement Class Member:
- (i) receipts upon which Ameren was already paying a Business License Tax to that Settlement Class Member prior to the commencement of the lawsuit, including receipts assigned to FERC Accounts 440, 442, 444, 445, 421REP, and 421RET; **PLUS**
 - (ii) receipts from any additional products or services that are subject to Missouri state sales tax; **PLUS**
 - (iii) receipts as described in (ii) from any retail customer that would otherwise be subject to the Missouri state sales tax but for an exemption for such customer from the state sales tax (e.g. not for profits under § 144.030.2(19), RSMo), unless such exemption or exclusion is also enumerated in the Business License Tax ordinance for the particular political subdivision; **PLUS**
 - (iv) receipts and revenues assigned to the following FERC Accounts and Ameren Subaccounts:
 - 300 Series CIACs [Contributions in Aid of Construction as defined by IRC Section 118(b)];
 - 364 Pole Charges;
 - 450 Forfeited Discounts;
 - 451001 Changing/Connection/Disconnection Fees;
 - 451005 Customer Installations – Trouble Calls;
 - 451006 Customer Installations – Other Work;
 - 451007 Temporary Facilities;
 - 454MJM Third Party Facility Rentals;
 - 454001 Pole Space Rentals;
 - 454002 Other Property Rental Revenue;
 - 454004 Agricultural Land Rental Revenue;
 - 454006 Facility Rentals for Interchange Customers;

454007 Facility Rentals for Third Party Customers;
 456010 Miscellaneous Billings;
 456011 Miscellaneous Bill Adjustments;
 456005 Overheads Billed – Other Parties; and
 456007 Collecting and Remitting Taxes.

Amounts accruing between April 1, 2017, and the Effective Date of settlement are referred to, collectively, as the “Accrued Tax Payment.” The amount of the Accrued Tax payment for you pursuant to the Settlement is estimated to be: [_____]. [If the amount is zero, it means that currently available information does not show you having a Business License Tax applicable to Ameren since 2007. See section 3 of this Notice if you believe this is incorrect.] The payment was determined in accordance with the formula attached hereto as Exhibit 1. The Accrued Tax Payment may be reduced through the release of Protested Taxes paid by Ameren.

Further, Ameren guarantees to pay a minimum of \$6.5 million in aggregate Business License Taxes on the receipts identified in 2.b(iv) above to Settlement Class Members received during the first sixty (60) months following the Effective Date of settlement (“Guaranteed Tax Payment”).

3. Are you a member of this settlement class?

This Notice has been sent to you because you may be a member of a group of political subdivisions (a class) for whom a settlement with Ameren has been reached. The Settlement Class consists of all Political Subdivisions in Ameren’s Missouri service territory that have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B of the Settlement Agreement), including – but not limited to – those Political Subdivisions listed on Exhibit 2 hereto. The following are specifically excluded from the Settlement Class: the Prior Opt-Outs.

If your jurisdiction is not listed on Exhibit 2, it signifies that according to records available to Class Counsel and Ameren you do not have a Business License Tax. If you disagree with this determination, you must submit a detailed explanation of the basis for your disagreement, along with your Business License Tax, postmarked on or before October 16, 2017, as specified in Section V.C. of the Settlement Agreement. You should mail your explanation to: Armstrong Teasdale, LLP, Attn: Ameren Settlement Administrator, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105.

Failing consensual resolution, Ameren will notify the challenging Political Subdivision that it may present its disagreement through counsel to the Court for resolution. The Court’s resolution shall be the exclusive remedy of such Political Subdivision, and any disagreement as to class membership shall not be subject to further challenge or appeal.

4. What are your options?

- Do nothing. If you are a Settlement Class Member, you will receive the Past Tax payment shown in par. 2.a of this Notice and Accrued and Future Taxes in accordance with par. 2.b of this Notice. You do not need to file a claim form. These are good faith estimates of your Past Tax payment and Accrued Tax payment amounts. Past Tax payments are subject to adjustment as provided for in the Settlement Agreement.

Unless you file a Request for Exclusion (see par. 4.c below), you will be prohibited from bringing a lawsuit against Ameren based on any of the released claims asserted by Plaintiffs. The judgment(s), whether favorable or not, will include all members of the Settlement Class who do not request exclusion. Any Settlement Class Member who does not request exclusion may, if desired, enter an appearance through counsel at your own expense.

- Stay in the Settlement Class and file an objection if you disagree with any part of the Settlement or the request for attorneys' fees or expenses.
- Exclude yourself from the Settlement Class, which means you will not participate in any of the financial benefits from the proposed Settlement, will not be bound by the releases made or judgments entered in connection with the Settlement, and will not be permitted to object to any part of the Settlement.

a. What happens if you disagree with the amount of the Past Tax payment?

Under the terms of the Settlement, a Settlement Class Member that disagrees with the Past Tax payment amount may submit a detailed explanation as to why it believes the Past Tax payment was incorrectly calculated postmarked on or before October 16, 2017, as specified in Section V.C. of the Settlement Agreement. You should mail your explanation to: Armstrong Teasdale, LLP, Attn: Ameren Settlement Administrator, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105.

In the event Ameren disagrees with the Settlement Class Member's contention, Ameren is obligated to meet and confer in good faith with Class Counsel and representatives of the Settlement Class Member in question in an effort to resolve the issue. If after such consultation, the Settlement Class Member and Ameren cannot agree on the Past Tax payment, the Past Tax payment specified in this Notice shall be the amount the Settlement Class Member is entitled to receive pursuant to the Settlement, subject to the Settlement Class Member's right to present its disagreement through counsel to the Court for resolution. The Court's resolution shall be the exclusive remedy of such Settlement Class Member, and any disagreement as to the amount of the Past Tax payment shall not be subject to further challenge or appeal.

b. How do I file an objection to the settlement?

If you are a Settlement Class Member, you must state your objection in writing and file it with the Court postmarked no later than October 16, 2017. The objection should be addressed to the Clerk of the Court, St. Louis County Circuit Court, Division 14, 7900 Carondelet, Clayton, Missouri 63105, and marked to indicate “Objection to proposed settlement in *City of Winchester, Missouri, et al., v. Union Electric Company*, Case No. 11SL-CC04561.”

You must simultaneously mail your objection to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

Leland B. Curtis
Carl J. Lumley
Curtis, Heinz, Garrett & O’Keefe, P.C.
130 S. Bemiston, Suite 200
Clayton, MO 63105

John F. Mulligan, Jr.
101 South Hanley, Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

and to Ameren’s attorneys:

Byron E. Francis
William Ray Price, Jr.
Thomas B. Weaver
Eric M. Trelz
Armstrong Teasdale, LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

Included in any such objection must be a statement of the basis for your objection, all papers, briefs and evidence in support of the objection, and a declaration stating that you are a Settlement Class Member described in par. 3 above. If you do not properly file and serve an objection by the required date, any objection you have to the Settlement will be waived and you forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys’ fees and expenses, or the Final Order and

Judgment of dismissal. Objectors may be subject to discovery and depositions related to their objections.

c. How do I exclude myself from the settlement class?

You can exclude yourself from the Settlement Class, which means you will not participate in any aspect of the Settlement and you may pursue your own claims, if any, at your own expense against the Defendant. Any political subdivision that desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must mail a timely and valid written Request for Exclusion bearing a United States postmark no later than October 16, 2017, to:

Armstrong Teasdale, LLP
Attn: Ameren Settlement Administrator
 7700 Forsyth Blvd., Suite 1800
 St. Louis, Missouri 63105

You must simultaneously mail your Request for Exclusion to Class Counsel:

John W. Hoffman
 Douglas R. Sprong
 Korein Tillery, LLC
 505 N. 7th Street, Suite 3600
 St. Louis, MO 63101

John F. Mulligan, Jr.
 101 South Hanley, Suite 1280
 Clayton, MO 63105

Leland B. Curtis
 Carl J. Lumley
 Curtis, Heinz, Garrett & O'Keefe, P.C.
 130 S. Bemiston, Suite 200
 Clayton, MO 63105

Howard Paperner
 9322 Manchester Road
 St. Louis, MO 63119

and to Ameren's attorneys:.

Byron E. Francis
 William Ray Price, Jr.
 Thomas B. Weaver
 Eric M. Trelz
 Armstrong Teasdale, LLP
 7700 Forsyth Blvd., Suite 1800
 St. Louis, Missouri 63105

In order to be valid, a Request for Exclusion must: (1) be signed personally by the duly authorized representative of the political subdivision; (2) be timely mailed to the designated addresses above; (3) clearly request exclusion from the Settlement Class; and (4) contain the name, address, and telephone number of the duly authorized representative of the political subdivision.

Any political subdivision that elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Fairness Hearing.

5. When will the Court conduct the Final Fairness Hearing?

A Final Fairness Hearing shall be held before this Court at 1:30 p.m. on December 15, 2017, in Division 14 of the Circuit Court for St. Louis County, State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Order and Judgment of dismissal should be entered; (c) whether Class Counsel's attorneys' fees and expense application should be approved; (d) objections, if any, to the Settlement; and (e) any other matters the Court deems appropriate.

Although the hearing will be open to the public, you will not be permitted to speak in opposition to the issues above at the hearing unless you have filed a timely objection to the settlement or to the attorneys' fees and expenses in the manner described above. If you have filed a timely objection, you may appear with your own counsel and be heard at the hearing. If you plan to appear through counsel at the Final Fairness Hearing, either in opposition to the Settlement or to the Fees and Expenses, your counsel must file a Notice of Intent to Appear with the Clerk of the Court and send a copy to Settlement Class Counsel and Counsel for Ameren, at the addresses set forth above, postmarked on or before October 16, 2017. All papers, briefs and evidence must be submitted with your objection.

6. How much money will the attorneys be paid and who will pay it?

The attorneys for the Plaintiffs and the Settlement Class will submit to the Court for approval a request for attorneys' fees, costs, and expenses in the amount of \$5,188,000, which is approximately twenty-five percent (25%) of the total of the Past Tax Payment, Accrued Tax Payment (including the release of Protested Taxes to Settlement Class Members), and Guaranteed Tax Payment funds, plus litigation expenses, to be paid by Ameren from the Past Tax Payment fund.

Ameren has agreed not to oppose an award of fees and expenses in the amount set forth in this Notice. The Court will determine the amount of any fees and expenses awarded to Class Counsel.

7. Assignment to the Missouri Municipal League or Municipal League of Metro St. Louis.

The settlement allows you to assign a portion of your Past Tax payment, i.e., a portion of the amount shown in par. 2.a. above, to the Missouri Municipal League or the Municipal League of Metro St. Louis (if you are located within St. Louis City or St. Louis County). If you wish to make such an assignment, you must complete and return the form

attached as Exhibit 3 to this Notice. **The amount of Past Tax payment that you receive will be reduced by the amount of the assignment.**

8. Where can you get additional information?

This Notice provides only a summary of matters regarding the lawsuit. The pleadings, Settlement Agreement, and orders in the lawsuit provide greater detail and may clarify matters that are described only in general or summary terms in this Notice. Copies of the Settlement Agreement, Frequently Asked Questions and template Notice may be examined at <http://www.mocities.com>.

You also may examine the Settlement Agreement, court orders and other papers filed in the lawsuit at the Office of the Clerk of the Circuit Court of St. Louis County, 7900 Cardondelet Ave., Clayton, Missouri 63105, during regular business hours. If you wish, you may seek the advice and guidance of outside attorneys, at your own expense.

If you wish to communicate with or obtain information from attorneys for the class, you may do so by letter to the addresses listed below. You should direct such inquiries concerning a claim or other matters described in this Notice to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

Leland B. Curtis
Carl J. Lumley
Curtis, Heinz, Garrett & O'Keefe, P.C.
130 S. Bemiston, Suite 200
Clayton, MO 63105

John F. Mulligan, Jr.
101 South Hanley, Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Please do not contact the Court, Counsel for Ameren, or any Ameren representative for information.

Dated: _____, 2017

By Order of the Circuit Court of St. Louis County,
State of Missouri, Honorable Judge Kristine A. Kerr

NOTICE EXHIBIT 1

CALCULATION OF PAST AND ACCRUED TAX PAYMENTS

		Past tax award: A		Attorneys' Fees: B			
		Accrued tax per month C		Number of accrual months: D			
Class member	Total 2016 E (total of 2016 payments)	Past Tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total	Total payment
Class member list	K (class member 2016 payment)	F (Share of 2016 payments) = K/E (adjusted for partial back-tax period communities)	G (past tax)=F*(A-B)	L (Accrued tax share) = K/E	H (accrued tax per month)=L*C	I (accrued tax total)=D*H (includes release of protest payments)	J (total payment)=G+I

NOTICE EXHIBIT 2

Alexandria	Centralia	Florissant
Altamont	Chaffee	Foley
Anniston	Chamois	Foristell
Arnold	Charlack	Frankford
Ashland	Charleston	Franklin
Augusta	Chesterfield	Frontenac
Auxvasse	Clark	Gasconade
Ballwin	Clarksburg	Gerald
Baring	Clarksville	Glendale
Barnett	Clayton	Gordonville
Bella Villa	Clifton Hill	Green Castle
Belle	Cool Valley	Green City
Bellefontaine Neighbors	Cottleville	Greendale
Bellerive Acres	Country Club Hills	Green Park
Bellflower	Cowgill	Greentop
Bel-Nor	Crestwood	Hallsville
Benton	Creve Coeur	Hamilton
Berger	Crystal City	Hartsburg
Berkeley	Crystal Lake Park	Hawk Point
Bernie	Curryville	Haywood City
Bertrand	Dellwood	Hazelwood
Beverly Hills	Delta	Herculaneum
Black Jack	Des Peres	Higbee
Blackwater	Desloge	High Hill
Bland	DeSoto	Hillsboro
Bonne Terre	Dexter	Hillsdale
Boonville	Downing	Holt
Bowling Green	East Prairie	Holts Summit
Brashear	Edina	Huntsville
Braymer	Edmundson	Hurdland
Breckenridge	Eldon	Iron Mountain Lake
Breckenridge Hills	Ellisville	Jamestown
Brentwood	Essex	Jefferson City
Bridgeton	Eureka	Jennings
Brookfield	Ewing	Jonesburg
Bunceton	Excelsior Springs	Josephville
Byrnes Mill	Farber	Kearney
Calverton Park	Fenton	Kidder
Canalou	Ferguson	Kingston
Canton	Festus	Kinloch
Cape Girardeau	Flint Hill	Kirksville
Center	Flordell Hills	Kirkwood

Knox City
 Labelle
 Laddonia
 Ladue
 LaGrange
 Lake Ozark
 Lake St. Louis
 Lakeshire
 Lathrop
 Lawson
 Leadington
 Leadwood
 Lewistown
 Liberty
 Lilbourn
 Linn
 Linn Creek
 Lohman
 Louisiana
 Madison
 Manchester
 Maplewood
 Marthasville
 Martinsburg
 Maryland Heights
 Matthews
 Maysville
 McFall
 McKittrick
 Meta
 Mexico
 Middletown
 Miner
 Moberly
 Moline Acres
 Montgomery City
 Mooresville
 Morehouse
 Morley
 Morrison
 Mosby
 Moscow Mills
 Nelson

New Bloomfield
 New Florence
 New Franklin
 New Haven
 New London
 Normandy
 Northwoods
 Novinger
 Oakland
 O'Fallon
 Old Monroe
 Olivette
 Oran
 Osage Beach
 Osborn
 Otterville
 Overland
 Owensville
 Pacific
 Pagedale
 Park Hills
 Parma
 Pasadena Hills
 Pevely
 Pilot Grove
 Pine Lawn
 Plattsburg
 Polo
 Portageville
 Prairie Home
 Queen City
 Richmond Heights
 Risco
 Rock Hill
 Rosebud
 Russellville
 Saint Ann
 Saint Charles
 Saint Clair
 Saint Elizabeth
 Saint John
 Saint Louis City
 Saint Louis County

Saint Martins
 Saint Peters
 Scott City
 Shrewsbury
 Silex
 Smithton
 South Gorin
 Stover
 Sturgeon
 Sunset Hills
 Syracuse
 Taos
 Tipton
 Town & Country
 Troy
 Union
 University City
 Valley Park
 Vandalia
 Vandiver
 Velda City
 Versailles
 Vienna
 Vinita Park
 Wardsville
 Warrenton
 Warson Woods
 Washington
 Wayland
 Webster Groves
 Wellston
 Wellsville
 Wentzville
 Westphalia
 Wildwood
 Winchester
 Winfield
 Winston
 Wood Heights
 Woodson Terrace
 Wright City
 Wyaconda

NOTICE EXHIBIT 3**ASSIGNMENT TO MISSOURI MUNICIPAL LEAGUE OR MUNICIPAL LEAGUE OF
METRO ST. LOUIS**

If you wish to assign part of your Past Tax payment to the Missouri Municipal League or the Municipal League of Metro St. Louis (if you are located within St. Louis City or St. Louis County), please complete, sign and mail this form to Ameren's attorneys, postmarked on or before _____. The amount of your Past Tax payment will be reduced by the amount assigned, which may be in dollars or a percentage of your Past Tax payment, but not both.

Political Subdivision: _____

Name of Authorized Representative: _____

Title: _____

Address: _____

Assignment Amount: \$ _____ or % _____

Signature: _____

Date: _____

Mail to the Ameren Settlement Administrator:

Armstrong Teasdale, LLP
Attn: **Ameren Settlement Administrator**
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

EXHIBIT 4

On July 2, 2013, the Court entered an Order Approving Plaintiffs' Notice Plan and Form of Class Notice. Class Counsel mailed notice of the class action to 330 Missouri political subdivisions thereafter (and posted it on the website of the Missouri Municipal League at <http://www.mocities.com>). As of August 28, 2013, the deadline for opting-out, Class Counsel had received exclusion requests from ("Prior Opt-Outs"):

1. City of Revere, Missouri
2. Village of Rush Hill, Missouri

EXHIBIT 5

**IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI**

CITY OF WINCHESTER, MISSOURI,)	
and CITY OF CREVE, COEUR, MISSOURI,)	
)	
On behalf of themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	Case No.: 11SL-CC04561
)	
v.)	Div. 14
)	
UNION ELECTRIC COMPANY)	
d/b/a AMEREN MISSOURI,)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

WHEREAS, Plaintiffs and Class Representatives City of Winchester, Missouri, and City of Creve Coeur, Missouri on behalf of the Settlement Class (as certified below) (collectively “Plaintiffs”) and Defendant, Union Electric Company d/b/a Ameren Missouri (“Ameren”) have reached a settlement and compromise of the disputes between them in the above-captioned action, which is embodied in the Settlement Agreement, dated August 4, 2017, filed with the Court;

WHEREAS, the parties have applied to the Court for preliminary approval of the proposed Settlement of the Action;

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents, and the parties to the Settlement Agreement having consented to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. Subject to further consideration by the Court at the time of the Final Fairness Hearing, the Court preliminarily approves the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for their consideration.

3. For purposes of the Settlement only, the Court hereby certifies a Settlement Class consisting of all Political Subdivisions in Defendant's Missouri service territory that, on or before August 11, 2017, have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B of the Settlement Agreement). Excluded from the Settlement Class are the City of Revere, Missouri, and the Village of Rush Hill, Missouri.

4. The Court hereby finds, for purposes of effectuating the Settlement, that each element for certification of the Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08 is met: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class members in the litigation is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and their counsel have fairly and adequately represented and protected the interests of all Settlement Class members; (e) the prosecution of separate actions by or against individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class; (f) the parties opposing the Settlement Class have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a

whole; (g) questions of law or fact common to members of the Settlement Class predominate over any questions affecting individual members; and (h) a class action is superior to other available methods for fair and efficient adjudication of the controversy.

5. The Court hereby appoints Plaintiffs, City of Winchester, Missouri, and City of Creve Coeur, Missouri, as representatives of the Settlement Class.

6. Plaintiffs' Class Counsel are authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Settlement Agreement or such other acts which are reasonably necessary to consummate the proposed settlement set forth in the Settlement Agreement.

7. A Final Fairness Hearing shall be held before this Court at 1:30 p.m. on December 15, 2017, in Division 14 of the Circuit Court for St. Louis County, State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Order and Judgment of Dismissal should be entered; (c) whether Class Counsel's attorneys' fees and expense application should be approved; (d) objections, if any, to the Settlement; and (e) any other matters the Court deems appropriate.

8. With the exception of such proceedings as are necessary to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Political Subdivisions (except City of Revere, Missouri, and Village of Rush Hill, Missouri) are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement unless the Political Subdivision files a valid and timely Request for Exclusion.

9. The Court approves, as to form and content, the Notice of Class Action Settlement in the form attached as Exhibit 3 to the Settlement Agreement. On or before twenty

(20) days after entry of this Order, Ameren is directed to send the Notice of Class Action Settlement to all municipalities in Ameren's service territory and to St. Louis County by first class United States mail, postage prepaid, to their last known address.

10. As set forth in the Settlement Agreement, Class Counsel is directed to assist Ameren in identifying the name and address of each Missouri municipality.

11. Ameren shall file a declaration of compliance with the requirements of Paragraph 9 on or before September 11, 2017.

12. The Court finds that the parties' plan for providing notice to the municipalities and St. Louis County (the "**Notice Plan**") described in Section IV of the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the municipalities and St. Louis County of the pendency of the Action, preliminary certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Fairness Hearing, and complies fully with the requirements of Missouri Rule of Civil Procedure 52.08, the Constitution of the State of Missouri, the United States Constitution, and all other applicable laws, and constitutes due and sufficient notice to all persons entitled to receive notice.

13. The Court further finds that the Notice Plan described in Section IV of the Settlement Agreement will adequately inform the municipalities and St. Louis County of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any municipality or St. Louis County that desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must mail to a designated address, pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion bearing a United States postmark no later than October 16,

2017. On or before October 23, 2017, Ameren shall prepare and send to the Court, with copies to Class Counsel and Ameren's Counsel, a Report on Requests for Exclusions pursuant to Section V.B of the Settlement Agreement.

14. In order to be valid, a Request for Exclusion must: (1) be signed personally by the duly authorized representative of the municipality or St. Louis County; (2) be timely mailed to the designated address; (3) clearly request exclusion from the Settlement Class; and (4) contain the name, address, and telephone number of the duly authorized representative of the municipality or St. Louis County. Any municipality or St. Louis County that elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Fairness Hearing. The names and addresses of all municipalities or St. Louis County timely submitting valid Requests for Exclusion shall be provided to the Court.

15. All members of the Settlement Class that have not, by October 16, 2017, submitted a valid and timely Request for Exclusion in the manner set forth in Paragraph 14 of this Order shall be Settlement Class Members and shall be bound by the terms of the Settlement Agreement and the Final Order and Judgment of Dismissal. Any and all Settlement Class Members shall be conclusively deemed to have fully and finally released Ameren from any and all of the Released Claims.

16. Any Settlement Class Member may object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, or to the proposed Final Order and Judgment of Dismissal. Any such Class Member shall have the right to appear and be heard at the Final Fairness Hearing through an attorney retained at the Class Member's own expense.

Any such Class Member must file with the Court and serve on Class Counsel and Defendants' Counsel, postmarked no later than October 16, 2017, a written notice of intention to appear together with supporting papers including a detailed statement of the specific objections made. Any member of the Settlement Class that validly and timely submits a Request for Exclusion from the Settlement Class may not object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, or to the proposed Final Order and Judgment of Dismissal.

17. Service of all papers on counsel for the parties shall be made as follows: for Class Counsel, to John W. Hoffman and Douglas R. Sprong, Korein Tillery, LLC, 505 N. 7th Street, Suite 3600, St. Louis, MO 63101; John F. Mulligan, Jr., 101 South Hanley, Suite 1280, Clayton, MO 63105; Howard Paperner, 9322 Manchester Road, St. Louis, MO 63119; and Leland B. Curtis and Carl J. Lumley, Curtis, Heinz, Garrett and O'Keefe, P.C., 130 S. Bemiston, Ste. 200, Clayton, MO 63105; for Defendants' Counsel, to Byron E. Francis, William Ray Price, Jr., Thomas B. Weaver and Eric M. Trelz, Armstrong Teasdale LLP, 7700 Forsyth Blvd., Ste. 1800, St. Louis, MO 63105. Only Settlement Class Members that have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Fairness Hearing, along with their own counsel.

18. Any Settlement Class Member that does not make an objection in the time and manner provided in the Notice shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Settlement Agreement, the payment of attorneys' fees and expenses, or the Final Order and Judgment of Dismissal.

19. In the event the proposed Settlement does not become Final, or in the event the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

20. No later than seven (7) calendar days before the Final Fairness Hearing, all briefs supporting the Settlement Agreement, the request for attorneys' fees and costs, and all papers in response to objections to any of the foregoing, shall be served and filed.

21. Neither the Settlement Agreement nor the Notice, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Notice:

- (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Plaintiffs' Released Claims, or of any wrongdoing or liability of Ameren; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence of, any fault or omission of any of Ameren in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

22. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class. The Final Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court. The Court may consider modifications of the Settlement without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated August 11, 2017

Honorable Kristine A. Kerr, Division 14
Judge of the Circuit Court of St. Louis County

EXHIBIT 6

			Past tax award: A		Attorneys' Fees: B		
			Accrued tax per month C		Number of accrual months: D		
Class member	Total 2016 E (total of 2016 payments)	Past Tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total	Total payment
Class member list	K (class member 2016 payment)	F (Share of 2016 payments) = K/E (adjusted for partial back-tax period communities)	G (past tax)=F*(A-B)	L (Accrued tax share) = K/E	H (accrued tax per month)=L*C	I (accrued tax total)=D*H (includes release of protest payments)	J (total payment)=G+I

Exhibit 7

		Past tax award: 13,000,000.00			Attorneys' Fees: 5,188,000.00		
		Accrued tax per month 108,333.00			Number of accrual months: 9.77		
Class member	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
	\$143,905,723.11						
Altamont	5,930.19	0.000041	322.81	0.000041	4.46	43.62	366.42
Alexandria	5,185.17	0.000036	282.25	0.000036	3.90	38.14	320.39
Anniston	6,756.16	0.000047	367.77	0.000047	5.09	49.69	417.46
Arnold	2,143,649.48	0.014937	116,688.59	0.014896	1,613.75	15,766.35	132,454.94
Ashland	128,001.43	0.000892	6,967.70	0.000889	96.36	941.44	7,909.14
Augusta	11,823.86	0.000082	643.63	0.000082	8.90	86.96	730.59
Auxvasse	35,891.27	0.000250	1,953.73	0.000249	27.02	263.98	2,217.70
Ballwin	1,601,383.18	0.011159	87,170.57	0.011128	1,205.53	11,778.03	98,948.60
Baring	5,169.58	0.000036	281.40	0.000036	3.89	38.02	319.43
Barnett	5,523.52	0.000038	300.67	0.000038	4.16	40.62	341.30
Bella Villa	22,918.70	0.000160	1,247.57	0.000159	17.25	168.56	1,416.13
Belle	61,330.10	0.000427	3,338.48	0.000426	46.17	451.08	3,789.55
Bellefontaine Neighbors	564,452.38	0.003933	30,725.71	0.003922	424.92	4,151.50	34,877.21
Bellerive Acres	340,842.53	0.000171	1,335.86	0.002369	256.59	2,506.87	3,842.73
Bellflower	12,443.04	0.000087	677.33	0.000086	9.37	91.52	768.85
Bel-Nor	47,442.54	0.000016	123.96	0.000330	35.71	348.94	472.90
Benton	22,142.17	0.000154	1,205.30	0.000154	16.67	162.85	1,368.15
Berger	6,758.95	0.000047	367.92	0.000047	5.09	49.71	417.63
Berkeley	1,576,618.91	0.010986	85,822.54	0.010956	1,186.89	11,595.89	97,418.43
Bernie	82,246.03	0.000573	4,477.03	0.000572	61.92	604.91	5,081.94
Bertrand	14,260.45	0.000099	776.26	0.000099	10.74	104.88	881.15
Beverly Hills	40,749.04	0.000284	2,218.16	0.000283	30.68	299.71	2,517.86
Black Jack	122,274.54	0.000852	6,655.96	0.000850	92.05	899.32	7,555.28
Blackwater	8,127.45	0.000057	442.41	0.000056	6.12	59.78	502.19
Bland	24,308.49	0.000169	1,323.22	0.000169	18.30	178.79	1,502.01
Bonne Terre	264,732.39	0.001845	14,410.59	0.001840	199.29	1,947.08	16,357.67
Boonville	424,352.43	0.002957	23,099.43	0.002949	319.45	3,121.07	26,220.51
Bowling Green	181,972.05	0.001268	9,905.57	0.001265	136.99	1,338.39	11,243.95
Brashear	9,747.39	0.000068	530.59	0.000068	7.34	71.69	602.29
Braymer	35,346.80	0.000246	1,924.09	0.000246	26.61	259.97	2,184.06
Breckenridge	12,518.66	0.000087	681.45	0.000087	9.42	92.07	773.52
Breckenridge Hills	88,676.78	0.000618	4,827.08	0.000616	66.76	652.21	5,479.29
Brentwood	746,496.52	0.005202	40,635.20	0.005187	561.97	5,490.41	46,125.61
Bridgeton	1,580,610.96	0.011014	86,039.84	0.010984	1,189.89	11,625.25	97,665.09
Brookfield	235,708.16	0.001642	12,830.67	0.001638	177.44	1,733.61	14,564.28
Bunceton	14,212.64	0.000099	773.66	0.000099	10.70	104.53	878.19
Byrnes Mill	81,050.13	0.000565	4,411.93	0.000563	61.01	596.12	5,008.04
Calverton Park	39,774.43	0.000051	398.38	0.000276	29.94	292.54	690.92
Canalou	9,600.19	0.000067	522.58	0.000067	7.23	70.61	593.19
Canton	132,471.88	0.000923	7,211.05	0.000921	99.73	974.32	8,185.37
Cape Girardeau	2,788,948.64	0.019434	151,815.16	0.019380	2,099.54	20,512.46	172,327.62
Center	20,142.56	0.000140	1,096.45	0.000140	15.16	148.15	1,244.60
Centralia	80,129.65	0.000558	4,361.82	0.000557	60.32	589.35	4,951.17
Chaffee	97,148.15	0.000677	5,288.22	0.000675	73.13	714.52	6,002.73
Chamois	18,200.77	0.000127	990.75	0.000126	13.70	133.86	1,124.62
Charlack	95,216.00	0.000663	5,183.04	0.000662	71.68	700.30	5,883.34
Charleston	220,106.59	0.001534	11,981.40	0.001530	165.70	1,618.86	13,600.27
Chesterfield	3,835,753.53	0.026728	208,797.51	0.026655	2,887.58	28,211.62	237,009.13
Clark	8,579.01	0.000060	466.99	0.000060	6.46	63.10	530.09

Class member	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
	\$143,905,723.11						
Clarksburg	8,269.97	0.000058	450.17	0.000057	6.23	60.82	511.00
Clarksville	31,799.05	0.000222	1,730.97	0.000221	23.94	233.88	1,964.85
Clayton	2,704,393.30	0.018844	147,212.43	0.018793	2,035.88	19,890.56	167,102.99
Clifton Hill	5,201.05	0.000036	283.12	0.000036	3.92	38.25	321.37
Cool Valley	102,473.15	0.000714	5,578.08	0.000712	77.14	753.68	6,331.76
Cottleville	189,659.10	0.001322	10,324.01	0.001318	142.78	1,394.93	11,718.93
Country Club Hills	53,498.59	0.000373	2,912.17	0.000372	40.27	393.48	3,305.65
Cowgill	6,888.26	0.000048	374.96	0.000048	5.19	50.66	425.62
Crestwood	669,852.12	0.004668	36,463.10	0.004655	504.27	4,926.70	41,389.80
Creve Coeur	3,042,280.63	0.021199	165,605.17	0.021141	2,290.25	22,375.70	187,980.87
Crystal City	450,713.10	0.003141	24,534.36	0.003132	339.30	3,314.95	27,849.32
Crystal Lake Park	18,314.26	0.000128	996.93	0.000127	13.79	134.70	1,131.63
Curryville	6,425.51	0.000045	349.77	0.000045	4.84	47.26	397.03
Dellwood	189,388.46	0.001320	10,309.28	0.001316	142.57	1,392.93	11,702.21
Delta	7,831.83	0.000055	426.32	0.000054	5.90	57.60	483.92
Des Peres	507,682.15	0.003538	27,635.45	0.003528	382.19	3,733.96	31,369.40
Desloge	224,062.59	0.001561	12,196.75	0.001557	168.68	1,647.96	13,844.71
De Soto	467,930.24	0.003261	25,471.57	0.003252	352.26	3,441.58	28,913.16
Dexter	499,509.10	0.003481	27,190.55	0.003471	376.03	3,673.84	30,864.40
Downing	12,082.36	0.000084	657.70	0.000084	9.10	88.86	746.56
East Prairie	116,071.84	0.000809	6,318.32	0.000807	87.38	853.70	7,172.02
Edina	49,612.24	0.000346	2,700.62	0.000345	37.35	364.89	3,065.51
Edmundson	70,992.96	0.000495	3,864.47	0.000493	53.44	522.15	4,386.62
Eldon	307,910.25	0.002146	16,760.96	0.002140	231.80	2,264.65	19,025.61
Ellisville	975,063.88	0.006794	53,077.16	0.006776	734.03	7,171.51	60,248.67
Essex	16,935.54	0.000118	921.88	0.000118	12.75	124.56	1,046.44
Eureka	723,190.60	0.005039	39,366.55	0.005025	544.42	5,319.00	44,685.55
Ewing	14,269.75	0.000099	776.77	0.000099	10.74	104.95	881.72
Excelsior Springs	885,979.66	0.006174	48,227.90	0.006157	666.97	6,516.30	54,744.20
Farber	9,893.65	0.000069	538.56	0.000069	7.45	72.77	611.32
Fenton	869,146.83	0.006056	47,311.62	0.006040	654.30	6,392.50	53,704.11
Ferguson	1,134,387.46	0.007904	61,749.87	0.007883	853.97	8,343.32	70,093.18
Festus	489,216.29	0.003409	26,630.27	0.003400	368.28	3,598.14	30,228.41
Flint Hill	14,829.72	0.000103	807.25	0.000103	11.16	109.07	916.32
Floridell Hills	23,265.15	0.000162	1,266.43	0.000162	17.51	171.11	1,437.54
Florissant	2,885,039.79	0.020103	157,045.84	0.020048	2,171.87	21,219.20	178,265.04
Foley	4,293.41	0.000030	233.71	0.000030	3.23	31.58	265.29
Foristell	13,903.02	0.000097	756.80	0.000097	10.47	102.26	859.06
Frankford	11,612.60	0.000081	632.13	0.000081	8.74	85.41	717.54
Franklin	6,958.49	0.000048	378.78	0.000048	5.24	51.18	429.96
Frontenac	260,504.99	0.001815	14,180.47	0.001810	196.11	1,915.99	16,096.46
Gasconade	7,292.85	0.000051	396.98	0.000051	5.49	53.64	450.62
Gerald	82,930.50	0.000578	4,514.28	0.000576	62.43	609.95	5,124.23
Glendale	391,862.12	0.002731	21,330.84	0.002723	295.00	2,882.11	24,212.95
Gordonville	15,892.97	0.000111	865.13	0.000110	11.96	116.89	982.02
Green City	25,383.19	0.000177	1,381.72	0.000176	19.11	186.69	1,568.41
Greentop	21,964.41	0.000153	1,195.62	0.000153	16.53	161.55	1,357.17
Green Park	309,872.09	0.002159	16,867.75	0.002153	233.27	2,279.08	19,146.83
Greencastle	7,859.02	0.000055	427.80	0.000055	5.92	57.80	485.60
Greendale	19,042.90	0.000133	1,036.59	0.000132	14.34	140.06	1,176.65
Hallsville	56,221.09	0.000392	3,060.37	0.000391	42.32	413.50	3,473.87
Hamilton	80,451.49	0.000561	4,379.34	0.000559	60.56	591.71	4,971.05
Hartsburg	5,453.21	0.000038	296.84	0.000038	4.11	40.11	336.95

Class member	Total 2016 \$143,905,723.11	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Hawk Point	19,170.93	0.000134	1,043.56	0.000133	14.43	141.00	1,184.56
Haywood City	2,149.07	0.000015	116.98	0.000015	1.62	15.81	132.79
Hazelwood	1,920,015.66	0.013379	104,515.19	0.013342	1,445.40	14,121.54	118,636.72
Herculaneum	276,149.07	0.001924	15,032.05	0.001919	207.89	2,031.05	17,063.10
Higbee	18,600.55	0.000130	1,012.51	0.000129	14.00	136.81	1,149.32
High Hill	16,096.56	0.000112	876.21	0.000112	12.12	118.39	994.60
Hillsboro	176,995.16	0.001233	9,634.65	0.001230	133.24	1,301.78	10,936.43
Hillsdale	14,227.69	0.000099	774.48	0.000099	10.71	104.64	879.12
Holt	4,588.67	0.000032	249.78	0.000032	3.45	33.75	283.53
Holts Summit	170,058.84	0.001185	9,257.08	0.001182	128.02	1,250.77	10,507.84
Huntsville	62,000.69	0.000432	3,374.98	0.000431	46.67	456.01	3,830.99
Hurdland	5,723.73	0.000040	311.57	0.000040	4.31	42.10	353.67
Iron Mountain Lake	21,708.43	0.000151	1,181.69	0.000151	16.34	159.66	1,341.35
Jamestown	8,994.64	0.000063	489.62	0.000063	6.77	66.15	555.77
Jefferson City	3,899,045.92	0.027169	212,242.80	0.027094	2,935.22	28,677.13	240,919.93
Jennings	800,424.71	0.005577	43,570.76	0.005562	602.56	5,887.05	49,457.81
Jonesburg	54,761.01	0.000382	2,980.89	0.000381	41.22	402.76	3,383.65
Josephville	1,644.84	0.000011	89.54	0.000011	1.24	12.10	101.63
Kearney	46,791.23	0.000326	2,547.06	0.000325	35.22	344.15	2,891.20
Kidder	9,750.58	0.000068	530.77	0.000068	7.34	71.71	602.48
Kingston	11,482.99	0.000080	625.07	0.000080	8.64	84.46	709.53
Kinloch	24,823.94	0.000173	1,351.28	0.000173	18.69	182.58	1,533.86
Kirksville	947,001.28	0.006599	51,549.59	0.006581	712.91	6,965.11	58,514.69
Kirkwood	533,989.49	0.003721	29,067.48	0.003711	401.99	3,927.44	32,994.92
Knox City	7,477.59	0.000052	407.04	0.000052	5.63	55.00	462.04
La Belle	26,015.92	0.000181	1,416.16	0.000181	19.58	191.34	1,607.51
Laddonia	187,798.85	0.001309	10,222.75	0.001305	141.38	1,381.24	11,603.99
Ladue	1,027,439.92	0.007159	55,928.23	0.007140	773.46	7,556.73	63,484.95
La Grange	47,010.31	0.000328	2,558.98	0.000327	35.39	345.76	2,904.74
Lake Ozark	228,060.32	0.001589	12,414.36	0.001585	171.69	1,677.36	14,091.72
Lake St. Louis	8.08	0.000000	0.44	0.000000	0.01	0.06	0.50
Lakeshire	39,441.52	0.000275	2,146.98	0.000274	29.69	290.09	2,437.07
Lathrop	71,914.56	0.000501	3,914.64	0.000500	54.14	528.93	4,443.56
Lawson	85,632.99	0.000597	4,661.39	0.000595	64.46	629.82	5,291.22
Leadington	45,230.72	0.000315	2,462.11	0.000314	34.05	332.67	2,794.78
Leadwood	60,457.11	0.000421	3,290.96	0.000420	45.51	444.66	3,735.61
Lewistown	20,129.53	0.000140	1,095.74	0.000140	15.15	148.05	1,243.79
Liberty	78,425.68	0.000546	4,269.07	0.000545	59.04	576.81	4,845.88
Lilbourn	45,457.38	0.000317	2,474.45	0.000316	34.22	334.33	2,808.79
Linn	67,722.97	0.000472	3,686.47	0.000471	50.98	498.10	4,184.57
Linn Creek	9,170.68	0.000064	499.20	0.000064	6.90	67.45	566.65
Lohman	5,792.22	0.000040	315.30	0.000040	4.36	42.60	357.90
Louisiana	193,855.25	0.001351	10,552.42	0.001347	145.94	1,425.79	11,978.21
Madison	24,346.47	0.000170	1,325.29	0.000169	18.33	179.07	1,504.36
Manchester	733,193.06	0.005109	39,911.03	0.005095	551.95	5,392.57	45,303.60
Maplewood	1,042,881.59	0.007267	56,768.79	0.007247	785.09	7,670.30	64,439.09
Marthasville	51,158.17	0.000356	2,784.77	0.000355	38.51	376.26	3,161.04
Martinsburg	12,959.94	0.000090	705.47	0.000090	9.76	95.32	800.79
Maryland Heights	3,475,993.46	0.024221	189,214.13	0.024155	2,616.75	25,565.61	214,779.75
Matthews	26,441.10	0.000184	1,439.31	0.000184	19.91	194.47	1,633.78
Maysville	50,986.91	0.000355	2,775.45	0.000354	38.38	375.00	3,150.45
McFall	4,017.83	0.000028	218.71	0.000028	3.02	29.55	248.26
McKittrick	1,897.71	0.000013	103.30	0.000013	1.43	13.96	117.26

	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Class member	\$143,905,723.11						
Meta	68,741.17	0.000479	3,741.89	0.000478	51.75	505.59	4,247.48
Mexico	691,231.02	0.004817	37,626.85	0.004803	520.36	5,083.94	42,710.79
Middletown	12,504.41	0.000087	680.67	0.000087	9.41	91.97	772.64
Miner	24,667.06	0.000172	1,342.74	0.000171	18.57	181.42	1,524.16
Moberly	1,170,891.20	0.008159	63,736.93	0.008137	881.45	8,611.80	72,348.73
Moline Acres	88,872.81	0.000619	4,837.75	0.000618	66.90	653.65	5,491.40
Montgomery City	161,635.17	0.001126	8,798.54	0.001123	121.68	1,188.81	9,987.35
Mooreville	3,496.86	0.000024	190.35	0.000024	2.63	25.72	216.07
Morehouse	32,411.20	0.000226	1,764.29	0.000225	24.40	238.38	2,002.67
Morrison	3,997.66	0.000028	217.61	0.000028	3.01	29.40	247.01
Mosby	7,623.80	0.000053	415.00	0.000053	5.74	56.07	471.07
Moscow Mills	24,120.38	0.000168	1,312.98	0.000168	18.16	177.40	1,490.39
Morley	24,231.44	0.000169	1,319.03	0.000168	18.24	178.22	1,497.25
Nelson	4,912.36	0.000034	267.40	0.000034	3.70	36.13	303.53
New Bloomfield	30,633.66	0.000213	1,667.53	0.000213	23.06	225.31	1,892.84
New Florence	32,684.97	0.000228	1,779.19	0.000227	24.61	240.39	2,019.59
New Franklin	21,227.95	0.000148	1,155.53	0.000148	15.98	156.13	1,311.66
New Haven	191,244.80	0.001333	10,410.32	0.001329	143.97	1,406.59	11,816.91
New London	32,375.50	0.000226	1,762.35	0.000225	24.37	238.12	2,000.46
Normandy	356,426.77	0.002484	19,401.93	0.002477	268.32	2,621.49	22,023.42
Northwoods	275,783.55	0.001922	15,012.15	0.001916	207.61	2,028.36	17,040.52
Novinger	14,415.28	0.000100	784.69	0.000100	10.85	106.02	890.71
Oakland	62,634.72	0.000436	3,409.49	0.000435	47.15	460.67	3,870.17
O'Fallon	3,089,915.12	0.021531	168,198.13	0.021472	2,326.10	22,726.04	190,924.18
Old Monroe	6,793.66	0.000047	369.81	0.000047	5.11	49.97	419.78
Olivette	924,808.18	0.006444	50,341.52	0.006426	696.20	6,801.88	57,143.39
Oran	56,380.14	0.000393	3,069.03	0.000392	42.44	414.67	3,483.70
Osage Beach	783,309.11	0.005458	42,639.08	0.005443	589.68	5,761.17	48,400.24
Osborn	13,017.04	0.000091	708.58	0.000090	9.80	95.74	804.32
Otterville	18,221.67	0.000127	991.89	0.000127	13.72	134.02	1,125.91
Overland	1,083,675.05	0.007551	58,989.36	0.007530	815.80	7,970.33	66,959.69
Owensville	260,807.53	0.001817	14,196.94	0.001812	196.34	1,918.22	16,115.16
Pacific	866,862.43	0.006040	47,187.26	0.006024	652.58	6,375.69	53,562.96
Pagedale	174,190.87	0.001214	9,482.00	0.001210	131.13	1,281.16	10,763.16
Park Hills	491,546.41	0.003425	26,757.11	0.003416	370.04	3,615.28	30,372.39
Parma	46,427.37	0.000324	2,527.25	0.000323	34.95	341.47	2,868.72
Pasadena Hills	33,355.37	0.000232	1,815.68	0.000232	25.11	245.33	2,061.01
Pevely	642,894.90	0.004480	34,995.69	0.004467	483.97	4,728.43	39,724.13
Pilot Grove	27,606.99	0.000192	1,502.77	0.000192	20.78	203.05	1,705.82
Pine Lawn	142,740.87	0.000995	7,770.03	0.000992	107.46	1,049.85	8,819.88
Plattsburg	85,162.73	0.000593	4,635.79	0.000592	64.11	626.36	5,262.16
Polo	28,134.43	0.000196	1,531.48	0.000196	21.18	206.93	1,738.41
Portageville	229,858.66	0.001602	12,512.25	0.001597	173.04	1,690.59	14,202.84
Prairie Home	6,129.34	0.000043	333.65	0.000043	4.61	45.08	378.73
Queen City	21,267.06	0.000148	1,157.66	0.000148	16.01	156.42	1,314.08
Richmond Heights	855,221.95	0.005959	46,553.62	0.005943	643.82	6,290.08	52,843.70
Risco	7,307.78	0.000051	397.80	0.000051	5.50	53.75	451.54
Rock Hill	343,823.70	0.002396	18,715.89	0.002389	258.83	2,528.79	21,244.68
Rosebud	10,207.79	0.000071	555.66	0.000071	7.68	75.08	630.73
Russellville	27,740.16	0.000193	1,510.02	0.000193	20.88	204.03	1,714.05
St. Ann	760,702.63	0.005301	41,408.50	0.005286	572.66	5,594.90	47,003.40
St. Charles	4,752,892.38	0.033118	258,721.55	0.033028	3,578.00	34,957.09	293,678.64
St. Clair	588,050.88	0.004098	32,010.28	0.004086	442.69	4,325.06	36,335.34

Class member	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
	\$143,905,723.11						
St. Elizabeth	16,542.02	0.000115	900.46	0.000115	12.45	121.67	1,022.12
St. John	265,768.32	0.001852	14,466.98	0.001847	200.07	1,954.70	16,421.68
St. Louis	36,301,962.20	0.252955	1,976,080.91	0.252262	27,328.31	266,997.61	2,243,078.52
St. Louis County	14,964,122.88	0.104271	814,565.27	0.103986	11,265.07	110,059.75	924,625.02
St. Martins	25,617.74	0.000179	1,394.49	0.000178	19.29	188.42	1,582.91
St. Peters	2,889,616.97	0.020135	157,294.99	0.020080	2,175.32	21,252.87	178,547.86
Scott City	254,755.53	0.001775	13,867.50	0.001770	191.78	1,873.70	15,741.21
Shrewsbury	486,426.74	0.003389	26,478.42	0.003380	366.18	3,577.62	30,056.04
Silex	11,635.54	0.000081	633.38	0.000081	8.76	85.58	718.95
Smithton	23,141.71	0.000161	1,259.71	0.000161	17.42	170.21	1,429.91
South Gorin	2,958.68	0.000021	161.05	0.000021	2.23	21.76	182.82
Stover	24,066.87	0.000168	1,310.07	0.000167	18.12	177.01	1,487.08
Sturgeon	31,420.70	0.000219	1,710.37	0.000218	23.65	231.10	1,941.47
Sunset Hills	985,183.92	0.006865	53,628.04	0.006846	741.65	7,245.94	60,873.98
Syracuse	3,064.38	0.000021	166.81	0.000021	2.31	22.54	189.35
Taos	32,186.66	0.000224	1,752.07	0.000224	24.23	236.73	1,988.80
Tipton	116,009.82	0.000808	6,314.94	0.000806	87.33	853.24	7,168.18
Town and Country	1,325,019.66	0.009233	72,126.85	0.009208	997.48	9,745.40	81,872.24
Troy	467,026.24	0.003254	25,422.36	0.003245	351.58	3,434.94	28,857.30
Union	1,030,655.43	0.007182	56,103.26	0.007162	775.88	7,580.38	63,683.64
University City	2,673,494.93	0.018629	145,530.49	0.018578	2,012.62	19,663.31	165,193.80
Valley Park	350,990.54	0.002446	19,106.01	0.002439	264.23	2,581.50	21,687.51
Vandalia	556.64	0.000004	30.30	0.000004	0.42	4.09	34.39
Vandiver	1,524.05	0.000011	82.96	0.000011	1.15	11.21	94.17
Velda City	38,368.58	0.000267	2,088.58	0.000267	28.88	282.20	2,370.77
Versailles	114,368.83	0.000797	6,225.62	0.000795	86.10	841.17	7,066.79
Vienna	31,077.54	0.000217	1,691.69	0.000216	23.40	228.57	1,920.26
Vinita Park	261,414.45	0.001822	14,229.98	0.001817	196.79	1,922.68	16,152.66
Wardsville	20,010.33	0.000139	1,089.25	0.000139	15.06	147.17	1,236.43
Warrenton	429,888.56	0.002995	23,400.79	0.002987	323.62	3,161.79	26,562.58
Warson Woods	193,868.32	0.001351	10,553.13	0.001347	145.95	1,425.88	11,979.02
Washington	1,544,258.12	0.010760	84,060.99	0.010731	1,162.53	11,357.88	95,418.87
Wayland	23,177.19	0.000162	1,261.64	0.000161	17.45	170.47	1,432.11
Webster Groves	1,530,874.29	0.010667	83,332.45	0.010638	1,152.45	11,259.44	94,591.89
Wellston	171,415.43	0.001194	9,330.92	0.001191	129.04	1,260.74	10,591.67
Wellsville	61,157.99	0.000426	3,329.11	0.000425	46.04	449.81	3,778.92
Wentzville	1,884,451.43	0.013131	102,579.26	0.013095	1,418.63	13,859.97	116,439.23
Westphalia	19,091.87	0.000133	1,039.26	0.000133	14.37	140.42	1,179.68
Wildwood	1,431,183.49	0.009973	77,905.83	0.009945	1,077.40	10,526.22	88,432.05
Winchester	56,046.31	0.000391	3,050.86	0.000389	42.19	412.22	3,463.07
Winfield	22,916.64	0.000160	1,247.46	0.000159	17.25	168.55	1,416.01
Winston	10,211.01	0.000071	555.83	0.000071	7.69	75.10	630.93
Wood Heights	20,926.35	0.000146	1,139.12	0.000145	15.75	153.91	1,293.03
Woodson Terrace	156,988.14	0.001094	8,545.58	0.001091	118.18	1,154.63	9,700.21
Wright City	134,800.47	0.000939	7,337.80	0.000937	101.48	991.45	8,329.25
Wyaconda	9,265.89	0.000065	504.38	0.000064	6.98	68.15	572.53
Past tax total (adjusted for partial period cities)	143,511,800.01	1.000000	7,812,000.00	1.000000	108,333.00	1,058,413.41	8,870,413.41

*Payment includes protested tax payments which will be released.

EXHIBIT 8

AMEREN BUSINESS LICENSE TAX SETTLEMENT

Frequently Asked Questions

The following questions and answers try to provide general guidance to officials of the Political Subdivisions in the Settlement Class.

Specific questions regarding any of the matters described in these questions and answers may be directed to Class Counsel or to the independent counsel of the Political Subdivision.

The following is a summary. While every effort has been made to be accurate, some matters have been simplified, and nothing in these questions and answers amends, waives, or takes precedence over, anything in the Settlement Agreement. Capitalized terms used in these questions and answers are defined in the Settlement Agreement.

1. What is this case about?

On or about November 15, 2011, the City of Creve Coeur, Missouri and the City of Winchester, Missouri (“Plaintiffs”), brought the action styled *City of Winchester, Missouri, et al., v. Union Electric Company d/b/a Ameren Missouri*, No. 11SL-CC04561, in the Circuit Court of St. Louis County, Missouri against Union Electric Company d/b/a Ameren Missouri (“Defendant” or “Ameren”). Plaintiffs assert, on behalf of themselves and a proposed class of Missouri Political Subdivisions, that Ameren has been underpaying Business License Taxes because Ameren excludes certain receipts from the municipal license tax base. Plaintiffs claim that Ameren is liable to Plaintiffs and other Political Subdivisions under their respective business and/or occupational license tax ordinances for taxes on these excluded receipts and for interest and/or penalties on alleged past due taxes.

Ameren responded to Plaintiffs’ allegations by claiming that it had paid the appropriate amount of Business License Taxes and that it did not owe any additional taxes to Plaintiffs or any class members.

After extensive litigation, the Plaintiffs and Ameren have entered into a Settlement Agreement of the class action lawsuit. The Settlement Agreement has been given preliminary approval by the Circuit Court of St. Louis County.

Based on the information available to both sides and the risks involved in a trial, Plaintiffs and Class Counsel have concluded that the proposed settlement is fair, reasonable, and adequate, and that it serves the best interests of Settlement Class Members.

Ameren does not admit that the disputed receipts are subject to the Business License Taxes but has agreed to this Settlement and will pay a compromised amount of past taxes, plus accrued taxes and future taxes to Settlement Class Members.

Under the Settlement Agreement, the Political Subdivisions in the Settlement Class are entitled to payment of past taxes and to payment of additional taxes in the future.

2. *Who are the parties to this case?*

The named Plaintiffs in this class action are the City of Creve Coeur and the City of Winchester, Missouri. Plaintiffs filed this lawsuit as a class action to assert their own individual claims and to represent a class of Political Subdivisions who have similar claims.

The Defendant is Union Electric Company, a regulated utility doing business as Ameren Missouri.

3. *What Political Subdivisions are in the “Settlement Class”?*

“Settlement Class” means the class certified for settlement purposes only, pursuant to the Preliminary Approval Order, consisting of all Political Subdivisions in Ameren’s Missouri service territory that have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B of the Settlement Agreement), including – but not limited to – those Political Subdivisions listed on Exhibit 1 hereto. The Prior Opt-Outs listed on Exhibit 2 hereto are specifically excluded from the Settlement Class. In developing Exhibit 1, Class Counsel and Ameren have endeavored in good faith to identify all Political Subdivisions in the State of Missouri (other than excluded Political Subdivisions) that they believe have Business License Taxes. However, if in response to Notice, a Political Subdivision that is not specifically excluded and not listed on Exhibit 1 comes forward asserting that it has a Business License Tax, Class Counsel, Ameren and the Court will determine whether such Political Subdivision is appropriately included in the Settlement Class.

4. *What ordinances qualify? What is a “Business License Tax” for purposes of this case?*

For purposes of the Settlement, “Business License Tax” means any tax, including any fee, charge, or assessment in the nature of a tax, imposed by a Political Subdivision on any person that constitutes an “electrical corporation,” “electric company,” “power company,” “energy company,” “public utility,” “utility,” or similar entity for the privilege of engaging in the business of providing electricity, power, energy, utility or related services, and specifically includes any such tax imposed under Sections 66.300, 80.090, 92.045, 92.073, 94.110, 94.270, or 94.360, RSMo, or under authority granted in its charter, as well as an occupation license tax, gross receipts tax, flat tax or similar tax, or any tax “alternative” to any of the foregoing.

For clarification, the term “Business License Tax(es)” **shall not include:**

1. Any Political Subdivision sales tax imposed pursuant to, *inter alia*, Sections 32.085 and 32.087 or 144.010 to 144.525, RSMo; or
2. Any Political Subdivision franchise fee; or

3. Any Political Subdivision right-of-way usage fee, including but not limited to any fee imposed under the authority of a Political Subdivision's police powers under Sections 67.1830 to 67.1846, RSMo; or
4. Any rent for use of a Political Subdivision's premises; or
5. The City of St. Louis earnings tax imposed pursuant to § 92.105, RSMo, *et seq.*, and any successor statute.

Please note that by Order dated May 2, 2017, the Court dismissed seventy-one (71) municipalities without prejudice because they did not have Business License Tax ordinances that were the subject of the Action. Your jurisdiction must have a Business License Tax, not a franchise fee, in order to participate in the settlement.

5. *Who pays the tax?*

Ameren currently pays the Business License Taxes and, as allowed by its tariffs, bills its customers to recover its tax costs. The Settlement will not alter that process.

Because these taxes are themselves treated as "gross receipts" that are included in the tax base, if Ameren charges its customers the tax, the remitted taxes are calculated by Ameren using grossed-up rates to cover the cost of the additional tax on collection. Thus, for example, Ameren may collect a 5.26% tax to cover the cost of a 5.00% gross receipts tax in some jurisdictions. Certain codes and ordinances, however, specifically exclude charges for remitted taxes from "gross receipts."

6. *What compensation or benefits will the Settlement provide?*

The Settlement, if it is finally approved by the Court, provides for the payment of past taxes, accrued taxes and future taxes as described in more detail below.

- a. Payment of Past Taxes. Pursuant to the Settlement, Ameren will pay \$13,000,000 in compromise of taxes allegedly due and owing through March 31, 2017.

Exhibit 3 hereto shows the estimated Past Tax payment for each known Political Subdivision in the Settlement Class. The estimated payments were determined in accordance with the formula attached hereto as Exhibit 4.

If your jurisdiction is not listed on Exhibit 3, it means that currently available information does not show you having a Business License Tax applicable to Ameren since 2007. See section 9 of this FAQ if you believe this is incorrect.

Because the formula for calculating the Past Tax payment depends on the calculation of each Settlement Class Member's Business License Tax payment and other factors, it is possible that a Settlement Class Member's share of the amount to be distributed pursuant to the Settlement may change.

- b. Payment of Accrued and Future Taxes. Effective April 1, 2017, Ameren has agreed to include receipts assigned to the following FERC Accounts and Ameren Subaccounts in the municipal tax base when calculating payments of Business License Tax to each Settlement Class Member:

300 Series CIACs [Contributions in Aid of Construction as defined by IRC Section 118(b)];
 364 Pole Charges;
 450 Forfeited Discounts;
 451001 Changing/Connection/Disconnection Fees;
 451005 Customer Installations – Trouble Calls;
 451006 Customer Installations – Other Work;
 451007 Temporary Facilities;
 454MJM Third Party Facility Rentals;
 454001 Pole Space Rentals;
 454002 Other Property Rental Revenue;
 454004 Agricultural Land Rental Revenue;
 454006 Facility Rentals for Interchange Customers;
 454007 Facility Rentals for Third Party Customers;
 456010 Miscellaneous Billings;
 456011 Miscellaneous Bill Adjustments;
 456005 Overheads Billed – Other Parties; and
 456007 Collecting and Remitting Taxes.

Ameren has agreed to pay a minimum of \$108,333 in taxes per month, pro-rated, on these additional items from April 1, 2017 through the Effective Date of Settlement (subject to credits for Protested Taxes already paid) and a minimum of \$6.5 million in taxes on these additional items received during the first sixty (60) months following the Effective Date of Settlement.

Ameren will continue to treat as taxable those receipts upon which it already pays a Business License Tax to Settlement Class Members.

As a regulated electric utility, Ameren is required to record its revenues using the Federal Energy Regulatory Commission's (FERC's) Uniform System of Accounts. Although the above accounts are described in general terms, you are free to consult 18 CFR Part 101 for further information regarding this accounting system.

Please note, however, that receipts assigned to the following FERC Accounts and Ameren Subaccounts will not be included in the tax base for purposes of calculating future payments of Business License Tax to each Settlement Class Member:

•Miscellaneous Below-the-Line Revenues (421, 421AME, 421DOJ, 421FLS, 421MIS, 421REV, 421TEA, 421XXX, 421001, 421002, 421003, 4211PJ, 421128, 421133, 42155C)

According to Ameren, Account 421 revenues are not included in the cost of service, are not tariff-based and are, as a result, simply shareholder revenues.

- 440012 Residential Sales – Unbilled
- 442036 Industrial Sales to Single Large Industrial Customer – Unbilled
- 444012 Street Lighting Sales – Unbilled

According to Ameren, Accounts 440012, 442036 and 444012 are pass-through (or holding) accounts. The amounts in these accounts eventually make their way to billed accounts, 440, 442 and 444, upon which Ameren already remits license taxes.

- 447 Interchange and Wholesale Sales
- 456015 Trans(mission) Service Charges – Existing

According to Ameren, Account 447 involves wholesale sales of electricity to other energy companies and to municipalities for their resale, in interstate commerce and via the nationwide electric grid. Account 456015 captures the transmission charges for this generation.

- 449010 Refunds for Rate Case Settlements

According to Ameren, Account 449010 is used for rate refunds to ratepayers in the event of a rate decrease in the settlement of a rate case.

- 456100 Transmission of Electricity of Others

Account 456015 relates to agreements signed in the 1980's whereby Ameren purchased power from Kansas City Power & Light Company and resold the power to the City of Columbia, Missouri. According to Ameren, none of the 456015 revenues have any connection to class members.

- 457 Affiliated Company Revenues

According to Ameren, this account captures inter-company revenues, such as from leases to companies like Ameren Illinois.

7. *What is the source of the rate for taxes on gross receipts?*

The current rates shown on Exhibit 7 to the Settlement Agreement were obtained from copies of ordinances and municipal code sections that were produced by Ameren to Class Counsel.

8. *Are the amounts in the Notice the exact amounts the Settlement Class Member will receive?*

The Past Tax payment and Accrued Tax payment amounts in the Notice you received are estimates based on the formula attached hereto (which is also set forth in Exhibit 6 to the Settlement Agreement). The amounts could change. For example, if a Settlement Class Member proves that it is entitled to more than its present estimate, then the shares of other Settlement Class Members will decrease.

9. *How does a Settlement Class Member qualify for payment?*

The short answer is that if the Political Subdivision is listed on Exhibits 1 and 3 hereto, the Political Subdivision does not need to do anything to receive the benefits of the Settlement.

If you are a Settlement Class Member, it is estimated that you will receive the Past Tax payment shown in paragraph 2.a. of the Notice and Accrued and Future Taxes in accordance with paragraph 2.b. of the Notice. You do not need to file a claim form.

If you are not listed on Exhibit 1 but have a Business License Tax that you believe is applicable, you should send a certified copy of your ordinance to Armstrong Teasdale, LLP, Attn: Ameren Settlement Administrator, 7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105 for review and determination by Class Counsel, Ameren and the Court as to whether you are entitled to participate in the Settlement. You should include with your submission a detailed explanation of why you believe you are part of the Settlement Class.

10. *When will a Settlement Class Member get its past tax payment?*

Each Political Subdivision will receive its payments within thirty days after the Court has entered its final judgment approving the Settlement and order of dismissal in this case and that judgment of the Court has become final. If the Court enters its final judgment on December 15, 2017, when the final fairness hearing is scheduled, and there are no appeals from that final judgment, Ameren should mail payments on or before February 23, 2018.

11. *What if a Settlement Class Member disagrees with the amount of past taxes?*

Under the terms of the Settlement, a Settlement Class Member that disagrees with the Past Tax payment amount may submit a detailed explanation as to why it believes the Past Tax payment was incorrectly calculated postmarked on or before October 16, 2017, as specified in Section V.C. of the Settlement Agreement. You should mail your detailed explanation to: Armstrong Teasdale, LLP, Attn: Ameren Settlement Administrator, 7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105.

In the event Ameren disagrees with the Settlement Class Member's contention, Ameren is obligated to meet and confer in good faith with Class Counsel and representatives of the Settlement Class Member in question in an effort to resolve the issue. If after such consultation, the Settlement Class Member and Ameren cannot agree on the Past Tax payment, the Past Tax payment specified in this Notice shall be the amount the Settlement Class Member is entitled to

receive pursuant to the Settlement, subject to the Settlement Class Member's right to present its disagreement through counsel to the Court for resolution.

12. *What if a Settlement Class Member disagrees with the Settlement or the Fees and Expenses?*

A Settlement Class Member can object to the Settlement or to Class Counsel's Fee and Expense Application. The Settlement Class Member must state its objection in writing and file it with the Court postmarked no later than October 16, 2017. Any such objection must include a detailed statement of the basis for the objection, all papers, briefs and evidence in support of the objection, and a declaration stating that the Political Subdivision is a member of the Settlement Class. An objector may be subject to discovery and depositions related to the objection. If the Settlement Class Member does not properly file and serve an objection by October 16, 2017, any objections it has to the Settlement or to the Fees and Expenses will be waived. The objection should be addressed to:

Circuit Court for the County of St. Louis, Missouri
7900 Carondelet Avenue
Clayton, MO 63105

and marked to indicate "Objection to proposed settlement in *City of Winchester, Missouri, et al., v. Union Electric Company*, Case No. 11SL-CC04561."

The Settlement Class Member must simultaneously mail its objection to Plaintiffs' attorneys:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street,
Suite 3600
St. Louis, MO 63101

Leland B. Curtis
Carl J. Lumley
Curtis, Heinz, Garrett
& O'Keefe, P.C.
130 S. Bemiston,
Suite 200
Clayton, MO 63105

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

and to Ameren's attorneys:

Byron E. Francis
William Ray Price, Jr.
Thomas B. Weaver
Eric M. Trelz
Armstrong Teasdale, LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

13. *When will the Settlement be finally approved?*

The Court will conduct a public hearing to determine whether to approve the proposed Settlement and to determine the amount of Fees and Expenses to be awarded to the attorneys for the Plaintiffs and the Settlement Class on December 15, 2017, at 1:30 p.m. Although the hearing will be open to the public, Settlement Class Members will not be entitled to be heard in opposition to the Settlement unless they have filed a timely objection to the Settlement or to the attorneys' Fees and Expenses, with all supporting materials, and timely filed and served a notice of intent to appear at the hearing. If a timely objection and notice of intent to appear is filed and served, a Settlement Class Member may appear by its own counsel and be heard at the hearing.

14. *Are Settlement Class Members responsible for attorneys' fees for Class Counsel?*

The attorneys for Plaintiffs and the Settlement Class will submit to the Court for approval a request for Fees and Expenses in the amount of \$5,188,000, which is approximately twenty-five percent (25%) of the total of the Past Tax Payment, Accrued Tax Payment (including the release of Protested Taxes to Settlement Class Members), and Guaranteed Tax Payment funds, plus litigation expenses, to be paid by Ameren from the Past Tax Payment fund.

Ameren has agreed not to oppose an award of fees and expenses in the amount set forth in this Notice. The Court will independently determine the amount of any fees and expenses awarded to Class Counsel.

15. *Can a Political Subdivision opt out of the Settlement?*

A Political Subdivision can exclude itself from the Settlement Class, which means it will not participate in any aspect of the Settlement, and the Political Subdivision may pursue its own claims, if any, at its own expense against Ameren. To do so, the Political Subdivision must state its request to be excluded in writing and deliver or postmark the request no later than October 16, 2017, to:

Armstrong Teasdale, LLP
Attn: Ameren Settlement Administrator
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

The Political Subdivision must simultaneously mail its Request for Exclusion to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street,
Suite 3600
St. Louis, MO 63101

Leland B. Curtis
Carl J. Lumley
Curtis, Heinz, Garrett
& O'Keefe, P.C.
130 S. Bemiston,
Suite 200
Clayton, MO 63105

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Unless you file a Request for Exclusion, you will be prohibited from bringing a lawsuit against Ameren based on any of the released claims asserted by Plaintiffs. The judgment(s), whether favorable or not, will include all members of the Settlement Class who do not request exclusion. Any Settlement Class Member who does not request exclusion may, if desired, enter an appearance through counsel at your own expense.

16. *Can a Settlement Class Member assign part of its recovery to the Missouri Municipal League or the Municipal League of Metro St. Louis?*

The Settlement allows you to assign a portion of your Past Tax payment, i.e., a portion of the amount shown in Exhibit 3 hereto, to the Missouri Municipal League or the Municipal League of Metro St. Louis (if you are located within St. Louis City or St. Louis County). If you wish to make such an assignment, you must complete and return the form attached as Exhibit 3 to the Notice. **The amount of Past Tax payment that you receive will be reduced by the amount of the assignment.**

17. *How can I get additional information?*

Copies of the Settlement Agreement and template Notice are posted on the Missouri Municipal League website.

You may also examine the Settlement Agreement, the court orders and the other papers filed in the lawsuit at the Office of the Clerk of the Circuit Court of St. Louis County, Missouri at 7900 Carondelet Avenue, Clayton, Missouri 63105 during regular business hours. If you wish, you may seek the advice and guidance of your own attorney, at your own expense.

If you wish to communicate with or obtain information from attorneys for the Settlement Class, you may do so by letter at the addresses listed below. You can direct any inquiries concerning this FAQ to your own attorney or to Plaintiffs' attorneys:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street,
Suite 3600
St. Louis, MO 63101

Leland B. Curtis
Carl J. Lumley
Curtis, Heinz, Garrett
& O'Keefe, P.C.
130 S. Bemiston,
Suite 200
Clayton, MO 63105

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Please do not contact the Court, Counsel for Ameren or any Ameren representative for information.

FAQ EXHIBIT 1

Alexandria	Centralia	Florissant
Altamont	Chaffee	Foley
Anniston	Chamois	Foristell
Arnold	Charlack	Frankford
Ashland	Charleston	Franklin
Augusta	Chesterfield	Frontenac
Auxvasse	Clark	Gasconade
Ballwin	Clarksburg	Gerald
Baring	Clarksville	Glendale
Barnett	Clayton	Gordonville
Bella Villa	Clifton Hill	Green Castle
Belle	Cool Valley	Green City
Bellefontaine Neighbors	Cottleville	Greendale
Bellerive Acres	Country Club Hills	Green Park
Bellflower	Cowgill	Greentop
Bel-Nor	Crestwood	Hallsville
Benton	Creve Coeur	Hamilton
Berger	Crystal City	Hartsburg
Berkeley	Crystal Lake Park	Hawk Point
Bernie	Curryville	Haywood City
Bertrand	Dellwood	Hazelwood
Beverly Hills	Delta	Herculaneum
Black Jack	Des Peres	Higbee
Blackwater	Desloge	High Hill
Bland	DeSoto	Hillsboro
Bonne Terre	Dexter	Hillsdale
Boonville	Downing	Holt
Bowling Green	East Prairie	Holts Summit
Brashear	Edina	Huntsville
Braymer	Edmundson	Hurdland
Breckenridge	Eldon	Iron Mountain Lake
Breckenridge Hills	Ellisville	Jamestown
Brentwood	Essex	Jefferson City
Bridgeton	Eureka	Jennings
Brookfield	Ewing	Jonesburg
Bunceton	Excelsior Springs	Josephville
Byrnes Mill	Farber	Kearney
Calverton Park	Fenton	Kidder
Canalou	Ferguson	Kingston
Canton	Festus	Kinloch
Cape Girardeau	Flint Hill	Kirkville
Center	Flordell Hills	Kirkwood

Knox City
 Labelle
 Laddonia
 Ladue
 LaGrange
 Lake Ozark
 Lake St. Louis
 Lakeshire
 Lathrop
 Lawson
 Leadington
 Leadwood
 Lewistown
 Liberty
 Lilbourn
 Linn
 Linn Creek
 Lohman
 Louisiana
 Madison
 Manchester
 Maplewood
 Marthasville
 Martinsburg
 Maryland Heights
 Matthews
 Maysville
 McFall
 McKittrick
 Meta
 Mexico
 Middletown
 Miner
 Moberly
 Moline Acres
 Montgomery City
 Mooresville
 Morehouse
 Morley
 Morrison
 Mosby
 Moscow Mills
 Nelson

New Bloomfield
 New Florence
 New Franklin
 New Haven
 New London
 Normandy
 Northwoods
 Novinger
 Oakland
 O'Fallon
 Old Monroe
 Olivette
 Oran
 Osage Beach
 Osborn
 Otterville
 Overland
 Owensville
 Pacific
 Pagedale
 Park Hills
 Parma
 Pasadena Hills
 Pevely
 Pilot Grove
 Pine Lawn
 Plattsburg
 Polo
 Portageville
 Prairie Home
 Queen City
 Richmond Heights
 Risco
 Rock Hill
 Rosebud
 Russellville
 Saint Ann
 Saint Charles
 Saint Clair
 Saint Elizabeth
 Saint John
 Saint Louis City
 Saint Louis County

Saint Martins
 Saint Peters
 Scott City
 Shrewsbury
 Silex
 Smithton
 South Gorin
 Stover
 Sturgeon
 Sunset Hills
 Syracuse
 Taos
 Tipton
 Town & Country
 Troy
 Union
 University City
 Valley Park
 Vandalia
 Vandiver
 Velda City
 Versailles
 Vienna
 Vinita Park
 Wardsville
 Warrenton
 Warson Woods
 Washington
 Wayland
 Webster Groves
 Wellston
 Wellsville
 Wentzville
 Westphalia
 Wildwood
 Winchester
 Winfield
 Winston
 Wood Heights
 Woodson Terrace
 Wright City
 Wyaconda

FAQ EXHIBIT 2

On July 2, 2013, the Court entered an Order Approving Plaintiffs' Notice Plan and Form of Class Notice. Class Counsel mailed notice of the class action to 330 Missouri political subdivisions thereafter (and posted it on the website of the Missouri Municipal League at <http://www.mocities.com>). As of August 28, 2013, the deadline for opting-out, Class Counsel had received exclusion requests from ("Prior Opt-Outs"):

1. City of Revere, Missouri
2. Village of Rush Hill, Missouri

FAQ EXHIBIT 3**PAST AND ACCRUED TAX PAYMENTS**

		Past tax award: 13,000,000.00			Attorneys' Fees: 5,188,000.00		
		Accrued tax per month 108,333.00			Number of accrual months: 9.77		
	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Class member	\$143,905,723.11						
Altamont	5,930.19	0.000041	322.81	0.000041	4.46	43.62	366.42
Alexandria	5,185.17	0.000036	282.25	0.000036	3.90	38.14	320.39
Anniston	6,756.16	0.000047	367.77	0.000047	5.09	49.69	417.46
Arnold	2,143,649.48	0.014937	116,688.59	0.014896	1,613.75	15,766.35	132,454.94
Ashland	128,001.43	0.000892	6,967.70	0.000889	96.36	941.44	7,909.14
Augusta	11,823.86	0.000082	643.63	0.000082	8.90	86.96	730.59
Auxvasse	35,891.27	0.000250	1,953.73	0.000249	27.02	263.98	2,217.70
Ballwin	1,601,383.18	0.011159	87,170.57	0.011128	1,205.53	11,778.03	98,948.60
Baring	5,169.58	0.000036	281.40	0.000036	3.89	38.02	319.43
Barnett	5,523.52	0.000038	300.67	0.000038	4.16	40.62	341.30
Bella Villa	22,918.70	0.000160	1,247.57	0.000159	17.25	168.56	1,416.13
Belle	61,330.10	0.000427	3,338.48	0.000426	46.17	451.08	3,789.55
Bellefontaine Neighbors	564,452.38	0.003933	30,725.71	0.003922	424.92	4,151.50	34,877.21
Bellerive Acres	340,842.53	0.000171	1,335.86	0.002369	256.59	2,506.87	3,842.73
Bellflower	12,443.04	0.000087	677.33	0.000086	9.37	91.52	768.85
Bel-Nor	47,442.54	0.000016	123.96	0.000330	35.71	348.94	472.90
Benton	22,142.17	0.000154	1,205.30	0.000154	16.67	162.85	1,368.15
Berger	6,758.95	0.000047	367.92	0.000047	5.09	49.71	417.63
Berkeley	1,576,618.91	0.010986	85,822.54	0.010956	1,186.89	11,595.89	97,418.43
Bernie	82,246.03	0.000573	4,477.03	0.000572	61.92	604.91	5,081.94
Bertrand	14,260.45	0.000099	776.26	0.000099	10.74	104.88	881.15
Beverly Hills	40,749.04	0.000284	2,218.16	0.000283	30.68	299.71	2,517.86
Black Jack	122,274.54	0.000852	6,655.96	0.000850	92.05	899.32	7,555.28
Blackwater	8,127.45	0.000057	442.41	0.000056	6.12	59.78	502.19
Bland	24,308.49	0.000169	1,323.22	0.000169	18.30	178.79	1,502.01
Bonne Terre	264,732.39	0.001845	14,410.59	0.001840	199.29	1,947.08	16,357.67
Boonville	424,352.43	0.002957	23,099.43	0.002949	319.45	3,121.07	26,220.51
Bowling Green	181,972.05	0.001268	9,905.57	0.001265	136.99	1,338.39	11,243.95
Brashear	9,747.39	0.000068	530.59	0.000068	7.34	71.69	602.29
Braymer	35,346.80	0.000246	1,924.09	0.000246	26.61	259.97	2,184.06
Breckenridge	12,518.66	0.000087	681.45	0.000087	9.42	92.07	773.52
Breckenridge Hills	88,676.78	0.000618	4,827.08	0.000616	66.76	652.21	5,479.29
Brentwood	746,496.52	0.005202	40,635.20	0.005187	561.97	5,490.41	46,125.61
Bridgeton	1,580,610.96	0.011014	86,039.84	0.010984	1,189.89	11,625.25	97,665.09
Brookfield	235,708.16	0.001642	12,830.67	0.001638	177.44	1,733.61	14,564.28
Bunceton	14,212.64	0.000099	773.66	0.000099	10.70	104.53	878.19
Byrnes Mill	81,050.13	0.000565	4,411.93	0.000563	61.01	596.12	5,008.04
Calverton Park	39,774.43	0.000051	398.38	0.000276	29.94	292.54	690.92
Canalou	9,600.19	0.000067	522.58	0.000067	7.23	70.61	593.19
Canton	132,471.88	0.000923	7,211.05	0.000921	99.73	974.32	8,185.37
Cape Girardeau	2,788,948.64	0.019434	151,815.16	0.019380	2,099.54	20,512.46	172,327.62
Center	20,142.56	0.000140	1,096.45	0.000140	15.16	148.15	1,244.60
Centralia	80,129.65	0.000558	4,361.82	0.000557	60.32	589.35	4,951.17
Chaffee	97,148.15	0.000677	5,288.22	0.000675	73.13	714.52	6,002.73
Chamois	18,200.77	0.000127	990.75	0.000126	13.70	133.86	1,124.62
Charlack	95,216.00	0.000663	5,183.04	0.000662	71.68	700.30	5,883.34
Charleston	220,106.59	0.001534	11,981.40	0.001530	165.70	1,618.86	13,600.27

	Total 2016	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Class member	\$143,905,723.11						
Chesterfield	3,835,753.53	0.026728	208,797.51	0.026655	2,887.58	28,211.62	237,009.13
Clark	8,579.01	0.000060	466.99	0.000060	6.46	63.10	530.09
Clarksburg	8,269.97	0.000058	450.17	0.000057	6.23	60.82	511.00
Clarksville	31,799.05	0.000222	1,730.97	0.000221	23.94	233.88	1,964.85
Clayton	2,704,393.30	0.018844	147,212.43	0.018793	2,035.88	19,890.56	167,102.99
Clifton Hill	5,201.05	0.000036	283.12	0.000036	3.92	38.25	321.37
Cool Valley	102,473.15	0.000714	5,578.08	0.000712	77.14	753.68	6,331.76
Cottleville	189,659.10	0.001322	10,324.01	0.001318	142.78	1,394.93	11,718.93
Country Club Hills	53,498.59	0.000373	2,912.17	0.000372	40.27	393.48	3,305.65
Cowgill	6,888.26	0.000048	374.96	0.000048	5.19	50.66	425.62
Crestwood	669,852.12	0.004668	36,463.10	0.004655	504.27	4,926.70	41,389.80
Creve Coeur	3,042,280.63	0.021199	165,605.17	0.021141	2,290.25	22,375.70	187,980.87
Crystal City	450,713.10	0.003141	24,534.36	0.003132	339.30	3,314.95	27,849.32
Crystal Lake Park	18,314.26	0.000128	996.93	0.000127	13.79	134.70	1,131.63
Curryville	6,425.51	0.000045	349.77	0.000045	4.84	47.26	397.03
Dellwood	189,388.46	0.001320	10,309.28	0.001316	142.57	1,392.93	11,702.21
Delta	7,831.83	0.000055	426.32	0.000054	5.90	57.60	483.92
Des Peres	507,682.15	0.003538	27,635.45	0.003528	382.19	3,733.96	31,369.40
Desloge	224,062.59	0.001561	12,196.75	0.001557	168.68	1,647.96	13,844.71
De Soto	467,930.24	0.003261	25,471.57	0.003252	352.26	3,441.58	28,913.16
Dexter	499,509.10	0.003481	27,190.55	0.003471	376.03	3,673.84	30,864.40
Downing	12,082.36	0.000084	657.70	0.000084	9.10	88.86	746.56
East Prairie	116,071.84	0.000809	6,318.32	0.000807	87.38	853.70	7,172.02
Edina	49,612.24	0.000346	2,700.62	0.000345	37.35	364.89	3,065.51
Edmundson	70,992.96	0.000495	3,864.47	0.000493	53.44	522.15	4,386.62
Eldon	307,910.25	0.002146	16,760.96	0.002140	231.80	2,264.65	19,025.61
Ellisville	975,063.88	0.006794	53,077.16	0.006776	734.03	7,171.51	60,248.67
Essex	16,935.54	0.000118	921.88	0.000118	12.75	124.56	1,046.44
Eureka	723,190.60	0.005039	39,366.55	0.005025	544.42	5,319.00	44,685.55
Ewing	14,269.75	0.000099	776.77	0.000099	10.74	104.95	881.72
Excelsior Springs	885,979.66	0.006174	48,227.90	0.006157	666.97	6,516.30	54,744.20
Farber	9,893.65	0.000069	538.56	0.000069	7.45	72.77	611.32
Fenton	869,146.83	0.006056	47,311.62	0.006040	654.30	6,392.50	53,704.11
Ferguson	1,134,387.46	0.007904	61,749.87	0.007883	853.97	8,343.32	70,093.18
Festus	489,216.29	0.003409	26,630.27	0.003400	368.28	3,598.14	30,228.41
Flint Hill	14,829.72	0.000103	807.25	0.000103	11.16	109.07	916.32
Flordell Hills	23,265.15	0.000162	1,266.43	0.000162	17.51	171.11	1,437.54
Florissant	2,885,039.79	0.020103	157,045.84	0.020048	2,171.87	21,219.20	178,265.04
Foley	4,293.41	0.000030	233.71	0.000030	3.23	31.58	265.29
Foristell	13,903.02	0.000097	756.80	0.000097	10.47	102.26	859.06
Frankford	11,612.60	0.000081	632.13	0.000081	8.74	85.41	717.54
Franklin	6,958.49	0.000048	378.78	0.000048	5.24	51.18	429.96
Frontenac	260,504.99	0.001815	14,180.47	0.001810	196.11	1,915.99	16,096.46
Gasconade	7,292.85	0.000051	396.98	0.000051	5.49	53.64	450.62
Gerald	82,930.50	0.000578	4,514.28	0.000576	62.43	609.95	5,124.23
Glendale	391,862.12	0.002731	21,330.84	0.002723	295.00	2,882.11	24,212.95
Gordonville	15,892.97	0.000111	865.13	0.000110	11.96	116.89	982.02
Green City	25,383.19	0.000177	1,381.72	0.000176	19.11	186.69	1,568.41
Greentop	21,964.41	0.000153	1,195.62	0.000153	16.53	161.55	1,357.17
Green Park	309,872.09	0.002159	16,867.75	0.002153	233.27	2,279.08	19,146.83
Greencastle	7,859.02	0.000055	427.80	0.000055	5.92	57.80	485.60
Greendale	19,042.90	0.000133	1,036.59	0.000132	14.34	140.06	1,176.65
Hallsville	56,221.09	0.000392	3,060.37	0.000391	42.32	413.50	3,473.87
Hamilton	80,451.49	0.000561	4,379.34	0.000559	60.56	591.71	4,971.05
Hartsburg	5,453.21	0.000038	296.84	0.000038	4.11	40.11	336.95

Class member	Total 2016 \$143,905,723.11	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Hawk Point	19,170.93	0.000134	1,043.56	0.000133	14.43	141.00	1,184.56
Haywood City	2,149.07	0.000015	116.98	0.000015	1.62	15.81	132.79
Hazelwood	1,920,015.66	0.013379	104,515.19	0.013342	1,445.40	14,121.54	118,636.72
Herculaneum	276,149.07	0.001924	15,032.05	0.001919	207.89	2,031.05	17,063.10
Higbee	18,600.55	0.000130	1,012.51	0.000129	14.00	136.81	1,149.32
High Hill	16,096.56	0.000112	876.21	0.000112	12.12	118.39	994.60
Hillsboro	176,995.16	0.001233	9,634.65	0.001230	133.24	1,301.78	10,936.43
Hillsdale	14,227.69	0.000099	774.48	0.000099	10.71	104.64	879.12
Holt	4,588.67	0.000032	249.78	0.000032	3.45	33.75	283.53
Holts Summit	170,058.84	0.001185	9,257.08	0.001182	128.02	1,250.77	10,507.84
Huntsville	62,000.69	0.000432	3,374.98	0.000431	46.67	456.01	3,830.99
Hurdland	5,723.73	0.000040	311.57	0.000040	4.31	42.10	353.67
Iron Mountain Lake	21,708.43	0.000151	1,181.69	0.000151	16.34	159.66	1,341.35
Jamestown	8,994.64	0.000063	489.62	0.000063	6.77	66.15	555.77
Jefferson City	3,899,045.92	0.027169	212,242.80	0.027094	2,935.22	28,677.13	240,919.93
Jennings	800,424.71	0.005577	43,570.76	0.005562	602.56	5,887.05	49,457.81
Jonesburg	54,761.01	0.000382	2,980.89	0.000381	41.22	402.76	3,383.65
Josephville	1,644.84	0.000011	89.54	0.000011	1.24	12.10	101.63
Kearney	46,791.23	0.000326	2,547.06	0.000325	35.22	344.15	2,891.20
Kidder	9,750.58	0.000068	530.77	0.000068	7.34	71.71	602.48
Kingston	11,482.99	0.000080	625.07	0.000080	8.64	84.46	709.53
Kinloch	24,823.94	0.000173	1,351.28	0.000173	18.69	182.58	1,533.86
Kirksville	947,001.28	0.006599	51,549.59	0.006581	712.91	6,965.11	58,514.69
Kirkwood	533,989.49	0.003721	29,067.48	0.003711	401.99	3,927.44	32,994.92
Knox City	7,477.59	0.000052	407.04	0.000052	5.63	55.00	462.04
La Belle	26,015.92	0.000181	1,416.16	0.000181	19.58	191.34	1,607.51
Ladonia	187,798.85	0.001309	10,222.75	0.001305	141.38	1,381.24	11,603.99
Ladue	1,027,439.92	0.007159	55,928.23	0.007140	773.46	7,556.73	63,484.95
La Grange	47,010.31	0.000328	2,558.98	0.000327	35.39	345.76	2,904.74
Lake Ozark	228,060.32	0.001589	12,414.36	0.001585	171.69	1,677.36	14,091.72
Lake St. Louis	8.08	0.000000	0.44	0.000000	0.01	0.06	0.50
Lakeshire	39,441.52	0.000275	2,146.98	0.000274	29.69	290.09	2,437.07
Lathrop	71,914.56	0.000501	3,914.64	0.000500	54.14	528.93	4,443.56
Lawson	85,632.99	0.000597	4,661.39	0.000595	64.46	629.82	5,291.22
Leadington	45,230.72	0.000315	2,462.11	0.000314	34.05	332.67	2,794.78
Leadwood	60,457.11	0.000421	3,290.96	0.000420	45.51	444.66	3,735.61
Lewistown	20,129.53	0.000140	1,095.74	0.000140	15.15	148.05	1,243.79
Liberty	78,425.68	0.000546	4,269.07	0.000545	59.04	576.81	4,845.88
Lilbourn	45,457.38	0.000317	2,474.45	0.000316	34.22	334.33	2,808.79
Linn	67,722.97	0.000472	3,686.47	0.000471	50.98	498.10	4,184.57
Linn Creek	9,170.68	0.000064	499.20	0.000064	6.90	67.45	566.65
Lohman	5,792.22	0.000040	315.30	0.000040	4.36	42.60	357.90
Louisiana	193,855.25	0.001351	10,552.42	0.001347	145.94	1,425.79	11,978.21
Madison	24,346.47	0.000170	1,325.29	0.000169	18.33	179.07	1,504.36
Manchester	733,193.06	0.005109	39,911.03	0.005095	551.95	5,392.57	45,303.60
Maplewood	1,042,881.59	0.007267	56,768.79	0.007247	785.09	7,670.30	64,439.09
Marthasville	51,158.17	0.000356	2,784.77	0.000355	38.51	376.26	3,161.04
Martinsburg	12,959.94	0.000090	705.47	0.000090	9.76	95.32	800.79
Maryland Heights	3,475,993.46	0.024221	189,214.13	0.024155	2,616.75	25,565.61	214,779.75
Matthews	26,441.10	0.000184	1,439.31	0.000184	19.91	194.47	1,633.78
Maysville	50,986.91	0.000355	2,775.45	0.000354	38.38	375.00	3,150.45
McFall	4,017.83	0.000028	218.71	0.000028	3.02	29.55	248.26
McKittrick	1,897.71	0.000013	103.30	0.000013	1.43	13.96	117.26

Class member	Total 2016 \$143,905,723.11	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
Meta	68,741.17	0.000479	3,741.89	0.000478	51.75	505.59	4,247.48
Mexico	691,231.02	0.004817	37,626.85	0.004803	520.36	5,083.94	42,710.79
Middletown	12,504.41	0.000087	680.67	0.000087	9.41	91.97	772.64
Miner	24,667.06	0.000172	1,342.74	0.000171	18.57	181.42	1,524.16
Moberly	1,170,891.20	0.008159	63,736.93	0.008137	881.45	8,611.80	72,348.73
Moline Acres	88,872.81	0.000619	4,837.75	0.000618	66.90	653.65	5,491.40
Montgomery City	161,635.17	0.001126	8,798.54	0.001123	121.68	1,188.81	9,987.35
Mooreville	3,496.86	0.000024	190.35	0.000024	2.63	25.72	216.07
Morehouse	32,411.20	0.000226	1,764.29	0.000225	24.40	238.38	2,002.67
Morrison	3,997.66	0.000028	217.61	0.000028	3.01	29.40	247.01
Mosby	7,623.80	0.000053	415.00	0.000053	5.74	56.07	471.07
Moscow Mills	24,120.38	0.000168	1,312.98	0.000168	18.16	177.40	1,490.39
Morley	24,231.44	0.000169	1,319.03	0.000168	18.24	178.22	1,497.25
Nelson	4,912.36	0.000034	267.40	0.000034	3.70	36.13	303.53
New Bloomfield	30,633.66	0.000213	1,667.53	0.000213	23.06	225.31	1,892.84
New Florence	32,684.97	0.000228	1,779.19	0.000227	24.61	240.39	2,019.59
New Franklin	21,227.95	0.000148	1,155.53	0.000148	15.98	156.13	1,311.66
New Haven	191,244.80	0.001333	10,410.32	0.001329	143.97	1,406.59	11,816.91
New London	32,375.50	0.000226	1,762.35	0.000225	24.37	238.12	2,000.46
Normandy	356,426.77	0.002484	19,401.93	0.002477	268.32	2,621.49	22,023.42
Northwoods	275,783.55	0.001922	15,012.15	0.001916	207.61	2,028.36	17,040.52
Novinger	14,415.28	0.000100	784.69	0.000100	10.85	106.02	890.71
Oakland	62,634.72	0.000436	3,409.49	0.000435	47.15	460.67	3,870.17
O'Fallon	3,089,915.12	0.021531	168,198.13	0.021472	2,326.10	22,726.04	190,924.18
Old Monroe	6,793.66	0.000047	369.81	0.000047	5.11	49.97	419.78
Olivette	924,808.18	0.006444	50,341.52	0.006426	696.20	6,801.88	57,143.39
Oran	56,380.14	0.000393	3,069.03	0.000392	42.44	414.67	3,483.70
Osage Beach	783,309.11	0.005458	42,639.08	0.005443	589.68	5,761.17	48,400.24
Osborn	13,017.04	0.000091	708.58	0.000090	9.80	95.74	804.32
Oterville	18,221.67	0.000127	991.89	0.000127	13.72	134.02	1,125.91
Overland	1,083,675.05	0.007551	58,989.36	0.007530	815.80	7,970.33	66,959.69
Owensville	260,807.53	0.001817	14,196.94	0.001812	196.34	1,918.22	16,115.16
Pacific	866,862.43	0.006040	47,187.26	0.006024	652.58	6,375.69	53,562.96
Pagedale	174,190.87	0.001214	9,482.00	0.001210	131.13	1,281.16	10,763.16
Park Hills	491,546.41	0.003425	26,757.11	0.003416	370.04	3,615.28	30,372.39
Parma	46,427.37	0.000324	2,527.25	0.000323	34.95	341.47	2,868.72
Pasadena Hills	33,355.37	0.000232	1,815.68	0.000232	25.11	245.33	2,061.01
Pevely	642,894.90	0.004480	34,995.69	0.004467	483.97	4,728.43	39,724.13
Pilot Grove	27,606.99	0.000192	1,502.77	0.000192	20.78	203.05	1,705.82
Pine Lawn	142,740.87	0.000995	7,770.03	0.000992	107.46	1,049.85	8,819.88
Plattsburg	85,162.73	0.000593	4,635.79	0.000592	64.11	626.36	5,262.16
Polo	28,134.43	0.000196	1,531.48	0.000196	21.18	206.93	1,738.41
Portageville	229,858.66	0.001602	12,512.25	0.001597	173.04	1,690.59	14,202.84
Prairie Home	6,129.34	0.000043	333.65	0.000043	4.61	45.08	378.73
Queen City	21,267.06	0.000148	1,157.66	0.000148	16.01	156.42	1,314.08
Richmond Heights	855,221.95	0.005959	46,553.62	0.005943	643.82	6,290.08	52,843.70
Risco	7,307.78	0.000051	397.80	0.000051	5.50	53.75	451.54
Rock Hill	343,823.70	0.002396	18,715.89	0.002389	258.83	2,528.79	21,244.68
Rosebud	10,207.79	0.000071	555.66	0.000071	7.68	75.08	630.73
Russellville	27,740.16	0.000193	1,510.02	0.000193	20.88	204.03	1,714.05
St. Ann	760,702.63	0.005301	41,408.50	0.005286	572.66	5,594.90	47,003.40
St. Charles	4,752,892.38	0.033118	258,721.55	0.033028	3,578.00	34,957.09	293,678.64
St. Clair	588,050.88	0.004098	32,010.28	0.004086	442.69	4,325.06	36,335.34

Class member	Total 2016 \$143,905,723.11	Past tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total*	Total payment*
St. Elizabeth	16,542.02	0.000115	900.46	0.000115	12.45	121.67	1,022.12
St. John	265,768.32	0.001852	14,466.98	0.001847	200.07	1,954.70	16,421.68
St. Louis	36,301,962.20	0.252955	1,976,080.91	0.252262	27,328.31	266,997.61	2,243,078.52
St. Louis County	14,964,122.88	0.104271	814,565.27	0.103986	11,265.07	110,059.75	924,625.02
St. Martins	25,617.74	0.000179	1,394.49	0.000178	19.29	188.42	1,582.91
St. Peters	2,889,616.97	0.020135	157,294.99	0.020080	2,175.32	21,252.87	178,547.86
Scott City	254,755.53	0.001775	13,867.50	0.001770	191.78	1,873.70	15,741.21
Shrewsbury	486,426.74	0.003389	26,478.42	0.003380	366.18	3,577.62	30,056.04
Silex	11,635.54	0.000081	633.38	0.000081	8.76	85.58	718.95
Smithton	23,141.71	0.000161	1,259.71	0.000161	17.42	170.21	1,429.91
South Gorin	2,958.68	0.000021	161.05	0.000021	2.23	21.76	182.82
Stover	24,066.87	0.000168	1,310.07	0.000167	18.12	177.01	1,487.08
Sturgeon	31,420.70	0.000219	1,710.37	0.000218	23.65	231.10	1,941.47
Sunset Hills	985,183.92	0.006865	53,628.04	0.006846	741.65	7,245.94	60,873.98
Syracuse	3,064.38	0.000021	166.81	0.000021	2.31	22.54	189.35
Taos	32,186.66	0.000224	1,752.07	0.000224	24.23	236.73	1,988.80
Tipton	116,009.82	0.000808	6,314.94	0.000806	87.33	853.24	7,168.18
Town and Country	1,325,019.66	0.009233	72,126.85	0.009208	997.48	9,745.40	81,872.24
Troy	467,026.24	0.003254	25,422.36	0.003245	351.58	3,434.94	28,857.30
Union	1,030,655.43	0.007182	56,103.26	0.007162	775.88	7,580.38	63,683.64
University City	2,673,494.93	0.018629	145,530.49	0.018578	2,012.62	19,663.31	165,193.80
Valley Park	350,990.54	0.002446	19,106.01	0.002439	264.23	2,581.50	21,687.51
Vandalia	556.64	0.000004	30.30	0.000004	0.42	4.09	34.39
Vandiver	1,524.05	0.000011	82.96	0.000011	1.15	11.21	94.17
Velda City	38,368.58	0.000267	2,088.58	0.000267	28.88	282.20	2,370.77
Versailles	114,368.83	0.000797	6,225.62	0.000795	86.10	841.17	7,066.79
Vienna	31,077.54	0.000217	1,691.69	0.000216	23.40	228.57	1,920.26
Vinita Park	261,414.45	0.001822	14,229.98	0.001817	196.79	1,922.68	16,152.66
Wardsville	20,010.33	0.000139	1,089.25	0.000139	15.06	147.17	1,236.43
Warrenton	429,888.56	0.002995	23,400.79	0.002987	323.62	3,161.79	26,562.58
Warson Woods	193,868.32	0.001351	10,553.13	0.001347	145.95	1,425.88	11,979.02
Washington	1,544,258.12	0.010760	84,060.99	0.010731	1,162.53	11,357.88	95,418.87
Wayland	23,177.19	0.000162	1,261.64	0.000161	17.45	170.47	1,432.11
Webster Groves	1,530,874.29	0.010667	83,332.45	0.010638	1,152.45	11,259.44	94,591.89
Wellston	171,415.43	0.001194	9,330.92	0.001191	129.04	1,260.74	10,591.67
Wellsville	61,157.99	0.000426	3,329.11	0.000425	46.04	449.81	3,778.92
Wentzville	1,884,451.43	0.013131	102,579.26	0.013095	1,418.63	13,859.97	116,439.23
Westphalia	19,091.87	0.000133	1,039.26	0.000133	14.37	140.42	1,179.68
Wildwood	1,431,183.49	0.009973	77,905.83	0.009945	1,077.40	10,526.22	88,432.05
Winchester	56,046.31	0.000391	3,050.86	0.000389	42.19	412.22	3,463.07
Winfield	22,916.64	0.000160	1,247.46	0.000159	17.25	168.55	1,416.01
Winston	10,211.01	0.000071	555.83	0.000071	7.69	75.10	630.93
Wood Heights	20,926.35	0.000146	1,139.12	0.000145	15.75	153.91	1,293.03
Woodson Terrace	156,988.14	0.001094	8,545.58	0.001091	118.18	1,154.63	9,700.21
Wright City	134,800.47	0.000939	7,337.80	0.000937	101.48	991.45	8,329.25
Wyaconda	9,265.89	0.000065	504.38	0.000064	6.98	68.15	572.53
Past tax total (adjusted for partial period cities)	143,511,800.01	1.000000	7,812,000.00	1.000000	108,333.00	1,058,413.41	8,870,413.41

*Payment includes protested tax payments which will be released.

FAO EXHIBIT 4

		Past tax award: A		Attorney's Fees: B					
Class member	Total 2016 E (total of 2016 payments)	Accrued tax per month C	Past Tax Share	Past Tax	Accrued tax share	Accrued Tax/mo	Accrued tax total	D	Total payment
Class member list	K (class member 2016 payment)	F (Share of 2016 payments) = K/E (adjusted for partial back-tax period communities)	G (past tax)=F*(A-B)	L (Accrued tax share) = K/E	H (accrued tax per month)=L* C	I (accrued tax total)=D*H (includes release of protest payments)	J (total payment)=G+I		