

8.15.08

## AGREEMENT FOR SALE OF ELECTRIC UTILITY FACILITIES

THIS AGREEMENT is entered into as of the 27<sup>th</sup> day of AUGUST, 2008, by and between The Empire District Electric Company, a Kansas corporation, hereinafter called Seller, and the City of Monett, Missouri, a municipal corporation of the state of Missouri, hereinafter called Buyer.

### 1. Property To Be Sold

1.1 Subject to terms and conditions hereinafter set forth, and subject to the receipt of all necessary authority from the Missouri Public Service Commission (hereinafter "the Commission"), the Seller shall sell to Buyer, and the Buyer shall purchase from the Seller, all of Seller's electric distribution facilities depicted in a map attached as Exhibit A, hereto and made a part hereof, which depicts and includes all of the Seller's conductors, switches, transformers, towers, poles, wires, street lights, easements, and rights of way in the area shown, and all other equipment and material appertaining to said electric distribution facilities within the area shown, with certain exceptions set out below (the "Facilities"). A tabulation of the facilities to be purchased from Seller is set forth in the preliminary Bill of Sale, attached hereto as Exhibit B and made a part hereof. The parties understand that the Bill of Sale (Exhibit B) and associated map (Exhibit A) may be updated to reflect any changes prior to Closing.

1.2 Not included in the Facilities transferred by this Agreement are the facilities generally described as:

a) Meters

b) Buyer and Seller individually reserve the right to exclude the transfer of any transformers that are presumed to contain (or tested and found to contain) a PCB level of greater than 50 parts per million.

**2. Transfer and Conveyance of Facilities to be Sold**

**2.1** At the Closing, the Seller shall execute and deliver to the Buyer appropriate bills of sale and other instruments of conveyance and transfer of the Facilities to be sold. The Facilities to be sold shall be conveyed and transferred free and clear of all liens and encumbrances except for (i) any defects in the respective titles of Seller's grantors (ii) encumbrances; notice of which Seller has previously notified Buyer in writing and (ii) the lien of taxes not in default. Seller will transfer to Buyer any easements or similar agreements which Seller has relating to use of the Facilities but Seller does not guarantee the accuracy or completeness of such easements, nor will Seller be required to obtain any new, renewal or revised easements to satisfy the foregoing obligation. Seller shall notify Buyer of any defects in title of Seller's grantors which are known to Seller. Seller shall not be obligated to conduct any investigation to discover any possible defects. All taxes levied and assessed for the year 2008 shall be prorated between the Seller and the Buyer on the basis of the date of such transfer of title to the Facilities. Taxes for all years after such transfer shall be the sole responsibility of Buyer. Except as specified in this section or

elsewhere in this Agreement, the Facilities are transferred in an as-is condition with all faults and defects as more specifically forth in section 9.3 below.

**2.2** Not later than five (5) business days prior to the Closing, the Seller shall furnish to the Buyer forms of all proposed bills of sale, assignments and other instruments of conveyance and transfer, including a copy of the order of the Commission authorizing the transfer, by which Seller proposes to convey, transfer and assign the Facilities to be sold to the Buyer.

### **3. Purchase Price**

**3.1** At the Closing, and upon the sale, transfer, conveyance and assignment by the Seller to the Buyer of the Facilities to be sold, the Buyer shall pay to the Seller, by certified check payable in funds current at US Bank, the sum of \$56,052.14 adjusted to reflect the Net Additions (for purposes of example, but not for purposes of limiting the generality of the foregoing, Net Additions shall include emergency replacement(s) or repair of equipment and any replacement(s) of equipment reaching the end of its natural life prior to Closing etc.) to the Facilities to be sold from and including June 30, 2008, to and including the Closing Date, as reflected in the Work/Job Orders (defined below) maintained by Seller with regard to the pertinent area (the "Purchase Price"). The sale price of these Facilities shall be determined by the Seller and be based on the approximate computed, depreciated, book value of the Facilities as of the Closing Date.

**3.2** In addition to the Purchase Price defined in 3.1, above, the Buyer also agrees to reimburse the Seller for all costs associated with disconnecting the Facilities from the Sellers system, rearranging the Sellers facilities to accommodate the disconnection of said Facilities, and making final reads and removing the Seller's meters. In addition, Buyer agrees to reimburse Seller for all reasonable attorney fees, filing costs, PCB testing expenses, and other incidental expenses associated with the transfer of said Facilities to Buyer.

**3.3** Such Net Additions, referred to in 3.1, shall include the gross additions at original cost as shown by Work/Job Orders of the Seller, less retirements at original cost less depreciation, with respect to all classes of plant.

#### **4. Transfer of Records**

**4.1** On or before the Closing, Seller shall deliver to Buyer the following records and documents pertaining to the Facilities to be sold:

- a) The final Bill of Sale,.
- b) The maps (attached as Exhibit A hereto) which depict the Facilities to be sold with reasonable accuracy, subject to the exceptions described herein.
- c) Subject to the disclaimers set forth in section 2.1 above, any existing easement(s) and right-of-way instruments or drawings or both which relate to or are necessary for operation of the Facilities to be sold.

d) List of customer accounts within the area served by the Facilities to be sold with name of customer, service address, the annual kilowatthour consumption at each service address, and a description of the type of service as maintained by and shown on Seller's normal billing records as currently maintained by Seller. Special accounts such as area or street lights attached to the Facilities to be sold, traffic signals or any unmetered accounts, to the extent they exist, shall be reflected in the customer account lists to be provided.

## **5. Work/Job Orders Reflecting Changes**

**5.1** The Seller has maintained a file containing copies of work or job orders, or both, ("Work/Job Orders") which reflect charges for all construction work done pertaining to the Facilities to be sold since June 30, 2008. Seller shall calculate the appropriate Net Additions to the Purchase Price by means of these Work/Job Orders as of the Closing, and prepare an invoice to Buyer for same. At or before Closing the Seller shall present to the Buyer all supporting documentation including Work/Job Orders and material costs as may be reasonably required to verify the Net Additions.

**5.2** The Buyer shall pay to the Seller, within 30 days after the receipt of an invoice therefore, all sums represented thereon that are unchallenged by Buyer. Such sums shall be in addition to the Purchase Price and will be calculated by the Seller in the manner described in Section 3 hereof. If there are amounts on such an invoice that are challenged in good faith by

Buyer, Buyer shall deliver its reasons for challenging the amounts in writing to Seller at the time payment would otherwise be due. Within ten days thereafter, Buyer agrees to meet with Seller and discuss the challenged items in a businesslike manner, such meetings to continue on a weekly basis until there is a good faith mutual resolution of the matter.

## **6. Closing**

**6.1** The closing of this Agreement shall be at a mutually agreeable date and time within 30 days after the effective date of an order of the Commission approving the sale of the Facilities to be sold (the "Closing"); provided, however, that the order of the Commission is acceptable to the Seller in form and content, and provided further, that no person or entity has filed an application for rehearing regarding the order, or is otherwise pursuing appeal, revision or reversal of the order.

**6.2** The place of Closing shall be the Buyer's office.

**6.3** At the Closing, the Seller shall deliver, or shall have delivered previously to Buyer, all of the books and other records and documents as relate to the sale of the Facilities to be sold as specifically provided for herein.

**6.4** In the event the order of the Commission is unacceptable to the Seller in form or content or both, or in the event some person or entity pursues rehearing, revision, reversal or appeal of the order, the Closing shall be suspended indefinitely until the situation is resolved to the satisfaction of Seller.

If the Closing is suspended for these reasons for a period longer than six months from the effective date of the order of the Commission, this agreement shall become null and void and neither party shall be liable to the other therefore.

## **7. Regulatory Approvals**

**7.1** The performance of Seller under this Agreement is expressly subject to the approval of the transaction by the Commission in an order which in form and content is acceptable to Seller.

**7.2** Seller and Buyer shall cooperate and use their best efforts to obtain the approval of the Commission for this proposed transaction. Seller shall have primary responsibility for preparation of all applications for regulatory approval by the Commission. Buyer agrees to cooperate fully with respect to the production of any information, the provision of witnesses, and any other lawful requests made by the Commission, Seller, or any interveners in the Commission proceeding seeking approval of the proposed transaction, and if necessary, join in any such application and Buyer shall bear all costs and expenses in connection therewith. Seller agrees to furnish Buyer with a copy of the application.

**7.3** The Buyer shall furnish to the Seller prior to filing this agreement with the Commission, a certified copy of an ordinance of the Council of the City of Monett, Missouri, authorizing this proposed transaction pursuant to the terms of this Agreement. Such certified copy shall be in a form suitable for

filing with the Commission as part of an application seeking approval for the transaction.

**7.4** Failure of the Commission to issue an order approving the sale in form and content acceptable to Seller renders this agreement null and void, and neither party shall be liable to the other therefore.

**7.5** Because this transaction, if completed as contemplated, will effect a change of electric supplier for the affected customers, Buyer shall be responsible for producing documentation from the affected customers as may be required by 4 CSR 240-2.060(12) to be presented to the Commission concomitantly with an application for approval of the sale of the Facilities to be sold hereunder or as thereafter may be required by the Commission.

## **8. Transfer of Facilities and Customers**

**8.1** There are five (5) locations where the physical isolation of the Facilities to be sold from the Seller's electric distribution system and concomitant inclusion into Buyer's electric distribution system are to take place; a process referred to herein as "isolation and cutover". These locations for isolation and cutover are generally described as follows:

a) The Seller will disconnect service at/near the SE corner of Heim Trailer Park and the Buyer will connect service at/near the SW corner of Heim Trailer Park.



b) The Seller will disconnect service at three locations along 17<sup>th</sup> Street on the west side of the Valleyview Estates subdivision and the Buyer will connect service at these same three locations.

; and

c) The Seller will disconnect service at 23177 Lawrence County Road 1090 (Brownsberger Residence) and Buyer will connect service at this location.

Buyer hereby indemnifies and releases Seller for all claims relating to the isolation and cutover.

**8.2** From and after the Closing, Seller shall temporarily continue to provide service utilizing the Facilities to be sold until actual physical transfer from Seller's electric system to Buyer's electric system can be accomplished at the five isolation and cutover locations, in the manner set out herein. Buyer hereby grants permission for Seller to so act. At times to be mutually agreed to between representatives of Seller and Buyer, and as close to Closing as are reasonable and practical, giving due regard to the demands upon both for proper maintenance and operation of their respective utility system and availability of personnel to perform the tasks and read the meters, crews of Seller and Buyer shall be directed to coordinate and accomplish the appropriate work at each point of isolation and cutover. In scheduling each isolation and cutover, Buyer and Seller shall give due regard to minimizing the amount of time that the affected customers will be deprived of electric service as a part of the process ("the

affected customers"). It is contemplated that the operations may take place on separate days, although that is not required by this Agreement.

a) Once scheduled, an isolation and cutover may be canceled due to adverse weather conditions, unavailability of necessary personnel due to unforeseen conditions, or conditions in the nature of Force Majeure. The party considering it necessary to cancel shall promptly notify the other party of same. If postponed due to such conditions, each party shall use its best efforts to reschedule the isolation and cutover as soon as reasonably possible after the conditions preventing it are eliminated.

Each Party hereby assumes for itself, its agents and employees, the obligation of inspecting and ascertaining the condition of the electric facilities upon which such Party may work in connection with performing the terms of this Agreement, and to follow commonly accepted safety procedures and all applicable rules, laws and regulations in performing such work.

**8.3** It shall be the sole responsibility of Buyer to notify the affected customers of the scheduled change in electric supplier and when the affected customers should expect interruption of electric service due to the isolation and cutover in each of the areas. Such notice, in a form deemed appropriate by Buyer and acceptable to Seller, shall be given at least forty-eight (48) hours prior to the scheduled isolation and cutover.

**8.4** Seller shall arrange for a final meter reading to be obtained from each meter affected by such scheduled isolation and cutover ("Special Meter Reading"). The Special Meter Reading shall be obtained as close as

practical in time to the actual interruption of electric service, but in no event more than twenty-four (24) hours after same extenuating circumstances and events of Force Majeure excepted. Special Meter Readings which cannot be obtained at this time for any reason shall be estimated according to normal estimating practices for Seller, and actual readings obtained as soon as reasonably possible. At the time that the final reads of the individual customer meters are taken, the Seller's meters shall be removed and the Buyer will install its own billing meters.

**8.5** Seller shall, in the normal course of its business after obtaining the Special Meter Readings, issue final invoices to each affected customer.

**8.6** From and after the Special Meter Reading, affected customers who were the customers of Seller shall become the customers of Buyer for all purposes, except as provided herein. Buyer shall be responsible for rendering its bills to the affected customers utilizing the Special Meter Readings as beginning meter readings. This provision shall not be construed as relieving any affected customer of the obligation to pay for electrical service received from Seller prior to, and as may be measured by, the Special Meter Reading, or any amounts which may be otherwise due and owing to Seller from any affected customer at the time of the Special Meter Reading. Buyer has no interest in and will make no claim against any charges due Seller for service provided prior to the Special Meter Reading. Any action taken by Buyer to disconnect or

otherwise assist in collection of amounts due Seller shall be at no expense to Seller.

**8.7** Seller shall apply any deposit amount maintained for an affected customer against the affected customer's final invoice with Seller. If a credit balance remains after any such set off, Seller also retains the right to retain and set off any remainder of the deposit if the final invoice becomes delinquent. Should any final invoice not in dispute issued by Seller to the affected customers become delinquent and remain unpaid after collection efforts, Buyer agrees to timely issue a disconnection notice to the affected customer upon request of Seller, and to disconnect the affected customer if necessary, to aid Seller in collection of the final invoice. Buyer shall have the option of reimbursing Seller for the delinquent amount owed Seller in lieu of such disconnection.

**8.8** Any funds held on behalf of a customer in the Seller's Average Payment Plan shall be credited to the customer's final invoice. Any excess funds remaining in a customer's account, after the final invoice is paid, shall be returned to the customer. Customers participating in the Seller's Average Payment Plan will need to make individual application with the Buyer to participate in the Buyer's Equal Pay Plan. Buyer shall notify all transferred customers in writing, of the availability of their Equal Pay Plan as soon as practical after the sale is closed and before the Seller begins making the final reads.

## **9. Warranties**

**9.1** Seller warrants that it has good and sufficient title to the Facilities to be sold and that subject to the approval of the Commission, this Agreement does not violate or conflict with any agreement, instrument, license, permit, authorization, court order, or decree to which Seller is party or subject or by which Seller or any of its assets are bound.

**9.2** Buyer warrants that it has the requisite and effective lawful authority to enter into this Agreement, perform in accordance with its terms and to take title to the property to be sold; and that this Agreement does not violate or conflict with any requirement of law, agreement, instrument, license, permit, authorization, court order, or decree to which Buyer is a party or subject or by which Buyer or any of its assets are bound.

**9.3** Except as expressly set forth herein or in the documents or instruments to be delivered at Closing, the Seller makes no representations or warranties, express or implied, with regard to the physical condition of the Facilities to be sold, including any implied warranties of merchantability, usability or fitness for a particular purpose. The Facilities to be sold are sold in an "as is-where is" condition. Buyer certifies that it has inspected the property to be sold to its satisfaction and by executing this Agreement, signifies that it accepts the property to be sold in its present condition normal wear and tear from the date of execution of this Agreement to the isolation and cutover to be included and accepted. From the date of execution of this Agreement up to Closing, some replacements and/or repairs to the Facilities may be necessary as more

specifically set forth in section 11 below. In the event of any such repairs and replacements made by Seller, all of the terms of this section 9.3 shall apply to any so repaired and or replaced Facilities from the time of installation. The terms of this section shall survive closing.

**9.4** Each party warrants to the other that there are no legal, quasi-judicial or administrative proceedings, suits, claims or demands of any kind or nature now pending or threatened which involve the Seller or the Buyer and which have or would have a material adverse effect on the Facilities to be sold.

## **10. Joint use of Poles**

**10.1** Pole Attachment Agreements between the Seller and the Buyer were executed on March 8, 2006 and August 12, 2008. As a result of the transfer of ownership of the Facilities to be sold hereby, the number of poles subject to joint use will be adjusted as per the terms of said Pole Attachment Agreement and this Agreement. It is understood that any party's attachments existing at the Closing and remaining until isolation and cutover do not constitute interference with the owner's use of such poles.

**10.2** A Joint Use Agreement between AT&T and the Seller was executed on August 16, 2005 and a Joint Use Agreement between TCA Cable TV of Missouri (currently SuddenLink Cable) and the Seller was executed on October 1, 1999. Other similar agreements also exist between the Buyer and AT&T and between the Buyer and SuddenLink (collectively the "Third Party Pole

Use Agreements"). Effective upon Closing, Buyer hereby accepts the Third Party Pole Use Agreements obligations that Seller has incurred and shall accept the transfer of the annual pole assignments, as applicable, from Seller's Third Party Pole Use Agreements to Buyer. Buyer hereby agrees to indemnify Seller against any claim by any joint use party for Buyer's failure to observe the Third Party Pole Use Agreements after Closing.

## **11. Damage or Destruction Prior to Isolation and Cutover**

**11.1** If any of the poles, conductors, transformers, switches, or other components of the Facilities to be sold are damaged prior to the Closing, or during the period between Closing and isolation and cutover, to the extent that repair or replacement of same is required to maintain the integrity of the electric distribution system and to provide safe and reasonable service to the affected customers, the following procedures shall be followed:

a) In the situation where Seller considers the damage or destruction to not be extensive in nature in comparison to the total amount of Facilities to be sold, i.e. constituting less than approximately 10 percent of the total number of comparable items in the Facilities to be sold, (for purposes of example only, but without limiting the generality of the foregoing; poles) Seller shall make the repairs or replacements in the normal course of its business and document same on the Work/Job Orders as described in Section 5 of this agreement. Such repairs or replacements shall be treated as Net Additions as described in Section 3 of this agreement.

b) If the repairs or replacements are considered extensive by Seller, representatives of Seller shall contact representatives of Buyer to determine if Buyer wishes to make the repairs or replacements itself with its own materials and labor. If Buyer declines to make the repairs or replacements after having been given the opportunity to do so, Seller shall make the repairs or replacements and they shall be treated in the same manner as Net Additional as described in Section 3 of this agreement. In the event of repairs or replacements that are considered extensive and that need to be made as quickly as possible in an emergency situation, Seller will make best efforts to contact Buyer as soon as possible to determine if Buyer wishes to make such repairs or replacements, but Seller may proceed to perform the work to the extent reasonably necessary in Seller's discretion to alleviate the emergency situation while awaiting Buyer's response. All such repairs and replacements made by Seller in compliance with this section 11 shall be Net Additions.

## **12. Termination, Amendment, Waiver of Provisions**

**12.1** This Agreement may be terminated at any time prior to Closing only:

- a) By mutual consent of Buyer and Seller
- b) By Seller or Buyer, if any regulatory approval (including but not limited to Commission approval) required in order to consummate the



transaction shall have been refused or withdrawn, is unacceptable in form or content, or if such approval is challenged or appealed as provided herein, or

c) By Buyer, if Buyer's governing body withdraws or fails to give the approvals necessary to consummate the transaction. In the event that Buyer withdraws or fails to give the approvals necessary to consummate the transaction, Buyer shall still be responsible for reimbursing Seller for all costs (including, but not limited to, accounting, engineering, and legal costs) associated with preparing and filing this and other documents associated with this transaction.

**12.2** In the event of termination of this Agreement in accordance with section 12.1a) or 12.1b), there shall be no liability on the part of either party hereto to the other, provided, however, that such termination shall not preclude liability attaching to a party who has caused the termination hereof by willful act or willful failure to act in violation of the terms and provisions of this Agreement.

**12.3** This document represents the entire agreement between Seller and Buyer and supersedes all other prior agreements or undertakings with regard to the Facilities to be sold and may not be amended except by an instrument in writing signed by each of the parties hereto.

**12.4** Any terms or provisions of this Agreement may be waived in writing at any time by the party or parties which are entitled to the benefits thereof. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of a condition, or the breach of any

term or provision contained herein, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach of any term or provision of this Agreement.

### **13. Miscellaneous.**

**13.1** The term "Force Majeure" as used herein shall mean an act or event that is not reasonably within the control and is without the fault of the party claiming Force Majeure including without limitation, acts of God; acts of the public enemy; insurrections; terrorism; riots; labor disputes; boycotts; fires; explosions; floods; breakdowns of or damage to major components or equipment of Seller, Seller's plant, or transmission systems or Seller's transportation; embargoes; acts of judicial or military authorities; acts of governmental authorities; inability to obtain necessary permits, licenses, and governmental approvals after applying for same with reasonable diligence; or other causes which prevent any activity contemplated by this Agreement other than payment of purchase price and related expenses by Buyer. Force Majeure includes the failure of a party's contractor(s) to furnish labor, services, materials or equipment in accordance with its contractual obligations.

**13.2.** Except as expressly assumed by Seller in this Agreement, Buyer agrees to pay, satisfy, perform and hold harmless Seller from all of Buyer's debts, liabilities and obligations arising out of the use and operation of the Facilities after the Closing. Buyer hereby indemnifies Seller and its officers,

employees, agents and contractors for any liability arising from any act or omission of Seller or its officers, employees, agents and contractors and relating to its obligations under this Agreement or in connection therewith.

**13.3** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Prior to Closing this Agreement shall not be assignable by Buyer without the written consent of Seller. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.

**13.4** All of the terms, conditions, representations, covenants and warranties of the parties contained in this Agreement shall survive the Closing, except those that by their express terms expire or are completely fulfilled upon Closing.

**13.5** If either party shall be required to employ attorneys to enforce or defend its rights in litigation hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

**13.6** The parties shall cooperate in preparing, executing and timely filing all applicable tax returns and reports, if any, (including without limitation Form 8594 if applicable) relating to the purchase and sale of the Facilities.

**13.7** The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Jasper, State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officers and/or municipal officials thereunto duly authorized as of the day and year first-above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: M E Palm

Attest:

Janet Watson  
Secretary

THE CITY OF MONETT, MISSOURI

By: James Orr  
Mayor

Attest:

Janice Knight  
City Clerk

Approved:

Army L. Bost  
City Attorney

# EXHIBIT A1

4-4-08

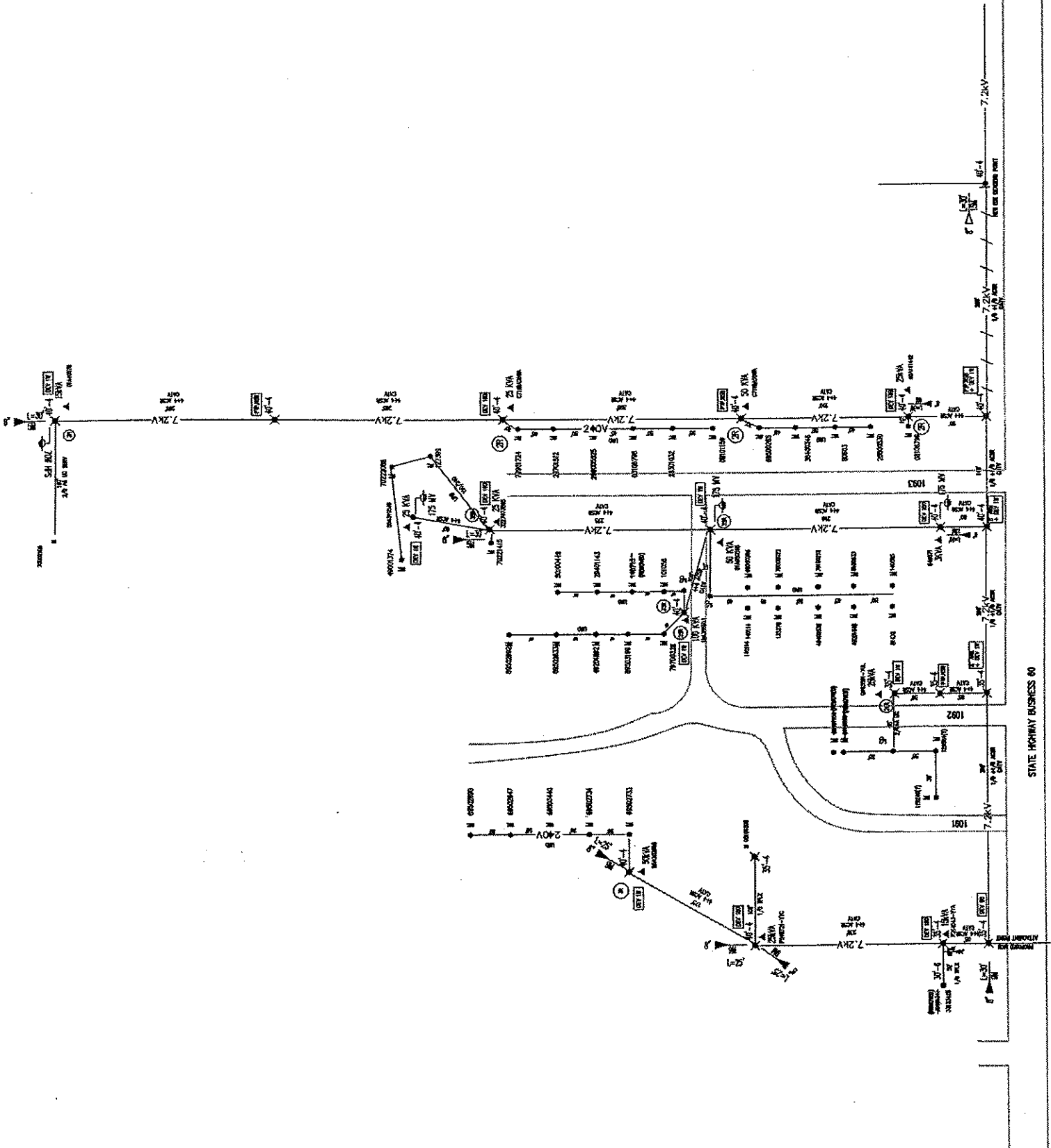
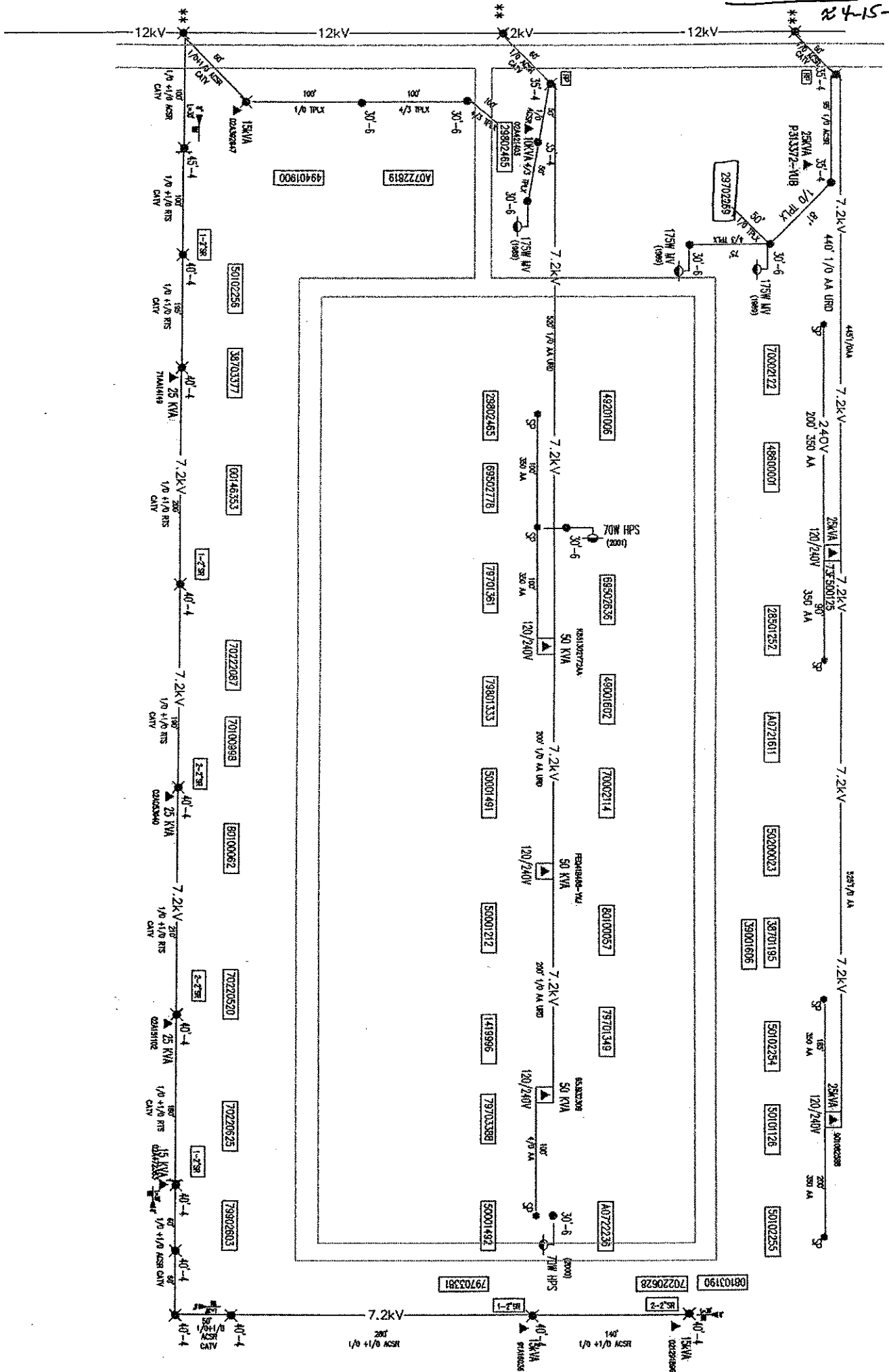


EXHIBIT A2  
\*\* 44-15-08



EMPIRE DISTRICT ELECTRIC CO. BY: Bill Clerk 05-01-2009 1<sup>st</sup> 100' 08-01-2009 1<sup>st</sup> 100'

- [illegible]

**Exhibit B****BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS: That THE EMPIRE DISTRICT ELECTRIC COMPANY, a Corporation organized under the laws of the State of Kansas, with its corporate headquarters in Joplin Missouri, party of the First Part, for and in consideration of the sum of Fifty-six Thousand, Fifty-two, and 14/100 Dollars (\$56,052.14) to be paid after the execution of these presents, by THE CITY OF MONETT, a Municipal Government located in Barry and Lawrence counties in the State of Missouri, party of the Second Part, the future receipt whereof is hereby acknowledged, having granted, bargained, and sold in place in an "as is" condition and by these presents do grant, bargain, and sell unto THE CITY OF MONETT, the following described electrical facilities and equipment, to-wit:

The electrical distribution system serving the Valleyview Subdivision, which includes approximately 4 guys and 4 anchors; 1-45 foot pole; 14-40 foot poles; 4-35 foot poles; 5-30 foot poles; 1,975 feet of 1/0 ACSR overhead primary conductor; 1,155 feet of overhead 1/0 RTS cable; 820 feet of overhead 1/0 ACSR neutral conductor; 181 feet of 1/0 overhead triplex conductor; 225 feet of overhead 4/3 triplex conductor; 50 feet of 1/0 overhead triplex service conductor; 400 feet of 4/3 overhead triplex service conductor; 1-10 KVA pole-mount transformer (serial # 02A421403); 1- 15 KVA pole-mount transformer (serial #02A291896); 1- 15 KVA pole-mount transformer (serial # 91A160363); 1- 15 KVA pole-mount transformer (serial #02A392647); 1- 15 KVA pole-mount transformer (serial # 99A472363); 1- 25 KVA pole-mount transformer (serial # P313372-YUB); 1- 25 KVA pole-mount transformer (serial # 71AA14149); 1- 25 KVA pole-mount transformer (serial # 02A053940); 1- 25 KVA pole-mount transformer (serial # 02A151102); 2-2 inch primary risers; 1,890 feet of underground 1/0 AA primary conductor; 875 feet of 350 MCM AA underground secondary conductor; 100 feet of 4/0 AA underground secondary conductor; 5 transformer vaults and lids; 7 Poly secondary pedestals; 10 - 2 inch service risers; 2,480 feet of underground 1/0 service conductors; 1- 25 KVA pad mount transformer (serial # 73F500125); 1- 25 KVA pad mount transformer (serial # 901082588); 1- 50 KVA pad mount transformer (serial # K851302Y72AA); 1- 50 KVA pad mount transformer (serial # FEQ418488-YXJ); 1- 50 KVA pad mount transformer (serial # 95J932309); 3 - 174 watt mercury vapor lighting fixtures; and 2 - 70 watt high pressure sodium lighting fixtures.

The electrical distribution system serving the Mike Brownsberger residence (adjacent to Valleyview), which includes approximately 2 guys and anchors; 2 - 35 foot poles; 175 feet of primary 4+4 ACSR conductor; 1 - 2" service riser; 100 feet of underground 2/0 service conductor; 1- 10 KVA transformer (serial # P936804-YSF); and 1 - 175 watt lighting fixture.

The electrical distribution system serving the Heim Trailer Park (including the Larry Shanks residence located adjacent to the Heim Trailer Park), which includes 9 guys and 9 anchors; 1 - 30 foot pole; 5 - 35 foot poles; 14 - 40 foot poles; 945 feet of 1/0 + 1/0 ACSR primary overhead conductor; 2,450 feet of 4+4 ACSR primary conductor; 150 feet of 1/0 triplex secondary conductor; 1 - 15 KVA pole-mounted transformer (serial # 01A140878); 1 - 15 KVA pole-mounted transformer (serial # P214543-YYA); 1- 25 KVA pole-mounted transformer (serial #05A310548); 1- 25 KVA pole-mounted transformer (serial # 3227473895); 1- 25 KVA pole-mounted transformer (serial # 78A271477); 1- 25 KVA pole-mounted transformer (serial # Q693591-YUL); 1- 25 KVA pole-mounted transformer (serial # 96A141442); 1- 25 KVA pole-mounted transformer (serial # P548721-YYC); 1 - 50 KVA pole-mounted transformer (serial # 95A202898); 1 - 50 KVA pole-mounted transformer (serial # 01A080555); 1 - 50 KVA pole-mounted transformer (serial # 77A413706); 1 - 100 KVA pole-mounted transformer (serial # 196385103); 1 - 3 KVA pole-mounted transformer (serial # 649571); 1,955 feet of 350 MCM aluminum underground secondary conductor; 60 feet of 2/0 AA underground secondary conductor; 5 - 2 inch secondary risers; 4 - 3" secondary risers; 3 secondary pedestals; 44 meter pedestals; 1 - 2" service riser; 200 feet of underground 2/0 service conductor; 3 - 175 watt mercury vapor lighting fixtures; and 1 - 70 watt high pressure sodium lighting fixture.

The above list is intended to itemize the major items. It is hereby agreed that all associated hardware and appurtenances which are presently a part of the described electrical system being purchased by The City of Monett are included in this Bill of Sale.



8/15/2008

To Have and to Hold the same unto said party of the Second Part, THE CITY OF MONETT, its successors and assigns forever.

IN TESTIMONY WHEREOF, the party of the First Part has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2008.

CORPORATE SEAL:

ATTEST: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

THE EMPIRE DISTRICT ELECTRIC COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared \_\_\_\_\_ to me personally known, who, being by me personally sworn did say that he is \_\_\_\_\_ of THE EMPIRE DISTRICT ELECTRIC COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_