

Ozark Electric Cooperative
Mt. Vernon, Missouri

Board Policy 402

SUBJECT: Underground Line Extension

OBJECTIVE:

To establish guidelines for underground line extensions including Cooperative and member supplied trenching, as well as temporary services.

POLICY:

Permanent Residential/Commercial Installations

For the purpose of definition, permanent residential/commercial installations will consist of fixed foundation structures, wells or public water systems, all weather roads; state approved septic systems to include residential homes and commercial buildings.

The member is responsible for obtaining all necessary Easements (forms supplied by Cooperative) and for clearing all right-of-way.

COOPERATIVE SUPPLIED TRENCHING

In placing facilities underground for permanent residential/commercial installations, the Cooperative will, after receiving proper easements, membership application, and an advanced payment, place underground cable from existing overhead line or padmount transformer to new padmount transformer for \$8.00 per foot, plus current cost per foot for conduit and 100% cost for blasting if the trench cannot be opened with a backhoe or trencher and blasting is required.

From the padmount transformer to meter on house, the Cooperative will place underground service (50 foot minimum) for \$7.00 per foot, plus current cost per foot for conduit and 100% cost for blasting if the trench cannot be opened with a backhoe or trencher and blasting is required.

The member will furnish the service entrance main disconnect, in preparation for installing the meter furnished by the Cooperative. The service entrance main disconnect must be installed per all applicable codes prior to any work order being released for construction.

MEMBER SUPPLIED TRENCHING

For the purpose of an underground new service or line extension, the Cooperative will install cable and conduit at no cost to the member up to 660 feet, including secondary; thereafter, will be at the rate of \$3.00 per foot. The member is to supply all trenching for an underground extension.

If the member agrees to open a trench a minimum of 30 inches deep at his expense, the Cooperative will furnish and run the 120/240 volt service cable and 2" PVC SCH 40 conduit at no cost within the 660 feet as described above. In each situation, the member shall close all trenches and dispose of all rock and surplus dirt.

The member will furnish the service entrance main disconnect, in preparation for installing the meter furnished by the Cooperative. The service entrance main disconnect must be installed per all applicable codes prior to any work order being released for construction.

Provision for the service entrance and installation will be the responsibility of the member.

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Any conversion cost incurred in converting overhead to underground-service solely for the member's benefit or pleasure, must be paid for by the member.

SUBDIVISIONS

In placing facilities underground in new subdivisions where the density averages 32 members per mile, the Cooperative will, after receiving proper easements and membership application; place underground cable and conduit from existing overhead line or padmount transformer to a new padmount transformer at no cost.

If the trench cannot be opened with a backhoe or trencher and blasting is required, blasting costs will be at 100% to the developer.

For secondary service, from the padmount transformer to a meter on the house, the Cooperative will place underground service at no cost. In each situation, all rock and surplus dirt shall be disposed of by the property owner.

It shall be the duty of the Cooperative's Engineering Department to develop the most feasible and economical design and routing of the line. Ownership of the line shall remain with Ozark Electric, and the right to connect others is in no way waived.

The Engineering Department will implement a "line of sight" method to determine the routing of all secondary line in a subdivision. Therefore, the service entrance must be located on the same side of the house as the existing transformer and Cooperative personnel must be able to see the existing transformer while standing at the service entrance. If the service entrance does not meet these requirements, it must be relocated and a 4 wire extended service installed as required. Please reference the National Electrical Code (NEC) for extended service panel requirements (NEC 250).

The service entrance will be the responsibility of the property owner.

Any conversion cost incurred in converting overhead to underground service solely for the member's benefit or pleasure will be at the expense of the consumer.

TEMPORARY

An applicant for temporary service shall be required to have a meter loop with a main disconnect for installation, sign and comply with the "Temporary Service Agreement", which requires, in part, that the applicant deposit the sum equal to one year minimum charge, plus tax, if applicable. It is further provided that the charge for service will commence on the current billing cycle after the completion of such extension, whether the applicant has connected with said extension line or not. Such charges will be credited each month against the amount advanced, as above provided, until such amount so deposited as herein provided is exhausted. After the exhaustion of said sum, the applicant will be governed by the same regulations as the other members of Ozark Electric Cooperative.

In the event the property is sold, the unused amount of the advance payment may not be transferred to the new owner. In no case will any portion of the advance payment be refunded.

It shall be the duty of the Cooperative's Engineering Department to develop the most feasible and economical design and routing of the line. Ownership of the line shall remain with Ozark Electric,

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and the right to connect others is in no way waived.

Temporary Service Applies To:

- A. WELLS: Wells will be considered as temporary. Exception: If a well is located less than 300 feet from an existing home and is supplying water to an existing home, only membership or consumer deposit will be required.

NO Primary or Secondary lines shall be located within a 25 feet radius of any well.

- B. BARNES: Barns will be considered as temporary. Electric Fences will be considered as temporary.

- C. SIGNS: Signs will be considered as temporary.

- D. ELECTRIC FENCES: Electric fences will be considered as temporary. Service to an electric fence is subject to the temporary service policy.

- E. FIREWORKS STANDS: Fireworks stands will be classified as temporary provided they are no more than 50 feet from existing line pole or service pole.

Extension of electric service to a temporary service shall be governed by the costs for placing underground service as set forth under "Residential/Commercial Installations". However, in the event the request for line extension exceeds 600 feet, the following charges will be in addition:

In the event that the service exceeds 600 feet, and the member opens and closes the trench, a charge of \$3.00 per foot will be assessed on all footage exceeding 600 feet up to ¼ mile. After the initial ¼ mile, the rate will be \$6.00 per foot. All other applicable charges covered under "Individual Installations" will be in addition to this provision.

DEPOSIT REIMBURSEMENT

Line extension deposit (aid to construction) reimbursement will be applied in the following circumstances. When a member connects to the original electric line extension where aid to construction was required, reimbursement may apply if ALL of the following criteria are met:

- 1) The original electric line extension is in excess of ½ mile.
- 2) Only the portions of the extension along public rights of way are eligible.
- 3) The new line extension is constructed within 5 years of the original extension.
- 4) Reimbursement valid only until the original aid to construction, less the initial ½ mile, is reimbursed.
- 5) Member is required to notify the Cooperative when such an extension is built.

If ALL of the criteria above are satisfied, reimbursement will be made at the rate as paid in Section 1 or Section 2 above or current rate charged for extensions at the time.

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This reimbursement is not transferable and if the member's account becomes delinquent for any reason, this reimbursement policy becomes null and void.

Date Approved: _____

Previous Approval Date:

OZARK ELECTRIC COOPERATIVE

Mt. Vernon, Missouri

Board Policy 404

SUBJECT: Street Lighting

OBJECTIVE: To define qualifications for street lighting within new and existing developments.

POLICY:

NEW DEVELOPMENTS

A developer may opt to install street lighting in subdivisions of 20 or more lots where meter density will equal or exceed 32 meters per mile of electric line. If the developer chooses to install a street lighting system, the Cooperative will install a street lighting system at the time the electric distribution system is installed. The Cooperative will install 1 (one) light for each 5 (five) lots platted in the subdivision plus one light. The developer will file as one of the covenants in the subdivision that street lighting costs will be shared by residents of the subdivision. The Cooperative will add to each electric bill $1/5^{\text{th}}$ of the present rate for the style of street lighting installed. No lighting will be installed upon the right-of-way of any state or federal highway.

EXISTING DEVELOPMENTS

An existing subdivision may opt to install a street lighting system in a subdivision of 20 or more lots and a meter density of 32 meters per mile of electric line. To allow installation of lighting in the existing subdivision, the owners of property must modify the covenants of the subdivision to provide for shared cost of the street lighting by residents in the subdivision. The lighting and billing will be as that for a new subdivision. No lighting will be installed upon the right-of-way of any state or federal highway.

INCORPORATED TOWNS AND VILLAGES

Street lighting inside the limits of an incorporated town or village will be provided according to a franchise agreement to be negotiated between the Cooperative and the town or village government.

Date Approved: _____

Previous Approval Date:

OZARK ELECTRIC

James River District Office
PO Box 1050, Hwy. AA
Nixa, MO 65714

Cooperative, Inc.

MEMORANDUM LETTER OF UNDERSTANDING

Date: January 27, 2006

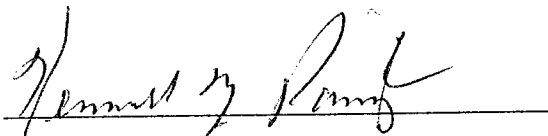
COPY

TO: Missouri Partners Inc. (MPI) hereinafter called "Contractor"

FROM: Ozark Electric Cooperative Inc. hereinafter called "Owner"

This letter is to serve as an agreement between the Contractor and the Owner until an official Contractual Agreement can be executed. Both parties hereby agree to and accept the following conditions of this agreement.

1. This agreement pertains to Phase One (1) construction in the subdivision known as The Lakes at Shuyler Ridge.
2. The Contractor agrees to open and close a trench as directed by the Owner per the attached Specification. The Owner may modify the Specification as required by field conditions. If necessary, the Owner may control the rate at which trench is opened and closed.
3. The Owner agrees to pay the Contractor a sum of \$4.00 per linear foot of trench opened and closed.
4. The Owner agrees to pay the Contractor a sum of \$250.00 per hour for rock removal. Contractor must notify Owner for prior approval of all rock removal.



Manager of Engineering
Ozark Electric Cooperative

1/27/06

Date



Missouri Partners Inc.

2-2-06

Date

**AGREEMENT FOR THE PURCHASE OF ELECTRIC
POWER AND ENERGY**

This Agreement made and entered into this 15th day of September, 2005,
between Ozark Electric Cooperative, Inc., a Missouri cooperative corporation (hereinafter "Cooperative"), and
Shuyler Ridge L.L.C., legal landowners/developers of property described below (hereinafter "Developer"), upon
the terms that follow:

WITNESSETH:

Whereas, Cooperative is lawfully engaged in the business of providing electric power and energy to members in Greene
County, Missouri, and

Whereas, Developer is in the process of acquiring, developing, and selling for residential and/or commercial use
property described as:

A tract of land, situated in Section 28, Township 28 North, Range 23 West, Greene County, Missouri, and more
particularly described as follows: Beginning at an Existing Iron Pin at the Northwest Corner of the Southeast
Quarter of the Northwest Quarter of said Section 28; THENCE South 89 degrees 12 minutes 31 seconds East
along the North Line of said Southeast Quarter of the Northwest Quarter a distance of 1,339.21 feet to the
Northeast Corner of said Southeast Quarter of the Northwest Quarter for corner; THENCE South 89 degrees 13
minutes 36 seconds East along the North Line of the Southwest Quarter of the Northeast Quarter of said
Section 28 a distance of 1,341.46 feet to the Northeast Corner of said Southwest Quarter of the Northeast
Quarter for corner; THENCE South 01 degrees 27 minutes 46 seconds West along the East Line of said
Southwest Quarter of the Northeast Quarter a distance of 1,327.25 feet to an Existing Iron Pin at the Northeast
Corner of the Northwest Quarter of the Southeast Quarter for corner; THENCE South 01 degrees 29 minutes 59
seconds West along the East Line of said Northwest Quarter of the Southeast Quarter and along the East Line
of the Southwest Quarter of said Southeast Quarter a distance of 2,655.78 feet to the Southeast Corner of said
Southwest Quarter of the Southeast Quarter for corner; THENCE North 89 degrees 01 minutes 25 seconds
West along the South Line of said Southwest Quarter of the Southeast Quarter a distance of 1,344.17 feet to an
Existing Square Bolt at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section
28 for corner; THENCE North 89 degrees 23 minutes 28 seconds West along the South Line of said Southeast
Quarter of the Southwest Quarter a distance of 1,340.81 feet to the Southwest Corner of said Southeast Quarter
of the Southwest Quarter for corner; THENCE North 01 degrees 33 minutes 31 seconds East along the West
Line of said Southeast Quarter of the Southwest Quarter and along the West Line of the Northeast Quarter of
said Southwest Quarter a distance of 2,653.49 feet to an Existing Iron Pin at the Northwest Corner of said
Northeast Quarter of the Southwest Quarter for corner; THENCE North 01 degrees 31 minutes 51 seconds East
along the West Line of said Southeast Quarter of the Northwest Quarter a distance of 1,329.10 feet to the
POINT OF BEGINNING, and containing 245.15 acres of land, more or less, subject to easements and/or rights
of way.

Now therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Cooperative shall design, plan, install and make all provisions necessary to supply electric power and energy to all
persons, businesses, entities, and structures or facilities requiring electric energy and power within the real estate
development tract described above. Relocation of Cooperative facilities now existing on the above described property and
installation of additional Cooperative facilities shall be without cost to Developer and its purchasers/tenants; provided,
however, that Cooperative's rate schedules, street lighting policy, line extension policy and underground construction
policy shall be applied in the same manner as for other members with the same or similar service requirements.
2. The scope of the development of the above described tract is as shown on the attached plat map dated December 20,
2004, consisting of approximately Five Hundred and Seventeen (517) single residence dwellings. For utility investment
efficiency, the residential construction shall be initiated in four (4) or more phases of roughly equivalent size and
undertaking, with each phase to be completed with no less than seventy percent (70%) of its residences under construction
or occupied prior to opening the next phase for development. Cooperative shall have no obligation to construct, install or
extend electric distribution infrastructure and facilities in advance of such reasonable utilization by electric customers.

3. In consideration for Cooperative's investment in comprehensive electric service planning for the development tract, Developer agrees to purchase all of its electric energy and power requirements from Cooperative and agrees to bind its purchasers and tenants to purchase all of their electricity requirements from Cooperative as members of Cooperative. This covenant shall apply to Developer's successors and assigns. It is further agreed that Cooperative shall supply all of the electrical energy for all street lighting.

4. The parties understand and agree that the described tract is subject to a separate Developer's agreement with the City of Republic, Missouri, titled "Irrevocable Consent to Annexation and Agreement Relating Thereto", that grants to the City the right to govern the timing of voluntary municipal annexation of the development tract. Developer intends that Cooperative be a beneficiary of that agreement and hereby covenants to take all actions and to establish all requirements necessary to allow the installation of Cooperative electric service at completed residential and commercial structures prior to their voluntary municipal annexation.

5. This Agreement shall remain in force and effect for a period of twenty (20) years from the date of execution. It shall automatically be renewed thereafter for sequential terms of five (5) years each unless either party shall give the other written notice of termination at least One-Hundred and Twenty (120) days prior to the last date of the current term or extension.

6. Developer shall provide Cooperative with exclusive electric utility easements of sufficient size and configuration to carry out the intent of this Agreement. All equipment and facilities provided and installed by Cooperative shall remain at all times the sole property of Cooperative. The Cooperative shall have the right to enter the development property at all reasonable times in order to fulfill its service obligations under this contract.

7. Should any provision of this agreement be held invalid or illegal by a court or agency of competent jurisdiction, such invalidity or illegality will not invalidate the whole of this Agreement, and the rights and obligations of the Parties shall be construed and enforced according to the remaining provisions.

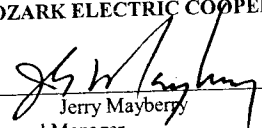
8. This agreement shall be governed and construed by the laws of the State of Missouri.

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

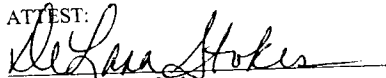
IN WITNESS WHEREOF, the parties have on the date stated above caused this Agreement to be executed in their respective names and attested by their respective officers duly authorized to act on their behalf.

OZARK ELECTRIC COOPERATIVE, INC.

By: _____


Jerry Mayberry
General Manager

ATTEST:


DeLana Stokes
Secretary

SHUYLER RIDGE, L.L.C.

By: J. Trent Cowherd
J. Trent Cowherd
Member

By: Daniel R. Clark
Daniel R. Clark
Member

James Cowherd, member