

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

In the matter of the Application of Terre Du Lac)
Utilities Corporation for authority to assign,)
transfer, mortgage, or encumber its franchise,)
works, or system, in order to secure financing.)

Case No. _____

APPLICATION

COMES NOW Terre Du Lac Utilities Corporation ("Applicant"), pursuant to RSMo. §§393.180 and 393.190 and 4 CSR 240-2.060, 2.080, 3.310, and 3.605, and for its Application to the Missouri Public Service Commission ("Commission") respectfully states as follows:

1. The Applicant is a Missouri general business corporation, active and in good standing with the Missouri Secretary of State's Office, with its principal office and place of business at 1628 S. St. Francois Road, Bonne Terre, Missouri, 63628. A Certificate of Good Standing from the Missouri Secretary of State is attached hereto as Exhibit A and incorporated herein by reference pursuant to Rule 240-2.060(1).

2. The Applicant is engaged, generally, in the business of supplying water and sewer service to approximately 1,245 customers, most of which are residential, in the Missouri counties of Washington and St. Francois. The Applicant is a water corporation and a sewer corporation, subject to the jurisdiction of the Commission as provided by law.

3. The Applicant has no pending or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates and that have occurred within the three years immediately preceding the filing of this Application. The Applicant's annual report and assessment fees are not overdue.

4. All communications, notices, orders, and decisions respecting this Application should be addressed to the undersigned counsel and to:

Michael F. Tilley

1628 S. St. Francois Road
Bonne Terre, MO 63628
TDLU@charter.net

5. The Commission has jurisdiction in this case because the Applicant desires to assign, transfer, mortgage, or otherwise encumber its franchise, works, or system, in order to secure financing. *See* §§393.180 and 393.190.1.

6. In connection with the execution of a Promissory Note in the amount of \$797,000.00, attached hereto as Exhibit B, the Applicant seeks approval from the Commission to pledge all of its assets as security. Specifically, the owners of the Applicant seek approval to pledge 380 shares of stock, being all of the stock in the Applicant, and seek approval to grant a security interest in all of the Applicant's equipment, contracts, and receivables. The real property owned by the Applicant is described on the attached Exhibit C.

7. The Applicant's Corporate Resolution to Borrow / Grant Collateral is attached hereto as Exhibit D.

8. The borrowing is required in order for the Applicant to construct a well with a minimum capacity of 300 gallons per minute and a well house and to replace three lift stations. This construction is necessary in order for the Applicant to continue providing safe and adequate water and sewer service to its customers.

9. Encumbering the assets of the Applicant as set forth above will have no impact on the tax revenues of the political subdivisions in which any of the structures, facilities, or equipment of the Applicant is located. The above-described pledge of assets will not result in a change of ownership of the Applicant's properties, nor will it result in the change of the present location of the affected utility assets.

10. Encumbering the assets of the Applicant will not be detrimental to the public interest, and, in fact, will be beneficial to the public interest, because the public health, safety,

and welfare will be served by the ability of the Applicant to make the necessary and prudent repairs and improvements to its system. Granting the authority requested will not cause any adverse impact on customer service.

11. The filing of this Application will not commence a contested case within the meaning of 4 CSR 240-4.020(2), because no hearing is required by law, and, as such, a 60-day notice was not filed by the Applicant. In the event that the Commission nevertheless concludes that the filing of this Application is a contested case for purposes of Commission Rule 4 CSR 240-4.020(2), the Applicant requests a waiver of the 60-day notice for good cause shown.

WHEREFORE, Terre Du Lac Utilities Corporation respectfully requests that the Commission grant this Application and issue an order authorizing Terre Du Lac Utilities Corporation to assign, transfer, mortgage, or otherwise encumber its franchise, works, or system, in order to secure financing, as set forth above. The Applicant requests such other and further relief as is just and proper under the circumstances.

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Diana C. Carter MBE #50527

312 East Capitol Avenue

P.O. Box 456

Jefferson City, MO 65102

Telephone: (573) 635-7166

Facsimile: (573) 634-7431

E-mail: DCarter@BrydonLaw.com

ATTORNEYS FOR TERRE DU LAC

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail on this 15th day of November, 2016, to counsel for the Staff of the Commission and to the Office of the Public Counsel.

Diana Carter

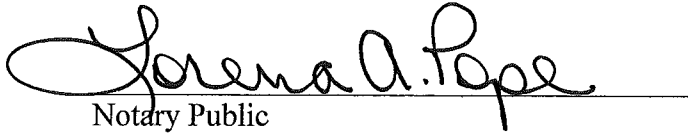
VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF _____)

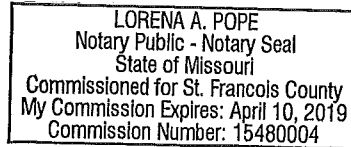
I, Mike Tilley, having been duly sworn upon my oath, state that I am the President of Terre Du Lac Utilities Corporation, and that the matters and things stated in the foregoing Application are true and correct to the best of my information, knowledge, and belief and that I am authorized to execute this verification on behalf of Terre Du Lac Utilities Corporation.



Subscribed and sworn to before me, a notary public, on this 8th day of November, 2016.


Notary Public

My Commission expires: 4/10/2019



STATE OF MISSOURI



Jason Kander
Secretary of State

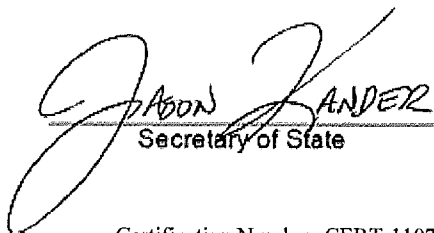
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

TERRE DU LAC UTILITIES CORPORATION
00125902

was created under the laws of this State on the 19th day of September, 1967, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of November, 2016.


Secretary of State

Certification Number: CERT-11072016-0028



EXHIBIT

A



00000000062055041%0955%07282016%TAA0762

EXHIBIT

B

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$797,000.00	07-28-2016	10-28-2026	62055041	1E1 / 220	TAA0762	WDC	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: TERRE DU LAC UTILITIES CORPORATION
1628 Saint Francois Rd
Bonne Terre, MO 63628-0000

Lender: FIRST STATE COMMUNITY BANK
Terre Du Lac Branch
74 Rue Terre Bonne
Bonne Terre, MO 63628

Principal Amount: \$797,000.00

Date of Note: July 28, 2016

PROMISE TO PAY. TERRE DU LAC UTILITIES CORPORATION ("Borrower") promises to pay to FIRST STATE COMMUNITY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seven Hundred Ninety-seven Thousand & 00/100 Dollars (\$797,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 3 monthly consecutive interest payments, beginning August 28, 2016, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum based on a year of 360 days; 7 monthly consecutive principal and interest payments in the initial amount of \$8,481.42 each, beginning November 28, 2016, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum based on a year of 360 days; 112 monthly consecutive principal and interest payments in the initial amount of \$8,564.22 each, beginning June 28, 2017, with interest calculated on the unpaid principal balances using an interest rate based on the Federal Home Loan Bank of Des Moines 1 year fixed rate advance rate as of the 25th day of the month prior to the rate change date (currently 0.970%), plus a margin of 4.250 percentage points, resulting in an initial interest rate of 5.220% per annum based on a year of 360 days; and one principal and interest payment of \$8,564.20 on October 28, 2026, with interest calculated on the unpaid principal balances using an interest rate based on the Federal Home Loan Bank of Des Moines 1 year fixed rate advance rate as of the 25th day of the month prior to the rate change date (currently 0.970%), plus a margin of 4.250 percentage points, resulting in an initial interest rate of 5.220% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Federal Home Loan Bank of Des Moines 1 year fixed rate advance rate as of the 25th day of the month prior to the rate change date (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year on the anniversary date of the note. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 0.970% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than (except for any higher default rate shown below) the lesser of 9.250% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.000 percentage points. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST STATE COMMUNITY BANK, Terre Du Lac Branch, 74 Rue Terre Bonne, Bonne Terre, MO 63628.

LATE CHARGE. If a payment is more than 15 days late, Borrower will be charged 5.000% of the regularly scheduled payment or \$50.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate

reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Missouri.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of St Francois County, State of Missouri.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$31.50 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a security interest as described in a Deed of Trust, Security Agreement, and or a pledge Agreement of even date (whichever is applicable) which is made a part hereof. Failure to list any collateral will not be deemed to be a waiver of the collateral by the Bank.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ADDITIONAL TERMS CLAUSE. Notwithstanding the oral agreements clause below, in addition to the terms contained in this document it is also agreed that the terms of any documents pursuant to which the loan is made or which secures the loan are also binding on the undersigned.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

TERRE DU LAC UTILITIES CORPORATION

By: Mike Tilley, President of TERRE DU LAC UTILITIES CORPORATION

By: Kathy Tilley, Secretary of TERRE DU LAC UTILITIES CORPORATION

Property Description:

As described above, this appraisal includes "all the assets" of Terre du Lac Utilities, which includes real estate held outright, easements and infrastructure, and equipment/personal property. Refer to the title policy and equipment list on file with the client.

Real Estate Held Outright:

The subject's real estate includes ten tracts scattered throughout Terre du Lac. These tracts range in size from about 0.155 acres to 7.99 acres.

Each tract is served by electricity (Ameren MO), water (Terre du Lac Utilities), and sewers (Terre du Lac Utilities).

The tracts are held in the name of Terre du Lac Utilities Corporation; they have been held in this name or a related name for a number of years. There has been no reported sales activity regarding the subject for the past three years.

There is no zoning in Terre du Lac.

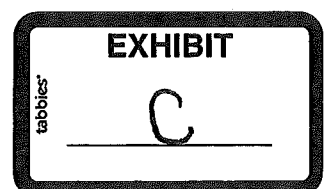
The following is a description of the tracts, with the tract numbers taken from the title commitment as shown in the addenda to this report. The legal descriptions for each tract are included with the title commitment.

Tract 1:

As shown on the survey included in the addenda to this report, this tract is nearly rectangular in shape and contains approximately 0.324 acres, with about 114 feet of frontage on Rue Riviera.

This tract is assessor's parcel number 07-40-20-03-006-0001.00, with an assessed value of \$29,700 (commercial) and a 2015 tax burden of \$1577.58. Commercial properties in Missouri are assessed at 32% of their market value, which indicates St. Francois County values this parcel at \$92,800.

This tract is improved with a 100,000 gallon spheroid water tower.



Tract 2:

As shown on the survey included in the addenda to this report, this tract is irregularly shaped and contains approximately 4.2249 acres, with about 526 feet of frontage on St. Francois Road.

This tract is assessor's parcel number 07-40-19-01-008-0002.00, with an assessed value of \$28,110 (commercial) and a 2015 tax burden of \$1510.12. Commercial properties in Missouri are assessed at 32% of their market value, which indicates St. Francois County values this parcel at \$87,840.

This tract is improved with a 50,000 gallon spheroid water tower and a 700 square foot office building.

Tract 3:

As shown on the survey included in the addenda to this report, this tract is rectangular in shape and contains approximately 0.155 acres, with about 75 feet of frontage on Napoleon Drive.

This tract is assessor's parcel number 07-90-32-00-000-0038.01, with an assessed value of \$1410 (commercial) and a 2015 tax burden of \$74.90. Commercial properties in Missouri are assessed at 32% of their market value, which indicates St. Francois County values this parcel at \$4410.

This tract is improved with a well which has a capacity of 300 gallons per minute and a 380 square foot well house.

Tracts 4 and 4A:

A survey for Tract 4 is included in the addenda to this report; no survey was available for Tract 4A. The assessor's office indicates the tracts contain a combined area of 6.49 acres and front Rue Chantilly. As shown on the survey included in the addenda to this report, this tract is rectangular in shape and contains approximately 0.155 acres, with about 75 feet of frontage on Napoleon Drive.

This tract is assessor's parcel number 07-40-18-00-000-0004.00, with an assessed value of \$3520 (commercial) and a 2015 tax burden of \$199.92. Commercial properties in Missouri are assessed at 32% of their market value, which indicates St. Francois County values this parcel at \$11,610.

This tract is improved with a 1440 square foot shop building, a lift station, and sewage overflow holding ponds.

Tract 5:

As shown on the survey included in the addenda to this report, this tract is nearly rectangular in shape and contains approximately 5.3211 acres; it is accessed via Moulin Rouge Drive.

This tract is assessor's parcel number 07-40-18-00-000-0003.04, with an assessed value of \$50 (agricultural) and a 2015 tax burden of \$2.75. Agricultural properties in Missouri are assessed at 12% of their agricultural use value, which indicates St. Francois County values this parcel at \$420.

This tract is improved with a three cell sewage treatment lagoon.

Tract 6:

As shown on the survey included in the addenda to this report, this tract is nearly rectangular in shape and contains approximately 0.3416 acres, with about 100 feet of frontage on Lafayette Drive.

This tract is assessor's parcel number 07-40-17-03-004-0001.01, with an assessed value of \$570 (residential) and a 2015 tax burden of \$31.26. Residential properties in Missouri are assessed at 19% of their market value, which indicates St. Francois County values this parcel at \$3000.

This tract is improved with a lift station.

Tract 7:

As shown on the survey included in the addenda to this report, this tract is rectangular in shape and contains approximately 7.991 acres and is accessed via Marseilles Drive.

This tract is assessor's parcel number 07-40-18-00-000-0003.04, with an assessed value of \$150 (agricultural) and a 2015 tax burden of \$7.16. Agricultural properties in Missouri are assessed at 12% of their agricultural use value, which indicates St. Francois County values this parcel at \$1260.

This tract is improved with an oxidation ditch.

Tract 8:

As shown on the survey included in the addenda to this report, this tract is nearly rectangular in shape and contains approximately 0.1773 acres, with about 51 feet of frontage on Rue Chantilly.

This tract is assessor's parcel number 07-40-17-03-004-0001.02, with an assessed value of \$570 (residential) and a 2015 tax burden of \$31.26. Residential properties in Missouri are assessed at 19% of their market value, which indicates St. Francois County values this parcel at \$3000.

This tract is improved with a lift station.

Tract 9:

As shown on the survey included in the addenda to this report, this tract is nearly rectangular in shape and contains approximately 0.2333 acres, with about 145 feet of frontage on Judy Circle.

This tract is assessor's parcel number 07-90-29-04-002-0001.05, with an assessed value of \$2130 (commercial) and a 2015 tax burden of \$199.92. Commercial properties in Missouri are assessed at 32% of their market value, which indicates St. Francois County values this parcel at \$6670.

This tract is improved with a well which has a capacity of 300 gallons per minute and a 380 square foot well house.

Tract 10:

No survey was available for this tract. The assessor's office indicates the tract contains 0.33 acres with about 97 feet of frontage on Judy Circle.

This tract is assessor's parcel number 07-80-33-02-006-0008.00, with an assessed value of \$480 (residential) and a 2015 tax burden of \$27.09. Residential properties in Missouri are assessed at 19% of their market value, which indicates St. Francois County values this parcel at \$2500.

This tract is unimproved.

Proposed Improvements:

The owners plan to construct a well with a minimum capacity of 300 gallons per minute and a well house and to replace the three lift stations; copies of the cost estimates are included in the addenda to this report.

The "As Complete" value assumes completion of the proposed improvements per plans and specifications.

Easements/Infrastructure:

In addition to the real estate held outright, this appraisal includes all easements granted to Terre du Lac Utilities as well as the pipes, etc., (e.g. mains, laterals, etc.) within the easements.

Equipment/Personal Property:

This appraisal includes all equipment and personal property, including permanently affixed items such as pumps and piping, which are arguably part of the real estate, as well as strictly personal property such as trucks and heavy equipment. Refer to the list of equipment/personal property on file with the client.



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EXHIBIT

D

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$797,000.00	07-28-2016	10-28-2026	62055041	1E1 / 220	TAA0762	WDC	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Corporation: TERRE DU LAC UTILITIES CORPORATION
1628 Saint Francois Rd
Bonne Terre, MO 63628-0000

Lender: FIRST STATE COMMUNITY BANK
Terre Du Lac Branch
74 Rue Terre Bonne
Bonne Terre, MO 63628

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is TERRE DU LAC UTILITIES CORPORATION ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Missouri. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains its principal office at 1628 Saint Francois Rd, Bonne Terre, MO 63628-8971. Unless the Corporation has designated otherwise in writing, this is the principal office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on July 1, 2016, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of TERRE DU LAC UTILITIES CORPORATION:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Mike Tilley	President	Y	X _____
Kathy Tilley	Secretary	Y	X _____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and

representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated July 28, 2016.

CERTIFIED TO AND ATTESTED BY:

X
Mike Tilley, President of TERRE DU LAC UTILITIES
CORPORATION

X
Kathy Tilley, Secretary of TERRE DU LAC UTILITIES
CORPORATION

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.