

1901 Chouteau Avenue  
Post Office Box 149  
St. Louis, Missouri 631  
314-621-3222

(314) 554-2514  
FAX: 554-4014



February 5, 1993

VIA AIRBORNE EXPRESS

Ms. Judy Fritch  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

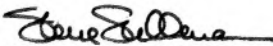
Re: In the matter of the Joint Application of Union Electric Company and the City of Sikeston for an order authorizing the sale, transfer and assignment of certain Electric Distribution Facilities, Easements and other rights generally constituting Union Electric Company's electric utility business within and near the City of Sikeston approving a territorial agreement, and authorizing the City of Sikeston to provide electrical service to one customer outside of its municipal limits.

Dear Ms. Fritch:

Per our conversation enclosed is a check for \$250.00 to cover the cost of filing the Joint Application in the above-referenced case.

Kindly acknowledge receipt of this letter by stamping the duplicate copy of this letter and returning it to me in the enclosed, self-addressed, stamped envelope.

Sincerely,

  
Steven R. Sullivan  
Attorney

SRS:ss  
Enclosures

FILED  
FEB 8 1993  
MISSOURI  
PUBLIC SERVICE COMMISSION

1901 Chouteau Avenue  
Post Office Box 149  
St. Louis, Missouri 63103  
314-621-3222

(314) 554-2514  
FAX: 554-4014

**UNION  
ELECTRIC**

January 29, 1993



**VIA FEDERAL EXPRESS MAIL**

Mr. Brent Stewart  
Executive Secretary  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

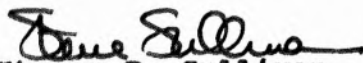
Re: In the matter of the Joint Application of Union Electric Company and the City of Sikeston for an order authorizing the sale, transfer and assignment of certain Electric Distribution Facilities, Easements and other rights generally constituting Union Electric Company's electric utility business within and near the City of Sikeston approving a territorial agreement, and authorizing the City of Sikeston to provide electrical service to one customer outside of its municipal limits.

Dear Mr. Stewart:

Enclosed for filing please find an original and fourteen copies of Union Electric Company's Application in the above-referenced case.

Kindly acknowledge receipt of this filing by stamping as filed the duplicate copy of this letter and returning it to me in the enclosed, self-addressed, stamped envelope.

Sincerely,

  
Steven R. Sullivan  
Attorney

SRS:ss

Enclosures

cc: w/Encl.: Office of Public Counsel  
Mr. Manuel Drumm

FILED  
FEB 8 1993  
MISSOURI  
PUBLIC SERVICE COMMISSION

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the matter of the Joint )  
Application of Union Electric )  
Company and the City of Sikeston )  
for an order authorizing the sale, )  
transfer and assignment of certain )  
Electric Distribution Facilities, )  
Easements and other rights )  
generally constituting Union )  
Electric Company's electric )  
utility business within and near )  
the City of Sikeston approving a )  
territorial agreement, and )  
authorizing the City of Sikeston )  
to provide electrical service to )  
one customer outside of its )  
municipal limits. )

Case No. EM-93-243

FILED  
FEB 8 1993  
MISSOURI  
PUBLIC SERVICE COMMISSION

JOINT APPLICATION

COMES NOW Union Electric Company ("UE" or "Company"), a Missouri corporation, and the City of Sikeston ("City"), a Third-Class City in the state of Missouri, and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Sections 393.106, 393.190, 394.312 and 386.800 RSMo., for an order: (1) authorizing the sale, transfer and assignment of certain Electric Distribution Facilities, Easements and other rights generally constituting UE's electric utility business within and near the City; (2) approving a territorial agreement between the Company and the City; and (3) authorizing the City to provide electrical service to one customer outside of its municipal limits, respectfully state as follows:

1. Company is a Missouri corporation, in good standing in all respects, with its principal office and place of business located at 1901 Chouteau Avenue, St. Louis, Missouri 63103. The

Company is engaged in providing electric, gas and steam heating services in portions of Missouri as a public utility under the jurisdiction of the Commission. The Company is also engaged in providing electric and gas service in portions of Illinois and Iowa. There is already on file with the Commission a certified copy of UE's Articles of Incorporation and Certificate of Corporate Good Standing (see Commission Case No. EA-87-105), and said documents are incorporated by reference and made a part hereof for all purposes.

2. City is a municipal body politic and corporate in perpetuity, duly and legally established as a Third-Class City under the provisions of the Missouri Constitution validly existing and in good standing under the laws and Constitution of the State of Missouri.

3. Pleadings, notices, orders and other correspondence concerning this Application and proceeding should be addressed to:

Steven R. Sullivan  
Union Electric Company  
P.O. Box 149 (MC 1310)  
1901 Chouteau Avenue  
St. Louis, MO 63166  
(314) 554-2514

Manuel Drumm  
Drumm, Winchester & Gleason  
113 West North Street  
P.O. Box 40  
Sikeston, MO 63801  
(314) 471-1207

4. Subject to the terms and conditions of a Contract For Purchase and Sale of Distribution Facilities ("the Contract"),



attached hereto as Schedule 1, UE will sell, convey and assign to City, and City will purchase from UE, certain Electric Distribution Facilities (excluding transformers and revenue meters), Easements and other rights (collectively herein referred to as the "Assets"), all as more particularly described in the Contract, which Assets generally constitute UE's entire franchise, works and system necessary or useful in the performance of UE's duties to the public with respect to the provision of retail electric service in the City. The "First Amendment" to the Contract is attached hereto as Schedule 2.

5. A certified copy of the resolution of UE's Board of Directors authorizing the consummation of the sale contemplated by this Joint Application is marked as Schedule 3 hereto.

6. A certified copy of a resolution of the City Council authorizing the Contract is attached hereto as Schedule 4.

7. UE's balance sheet and income statement with adjustments showing the results of the sale of the Assets are marked as Schedule 5 hereto.

8. A statement filed pursuant to Section 393.190 RSMo. showing the impact of the sale on the tax revenues of the political subdivisions in which any of UE's structures, facilities or equipment is located is marked as Schedule 6 hereto.

9. The proposed sales price of the Assets is expected to be \$100,000, subject to a number of adjustments as set forth in

the Contract. The net book value of the Assets as of July 31, 1992, was approximately negative \$51,000.

10. The proposed transactions are not detrimental to the public interest because they will not result in any reduced level of service or reliability for those retail electric customers presently being served by UE in and near the City. The City is fully qualified in all respects to own and operate the Assets in question and to otherwise engage in the business of providing retail electric utility service to the public in the area where UE presently provides said service. The City, through its Board of Municipal Utilities, has been engaged in providing electric utility service for many years and will continue the operation of the Assets with no interruption in service as a result of the proposed sale. The initial transfer of electric service to the City will decrease the rates charged by UE by a total of approximately 21.7 percent. Therefore, the City may modify the rates, rules and regulations for the electric business in such manner as is provided by law. A schedule showing the overall benefits to electric customers from the proposed sale is marked as Schedule 7 hereto, which Schedule was prepared on behalf of the City.

11. According to the terms of the Contract, the sale includes the distribution and service facilities located outside of Sikeston, south of Abels Road and Shady Lane, consisting of three poles and spans of wire used to serve one customer. The municipal limits and the location of this customer are shown on

Schedule 8. UE and the City request that this provision be treated as a territorial agreement and that this agreement be approved and that the City be given authority to serve this one customer, without further extension of any facilities, outside of its territorial limits.

12. Under the terms of the Contract, closing of the sale would take place as soon as is possible, but no later than December 31, 1993. Therefore, UE and the City respectfully request expedited treatment of this matter by the Commission.

13. Public notice of the proposed sale is not required by law or by Commission rule. Nevertheless, if the Commission determines that such notice is desirable, the Applicants respectfully suggest that publication by newspaper (as opposed to individual customer notices) would be sufficient. In order to expedite this proceeding, the Applicants further suggest that a period of fifteen days for intervention from the date of the published notice would be more than adequate. If the Commission accepts these proposals regarding notice and intervention, a proposed form of newspaper notice, which would appear in a newspaper of general circulation in and around the City, is attached as Schedule 9 hereto.

WHEREFORE, UE and the City respectfully request that the Commission issue its order:

(1) Authorizing UE and the City to perform in accordance with the terms and conditions of the Contract, which is filed as Schedule 1 hereto;

(2) Authorizing UE to sell, transfer and assign to the City the Assets, as more particularly described in the Contract;

(3) Authorizing UE to extinguish all Commission Certificates of Convenience and Necessity under which UE operates its electric business in the City; authorizing UE to terminate its retail electric service to the public in the City as a public utility subject to the jurisdiction of the Commission and, in connection therewith, relieving UE of all public utility obligations with respect to its electric utility business pursuant to said Certificates of Convenience and Necessity; and terminating all other duties, obligations and conditions which have resulted from or have been imposed by law or because of the Commission's jurisdiction over UE as an electric utility with respect to UE's electric business in the City;

(4) Authorizing the transfer from UE to the City of all security deposits applicable to UE's electric utility accounts in the City;

(5) Authorizing UE to enter into, execute and perform in accordance with the terms of all other documents reasonably necessary and incidental to the performance of the transactions which are the subject of the Contract and this Joint Application;

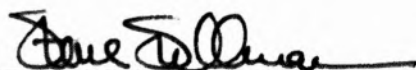
(6) Approving the territorial agreement and authorizing the City to provide electrical service to one customer outside of the City's territorial limits without further extension of any facilities, as described in paragraph 11 of this Joint Application.

(7) Granting such other relief as deemed necessary to accomplish the purposes of the Contract and this Joint Application and to consummate the sale, transfer and assignment of the Assets and related transactions.

Respectfully submitted,

UNION ELECTRIC COMPANY

CITY OF SIKESTON



Steven R. Sullivan  
P.O. Box 149 (M/C 1310)  
1901 Chouteau Avenue  
St. Louis, MO 63166  
(314) 554-2514

ATTORNEY FOR  
UNION ELECTRIC COMPANY



Manuel Drumm  
113 West North Street  
P.O. Box 40  
Sikeston, MO 63801  
(314) 471-1207

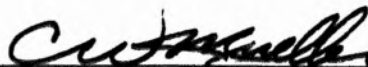
ATTORNEY FOR  
CITY OF SIKESTON



**VERIFICATION**

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

On the 29th day of January, 1993, before me appeared Charles W. Mueller, to me personally known, who being by me first duly sworn, states that he is an officer of Union Electric Company, and acknowledged that he has read the foregoing document and that the facts stated therein are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_

In witness whereof, I have set my hand and affixed my official seal on the date first written above.

  
\_\_\_\_\_  
Notary Public

DEBORAH L. CLARK  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES APR. 18, 1994



**CONTRACT FOR  
PURCHASE AND SALE  
OF DISTRIBUTION FACILITIES**

**BETWEEN**

**UNION ELECTRIC COMPANY**

**AND**

**CITY OF SIKESTON**

**FILED**  
**FEB 8 1993**  
**MISSOURI**  
**PUBLIC SERVICE COMMISSION**

**SCHEDULE**

**1**

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21

09/03/92

CONTRACT FOR  
PURCHASE AND SALE  
OF DISTRIBUTION FACILITIES

THIS AGREEMENT ("Agreement") made and entered into the 5<sup>th</sup>  
day of October, 1992, by and between Union Electric Company, a  
Missouri corporation ("Seller") and the City of Sikeston, Missouri,  
a Missouri municipal corporation ("Buyer").

WITNESSETH

WHEREAS, Seller presently owns and operates within certain  
geographic areas in the City of Sikeston, Missouri ("Sikeston")  
certain electric distribution facilities and distribution and  
service facilities located outside of Sikeston, south of Abels Road  
and Shady Lane consisting of three poles and spans of wire used to  
serve one customer (the "Facilities"), as described in Exhibit A  
attached hereto and made a part hereof; and

WHEREAS, the Facilities are situated upon easements through  
grant, condemnation or prescription ("Easements") or pursuant to  
franchises, licenses or permits (collectively, the "Contractual  
Arrangements") all of which are described in the Schedules listed  
in Article VII and attached to this Agreement; and

WHEREAS, except as expressly excluded on Exhibit B attached  
hereto and made a part hereof, Seller desires to sell the Assets  
(collectively, the "Facilities", "Easements" and "Contractual  
Arrangements") and to assign, to the extent that it may legally and  
contractually do so, its rights under the Easements and Contractual  
Arrangements related to its distribution of electricity within

Sikeston to Buyer, and Buyer desires to purchase and accept same, all pursuant to the terms, conditions and provisions hereof.

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I**  
**CONDITIONS OF CLOSING**

Except as otherwise provided herein, Closing is contingent upon all of the following having occurred no later than December 31, 1992:

**Section A. Approvals.**

1. Approval of the transaction by the Public Service Commission of Missouri ("PSC").

2. Approval of the transaction, to the extent of their jurisdiction, by the Iowa State Utilities Board, the Illinois Commerce Commission and the Federal Energy Regulatory Commission.

3. Approval of the transaction by the voters of the City of Sikeston, if required by law, the Board of Municipal Utilities and the City Council.

4. Seller's commitment to close is contingent upon receipt from the PSC of an order authorizing Seller to terminate its duty to serve its customers within the City of Sikeston, and relieving Seller and its assigns and affiliates of any duties, obligations or conditions which may have been imposed previously by law or by the PSC with respect to Seller's public electric utility business in Sikeston.

**Section B. Finality of Orders.** All regulatory orders must be satisfactory to both parties, each party reserving the right to



insist that the orders be final and non-appealable. In the event of an appeal of any such order, notwithstanding any other provision herein, either party may insist that closing be postponed until all appeals and remands thereof are finalized.

Section C. Lien Releases. Except as otherwise provided herein, Seller shall have obtained the release of the Facilities and the Easements from all liens created by Seller which are of a definite or ascertainable amount which may be removed by the payment of money, including the lien of its indenture of Mortgage and Deed of Trust, dated June 1, 1941, as amended and supplemented ("Seller's Mortgage"), and shall have made a good faith effort to release the Easements from all such liens. Seller shall advise Buyer of all Easements that are burdened with liens created by Seller. Notwithstanding the foregoing, Seller shall have no obligation to release the following liens and encumbrances: (1) private and public utility and drainage easements; (2) rights-of-way for roads, alleys, streets, and highways; (3) zoning regulations; and (4) building, lines and use or occupancy restrictions, conditions and covenants.

Section D. Right-of-Way. Seller shall transfer all Easements and Contractual Arrangements to Buyer, and cooperate with Buyer to obtain the consent for such transfer from the granting party.

Section E. Representations and Warranties by Buyer. All representations and warranties by Buyer contained in this Agreement shall be true in all material respects as of and at the closing

except to the extent that Buyer shall have given Seller notice of any changes and Seller has accepted the changes.

Section F. Buyer's Performance. Buyer shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Buyer on or before the closing.

Section G. Buyer's Opinion of Counsel. Seller shall have received an opinion of counsel for Buyer, dated the closing date, in substantially the form set forth in Exhibit C hereto.

Section H. Representations and Warranties by Seller. All representations and warranties by Seller contained in this Agreement shall be true in all material respects as of and at the closing date except to the extent that Seller shall have given Buyer notice of changes therein and Buyer has accepted said changes.

Section I. Seller's Performance. Seller shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Seller on or before the closing date.

Section J. Seller's Opinion of Counsel. Buyer shall have received an opinion of counsel for Seller, dated the closing date, in substantially the form set forth in Exhibit D hereto.

Section K. Surveys and Inspections.

1. Seller shall permit Buyer or Buyer's representatives to enter upon the Easements for the purposes of making surveys and environmental and other inspections and shall provide Buyer with



true copies of all documents pertaining to this transaction reasonably requested by Buyer.

2. Buyer may, at Buyer's expense, make or cause to be made an environmental study of the Facilities and/or Easements. Buyer shall be excused from performance of this Agreement if its environmental study reveals significant potential liability arising from environmental causes in connection with the Facilities and/or Easements; provided, however, that in order to exercise this option to be excused Buyer must so notify Seller not later than two months from the date of this Agreement. Seller shall cooperate fully in such environmental study, and Seller shall answer questions and give such permission for entry and for sampling as may be reasonably required therefor.

## **ARTICLE II**

### **PURCHASE PRICE**

Section A. Agreement to Sell and to Purchase. Seller hereby agrees to sell and transfer to Buyer, and Buyer hereby agrees to purchase and accept from Seller, with respect to Seller's distribution facilities within Sikeston, all of Seller's Facilities located in Sikeston, and all rights, privileges and obligations pursuant to Easements and Contractual Arrangements for Seller's operations in Sikeston (including the distribution and service facilities outside of Sikeston south of Abels Road and Shady Lane consisting of three poles and spans of wire used to serve one customer), all as set forth and described on Exhibit A and certain Schedules hereto, but excluding, excepting and/or reserving those

items and/or utility easements which are listed on Exhibit B or elsewhere herein, which are thereby expressly excluded, excepted and/or reserved.

Section B. Purchase Price. The purchase price for the foregoing, payable at closing, shall be \$100,000 (which includes without limitation the value of the Facilities and Easements and Contractual Arrangements).

Section C. Joint Use for Excluded Property. Seller shall be entitled to continue to use without charge those poles owned by the City of Sikeston which were being used by Seller prior to the date of this Agreement for any and all distribution facilities which are excluded from this sale.

### ARTICLE III DOCUMENTS

Section A. Bill of Sale. The Facilities sold herein shall be sold by Bill of Sale in substantially the form set forth in Exhibit E.

Section B. Assignment. Seller's rights and privileges under the Easements and Contractual Arrangements pertaining to the property rights transferred pursuant hereto shall be assigned to Buyer through an assignment(s) in substantially the form as set forth in Exhibit F.

ARTICLE IV  
TAXES

Section A. Taxes Upon Transfer. Buyer is exempt by law from all sales taxes, and thus the parties do not anticipate that there will be any taxes on the sale or transfer of the Facilities or any other property sold or transferred hereunder. To the extent such taxes are payable, however, they shall be borne by Buyer. If any such taxes are assessed, and Buyer chooses to contest such assessments, Seller shall cooperate with Buyer in all such proceedings, with Buyer to bear the costs thereof.

Section B. Property Taxes. Property taxes shall be pro-rated to and including the date of closing, Buyer to have day of closing. The purchase price shall be adjusted accordingly, at closing. The party responsible for paying said taxes shall be determined as follows: If Seller has filed the appropriate ad valorem tax returns for the calendar year which includes the date of closing covering the Facilities which are the subject of this Contract, then Seller shall pay the taxes; if Seller has not filed such returns, then Buyer will be responsible for filing the appropriate returns, if any, and paying the applicable taxes.

If any portion of the property tax adjustment is based on estimates, any discrepancy between the actual property taxes and said estimates shall be further adjusted when the actual property taxes have been determined and the bills therefor received. Seller shall be solely responsible for any interest and/or penalties to the extent of (i) any failure of Seller to pay when due any taxes which Seller is responsible for paying, as provided above, and (ii)

any failure of Seller to supply Buyer with accurate tax bills and information respecting taxes which Buyer is responsible for paying, as provided above.

ARTICLE V  
CLOSING

Section A. Date. The parties shall make their best efforts to satisfy all conditions precedent to sale set out at Article I above in order to close as promptly as possible, but in no event later than December 31, 1993.

Section B. Time. 10:00 a.m.

Section C. Place. Seller's Office, 1901 Chouteau Avenue, St. Louis, Missouri.

Section D. Duties. Buyer shall pay Seller the adjusted purchase price by Buyer's wire transfer of immediately available funds to such bank accounts as Seller shall designate to Buyer. Seller shall (i) deliver the documents of title, including bills of sale, to the Facilities; (ii) deliver the assignment agreements (excepting railroad licenses which will be delivered as soon as practical after closing) and consents thereto, where applicable, for the Easements and Contractual Arrangements; (iii) evidence the release from the Seller's Mortgage of the property and property rights sold and assigned hereunder, and (iv) deliver the Disclosure Letter referred to herein.

Seller shall evidence authority from its Board of Directors, and Buyer from the voters of the City of Sikeston to the extent required by law and the Board of Municipal Utilities and the



City Council to consummate this transaction, and both Buyer and Seller shall execute such other instruments as may be called for pursuant to this Agreement.

Section E. Recording Fees. Each party shall bear the costs for recording fees for the instruments which it desires to record.

#### ARTICLE VI POSSESSION

Buyer shall have the right of possession of the Facilities (excluding transformers and revenue meters), Easements and property occupied pursuant to Contractual Arrangements as of 12:01 a.m. the day after closing.

#### ARTICLE VII REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF SELLER

Seller represents and warrants to Buyer and agrees with Buyer as follows:

Section A. Corporate Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is duly qualified to do business in the State of Missouri and all other jurisdictions in which its current business requires it to be qualified and has full power and authority to carry on its current business and to own, use and sell its assets and properties.

Section B. Corporate Authority. The execution, delivery and performance of this Agreement and each and every agreement, document and instrument provided for herein have to the extent



necessary been duly authorized by the Board of Directors of Seller. This Agreement is binding upon and enforceable against Seller in accordance with its terms and is not in violation of any provision of any judicial, governmental or administrative decree, order, writ, injunction, or judgment, or in conflict with or will result in the breach of, or constitute a default under, the Articles of Incorporation or the Bylaws of Seller or any capital stock provision to which Seller may be subject, or any mortgage, indenture, contract, agreement, or other instrument to which Seller is a party or by which its property may be bound.

**Section C. Contracts, Licenses, Permits and Approvals.**

Attached hereto are the following Schedules: Schedule of Easements, Schedule of Permits and Schedule of Railroad Licenses describing the instruments and principal terms by which Seller holds title to, occupies, or uses the Facilities, the Easements and the other Contractual Arrangements. Except as disclosed in the Disclosure Letter, Seller has full power to transfer the remaining property.

**Section D. Compliance.** Neither the execution and delivery of this Agreement, nor any instrument or agreement to be delivered by Seller to Buyer at the closing pursuant to this Agreement, nor the compliance with the terms and provisions thereof by either Buyer or Seller, will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree.

Section E. Undisclosed Liabilities. Seller does not have any material liabilities or obligations (whether accrued, absolute, contingent or otherwise) which represent liability of over \$5,000 and which are or might become a charge against the assets and properties to be transferred, assigned and conveyed by Seller to Buyer except (a) to the extent disclosed in this Agreement, in any Schedule annexed to this Agreement or in the Disclosure Letter, or (b) liabilities incurred in or arising out of the normal and ordinary course of Seller's business.

Section F. Taxes. Seller has duly and fully paid and on the closing will have fully paid all license, gross receipts, and franchise taxes owed to Buyer which are then due and payable. Seller will continue to pay said license, gross receipts and franchise taxes to Buyer on service to individual customers until those customers are transferred to Buyer's facilities.

Section G. Fitness of Property. Except as hereafter provided, the Facilities sold and transferred pursuant to this Agreement are sold by Seller and purchased by Buyer "as is," and **SELLER DISCLAIMS ALL WARRANTIES WITH REGARD TO THE FACILITIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS**. Except as otherwise provided herein, in no event shall Seller be liable for any damages, including, but not limited to, special, direct, indirect or consequential damages arising out of, or in connection with, the use or performance of the Facilities. Any description of the Facilities contained in this Agreement is for the sole purpose of identifying the Facilities, is not a part of the basis of the

bargain, does not constitute a warranty that the Facilities shall conform to that description, and does not constitute a warranty that the Facilities will be fit for a particular purpose. No affirmation of fact or promise made by Seller, not contained in this Agreement, shall constitute a warranty that the Facilities will conform to the affirmation or promise.

Section H. Litigation. Except as stated in the Disclosure Letter, there is no suit or action, or legal, administrative, arbitration or other proceeding or governmental investigation, affecting the Seller or its assets and properties pending, or to the knowledge of Seller, threatened against Seller which might materially and adversely affect the transactions contemplated herein, or which materially and adversely affect Seller's electric business in Sikeston. Except as stated in the Disclosure Letter, Seller further represents that there is no outstanding judgment, decree or order against Seller which might materially and adversely affect the transactions contemplated herein.

Section I. Binding Nature. The terms and conditions of this Agreement and all other instruments and agreements to be delivered by Seller to Buyer pursuant to the terms of this Agreement shall be, when duly executed and delivered, valid, binding and enforceable against Seller in accordance with their terms.

Section J. Insurance. Seller is, to some extent, self-insured. Certificates of Insurance evidencing policies for property damage and liability maintained by Seller in excess of its self-insurance and affecting the transactions contemplated

herein are attached as Exhibit G. All premiums have been currently paid on such policies, and Seller represents that all policies on the Facilities will be maintained and, if necessary, renewed to and including the date of closing.

Section K. Representations and Warranties. No representation or warranty by Seller in this Agreement nor any such Schedule to this Agreement contains or will contain any untrue statement or omits or will omit to state, as of and at the closing date, a material fact necessary to make the statements contained herein not misleading. Seller agrees promptly to notify Buyer in writing from time to time of any changes in status of the representations and warranties made by Seller in this Agreement or in any of such Schedules. If said changes would have a material adverse effect on this transaction, in the opinion of the Buyer, Buyer and Seller shall attempt, in good faith, to resolve the problems. If the problem is not resolved to Buyer's satisfaction, Buyer may, without liability, terminate this Agreement and both parties shall be excused from performance.

ARTICLE VIII  
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF BUYER

Buyer represents and warrants to Seller and agrees with Seller as follows:

Section A. Organization. Buyer is a municipal body politic and corporate in perpetuity, duly and legally established as a Third-Class City under the provisions of the Missouri Constitution, validly existing and in good standing under the laws and



Constitution of the State of Missouri and has full corporate power and authority under the laws and Constitution of Missouri to enter into this Agreement and perform the transactions contemplated herein.

Section B. Corporate Authority. To the extent necessary by law, the execution, delivery and performance of this Agreement and each and every agreement, document and instrument provided for herein have been duly authorized by the voters of the City of Sikeston to the extent required by law, the Board of Municipal Utilities and City Council. This Agreement is binding upon and enforceable against Buyer in accordance with its terms and is not in violation of any provision of any judicial, governmental or administrative decree, order, writ, injunction, or judgment, or in conflict with or will result in the breach of, or constitute a default under, the City Charter or ordinances of Buyer, or any mortgage, indenture, contract, agreement, or other instrument to which Buyer is a party or by which its property may be bound or constitute a default or event of default hereunder.

Section C. Binding Nature. The terms and conditions of this Agreement and all other instruments and agreements to be delivered by Buyer to Seller pursuant to the terms of this Agreement shall be, when duly executed and delivered, valid, binding and enforceable against Buyer in accordance with their terms.

Section D. Representations and Warranties. No representation or warranty by Buyer in this Agreement nor any such Schedule to this Agreement contains or will contain any untrue statement or

omits or will omit to state, as of and at the closing date, a material fact necessary to make the statements contained herein not misleading. Buyer agrees to promptly notify Seller in writing from time to time of any changes in the status of the representations and warranties made by Buyer in this Agreement or in any of such Schedules. If said changes could have a material adverse effect on this transaction, in the opinion of Seller, Buyer and Seller shall attempt, in good faith, to resolve the problems. If the problem is not resolved to Seller's satisfaction, Seller may, without liability, terminate this Agreement and both parties shall be excused from performance.

Section E. No Litigation. There are no pending or, to the best of Buyer's knowledge, threatened actions or proceedings before any court or administrative agency or other authority which might or will materially or adversely affect Buyer's ability or right to perform all Buyer's obligations hereunder.

Section F. Compliance. Neither the execution and delivery of this Agreement, nor any instrument or agreement to be delivered by Buyer to Seller at the closing pursuant to this Agreement, nor the compliance with the terms and provisions thereof by either Buyer or Seller, will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of the terms, conditions or provisions of the City charter or ordinances of Buyer, or any agreement or other instrument to which Buyer is a party, or by which Buyer is or may

be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice or both will constitute an event of default thereunder.

Section G. Due Performance. Buyer has in all material respects performed all obligations required to be performed by it hereunder, and is not in default in any material respect under, or in violation in any material respect of, its ordinances or any agreement, lease, mortgage, note, bond, indenture, license or other documents or undertaking, oral or written to which it is a party or by which it is bound. Buyer is not in violation or default in any material respect of any order, writ, rule, regulation, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby will not result in any of the violations or defaults referred to in this paragraph.

Section H. Interim Operations and Continued Service. At 12:01 a.m. of the day after closing, the Buyer shall take responsibility for the operation and maintenance of the Facilities. Until customers are transferred from Seller's facilities to Buyer's facilities, Seller will continue to provide electricity, read meters and bill customers. Seller and Buyer agree to cooperate during this interim period in order to minimize any adverse impact on customers.

Section I. Removal of Facilities. As soon as possible following the transfer of all customers from Seller to Buyer, Buyer

shall remove (at its expense) and promptly return all transformers and revenue meters to Seller.

#### **ARTICLE IX LIABILITIES**

Section A. No Assumption of Liabilities. Seller acknowledges that Buyer is acquiring the Facilities, Easements and Contractual Arrangements without any assumption of Seller's liabilities except as expressly assumed by Buyer in writing pursuant hereto. Seller covenants that Seller shall fully and timely satisfy the liabilities of Seller not assumed by Buyer hereunder, but relevant to the transactions contemplated hereunder, or the subject matter hereof including without limitation all and any liabilities which shall have accrued prior to closing.

#### **ARTICLE X ACCOUNTS RECEIVABLE AND UNBILLED REVENUE**

Section A. Accounts Receivable. Seller shall retain all accounts receivable related to Seller's electric business at the time of closing and through the time that customers are transferred from Seller's facilities to Buyer's facilities. Seller shall be entitled to receive all money paid to either Seller or Buyer on said accounts.

Section B. Unbilled Revenue. Following the date of closing, as each customer is transferred from Seller to Buyer, Seller shall read the customer's meter and provide a final bill to them for the



service received. Collection of the final bills as well as any prior balances shall remain the responsibility of the Seller.

Section C. Security Deposits. Seller shall, promptly after receiving payment from its customers for their final bill and any previous arrearages, return all security deposits to its customers.

Section D. Seller's Records. Seller shall, promptly after closing, make available to Buyer copies of Seller's records relevant to a smooth transfer of the business and operations of the electric utility operations in Sikeston, including without limitation customer account records.

Section E. Emergency Calls. Seller shall respond to emergency service calls up to 12:01 a.m. of the day after closing. Any time beyond the closing time required for completion of said work will be billed separately to Buyer at Seller's cost and Buyer shall promptly pay same.

#### ARTICLE XI RECORDS

Section A. Records and Books Available to Buyer and Seller. Seller shall give to Buyer, Buyer's accountants, counsel and other representatives, during normal business hours from the date hereof to closing, access to books, records, contracts and commitments of Seller related to this transaction and shall furnish Buyer during such period with information concerning the Seller's affairs as Buyer may reasonably request with respect to the various transactions contemplated hereby. In the event that after closing any controversy or claim by or against either party arises out of

this transaction or the subject matter hereof, either party shall make available to the other, copies of such relevant records as may reasonably be requested pertaining thereto.

Section B. Retention of Documents by Buyer. Buyer shall have the right to retain all original accounting records, customers' business records, operating manuals, computer software, meter test records, maps and all other documents related directly to Seller's electric business and normally maintained by Seller in Sikeston.

## ARTICLE XII CONDUCT OF BUSINESS

Seller covenants, represents and warrants in favor of Buyer that pending completion of this closing, unless otherwise agreed to in writing by Buyer:

(a) Seller shall carry and continue in force through the closing such insurance on the Facilities, if any, as it currently carries.

(b) Seller shall not amend, modify or terminate any agreement to which it is a party, except in the ordinary course of business, if said amendment, modification or termination might materially and adversely affect the transactions contemplated herein.

(c) Seller shall repair and maintain the Facilities in good state of repair through the date of closing, ordinary wear and tear excepted, and Seller shall not dispose of any of such items except in the normal course of business without the consent of Buyer.

**ARTICLE XIII**  
**FITNESS OF PROPERTY**

If, between the time this Agreement is executed and the closing, a significant portion of the Facilities is damaged or destroyed beyond normal wear and tear, Buyer and Seller shall attempt in good faith to achieve a mutually satisfactory agreement for the repair and restoration of such Facilities. In the event Buyer and Seller cannot agree upon terms for the repair and restoration of such Facilities, either party shall have the option of canceling this Agreement. If any portion of the Facilities, Easements or Contractual Arrangements is taken through condemnation, during the period between execution of this Agreement and the closing, Buyer shall be entitled to the condemnation award(s).

**ARTICLE XIV**  
**INDEMNITY AND RELEASE**

(a) Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, or against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney's fees, in any way connected with any injury to any person or damage to any property (including cost of studies, surveys, clean-up and any other environmental claim expenses) which arise out of the condition, operation or use of the Facilities, Easements or Contractual Arrangements or any loss occasioned in any

way by hazardous substances (as defined under any Federal or Missouri law) on the property or by the negligent or intentional activities of Buyer during or after Buyer's acquisition of the property.

This indemnity specifically includes the direct obligation of Buyer to perform any remedial or other activities required, ordered, recommended or requested by any agency, government official or third party, or otherwise necessary to avoid injury or liability to any person, or to prevent the spread of pollution, however it came to be located on the property (hereinafter, the "Remedial Work").

(b) Without limiting its obligations under any other paragraph of this Agreement, Buyer shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the premises. The responsibility conferred under this paragraph includes but is not limited to responding to such orders on behalf of Seller and defending against any assertion of Seller's financial responsibility or individual duty to perform under such orders. Buyer shall assume, pursuant to paragraph (a) above, any liabilities or responsibilities which are assessed against Seller in any action described under this paragraph (b).

(c) Release. Buyer hereby waives, releases and discharges forever Seller from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for



damages, losses, costs, liabilities, fees and expenses, present and future, known and unknown, arising out of or in any way connected with the condition, operation or use of the Facilities, Easements or Contractual Arrangements, any condition of environmental contamination on the property, and/or the existence of hazardous substances (as defined under Federal or Missouri law) in any state on the property, however they came to be placed there.

**ARTICLE XV**  
**COOPERATION**

Each party shall cooperate with the other in obtaining all necessary permits and approvals of regulatory authorities and shall do all such things as are reasonably required to permit the completion of the transactions contemplated herein in an orderly, efficient and timely manner. Seller shall make a good faith effort to file by December 1, 1992, for the approvals of this sale referred to in Article I, Section A.

**ARTICLE XVI**  
**WAIVER**

Waiver by either party of any right(s) hereunder on any one or more occasions shall not constitute waiver of said right(s) on any other occasion.

**ARTICLE XVII**  
**NOTICES**

Notices hereunder may be given by any means reasonably calculated to timely apprise the other party of the subject matter

thereof and no notice shall be deemed deficient if in writing or promptly confirmed in writing and personally delivered, or mailed first-class, postage prepaid to:

E. R. Inman, Director  
Board of Municipal Utilities  
P.O. Box 370  
Sikeston, MO 63801

or

Union Electric Company  
1901 Chouteau Avenue  
P. O. Box 149  
St. Louis, MO 63166  
Attn: William C. Shores

or the attention of such other individuals or at such other addresses of which the parties may give notice from time to time.

#### ARTICLE XVIII EXHIBITS

All Exhibits and Schedules and the Disclosure Letter referenced herein are incorporated as if fully set out.

#### ARTICLE XIX HEADINGS

Section headings are for convenience and not to be construed as altering the text hereof.

#### ARTICLE XX AMENDMENTS

This Agreement may not be amended except in writing.

**ARTICLE XXI**  
**ASSIGNABILITY**

This Agreement shall bind and inure to the benefit of the parties, and their respective successors and assigns, but shall not be assignable by either party without the prior written consent of the other party.

**ARTICLE XXII**  
**SURVIVAL**

All representations and warranties, and rights and duties hereunder, except for those which are fully executed at the closing, shall survive the closing.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and supersedes any representations, negotiations or prior agreements of the parties with respect to the subject matter hereof.

**ARTICLE XXIV**  
**EXPENSES**

Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, all filing fees and fees and expenses of agents, representatives, counsel and accountants employed by any such

party, shall be borne solely and entirely by the party which has incurred same.

**ARTICLE XXV  
GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the state of Missouri.

**SELLER:  
UNION ELECTRIC COMPANY**

By: *C. H. Sullivan*

Title: Senior Vice President

**ATTEST:**

By: *M. L. Waters*

Title: Ass't. Secretary

**BUYER:  
CITY OF SIKESTON, MISSOURI**

By: *Terry Bryant*

Title: Mayor

**ATTEST:**

By: *Harold L. Couch*

Title: City Clerk

**BOARD OF MUNICIPAL UTILITIES  
CITY OF SIKESTON**

By: *James R. Bohin*

Title: Chairman

**ATTEST:**

By: *Chas. O. Ball*

Title: Secretary



**ATTACHMENTS TO AGREEMENT**

Exhibit A	Property to be Sold
Exhibit B	Property Excluded From Sale
Exhibit C	Opinion of Buyer's Counsel
Exhibit D	Opinion of Seller's Counsel
Exhibit E	Bill of Sale
Exhibit F	Assignment
Exhibit G	Insurance

Schedule of Easements

Schedule of Permits

Schedule of Railroad Licenses

Disclosure Letter

**EXHIBIT A**

**ASSETS**

**UNION ELECTRIC COMPANY FACILITIES  
TO BE PURCHASED BY THE CITY OF SIKESTON**

The Assets of the Seller to be conveyed to the Buyer at closing shall include all 2.4 kV, 4.16 kV, 7.2 kV and 12.4 kV electric distribution facilities and related secondary and service facilities (except for those excluded on Exhibit B) located within the city limits of Sikeston and supplied by Union Electric's Sikeston-West, Miner-City and Miner-12 substations. In addition, the sale shall include the distribution and service facilities located outside of Sikeston, south of Abels Road and Shady Lane consisting of three poles and spans of wire used to serve one customer.

**EXHIBIT B**

**EXCLUDED ASSETS**

**UNION ELECTRIC COMPANY FACILITIES  
NOT TO BE PURCHASED BY THE CITY OF SIKESTON**

The Assets of the Seller not to be conveyed to the Buyer at closing shall include all transformers, revenue meters, and a 12.4 kV circuit supplied by Matthews substation that is routed generally along Highway 60 and Highway 61. (Much of this 12.4 kV circuit is attached to city of Sikeston poles and is necessary to supply UE customers located outside of the city limits.)

The sale also does not include the "Miner-72" 34.5 kV circuit feeding through the city and generally located along Linn Street and the Railroad, from the east to west city limits, and along Highway 61 from Linn Street to the north city limits. (This circuit permits UE to supply the load at Morehouse and Miner City substations and provides 34.5 kV tie capacity between UE's Miner and Oran 161/34.5 kV substations.)

EXHIBIT C

[LETTERHEAD OF SIKESTON COUNSEL]

Union Electric Company  
1901 Chouteau Avenue  
Post Office Box 149  
St. Louis, MO 63166

Dear Sirs:

With reference to the purchase, pursuant to the provisions of the Contract for Purchase and Sale of Distribution Facilities dated \_\_\_\_\_, 199\_\_ (together with the Exhibits, Schedules and Disclosure Letter annexed thereto) (the "Agreement"), between you ("UE") as Seller and the City of Sikeston ("Sikeston") as Buyer of certain assets and the assignment of easement, \_\_\_\_\_ and licenses (the "Property") owned by you and located in the State of Missouri, I advise you that I have acted as counsel for Sikeston and in that capacity have participated in the preparation of the Agreement. I also have participated in or reviewed all municipal proceedings with respect to this transaction, and I have examined such other documents and satisfied myself as to such other matters as I have deemed necessary to enable me to render this opinion.

Terms are used herein as used in the Agreement unless otherwise defined herein.

Based upon the forgoing, I am of the opinion that:

(i) Sikeston is a municipal body politic and corporate in perpetuity, duly and legally established as a Third Class City under the provisions of the Missouri Constitution, validly existing



and in good standing under the laws and Constitution of the State of Missouri.

(ii) Sikeston has all requisite power and authority to enter into the Agreement and each and every agreement, document and instrument provided for therein and to consummate the transactions contemplated thereby.

(iii) The Agreement and each and every agreement, document and instrument provided for therein have been duly authorized by all necessary municipal action, including the City Council of Sikeston, have been duly and validly executed by Sikeston, and each constitutes a legal and binding obligation of Sikeston enforceable in accordance with its terms and is not in violation of any provision of any judicial, governmental or administrative decree, order, writ, injunction or judgment.

(iv) After diligent investigation, I do not know of any litigation, proceeding or governmental investigation pending or threatened against or relating to Sikeston which would adversely affect in any way Sikeston's obligations under the Agreement or the consummation of the transactions contemplated thereby or which, insofar as reasonably can be foreseen, in the future would have such effect.

(v) The execution and delivery of the Agreement and each and every agreement, document and instrument provided for therein and consummation thereof do not conflict with, or result in the breach of, or constitute a default under the ordinances of Sikeston or, to the best of my knowledge but without any duty to investigate or any

investigation of any mortgage, indenture, contract, agreement or instrument of which I have knowledge and to which Sikeston is a party or by which Sikeston or its property is bound, or constitute an event of default or, with the lapse of time or the giving of notice, or both, will constitute an event of default thereunder.

(vi) Sikeston has complied with all applicable statutes, the provisions of its ordinances, and all other laws and regulations applicable to the transactions contemplated by the Agreement and each and every agreement, document and instrument provided for therein to be performed by Sikeston.

The foregoing opinions, are, with your consent, subject to the following assumptions, limitations, qualifications and exceptions:

a. In my examination I have assumed: (i) the genuineness of all signatures on all original documents; (ii) the conformity to the original documents of any copies submitted to me; and (iii) except for where my opinion expressly addresses these matters, the due execution and delivery of all documents where due execution and delivery are prerequisite to the effectiveness thereof.

b. My opinions are subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar debtor relief laws from time to time in effect, as well as general principles of equity applied by a court of proper jurisdiction, regardless of whether proceedings may be in equity or in law.

c. I am a member of the Missouri Bar and my opinions are limited to the laws of the State of Missouri.

d. My opinions may be relied upon only by UE, the Seller, and may not be used or relied upon by any other person or entity. My opinions may not be provided in any manner to any person other than a duly authorized governmental agency without express written approval. My opinions represent my reasoned judgment as to certain matters of law based upon the facts presented or assumed and are not and should not be considered or construed as a guarantee.

e. My opinions are as of the date hereof and are subject to future changes in law or fact. I expressly disclaim any duty to update my opinions or advise you as to the effect of future events or any change in the facts upon which these opinions are based.

Very truly yours,

EXHIBIT D

[LETTER HEAD OF WILLIAM E. JAUDER]

Chairman of the Board of Utilities  
City of Sikeston

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Dear Sirs:

With reference to the disposition, pursuant to the provisions of the Contract for Purchase and Sale of Distribution Facilities dated \_\_\_\_\_, 199\_\_ (together with the Exhibits, Schedules and Disclosure Letter annexed thereto) (the "Agreement"), between Union Electric Company (the "Company") and you of distribution facilities and the assignment of easements, leases and licenses (the "Assets") owned by the Company and located in the State of Missouri, I advise you that I have acted as counsel for the Company and in that capacity have participated in the preparation of the Agreement. I also have participated in or reviewed all corporate proceedings with respect to this transaction, and I have examined such other documents and satisfied myself as to such other matters as I have deemed necessary to enable me to render this opinion.

Terms are used herein as used in the Agreement unless otherwise defined herein.

Based upon the foregoing, I am of the opinion that:

1. The Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Missouri with corporate power and authority to own, operate and lease its properties and to carry on its business as it is being conducted on the date hereof.



2. The Company is duly qualified and is in good standing in the State of Missouri and in each other jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary, except where the failure of the Company to be so qualified shall not have a material adverse effect on the Company.

3. The Company has all requisite corporate power and authority to enter into the Agreement and each and every agreement, document and instrument provided for therein and to consummate the transactions contemplated thereby.

4. The Agreement and each and every agreement, document and instrument provided for therein have been duly and validly authorized by all necessary corporate action, have been duly and validly executed by the Company, and each constitutes a legal and binding obligation of the Company enforceable in accordance with its terms.

5. Except as disclosed in the Disclosure Letter as amended and updated on \_\_\_\_\_, 199\_\_, to the best of my knowledge, (a) there is no suit, action or proceeding pending or threatened against or affecting the Company before any court or any governmental or regulatory authority or body which, if adversely determined, would materially and adversely affect the Property or the consummation of the transactions contemplated by the Agreement; nor (b) is there any judgment, decree, injunction, rule or order of any court or any governmental department, commission, agency, instrumentality or arbitrator outstanding against or affecting the

Company having, or which, insofar as reasonably can be foreseen, in the future would have any such effect.

6. The Public Service Commission of Missouri, the Illinois Commerce Commission, the Iowa Utilities Board and the Federal Energy Regulatory Commission have, to the extent of their respective jurisdiction, issued orders authorizing the transactions contemplated by the Company pursuant to the Agreement; to the best of my knowledge, said orders are in full force and effect; and no further approval, authorization, consent or other order of any governmental body (other than with respect to possible zoning, building, occupancy and similar regulations, as to which I express no opinion), is legally required to permit the transactions contemplated by the Company pursuant to and in accordance with the provisions of the Agreement.

7. The execution and delivery of the Agreement and each and every agreement, document and instrument provided for therein and the consummation of the transactions contemplated thereby do not conflict with, or result in any violation of or default or loss of a benefit under, or permit the acceleration of any obligation under, any provision of the Articles of Incorporation or Bylaws of the Company, or, except as disclosed in the Disclosure Letter, to the best of my knowledge but without any duty to investigate or any investigation of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or the Property, other than

conflicts, violations, defaults, losses or accelerations which will not, in the aggregate, have a material adverse effect on the Company.

The foregoing opinions are, with your consent, subject to the following assumption, limitations, qualifications and exceptions:

a. In my examination I have assumed: (i) the genuineness of all signatures on all original documents; (ii) the conformity to the original documents of any copies submitted to me; and (iii) except for where my opinion expressly addresses these matters, the due execution and delivery of all documents, except the due execution and delivery of documents by the Company where due execution and delivery are prerequisite to the effectiveness thereof.

b. My opinions are subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar debtor relief laws from time to time in effect, as well as general principles of equity applied by a court of proper jurisdiction, regardless of whether proceedings may be in equity or in law.

c. I am a member of the Missouri Bar and my opinions are limited to the laws of the State of Missouri and property located in the State of Missouri, except with respect to matters set forth in Paragraph 6 hereinabove.

d. My opinions may be relied upon only by you, the Buyer, and may not be used or relied upon by any other person or entity. My opinions may not be provided in any manner to any person other than a duly authorized governmental agency or court without my

express written approval. My opinions represent my reasoned judgment as to certain matters of law based upon the facts presented or assumed and are not and should not be considered or construed as a guarantee.

e. My opinions are as of the date hereof and are subject to future changes in law or fact. I expressly disclaim any duty to update my opinions or advise you as to the effect of future events or any change in the facts upon which these opinions are based.

Yours truly,



**EXHIBIT E**

**BILL OF SALE AND GENERAL ASSIGNMENT**

Union Electric Company ("UE"), a Missouri corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from the City of Sikeston ("Sikeston"), a Missouri municipality, and pursuant to and in accordance with the provisions of that certain Contract for Purchase and Sale of Distribution Facilities dated as of \_\_\_\_\_, 199\_\_\_\_, by and between UE and Sikeston (the "Agreement"), does hereby sell, assign, transfer and set over to Sikeston, its successors and assigns, all right, title and interest in and to the Facilities, Easements and Contractual Arrangements (as defined in the Agreement) (herein referred to collectively as the "Assets"), together with the appurtenances thereof, to have and to hold the same forever to its own proper use and benefit. And, Sikeston hereby purchases, assumes and accepts the Assets.

The Assets sold, assigned and transferred pursuant to the Agreement are delivered by UE and accepted by Sikeston "as is." UE **DISCLAIMS ALL WARRANTIES WITH REGARD TO THE ASSETS, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS.** In no event shall UE be liable for any damages, including, but not limited to, special, direct, indirect or consequential damages arising out of, or in connection with, the use or performance of the Assets. Any description of the Assets contained in the Agreement is for the sole purpose of identifying the Assets, is not a part of the basis of the bargain, does not constitute a warranty that the Assets

shall conform to that description, and does not constitute a warranty that the Assets will be fit for a particular purpose. No affirmation of fact or promise made by UE, not contained in the Agreement, shall constitute a warranty that the Assets will conform to the affirmation or promise.

This Bill of Sale and General Assignment is executed and delivered by UE and executed and accepted by Sikeston pursuant to Article III Section A of the Agreement and is subject to all of the terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

UNION ELECTRIC COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

CITY OF SIKESTON

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT F**

**ASSIGNMENT**

**(Easements, Licenses, Etc.)**

**KNOW ALL PERSONS BY THESE PRESENTS;**

That Union Electric Company ("UE"), a Missouri corporation, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103, pursuant to and in accordance with the provisions of that certain Contract for Purchase and Sale of Distribution Facilities dated as of \_\_\_\_\_, 199\_\_\_\_, between UE and the City of Sikeston ("Sikeston"), a Missouri municipality, with its principal office at \_\_\_\_\_, Sikeston, Missouri \_\_\_\_\_ (ZIP)\_\_\_\_, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer, assign and quit-claim to Sikeston, its successors and assigns, all of its rights, title, interest, privileges, equity and estate in all rights-of-way, easements, permits, grants, licenses and rights and powers of every kind and description held or used in connection with its business on both public and private property within \_\_\_\_\_ County, Missouri whether the same have been obtained by written instruments, prescription, use, operation of law, or otherwise, except for those certain rights-of-way, easements, licenses and permits specifically described on the attached Exhibit 1 and to have and to hold the same forever for Sikeston's own proper use and benefit.

UNION ELECTRIC COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI     )  
                              ) SS  
COUNTY OF             )

On this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is a \_\_\_\_\_ of Union Electric Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]



**ACCEPTANCE**

By the authority of the City Council of THE CITY OF SIKESTON, MISSOURI, all terms, conditions and provisions of the foregoing Assignment (Easements, Licenses, Etc.) are hereby accepted.

IN WITNESS WHEREOF, the undersigned \_\_\_\_\_ of THE CITY OF SIKESTON, MISSOURI, has executed this acceptance this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

CITY OF SIKESTON

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF MISSOURI     )  
                              ) SS  
COUNTY OF             )

On this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is a \_\_\_\_\_ of Sikeston, Missouri; that the seal affixed to the foregoing instrument is the seal of said City; that said instrument was signed and sealed in behalf of said City by authority of its City Council; and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]



# CERTIFICATE OF INSURANCE

EXHIBIT G

ISSUE DATE (MM/DD/YY)

07/20/92

## PRODUCER

Rollins Burdick Hunter of Missouri, Inc.  
500 Washington, Suite 1100  
St. Louis, MO 63101  
(Louis O. Gys)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** See Attached Exhibits

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

## INSURED

Union Electric Company and  
Union Colliery Company  
1901 Chouteau  
P. O. Box 149  
St. Louis, MO 63166

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO-TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS			
						EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	Self-Insured Retention (See Attached Exhibits)	07/19/92	07/19/93	BODILY INJURY	\$	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$	
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$ 3,000,	\$ 3,000,	
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY			\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS							
	<input checked="" type="checkbox"/> CONTRACTUAL							
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS							
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE							
	<input checked="" type="checkbox"/> PERSONAL INJURY							
	AUTOMOBILE LIABILITY				BODILY INJURY PER PERSON	\$		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY PER ACCIDENT	\$		
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$		
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$		
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				BI & PD COMBINED	See Attached Exhibits		
A	<input checked="" type="checkbox"/> UMBRELLA FORM	See Attached Exhibits	07/19/92	07/19/93	BI & PD COMBINED	See Attached Exhibits		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY			
					\$	EACH ACCIDENT		
					\$	DISEASE POLICY LIMIT		
					\$	DISEASE EACH EMPLOYEE		
	OTHER							

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate of Insurance issued for proposed sale of electric facilities.

## CERTIFICATE HOLDER

## CANCELLATION

Sikeston Light & Water Company  
P. O. Box 370  
Sikeston, MO 63801  
Attn: Mr. Lester Wright  
Office Manager

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert D. [Signature]

Union Electric Company  
and  
Union Colliery Company

EXCESS LIABILITY COVERAGES  
(CLAIMS MADE)

LAYER I

LIMIT: \$2,000,000 each occurrence and aggregate, as applicable, excess of \$3,000,000 each and every occurrence self-insured retention, as agreed.

TERM: July 19, 1992 - July 19, 1993

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	Lloyd's & British Companies	92NAC042

LAYER II

LIMIT: \$5,000,000 each occurrence and aggregate, as applicable, excess of \$5,000,000, as agreed.

TERM: July 19, 1992 - July 19, 1993

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	Lloyd's & British Companies	92NAC043

LAYER III

LIMIT: \$15,000,000 each occurrence and aggregate, as applicable, excess of \$10,000,000, as agreed.

TERM: July 19, 1992 - July 19, 1993

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	Lloyd's & British Companies	92NAC044



LAYER IV

LIMIT: \$25,000,000 each occurrence and aggregate, as applicable, excess of \$25,000,000.

TERM: July 19, 1992 - July 19, 1993

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	Lloyd's & British Companies	92NAC045
	Utica Mutual Insurance Co.	TBD

LAYER V

LIMIT: \$75,000,000 each occurrence and aggregate, as applicable, excess of \$50,000,000, as agreed.

TERM: July 19, 1992 - July 19, 1995

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	Energy Insurance Mutual, Ltd.	400253-92GL

LAYER VI

LIMIT: \$25,000,000 each occurrence and aggregate, as applicable, excess of \$125,000,000, as agreed.

TERM: July 19, 1992 - July 19, 1993

<u>INSURANCE CARRIERS:</u>	<u>Company</u>	<u>Policy</u>
	X.L. Insurance Co., Ltd.	XLUMB00928

ROLLINS BURDICK  
HUNTER

SCHEDULE

1

**SCHEDULE OF EASEMENTS**  
**SCOTT COUNTY, MISSOURI**

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK	PAGE	COMMENTS
BEN O. MATTHEWS AND JENNIE W. MATTHEWS, h/w	MISSOURI UTILITIES CO.	15	26N	14E	06/30/64	209	1	EASEMENT FOR UTILITY LINE
CONCORDIA LUTHERAN CHURCH	MISSOURI UTILITIES CO.	U.S. SURVEY 32	26N	14E	04/13/78	300	49	15' WIDE EASEMENT FOR UNDER- GROUND FACILITIES TO SERVE CHURCH
KEITH HUTSON AND KAREN HUTSON, h/w	UNION ELECTRIC CO.	LOT 36	SIKESTON'S EAST ADDN.		10/21/89	508	23	8'x 15' EASEMENT (RECORDED IN CAPE GIRARDEAU COUNTY)

SCHEDULE OF PERMITS  
SCOTT COUNTY, MISSOURI

NONE

SCHEDULE OF RAILROAD LICENSE AGREEMENTS

Agreements between Missouri Pacific Railroad Company and Union Electric Company, (successor by merger to Missouri Utilities Company), or their respective predecessors in interest, assigned to City of Sikeston, Missouri.

Contract No.

Subject

CA42710

Wire Line License dated November 20, 1953,  
covering one 2400 volt aerial power line at  
mile post 213 + 27, Scott County, Missouri.



1901 Chouteau Avenue  
Post Office Box 149  
St. Louis, Missouri  
314 554-2140



September 3, 1992

William C. Shores  
Vice President  
Regional East

Mr. E. R. Inman, Director  
Board of Municipal Utilities  
P.O. Box 370  
Sikeston, Missouri 63801

Dear Mr. Inman:

Re: Disclosure Letter

I have reviewed the Contract for Purchase and Sale of Distribution Facilities between Union Electric Company and the City of Sikeston, and at this time I am not aware of any disclosures that are required of Union Electric Company.

Sincerely,

*William C. Shores*

FIRST AMENDMENT TO THE CONTRACT  
FOR THE PURCHASE AND SALE OF DISTRIBUTION  
FACILITIES BETWEEN UNION ELECTRIC COMPANY  
AND CITY OF SIKESTON

THIS AMENDMENT ("Amendment") made and entered into the 20th day of January, 1993, by and between Union Electric Company, a Missouri corporation ("Seller") and the City of Sikeston, Missouri, a Missouri municipal corporation ("Buyer").

WITNESSETH

WHEREAS, Seller and Buyer entered into a "Contract for Purchase and Sale of Distribution Facilities" ("Agreement") on October 5, 1992; and

WHEREAS, the Agreement provided that certain conditions precedent, to-wit: the approval of said Sale by the Public Service Commission, must be satisfied by December 31, 1992; and

WHEREAS, Seller and Buyer desire to extend the period for satisfying said conditions precedent through December 31, 1993.

NOW, THEREFORE, it is mutually agreed as follows:

1. The third line of Article I of the Agreement, which reads "December 31, 1992", is hereby amended to read "December 31, 1993, or within 30 days after approval of said sale by the Public Service Commission".

2. All other terms and conditions of the Agreement are hereby ratified.

FILED

FEB 8 1993

MISSOURI  
PUBLIC SERVICE COMMISSION

S. J. H. H. H. H. H.

2

SELLER:  
UNION ELECTRIC COMPANY

By: *Carl M. Smith*

Title: Senior Vice President

ATTEST:

By: *W. L. Waters*

Title: ASST. SECRETARY

BUYER:  
CITY OF SIKESTON, MISSOURI

By: *Terry Bryant*

Title: Mayor, City of Sikeston

ATTEST:

By: *Charles Paul*

Title: City Clerk, City of Sikeston

BOARD OF MUNICIPAL UTILITIES  
CITY OF SIKESTON

By: *D. L. Poole*

Title: Chairman

ATTEST:

By: *James G. Harkin*

Title: Secretary

**CERTIFIED COPY OF RESOLUTIONS ADOPTED AT THE  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
UNION ELECTRIC COMPANY  
HELD ON FRIDAY, JUNE 12, 1992**

---

RESOLVED, that the sale of the Company's electric distribution facilities in the City of Sikeston, Missouri be and hereby is determined to be desirable, and that in connection with such sale the officers of the Company be and hereby are authorized to execute and deliver a Contract for Purchase and Sale of Distribution Facilities, in the form presented to this meeting, with such changes therein as the officers executing such Contract may approve; and further

RESOLVED, that, if necessary, the trustee under the indenture creating a lien on the electric distribution facilities of the Company to be sold be and hereby is authorized and requested to release such properties from the lien of said indenture in accordance with the provisions thereof; that J. L. Nolte be and hereby is appointed as an independent engineer for the purpose of furnishing certificates required by the provisions of such indenture; and that the officers of the Company be and hereby are authorized and directed to seek, with the advice of counsel, regulatory approvals required in connection with the sale of such electric distribution facilities; and further

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

I hereby certify that the foregoing is a true and correct copy of resolutions adopted at the regular meeting of the Board of Directors of Union Electric Company, held pursuant to due notice on Friday, June 12, 1992 at the General Office Building of the Company, St. Louis, Missouri, and that such resolutions are still in full force and effect.

NOV 17 1992

  
Secretary

**FILED**  
FEB 8 1993  
MISSOURI  
PUBLIC SERVICE COMMISSION

BILL Number 4918

ORDINANCE Number 4918

THIS BILL AS APPROVED SHALL AUTHORIZE THE MAYOR AND THE CITY CLERK TO EXECUTE AND DELIVER A CONTRACT FOR PURCHASE AND SALE OF DISTRIBUTION FACILITIES BETWEEN UNION ELECTRIC COMPANY AND CITY OF SIKESTON, A COPY OF WHICH IS ATTACHED HERETO AS "EXHIBIT A".

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

Section I: This ordinance shall not be codified in the Sikeston Municipal Code as herein below set forth.

Section II: WHEREAS, Union Electric Company has agreed to sell its existing facilities in the City of Sikeston, Missouri, to the Board of Municipal Utilities of the City of Sikeston, Missouri, and the Board of Municipal Utilities have agreed to purchase same and so recommend same to the City of Sikeston.

Section III: NOW THEREFORE, The Mayor and City Clerk of the City of Sikeston, Missouri, are hereby authorized to execute and deliver a certain Contract For Purchase and Sale of Distribution Facilities Between Union Electric Company and City of Sikeston, set forth as "Exhibit A" and attached hereto.

Section IV: General Repealer Section. Any ordinance or parts thereof inconsistent herewith, are hereby repealed.

Section V: Severability. Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Record of Passage:

- A. Bill Number 4918 was introduced and read the first time this 14th day of September, 1992.
- B. Bill Number 4918 was read the second time this 23rd day of September, 1992 discussed and was voted as follows;

Bryant AYE, Leible AYE, Moll AYE,

Thompson AYE, and Bill NAY,

thereby being PASSED.

FILED

FEB 8 1993

MISSOURI  
PUBLIC SERVICE COMMISSION

SCHEDULE

4



C. Upon passage by a majority of the Council, this Bill shall become Ordinance 4918 and shall be in full force and effect from and after its passage.

  
Terry Bryant, Mayor

  
Approved As To Form  
Daniel Norton, City Attorney

Seal/Attest

  
Carroll Couch, City Clerk



City of Sikeston

C E R T I F I C A T I O N

STATE OF MISSOURI )

COUNTY OF SCOTT )

I, Carroll L. Couch, City Clerk, within and for the City of Sikeston, Scott County, Missouri, do hereby certify that the attached ordinance constitutes a true and correct copy of Ordinance Number 4918, authorizing the Mayor and City Clerk to execute and deliver a contract for purchase and sale of distribution facilities between Union Electric Company, and the City of Sikeston, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Sikeston, Missouri, at my office in said City this 22nd day of January, 1993.

  
\_\_\_\_\_



**UNION ELECTRIC COMPANY**  
**BALANCE SHEET**  
**JULY 31, 1992**  
(Thousands of Dollars)

ASSETS	Pro Forma			CAPITALIZATION AND LIABILITIES		
	Per Books	Adjustments (See pp. 3 & 4)	As Adjusted	Per Books	Adjustments (See pp. 3 & 4)	As Adjusted
<b>PROPERTY AND PLANT:</b>				<b>CAPITALIZATION:</b>		
Utility Properties -				Common stock, \$5 par value, authorized		
Tangible, at original cost -				150,000,000 shares - outstanding		
Electric	\$7,225,719	(\$356)(B)	\$7,225,363	102,123,834 shares (excluding 42,990 at		
Gas	135,832		135,832	par value in treasury)	\$510,619	\$510,619
Other	988		988	Other paid-in capital, principally		
Nuclear fuel in process	169,920		169,920	premium on common stock	718,307	718,307
Miscellaneous intangible,				Retained earnings	869,576	869,576
at original cost	162		162	Total common stockholders' equity	2,098,702	2,098,702
Total Utility Properties	7,532,621	(356)	7,532,265	Preferred stock not subject to		
Less accumulated depreciation				mandatory redemption	217,785	217,785
and amortization	2,320,279	(407)(B)	2,319,872	Preferred stock subject to mandatory		
Total utility properties, net	5,212,342	51	5,212,393	redemption	728	728
Non-utility property, at cost,				Long-term debt	1,968,791	1,968,791
net of accumulated depreciation				Unamortized (discount) and premium on debt	(6,408)	(6,408)
of \$334	1,490		1,490	Total long-term debt	1,962,383	1,962,383
Total property and plant, net	5,213,832	51	5,213,883	Total capitalization	4,279,598	4,279,598
<b>DEFERRED CHARGES AND OTHER ASSETS:</b>				<b>ACCUMULATED DEFERRED TAXES</b>		
Callaway rate phase-in plans	14,224		14,224	ON INCOME	825,127	(6)(D) 825,121
Unamortized debt expense	30,402		30,402	<b>ACCUMULATED DEFERRED</b>		
Nuclear decommissioning trust fund	31,168		31,168	INVESTMENT TAX CREDIT	189,430	189,430
Other	18,004		18,004	<b>ACCUMULATED PROVISION FOR</b>		
Total deferred charges and other assets	93,798		93,798	NUCLEAR DECOMMISSIONING	31,458	31,458
<b>CURRENT ASSETS:</b>				<b>CURRENT LIABILITIES:</b>		
Cash and special deposits	15,294	(100 (A) (20) (C) (81) (B) 44 (F))	15,337	Current maturity on long-term debt	53,149	53,149
Environmental bond trust fund	0		0	Accounts payable	82,996	82,996
Accounts receivable - trade	199,117		199,117	Wages payable	10,065	10,065
Less allowance for doubtful accounts	(6,352)		(6,352)	Bank loans	69,500	69,500
Unbilled revenue	144,231		144,231	Taxes accrued	157,323	157,323
Other accounts and notes receivable	25,799		25,799	Interest accrued	39,924	39,924
Materials and supplies, at average				Dividends declared	64,206	64,206
cost - Fossil fuel	97,465		97,465	Other	90,942	90,942
Construction and maintenance	94,729		94,729	Total current liabilities	568,105	568,105
Other	15,805		15,805	<b>TOTAL CAPITALIZATION AND LIABILITIES</b>	\$5,893,718	\$5,893,812
Total current assets	586,088	43	586,131			
<b>TOTAL ASSETS</b>	<b>\$5,893,718</b>	<b>\$94</b>	<b>\$5,893,812</b>			

This balance sheet reflects the accepted accounting practices of the Company. It does not include the notes usually accompanying the published financial statements of the Company. However, this balance sheet reflects all adjustments which are, in the opinion of management, necessary to a fair statement of financial position as of July 31, 1992 and should be considered in conjunction with the notes to financial statements included in the Company's annual report to the Commission.

**UNION ELECTRIC COMPANY**  
**STATEMENT OF INCOME**  
**YEAR ENDED JULY 31, 1992**  
(Thousands of Dollars)

	Per Books	Pro Forma Adjustments (Sec pp. 3 & 4)	As Adjusted
<b>OPERATING REVENUES:</b>			
Electric	\$1,950,594	(\$81)(E)	\$1,950,513
Gas	81,731		81,731
Water	2,378		2,378
Other	485		485
Total operating revenues	2,035,188	(81)	2,035,107
<b>OPERATING EXPENSES:</b>			
Operations:			
Fuel and purchased power	467,747	(13)	467,734
Other	330,645	(20)	330,625
Total operations	798,392	(33)(F)	798,359
Maintenance	182,279		182,279
Depreciation and nuclear decommissioning	208,860		208,860
Amortization of phase-in plans deferred costs	32,622		32,622
Current income taxes	151,817	(11)(F)	151,806
Deferred income taxes - net	46,801		46,801
Deferred investment tax credit - net	(7,411)		(7,411)
Taxes other than income taxes	196,138		196,138
Total operating expenses	1,609,498	(44)	1,609,454
<b>NET OPERATING INCOME</b>	425,690	(37)	425,653
<b>OTHER INCOME AND (DEDUCTIONS):</b>			
Allowance for equity funds used during construction	2,738		2,738
Gain on disposition of property	0	151 (B)	151
Current income taxes - Gain on disp. of prop.	0	(20)(C)	(20)
Amortization of phase-in plans deferred costs	75		75
Amortization of Deferred Income Taxes	0	6 (D)	6
Miscellaneous - net	(3,271)		(3,271)
Net other income and (deductions)	(458)	137	(321)
<b>INCOME BEFORE INTEREST CHARGES</b>	425,232	100	425,332
<b>INTEREST CHARGES:</b>			
Interest and amortization of net expense on debt and loss on reacquired debt	151,863		151,863
Allowance for borrowed funds used during construction	(5,667)		(5,667)
Total interest charges - net	146,196	0	146,196
<b>NET INCOME</b>	279,036	100	279,136
<b>PREFERRED STOCK DIVIDENDS</b>	14,059		14,059
<b>EARNINGS ON COMMON STOCK</b>	\$264,977	\$100 (G)	\$265,077

This statement reflects the accepted accounting practices of the Company. It does not include the notes usually accompanying the published financial statements of the Company. However, this statement reflects all adjustments which are, in the opinion of management, necessary to a fair statement of results for the period and should be considered in conjunction with the notes to financial statements included in the Company's annual report to the Commission.

**UNION ELECTRIC COMPANY**  
**PRO FORMA ADJUSTMENTS TO RECORD**  
**PROPOSED SALE OF ELECTRIC PLANT**  
**YEAR ENDED JULY 31, 1992**  
**(Thousands of Dollars)**

<b>ENTRY A:</b>	<u>DEBIT</u>	<u>CREDIT</u>
Cash	\$100	
Electric Plant Sold		\$100
To record sale of electric plant.		
<b>ENTRY B:</b>		
Electric Plant Sold	\$100	
Accumulated Provision for Depreciation	407	
Electric Plant in Service		\$356
Gain on Disposition of Property		151
To record the sale of electric property, the retirement of the original cost of plant with related accumulated provision for depreciation, and record as a gain the excess of the sales price over the net original cost of plant.		
<b>ENTRY C:</b>		
Income Taxes – Gain on Disposition of Property	\$20	
Cash		\$20
To record tax effect of the gain on sale of electric property.		
<b>ENTRY D:</b>		
Accumulated Deferred Taxes on Income	\$6	
Amortization of Deferred Income Taxes		\$6
To write-off Accumulated Deferred Income Taxes related to the sale of electric property.		



**UNION ELECTRIC COMPANY  
PRO FORMA ADJUSTMENTS TO RECORD  
PROPOSED SALE OF ELECTRIC PLANT  
YEAR ENDED JULY 31, 1992  
(Thousands of Dollars)**

**ENTRY E:**

Operating Revenues  
Cash

<u>DEBIT</u>	<u>CREDIT</u>
\$81	
	\$81

To reflect estimated loss of Revenue resulting from the sale.

**ENTRY F:**

Cash  
Operating and Maintenance Expenses  
Income Taxes -- Utility Operating Income

\$44	
	\$33
	11

To reflect the elimination of estimated Operation & Maintenance Expenses and Income Taxes resulting from the sale.

**ENTRY G:**

Balance Transferred from Income  
Unappropriated Retained Earnings

\$100	
	\$100

To record the estimated effect of the sale on Retained Earnings.

**UNION ELECTRIC COMPANY  
DISTRIBUTABLE ASSESSMENT FOR SIKESTON FACILITIES**

**FILED**  
**FEB 8 1993**  
**MISSOURI**  
**PUBLIC SERVICE COMMISSION**

TAXING JURISDICTION	U.E 1992 DISTRIBUTABLE RATE PER MILE	U.E 1992 MILES OF LINE SOLD	U.E 1992 TOTAL ASSESSMENT	1991 TAX RATE	ESTIMATED TAXES
(A)	(B)	(C)	(D)	(E)	(D*E)
<b>SCOTT COUNTY</b>			<b>(B*C)</b>		
STATE	39,153.08	29.71	1,163,238	0.03	348.97
COUNTY	39,153.08	29.71	1,163,238	0.07	814.27
SIKESTON SPECIAL ROAD	39,153.08	29.71	1,163,238	0.09	1,046.91
CITY OF SIKESTON	39,153.08	29.71	1,163,238	0.74	8,607.96
SCHOOLS (AVERAGE RATE )	39,153.08	29.71	1,163,238	2.44	28,383.01
COUNTY HEALTH CENTER	39,153.08	29.71	1,163,238	0.08	930.59
S. SCOTT AMB. DIST.	39,153.08	29.71	1,163,238	0.11	1,279.56
SHELTERED WORKSHOP	39,153.08	29.71	1,163,238	0.04	465.30
SIKESTON AREA FIRE	39,153.08	29.71	1,163,238	0.25	2,908.10
JOHNSON GRASS	39,153.08	29.71	1,163,238	0.01	116.32
N&M SURTAX	34,635.12	29.71	1,029,009	0.35	3,601.53
<b>TOTAL SCOTT</b>					<b>48,502.52</b>
<b>NEW MADRID COUNTY</b>					
STATE	39,153.08	0.12	4,698	0.03	1.41
COUNTY	39,153.08	0.12	4,698	0.15	7.05
CITY OF SIKESTON	39,153.08	0.12	4,698	0.74	34.77
COUNTY AMBULANCE	39,153.08	0.12	4,698	0.12	5.64
COUNTY HEALTH	39,153.08	0.12	4,698	0.07	3.29
JOHNSON GRASS	39,153.08	0.12	4,698	0.01	0.47
SIKESTON FIRE	39,153.08	0.12	4,698	0.25	11.75
COMMON ROAD	39,153.08	0.12	4,698	0.21	9.87
SCHOOLS	39,153.08	0.12	4,698	2.28	107.11
N&M SURTAX	34,635.12	0.12	4,156	0.23	9.56
SHELTERED WORKSHOP	39,153.08	0.12	4,698	0.02	0.94
<b>TOTAL NEW MADRID</b>					<b>191.86</b>
<b>TOTAL TAXES</b>					<b>48,694.38</b>

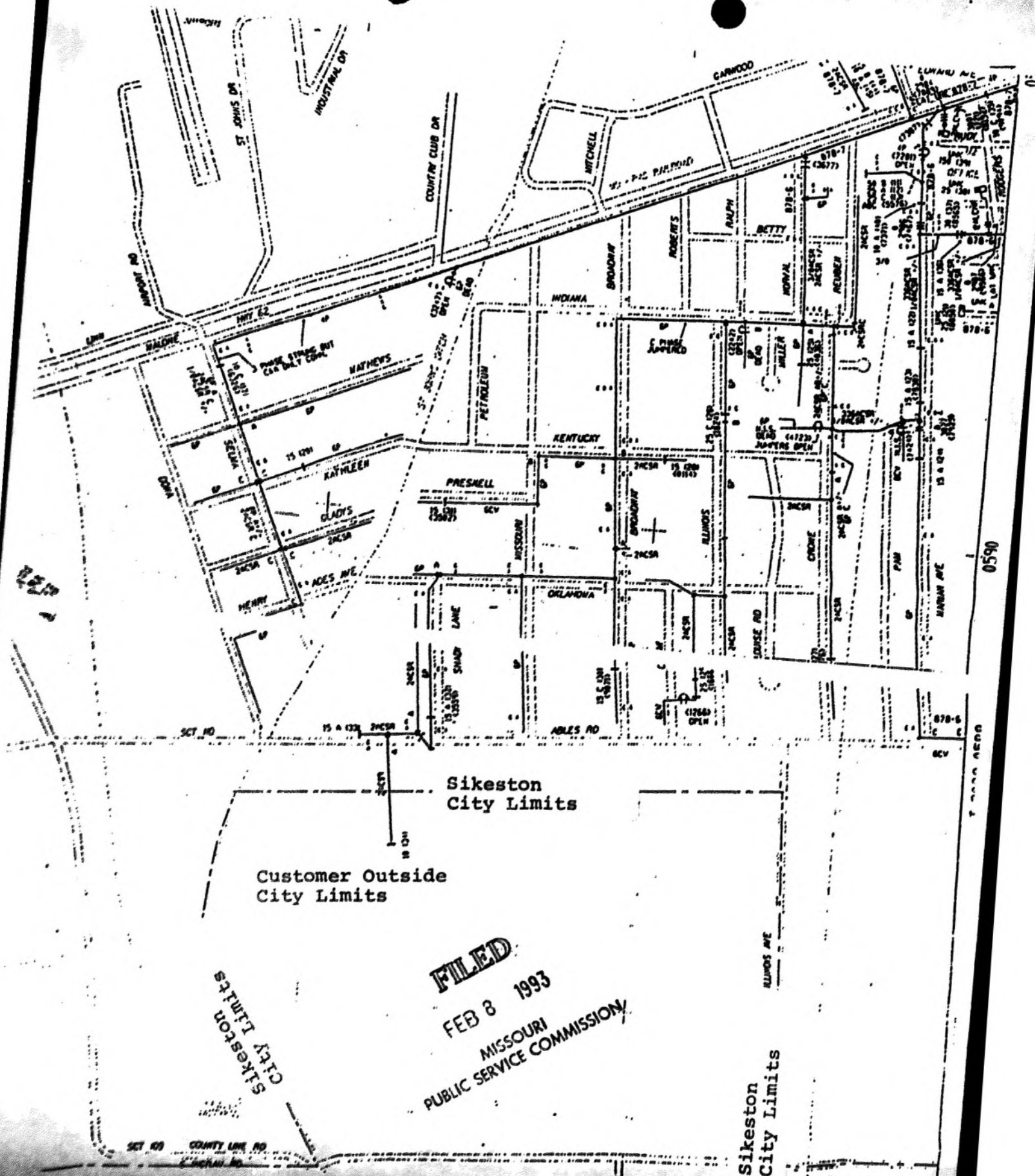
7/13/92

**RETAIL RATE COMPARISON**  
**Calculation of Customer Bills**  
**Sikeston Light & Water vs. Union Electric**  
**(For The Twelve Months Ended July 31, 1992)**

		<b>RESIDENTIAL</b>		<b>SGS (Scott County)</b>		<b>SGS (New Madrid County)</b>	
		<b>UE</b>	<b>SIKESTON</b>	<b>UE</b>	<b>SIKESTON</b>	<b>UE</b>	<b>SIKESTON</b>
1991:	AUG	\$7,503.90	\$4,770.30	\$2,816.57	\$2,029.94	\$1,849.43	\$1,327.78
	SEP	5,863.95	3,723.52	2,652.17	1,912.88	1,681.22	1,206.16
	OCT	2,945.78	2,653.82	1,604.84	1,475.18	958.92	942.91
	NOV	2,259.42	1,992.66	1,528.94	1,456.91	987.04	707.35
	DEC	2,495.83	2,264.92	1,762.00	1,692.99	1,051.56	782.41
1992:	JAN	2,806.29	2,605.52	1,912.50	1,842.21	1,124.55	867.32
	FEB	2,324.99	2,074.42	1,660.15	1,597.18	978.30	697.18
	MAR	2,363.93	2,103.23	1,769.43	1,729.15	976.37	694.93
	APR	2,229.25	1,968.60	1,709.24	1,616.65	891.66	609.61
	MAY	2,371.42	2,084.77	1,789.45	1,721.01	984.49	704.38
	JUN	3,373.16	2,155.99	2,437.31	1,744.81	1,289.43	922.89
	JUL	<u>5,707.39</u>	<u>3,628.53</u>	<u>2,841.77</u>	<u>2,038.54</u>	<u>1,431.21</u>	<u>1,025.40</u>
<b>12 MO. TOTAL</b>		<b>\$42,245.31</b>	<b>\$32,026.26</b>	<b>\$24,484.37</b>	<b>\$20,857.43</b>	<b>\$14,204.18</b>	<b>\$10,488.28</b>
<b>Increase/(Decrease)</b>			<b>(\$10,219.05) -24.19%</b>		<b>(\$3,626.94) -14.81%</b>		<b>(\$3,715.90) -26.16%</b>

**NOTES:**

- (1) UE revenues reflect actual billings. Sikeston revenues for each customer class shown above were calculated based on the average usage per customer in each class for each month in the comparison. Average usage was applied to the appropriate Sikeston rates in effect for that month. Revenues include customer charges and energy charges.
- (2) Actual number of customers per class in July 1992: Residential (67), SGS-Scott County (20), SGS-New Madrid County (1).



FILED

FEB 8 1993

MISSOURI  
PUBLIC SERVICE COMMISSION

Sikeston  
City Limits

**PUBLIC NOTICE**

The City of Sikeston ("City") and Union Electric Company ("UE") have filed an Application with the Missouri Public Service Commission requesting authority for UE to sell to the City the public utility electric business located in the City. In addition, the Application requests permission for the City to serve one customer outside the City Limits. If this authority is granted, the City would thereafter own and operate this portion of electric utility business presently owned and operated by UE.

Anyone wishing to intervene as a party in this case should file an Application to intervene with the Executive Secretary of the Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102, with copies of the Application also sent to:

Steven R. Sullivan  
Union Electric Co.  
P.O. Box 149  
St. Louis, MO 63166

Manuel Drumm  
113 West North Street  
P.O. Box 40  
Sikeston, MO 63801

Applications to intervene must be filed within fifteen days of the date this notice appears in the newspaper.

**FILED**  
FEB 8 1993  
MISSOURI  
PUBLIC SERVICE COMMISSION