

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the matter of the Joint Application	)	
of Union Electric Company and Platte-	)	
Clay Electric Cooperative for an order	)	
approving the change in electric supplier	)	
for reasons in the public interest and	)	
authorizing the sale, transfer, and	)	
assignment of certain electric distribution	)	Case No. _____
facilities and easements from Union	)	
Electric Company to Lewis	)	
County Rural Electric Cooperative	)	
Association.	)	

**JOINT APPLICATION**

**COMES NOW**, Union Electric Company d/b/a AmerenUE (“Company”), a Missouri corporation, and Lewis County Rural Electric Cooperative Association (“Cooperative”), hereinafter referred to collectively as “Applicants”, and for their Joint Application to the Missouri Public Service Commission (“Commission”), pursuant to RSMo. Sections 393.106, 393.190, and 394.315, for an order: (1) approving a change in supplier for certain structures in Wakonda State Park (“the Park”), Lewis County (the “Structures”) from Company to Cooperative; and (2) authorizing the sale, transfer, and assignment of certain electric distribution facilities generally constituting Company’s electric utility business associated with said Structures (hereinafter referred to as “the Facilities”).

1.     **The Applicants.** 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. Company is engaged in providing electric and gas service in portions of Missouri as a public utility under the jurisdiction of the Commission. There is already on file

with the Commission a certified copy of (1) the Company's Restated Articles of Incorporation (see Commission Case No. EO-96-431) and (2) the registration of the fictitious name, AmerenUE, with the Secretary of State (see Commission Case No. EO-99-267), and said documents are incorporated by reference and made a part hereof for all purposes.

Cooperative is a Chapter 394 cooperative corporation engaged in distributing electric energy and service to its members within Lewis County in Missouri. There is already on file with the Commission a certified copy of Cooperative's Articles of Incorporation (see Commission Case No. EO-96-431) and said document is incorporated by reference and made a part hereof for all purposes.

2. **Correspondence and Communication.** Correspondence, communication, orders and decisions in regard to this Application and proceeding should be directed to:

**For Company**

William B. Bobnar, Esq.  
Ameren Services Company  
P.O. Box 66149 (MC 1310)  
1901 Chouteau Avenue  
St. Louis, MO 63166-6149  
314-554-3148  
314-554-4014 (fax)

Mr. Ronald Loesch  
Manager  
AmerenUE  
P.O. Box 38  
Mexico, MO 65265

**For Cooperative**

Mr. Tom Deveny, Esq.  
  
215 North Main Street  
P.O. Box 218  
Edina, MO 63537  
660-397-2218

Mr. John Bloom  
General Manager/CEO  
Lewis County Rural Electric Cooperative  
Association  
P.O. Box 68  
Lewistown, MO 63452

3. **Joint Applicants Reasons for Seeking a Change of Supplier.** The Facilities the Applicants propose to transfer from Company to Cooperative are essentially campsites, shelters, showers, and some outdoor lighting with the Park. The Park is situated in the exclusive service

area of the Cooperative as defined in the territorial agreement between the Applicants that was approved by the Missouri Public Service Commission (“the Commission”) in Case No. EO-2000-630 (“the Territorial Agreement”). In the Territorial Agreement and subsequent customer exchange (see Case No. EM-2001-695), Company did not transfer the Structures in the Park to Cooperative, thus agreeing to continue serving the Park. However, according to the Territorial Agreement, all new customers in the Park were to be served by Cooperative.

At the time of these agreements, the Applicants did not seriously think there would be any new customer growth within the Park. This assumption has now proved to be invalid. The Missouri Department of Natural Resources desires to provide electric service to some additional campsites and make other improvements to the Park. Without approval of this Application, the Cooperative would be required to build a new 12kV line into the Park to serve the new loads, duplicating the Facilities. If the Commission approves this Application, the Cooperative could also use most of Company’s distribution facilities to serve both existing and new structures within the Park (although they would need rebuilt and reinsulated them to 12kV standards).

4. **Contract to Transfer Company Facilities.** Subject to the terms and conditions of a Contract for Purchase and Sale of Distribution Facilities between Company and Cooperative (the “Contract”), attached hereto as Exhibit 1 and incorporated by reference and made a part hereof for all purposes, Company will sell and transfer to Cooperative, and Cooperative will purchase and accept from Company, the Facilities (excluding transformers and revenue meters), all as more particularly described in the Contract, that generally constitute Company’s distribution system necessary or useful in the performance of Company’s duties to provide retail electric service to the Structures. A list describing the distribution facilities that the Applicants propose to transfer is attached as Exhibit 2.

5. **Transfer of Structures from Company to Cooperative.** Company currently supplies retail electric energy through permanent facilities to the Structures. Applicants seek an order of the Commission approving a change in supplier as to the Structures from Company to Cooperative. Specifically, Applicants are requesting to transfer from Company to Cooperative the structures listed in Exhibit 2.

6. **Transfer of Structures from Company to Cooperative is in the Public Interest.** It is in the public interest to transfer the Structures, and the associated customers listed in Exhibit 2 and the Facilities from Company to Cooperative at this time. The Park is within the exclusive service area of Cooperative under the Territorial agreement. Cooperative has a service center in Lewistown and can rapidly respond to emergencies. Without approval of this Application, the Cooperative would be required to build a new 12kV line into the Park to serve the new loads, which would duplicate the Facilities. If the Commission approves this Application, the Cooperative could use Company's lines in lieu of building some new lines. Cooperative could use most of Company's distribution facilities to serve both the new and existing structures in the park (although they would need rebuilt and reinsulated to 12kV standards). In addition to saving money this would also reduce unnecessary duplication of facilities. The Park's users would also benefit by having a single dedicate supplier responding to emergencies.

Service to the Park has presented the Company with a variety of problems it has fought to overcome. With a radial feed, the Park has experienced an above average number of outages. When integrated into Cooperative's system, Cooperative expects the reliability to improve. The 34.5kV subtransmission line runs through private right-of-way and keeping the line trimmed of trees is expensive for Company. If the Application is approved, in addition to tree trimming

savings, the Company will also save the cost of upgrading this old 2.4 kV delta system to its current standard. The transfer of the Structures from Company to Cooperative is extremely simple and will place no new burdens on the customers. The Company will read the customer's meters for the final time, Company will disconnect the customer from its electrical system, Cooperative will connect the customers to its system, and Company's meters will be replaced and returned. Since the Department of Natural Resources is already a member of the Cooperative, they will not have to pay a membership fee to join the Cooperative or make a deposit to obtain service. After the transfer, Cooperative will read the transferred customer's meters.

In summary, Cooperative will be able to provide service to the entire Park more cost efficiently and the Company can avoid maintenance costs associated with its existing facilities, while improving service to the Park's users.

7. **Resolution of Company's Board of Directors.** A certified copy of the resolution of the Board of Directors of Company authorizing the consummation of the transaction contemplated by this Joint Application is attached hereto as Exhibit 3 and incorporated by reference and made a part hereof for all purposes.

8. **Tax Impact Statement.** 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 facilities transferred from Company to Cooperative are located is attached as Exhibit 4 and incorporated by reference and made a part hereof for all purposes.

9. **Right to Serve.** The Park, in which the Structures to be transferred from Company to Cooperative are located, is situated in the exclusive service area of the Cooperative as defined in the Territorial Agreement.

10. **Illustrative Tariffs.** When the proposed transfer is implemented, Company's service area, reflected in its tariffs will be unaffected. Therefore, no Illustrative Tariffs, showing the necessary changes to Company's service area, are required.

11. **Customer Notification.** Exhibit 5 is a copy of a the letters informing the Commission Staff and Office of the Public Counsel of the Missouri Department of Natural Resources' consent to this proposed transfer.

12. **Judgments, Actions and Fees --** Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which judgments or decisions have occurred within three (3) years of the date of this Joint Application. By the nature of its business, Company has, from time-to-time, pending actions in state and federal agencies and courts involving customer service or rates. Company has no annual report or assessment fees that are overdue to this Commission.


Cooperative also has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which judgments or decisions have occurred within three (3) years of the date of this Joint Application. Further, Cooperative has no actions in state and federal agencies and courts involving customer service or rates. Cooperative has no annual report or assessment fees that are overdue to this Commission.

**WHEREFORE,** Company and Cooperative respectfully request that the Commission issue its Order:

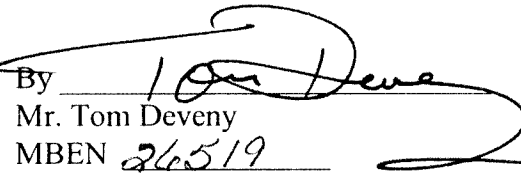
- (1) authorizing Company to sell and transfer to Cooperative the Facilities, as more particularly described in the Contract, which is attached as Exhibit 1 hereto;
- (2) approving a change in supplier for the structures listed in Exhibit 2 from Company to Cooperative;
- (3) authorizing Company to perform in accordance with the terms of the Contract, and to enter into and execute all other documents reasonably necessary and incidental to the performance of the transactions which are the subject of Contract and this Joint Application; and
- (6) granting such other relief as deemed necessary to accomplish the purposes of this Joint Application and to consummate the sale and transfer of the Facilities and related transactions.

Respectfully submitted,

AMEREN SERVICES COMPANY

By   
William B. Bobnar  
MBEN 38966  
1901 Chouteau Avenue  
P.O. Box 66149 (MC 1310)  
St. Louis, MO 63166-6149  
(314) 554-3148  
[wbobnar@ameren.com](mailto:wbobnar@ameren.com)

ATTORNEY FOR UNION ELECTRIC  
COMPANY

By   
Mr. Tom Deveny  
MBEN 26519  
215 North Main Street  
P.O. Box 218  
Edina, MO 63537  
660-397-2218

ATTORNEY FOR  
LEWIS COUNTY RURAL ELECTRIC  
COOPERATIVE ASSOCIATION

## **EXHIBITS TO JOINT APPLICATION**

### **Exhibit**

1. Contract for Purchase and Sale of Distribution Facilities
2. List of Structures to be Transferred
3. Union Electric Company Board of Director's Resolution
4. Tax Impact Statement
5. Consent Letter



**Exhibit 1**

**CONTRACT FOR SALE OF FACILITIES**

**CONTRACT**

**for**

**PURCHASE AND SALE  
OF DISTRIBUTION FACILITIES**

**between**

**UNION ELECTRIC COMPANY d/b/a/ AmerenUE**

**and**

**LEWIS COUNTY RURAL ELECTRIC COOPERATIVE ASSOCIATION**

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

THIS AGREEMENT ("Agreement"), made and entered into the 31 day of August, 2006 ("Effective Date"), by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE, a Missouri corporation, ("Seller") and the LEWIS COUNTY RURAL ELECTRIC COOPERATIVE ASSOCIATION, a Missouri corporation ("Buyer").

**RECITALS**

- A. Seller and Buyer are authorized by law to provide electric service within the State of Missouri, including all or portions of Lewis County.
- B. Seller now serves certain structures (hereinafter collectively referred to as "Structures" or individually referred to as a "Structure") in the Wakonda State Park, Lewis County, which are identified in **Exhibit A**, which is attached hereto and made a part hereof for all purposes. The parties agree that the Structures would be more efficiently served by Buyer.
- C. To provide electric service to the Structures, Seller presently owns and operates a 34.5 kV radial subtransmission line, a 34kV-2400V substation ("Wakon Substation"), and 2400V distribution facilities and related secondary and service facilities, including transformers and revenue meters ("the Facilities"), which are more particularly described in **Exhibit B**, attached hereto and made a part hereof for all purposes.
- D. The Facilities are situated in the exclusive service area of the Buyer as defined in the territorial agreement between Seller and Buyer that was approved by the Missouri Public Service Commission ("the Commission") in Case No. EO-2000-630.
- E. Except as expressly excluded on **Exhibit C** attached hereto and made a part hereof for all purposes, Seller desires to sell and transfer the Facilities and Buyer desires to purchase and accept same, all pursuant to the terms, conditions and provisions hereof.

## **AGREEMENT**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE I** **DUTIES OF BUYER AND SELLER**

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, the Facilities as set forth and described on **Exhibit B**, except for those items listed on **Exhibit C**, which are thereby expressly excluded, excepted and/or reserved.

B. **Removal of the Seller's Unusable Facilities.** Except for those items listed on Exhibit C, Buyer intends to continue the use a portion of the Facilities transferred from Seller to Buyer pursuant to this Agreement to serve Structures in Wakonda State Park. With respect to the Seller's 2400 volt transformers, Seller grants Buyer the right to use said transformers until they are replaced by transformers owned by Buyer, at which time Buyer shall return said transformers to Seller and Seller shall accept them. Further, Buyer at its sole cost and expense hereby agrees to remove from the property of Wakonda State Park and to dispose, in accordance with applicable law and regulation, all of the Facilities not used to serve Structures in Wakonda State Park (The facilities to be removed are depicted in Exhibit A.

### **ARTICLE II** **PURCHASE PRICE**

In consideration for the Facilities and the other promises contained herein, Buyer shall pay to Seller Twenty-Four Thousand U.S. Dollars (\$24,000.00) (hereinafter "Purchase Price"). Buyer shall pay the Purchase Price by wire transfer to an account designated by Seller, without

deduction for bank-related fees or service charges, on the Closing Date (as defined in Article VI).

### **ARTICLE III** **CONDITIONS**

Except as otherwise provided herein, the Agreement is contingent upon all of the following having occurred no later than December 31, 2006, unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:

1. approval of this Agreement by the Commission, including but not limited to, receipt of an order from the Commission: (i) approving the Agreement, (ii) authorizing the sale and transfer of the Facilities (iii) authorizing a change in supplier for the Structures;
2. approval of the Board of Directors of Seller, if required; and
3. approval of the Board of Directors of Buyer, if required.

### **ARTICLE IV** **TAXES**

A. **Taxes Upon Transfer.** Seller shall be responsible for transfer taxes prior to the transfer of the Facilities to Buyer hereunder. Buyer shall be responsible for transfer taxes coincident with and subsequent to the transfer of the Facilities to Buyer hereunder, including without any limitations, any sales tax imposed on the sale or transfer.

B. **Property Taxes.** Seller shall be responsible for paying for the Property taxes associated with the Facilities for the calendar year of the closing, regardless of the Closing Date.

C. **Penalties and Interest.** Each party shall be solely responsible for any interest and/or penalties assessed as a result of a party failing to pay when due any tax which that party is responsible for paying, as provided herein.

**ARTICLE V**  
**TRANSFER OF FACILITIES AND CUSTOMERS**

A. **Project Coordinators.** The parties agree to work together to cause a transfer of electric service to the Structures that is as smooth as reasonably possible under the circumstances. Prior to the commencement of the preliminary infrastructure work and continuing through the transfer of electric service to the Structures from Seller to Buyer (“the Transition Period”), each party will appoint a project coordinator, and the project coordinators will work together to identify and accomplish all of the work that needs to be done to effectuate this Agreement. Seller shall transfer to Buyer the electric service of Structures and the associated Facilities on a case-by-case basis during the Transition Period in accordance with the procedure set forth in Section V.B.

B. **Time and Method of Transfer of Structures and Facilities.** On the Closing Date as defined in Article VI, Seller shall de-energize the Facilities from its electrical system, shall read the meter for the final time for each Structure being transferred, and shall remove said meters. Buyer shall install its meters, shall make any connections necessary to serve each Structure being transferred, and shall connect to its system those portions of the Facilities that it desires to use. Until a Structure’s meter is read for final billing, Seller will continue to provide electricity to that Structure. Buyer shall take possession of the Facilities when they are de-energized from Seller’s electric system and thereafter Buyer shall be responsible for the operation and maintenance of the Transferred Facilities.

C. **Customers.** The customers occupying the Structures shall be transferred simultaneously with their Structure in accordance with the procedure set forth in Article V.B hereinabove. The Seller shall also issue to each transferred customer a final bill, reduced by any applicable deposit.

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

E. **Title and Risk of Loss:** Risk of loss to the Facilities shall pass from Seller to Buyer when they are de-energized from Seller's electric system. Title to the Facilities, except as expressly excluded on **Exhibit C**, shall pass from Seller to Buyer on the Closing Date.

## **ARTICLE VI** **CLOSING**

A. **Closing.** Within thirty (30) days of the effective date of the Commission's Order approving this Agreement, the parties shall agree to a closing date ("Closing Date"). The closing shall be at such date, time and place as the parties mutually agree. If no agreement is reached, the closing shall be on the later of (i) sixty days after the effective date of the Commission's Order approving this Agreement or (ii) the date upon which the last of the conditions set forth in Article III have been satisfied at 1:00 p.m. at Seller's office building located at 204 W. Cottonwood, Kirksville, Missouri 63501.

B. **Duties.** At closing, Seller shall (i) deliver a Bill of Sale to the Facilities free and clear of all liens and encumbrances; (ii) deliver a quitclaim deed for Wakon Substation and (iii) deliver a release of the Facilities from the lien of its indenture of Mortgage and Deed of Trust, dated June 15, 1937, as amended and supplemented ("Seller's Mortgage"). At closing, Buyer shall wire transfer to the account of Seller the Purchase Price without deduction for bank fees and charges. Seller shall provide Buyer with all wire transfer information, including Seller's bank account number, in writing at least seven (7) days before closing.

C. **Recording Fees.** Each party shall bear the costs for recording fees for the instruments that it desires to record.

## **ARTICLE VII** **REPRESENTATIONS AND WARRANTIES**

A. **Seller.** Seller represents and warrants to Buyer as follows:

1. **Title.** Seller warrants to Buyer that (1) Seller will transfer to Buyer good and marketable title to Facilities transferred under this Agreement, free and clear of any security interest, liens, encumbrances, or adverse claim of any third party.

2. **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," "WHERE IS" and **SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED WITH REGARD TO THE FACILITIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** Except as otherwise provided herein, in no event or under any circumstances shall Seller be liable for any damages, whether in contract, warranty, tort (including negligence, gross negligence or strict liability), indemnity, or any other legal theory, be liable to Buyer for loss of profits or revenue, loss of use of power system, cost of capital, cost of purchased or replacement power, or claims of customers of Buyer for service interruptions or special, indirect, liquidated, incidental or consequential damages from any such claims arising out of or in connection with the Facilities after the Facilities are in the possession of the Buyer. 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.

B. **Buyer.** Buyer represents and warrants to Seller that Buyer will have applied for and used its best efforts to obtain in due time before the Closing Date hereunder all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Buyer's performance of its obligations hereunder.



**ARTICLE VIII**  
**FITNESS OF PROPERTY**

Seller shall repair and maintain the Facilities in good state of repair through the Closing Date, 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. If, between the time this Agreement is executed and the closing, a significant portion of the Facilities is taken by condemnation or 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/or restoration of such Facilities. In the event that Buyer and Seller cannot agree upon terms for the repair and/or restoration of such Facilities, either party shall have the option of canceling this Agreement. If any portion of the Facilities is taken through condemnation during the period between execution of this Agreement and the Closing Date, and this Agreement is not cancelled, Buyer shall be entitled to the condemnation award(s).

**ARTICLE IX**  
**INDEMNITY AND RELEASE**

After the closing, Buyer shall indemnify, defend and hold harmless Seller, the directors, officers, employees, attorneys, and agents of Seller from and against any loss, harm, claim or cost, including reasonable attorneys' fees, incurred by the Seller arising out of the Facilities transferred pursuant to this Agreement, including but not limited to, any death or personal injury to employees of the Buyer, damage to the property of any employee of Buyer, and death or personal injury or property damage of persons not parties to this Agreement. The foregoing release and indemnity shall apply irrespective of whether said loss, damage, personal injury, or death **WAS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE SELLER.** For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party. Any term contained herein to the contrary notwithstanding, Buyer shall have no responsibility to indemnify, defend or hold harmless the Seller from any claim, action or cause of action which has accrued or been asserted prior to the transfer of the Facilities.

**ARTICLE X**  
**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, by express courier, or mailed first-class, postage prepaid to:

If to Buyer:	LEWIS COUNTY RURAL ELECTRIC COOPERATIVE ASSOCIATION Mr. John Bloom General Manager/CEO Lewis County Rural Electric Cooperative Association P.O. Box 68 Lewistown, MO 63452 Telephone: 573-215-4000 Telecopy: 573-215-4004
If to Seller:	UNION ELECTRIC COMPANY Mr. Ronald Zdellar Vice President AmerenUE One Ameren Plaza P. O. Box 66149 St. Louis, Missouri 63166-6149 Telephone: 314-554-2541 Telecopy: 314-554-6454

or to the attention of such other individuals or at such other addresses of which the parties may give notice from time to time. All communications, notices, and consents given in the manner prescribed in this Article shall be deemed given when received by (or when proffered to, if receipt is refused) the person to whom they are addressed.

**ARTICLE XI**  
**FORCE MAJEURE**

A. **Force Majeure.** Neither party shall be liable under this Agreement for damages occasioned by delay in performance or failure to perform its obligations under this Agreement if

the delay or failure results from causes beyond its reasonable control and without the fault or negligence of the party so failing to perform or its contractors or agents.

B. **Notice.** The party whose performance is affected shall immediately notify the other party indicating the cause and expected duration of the event of force majeure and the delay which it will cause and it shall continue to keep the other party notified of the situation.

C. **Obligations of Affected Party.** The party whose performance is affected by an event of force majeure shall use all reasonable efforts to avoid or minimize the consequences of delay or failure, shall continue with its obligations after the cause of the delay or failure ceases to exist, but shall not be required to settle a strike, work stoppage, or other labor disputes.

## **ARTICLE XII** **MISCELLANEOUS**

A. **Amendments.** No modification, amendment, deletion, or other change in this Agreement shall be effective for any purpose, unless specifically set forth in writing signed by both Parties and approved by the Commission.

B. **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.

C. **Joint Application and Impact of Commission or Court Orders.** 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. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

D. **Survival of Obligations.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

E. **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, the 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.

F. **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other party from any other obligation under this Agreement or the same obligation on any other occasion.

G. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.

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

I. **Exhibits and Schedules.** All Exhibits and Schedules referenced herein are hereby incorporated by reference into the Agreement as if fully set out verbatim.

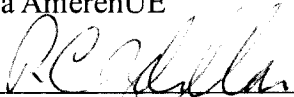
J. **Agreement Binding.** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and assigns, but shall not be assignable by either party without the prior written consent of the other party.

K. **Further Assurances.** Seller and Buyer will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to vest further and more fully in Seller and Buyer all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Agreement or to effect the purposes of this Agreement.

L. **Entire Agreement.** This Agreement, together with all exhibits hereto and any other documents executed and delivered pursuant to the provisions hereof, contains the entire agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

SELLER:  
UNION ELECTRIC COMPANY  
d/b/a AmerenUE

By: 

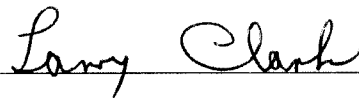
Title: Vice President

ATTEST:

By: 

Title: ASST. SECRETARY

BUYER:  
LEWIS COUNTY ELECTRIC  
COOPERATIVE ASSOCIATION

By: 

ATTEST:

By: 

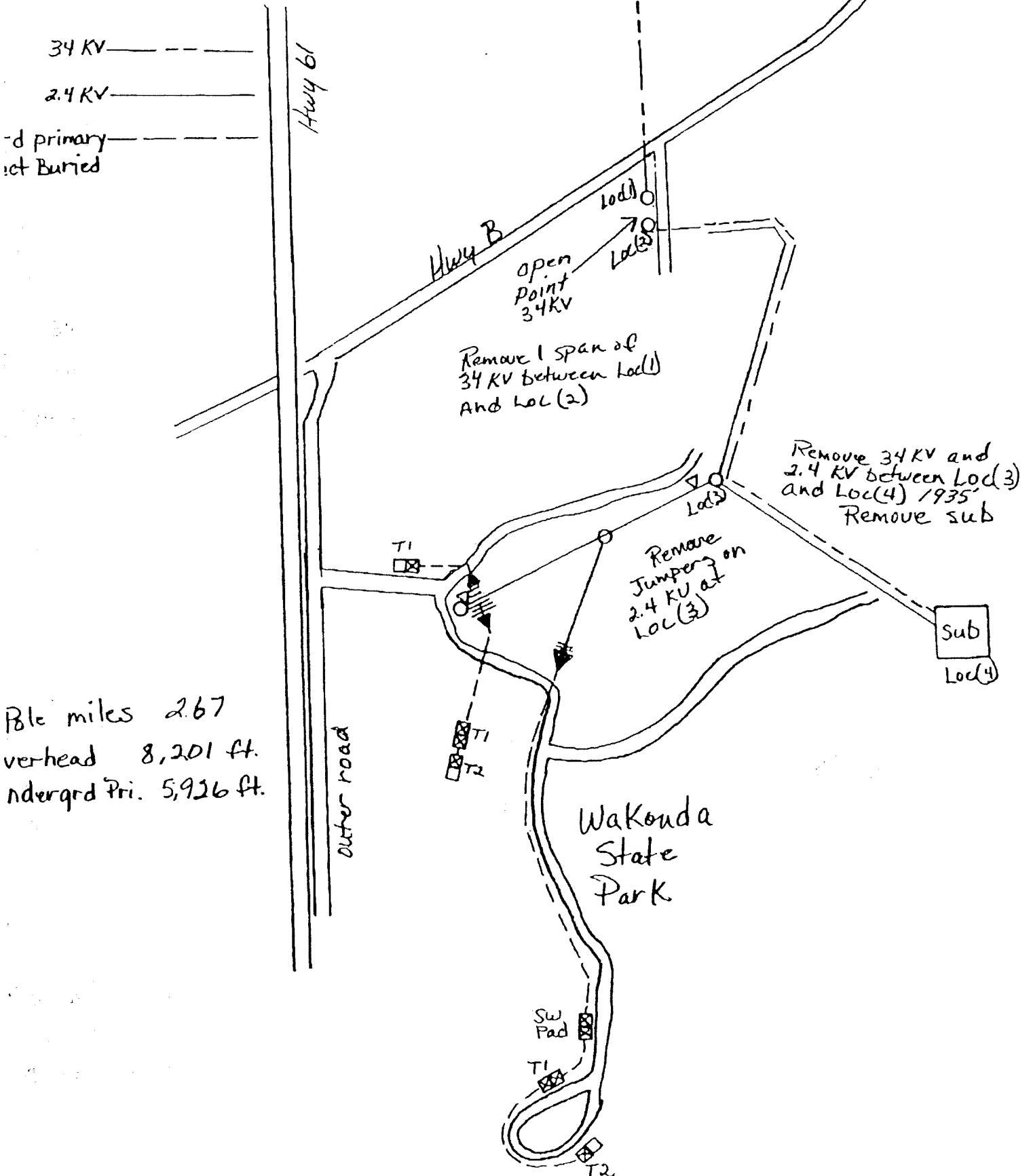
Title: President

## **ATTACHMENTS TO AGREEMENT**

### **Exhibits**

- |           |                                                                                              |
|-----------|----------------------------------------------------------------------------------------------|
| Exhibit A | Maps Showing Facilities to Be Transferred to Lewis County Rural Electric Cooperative Inc.    |
| Exhibit B | Union Electric Company Facilities to Be Purchased by Lewis County Rural Cooperative Inc.     |
| Exhibit C | Union Electric Company Facilities Not to Be Purchased by Lewis County Rural Cooperative Inc. |

# EXHIBIT A





## **EXHIBIT B**

### **UNION ELECTRIC COMPANY FACILITIES TO BE PURCHASED BY LEWIS COUNTY RURAL ELECTRIC COOPERATIVE INC.**

The Facilities of Seller to be conveyed to Buyer at closing shall consist of 34.5kV sub-transmission lines, 2.4kV distribution lines, and secondary voltage facilities. The 34.5 kV subtransmission line is approximately 3000 feet in length. The overhead 2.4 kV distribution lines are approximately 1.39 miles long and the underground 2.4 kV distribution lines are approximately 0.99 miles long. Collective, these distribution lines and secondary voltage facilities constitute all of Union Electric Company's distribution facilities in Wakonda State Park.

**EXHIBIT C**

**UNION ELECTRIC COMPANY FACILITIES  
NOT TO BE PURCHASED BY LEWIS COUNTY ELECTRIC COOPERATIVE, INC.**

The Facilities of Seller to be conveyed to Buyer at closing shall not include revenue meters and transformers.

## **Exhibit 2**

### **LIST OF STRUCTURES TO BE TRANSFERRED**

**Structures at Wakonda State Park to be transferred.**

- **Office building at entrance (one meter)**
- **Superintendent's home (one meter)**
- **Maintenance buildings (one meter)**
- **Beach concession at swimming area (one meter)**
- **Cabins – 10 trailers on two transformers (one meter on each transformer)**
- **Bath house at campground (one meter)**
- **Maintenance building at campground (one meter)**
- **13 – 30 Amp. campsites (one meter)**
- **17 – 30 Amp. campsites (one meter)**

**Exhibit 3**

**UNION ELECTRIC COMPANY BOARD  
OF DIRECTORS' RESOLUTION**

CERTIFIED COPY OF RESOLUTIONS ADOPTED BY  
THE BOARD OF DIRECTORS OF  
UNION ELECTRIC COMPANY  
ON AUGUST 24, 2006

---

RESOLVED, that the sale of certain electric distribution facilities located in Wakonda State Park, Lewis County, Missouri be and hereby is determined to be desirable; that the officers of the Company be and hereby are authorized, in their discretion, to sell such facilities to Lewis County Rural Electric Cooperative Association or to another qualified purchaser to be determined by such officers; and that such officers be and hereby are authorized to enter into such agreements as are necessary or desirable to accomplish the foregoing; 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 by the Board of Directors of Union  
Electric Company, on August 24, 2006 and  
that such resolution is still in full force and  
effect.

SEP 15 2006



Assistant Secretary

**Exhibit 4**

**TAX IMPACT STATEMENT**

UNION ELECTRIC COMPANY  
DISTRIBUTABLE VALUE FOR UE & LEWIS COUNTY RURAL ELEC CO-OP ASSN.

03/27/2008

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CO-OP ASSMT. LOST		CO-OP ASSMT. GAINED		NET CO-OP ASSMT. CHANGE (E)	UE MILES TRADED PER BOOK (F)	UE MILES TRADED ACTUAL (G)	UE ASSESSMENT LOST (\$33.168.35 (F*RATE))	UE ASSESSMENT GAINED (\$33.168.35 (B*RATE))	NET ASSESSMENT CHANGE (H)	NET ASSESSMENT CHANGE (E+H)	2005 TAX RATE (L)	CHANGE IN TAXES (M) (L-K)	LOC ASSD SCHOOL CHANGE IN TAXES (N) (L-K)
			(C)	(D)	(I)	(J)	(K)									
LEWIS	STATE	0.00		\$0	\$675	\$875	2.67	2.67	2.67	\$88,559	\$0	(\$88,559)	(\$88,559)	\$0.0300	(\$26)	\$
	COUNTY	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.2652	(233)	
	SCHOOL DISTRICTS															
	LEWIS C-1 S.D.	0.00		0	675	675	2.67	2.67	2.67				675	3.8100		24
AVERAGE SCHOOL RATE(3.5542)																
		0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(88,559)	3.5542	(3,148)	24
SUB TOTAL ALL SCHOOL DIST.										88,559	0	(88,559)	(87,884)		(3,148)	
	COMMON ROAD DIST. #1	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.4917	(432)	
	COUNTY LIBRARY	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.1000	(88)	
	COUNTY NURSING HOME	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.1500	(132)	
	COUNTY HEALTH	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.1000	(88)	
	COUNTY AMBULANCE	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.2500	(220)	
	LABELLE FIRE	0.00		0	675	675	2.67	2.67	2.67	88,559	0	(88,559)	(87,884)	0.6639	(601)	

\* OFFSET BY SHARE OF \$(3,148) DISTRIBUTABLE TAXES

**Exhibit 5**

**CONSENT LETTER**



STATE OF MISSOURI  
Matt Blunt, Governor • Doyle Childers, Director  
**DEPARTMENT OF NATURAL RESOURCES**

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[www.dnr.mo.gov](http://www.dnr.mo.gov)

September 6, 2006

Mr. Ronald Loesch  
Manager  
AmerenUE  
P.O. Box 38  
Mexico, MO 65265

Mr. John Bloom  
General Manager/CEO  
Lewis County Rural Electric Cooperative  
P.O. Box 68  
Lewistown, MO 63452

***RE: Change in Electric Suppliers for Existing Facilities in Wakonda State Park***

Gentlemen:

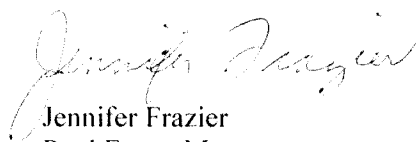
The Missouri Department of Natural Resources encourages both of your companies to file with the Missouri Public Service Commission a request to transfer AmerenUE existing electric service and associated distribution facilities in Wakonda State Park to Lewis County Rural Electric Cooperative (LCREC).

We consent to this transfer because the Department is already a member of LCREC. The transfer will simplify our efforts to add additional campsites and make other improvements to the park, will reduce duplication of electric facilities inside the park, and hopefully will improve the overall reliability of park's electric service. The park's users would also benefit by having a single dedicate supplier responding to emergencies.

Thank you for all you have done to date on this matter.

Best regards,

DIVISION OF STATE PARKS



Jennifer Frazier  
Real Estate Manager  
P.O. Box 176  
Jefferson City, MO 65102

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been served on all Parties of Record, via first-class U.S. Mail, postage prepaid, on this 15<sup>th</sup> day of September, 2006.

**Office of the Public Counsel**

Lewis R. Mills, Jr.  
Public Counsel  
Governor Office Building  
200 Madison Street, Suite 650  
Jefferson City, Missouri 65101

**General Counsel**

Missouri Public Service Commission  
Secretary of the Commission  
Governor Office Building  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65101

**Lewis County Electric Cooperative Association**

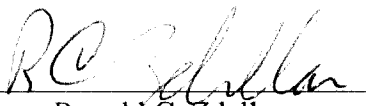
Mr. Tom Deveny, Esq.  
215 North Main Street  
P.O. Box 218  
Edina, Missouri 63537

  
WILLIAM B. BOBNAR

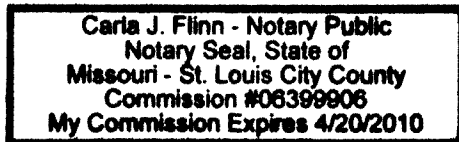
**VERIFICATION**

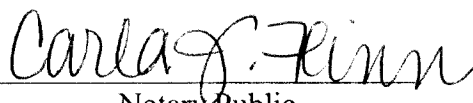
STATE OF MISSOURI       )  
                                      ) SS  
CITY OF ST. LOUIS        )

On this 21<sup>st</sup> day of August, 2006, I, Ronald C. Zdellar, a Vice President of Union Electric Company d/b/a AmerenUE, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application*** of Union Electric Company d/b/a AmerenUE and Lewis County Rural Electric Cooperative Association, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Union Electric Company d/b/a AmerenUE.

  
\_\_\_\_\_  
Ronald C. Zdellar

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.




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

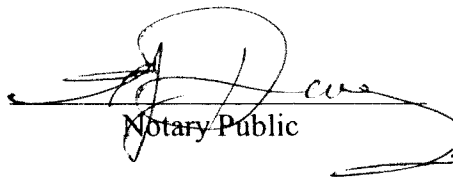
## VERIFICATION

STATE OF MISSOURI     )  
                                      ) SS  
LEWIS COUNTY         )

On this 28<sup>th</sup> day of August, 2006, I, John Bloom, being duly sworn upon my oath, state that I am the General Manager/Chief Executive Officer of the Lewis County Rural Electric Cooperative Association, and acknowledge that I have read the ***Joint Application*** of Union Electric Company d/b/a AmerenUE and Lewis County Rural Electric Cooperative Association, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Lewis County Rural Electric Cooperative Association.

  
\_\_\_\_\_  
John Bloom

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the date first written above.

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

*My Com Expires 11-17-09*