

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of June 14, 2005, by and between KAMO Electric Cooperative, Inc., an Oklahoma corporation (the "Buyer"), and Aquila, Inc., a Delaware corporation (formerly known as and the successor to Missouri Public Service Company) (the "Seller").

RECITALS

A. Seller owns certain electrical transmission line facilities consisting of one six-mile 69kV electric transmission line section, which is located between The Empire District Electric Company's ownership point just north of Boston Corners Substation and the Aquila/KAMO 69kV line intersection near the north section line of Section 35, Township 32 North, Range 31 West, in Barton County, Missouri. (collectively the "Line").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Line and certain related assets in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises hereof, the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Assets

1.1 Assets. On the Closing Date (as defined in Section 3.1 below), and subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, convey, and assign to Buyer, and Buyer shall purchase from Seller, the assets listed on Exhibits C and D attached hereto (collectively, the "Assets").

2. Purchase Price. The purchase price for the Assets shall be \$275,000.00 payable on the Closing Date in cash by wire transfer of immediately available funds to an account designated by Seller (the "Purchase Price").

3. Closing.

3.1 Closing Date. The closing of this transaction (the "Closing") shall be 10 business days after the latter of the date (a) the Federal Energy Regulatory Commission ("FERC") approves the transactions contemplated hereby and such approval has become final or (b) the Missouri Public Service Commission ("MPSC") approves the transactions contemplated hereby and such approval has become final (the "Closing Date"). The Closing will take place at Buyer's counsel's office located at 123 North Main St., Nevada, MO 64772, or as the parties otherwise agree. The transaction contemplated by this Agreement shall be considered to take

place simultaneously as of the Closing, and no delivery or payment shall be considered to have been made until all steps required hereunder are completed. However, if either FERC or MPSC has not approved the transactions contemplated hereby by December 31, 2005, either party may terminate this Agreement.

3.2 Closing Deliveries.

(a) At the Closing, Seller shall deliver to Buyer the following:

- (i) A duly executed Bill of Sale, Assignment and Assumption Agreement substantially in the form set forth on Exhibit A attached hereto;
- (ii) A duly executed Assignment of Easements Rights substantially in the form set forth on Exhibit B attached hereto;
- (iii) Any required third-party consents to and governmental approvals of the transactions contemplated hereby;
- (iv) Wire instructions for the delivery of Purchase Price;
- (v) A certificate from the Assistant Secretary of the Seller certifying Carl Huslig's authority to execute this agreement; and
- (vi) Such other documents, instruments or certificates as Buyer or its counsel may reasonably request, including, if available, plans and profile drawings of the Line; templates of the Line; ruling spans of the Line and other design and data documents of the Line.

(b) At the Closing, Buyer shall deliver to Seller the following:

- (i) The Purchase Price;
- (ii) A duly executed Bill of Sale, Assignment and Assumption Agreement substantially in the form set forth on Exhibit A attached hereto;
- (iii) A duly executed Assignment of Easements Rights substantially in the form set forth on Exhibit B attached hereto;
- (iv) Any required third-party consents and governmental approvals of the transactions contemplated hereby;

- (v) Certified resolutions of Buyer approving the execution and delivery of this Agreement and documents contemplated hereby and authorizing the transactions contemplated hereby; and
- (vi) Such other documents, instruments or certificates as Seller or its counsel may reasonably request.

3.3 Passage of Time and Risk of Loss. Legal title, equitable title and risk of loss with respect to the Assets will pass to Buyer when such Assets are transferred at the Closing, which shall be deemed to have occurred at 12:01 a.m. Central Time on the Closing Date. All liabilities associated with or related to the Assets which are based upon acts, omissions or events occurring prior to Closing shall be the responsibility of Seller (the "Retained Liabilities") and all liabilities associated with or related to the Assets which are based upon acts, omissions or events occurring after Closing shall be the responsibility of Buyer (the "Assumed Liabilities").

3.4 Further Assurances. At any time and from time to time after the date hereof, at Buyer's request and without further consideration, Seller promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Buyer may reasonably request to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Assets.

4. Representations and Warranties of Seller. Seller hereby represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

4.1 Enforceability. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

4.2 Title to Assets. Seller has, and at the Closing will transfer to Buyer, marketable title to all of the Assets free and clear of all mortgages, liens and security interests. Buyer acknowledges it has conducted due diligence review of right-of-ways, easements and/or permits over the real estate upon which the Line is situated, and has accepted those right-of-ways, easements and/or permits as sufficient for the ownership, operation and maintenance of the Assets and Line.

4.3 Right to Transfer. Seller has the right to transfer and/or assign the Assets to Buyer and no consent of any property owner, mortgage holder or any other party having any legal or equitable interest in the real estate upon which the Line is situated is required in connection with the transaction contemplated hereby.

5. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and will be true and correct on the Closing Date: (a) the execution, delivery, and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Buyer, and (b) this

Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

6. Disclaimer of Liability. BUYER ACKNOWLEDGES THAT SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY OTHER THAN AS EXPLICITLY SET FORTH IN THIS AGREEMENT. SPECIFICALLY, BUYER ACKNOWLEDGES THAT SELLER IS NOT MAKING, AND EXPLICITLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY REGARDING (I) THE CONDITION OF THE ASSETS TRANSFERRED HEREUNDER, OR (II) THE REVENUES OR INCOME THAT MAY BE GENERATED FROM THE ASSETS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PARTIES AGREE THAT THE ASSETS TRANSFERRED PURSUANT TO THIS AGREEMENT ARE TRANSFERRED "AS IS, WHERE IS", AND EXCEPT FOR WARRANTY OF TITLE, WILL BE TRANSFERRED ON THE CLOSING DATE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the fulfillment, as of the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of Buyer:

7.1 Continued Truth of Representations and Warranties of Seller. The representations and warranties of Seller shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date.

7.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of Seller to authorize or carry out this Agreement and to convey, assign, transfer and deliver the Assets shall have been taken.

7.3 Governmental and Other Third Party Consents and Approvals. Seller and Buyer shall have received all requisite consents and approvals of all third parties (including any governmental agency, department, bureau, commission, or similar body, the consent, authorization, or approval of which is necessary under any applicable law, rule, order, or regulation) whose consent or approval is required for the consummation by Seller and Buyer of the transactions contemplated by this Agreement.

7.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which might affect the right of Buyer to own or use the Assets after the Closing.

7.5 Covenants. All of Seller's covenants have been complied with.

7.6 Closing Deliveries. At or prior to Closing, Buyer shall have received all documents and consents required to be delivered by Seller pursuant to this Agreement.

8. Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject to the fulfillment, as of the Closing Date, of the following conditions precedent, each of which may be waived in writing at the sole discretion of Seller:

8.1 Continued Truth of Representations and Warranties of Buyer. The representations and warranties of Buyer in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date.

8.2 Corporate Proceedings. All corporate, governmental and other proceedings required to be taken on the part of Buyer to authorize this Agreement and the transactions contemplated hereby shall have been taken.

8.3 Governmental and Third Party Consents and Approvals. Buyer and Seller shall have received all requisite consents and approvals of all third parties (including any governmental agency, department, bureau, commission, or similar body, the consent, authorization or approval of which is necessary under any applicable law, rule, order, or regulation) whose consent or approval is required for the consummation by Buyer and Seller of the transactions contemplated by this Agreement.

8.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which might affect the right of Seller to sell the Assets.

8.5 Covenants. All of Buyer's covenants have been complied with.

8.6 Closing Deliveries. At or prior to Closing, Seller shall have received all documents and consents required to be delivered by Buyer pursuant to this Agreement.

9. Miscellaneous.

9.1 Taxes. Seller will pay all real, personal and ad valorem property taxes and assessment for the 2004 and prior tax years, and will pay all such taxes and assessment for the period after the Closing Date on a pro rata basis.

9.2 Indemnification. Seller does hereby agree to indemnify and hold harmless Buyer from all claims, demands, liabilities and expenses (including reasonable attorney's fees) arising out of or related to the Retained Liabilities. Buyer does hereby agree to indemnify and hold harmless Seller from all claims, demands, liabilities and expenses (including reasonable attorney's fees) arising out of or related to the Assumed Liabilities, provided, however, that the Assumed Liabilities shall not exceed the Purchase Price.

9.3 Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party, the cost and expenses of preparing for and conducting such litigation.

9.4 Survival. All covenants, warranties and representations set forth in this Agreement shall survive Closing.

9.5 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by facsimile, a nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows or to such other address and facsimile number of which the parties may have given notice:

If to Seller:

Aquila, Inc.
750 N.W. Missouri Road
Lee's Summit, MO 64086
Attn: Alan K. Myers
Telephone: (816) 969-8949
Facsimile: (816) 969-8933

With copy to:

General Counsel
Office of the General Counsel
Aquila, Inc.
20 West Main Street
Kansas City, MO 64105
Facsimile: (816) 783-5175

With copy to:

Sonnenschein Nath & Rosenthal LLP
Attention: Yabo Lin
4520 Main Street, Suite 1100
Kansas City, MO 64111
Telephone: (816) 460-2553
Facsimile: (816) 531-7545

If to Buyer:

KAMO Electric Cooperative, Inc.
P. O. Box 577
Vinita, OK 74301
Attn: Tom Hayes
Telephone: (918) 256-5551 ext. 2261
Facsimile: (918) 256-8023

With copy to:

Christopher Hoberock
123 North Main St.
Nevada, MO 64772

Telephone: (417) 667-3318
Facsimile: (417)667-9503

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, or if sent by facsimile provided an electronically generated confirmation of such facsimile is obtained promptly after transmission, or (b) on the business day subsequent to the date delivered to an overnight courier of national reputation, or (c) three business days after being deposited with the U.S. Postal Service, if sent by registered or certified mail.

9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no assignment by Seller or Buyer shall release such party from any obligation or liability under this Agreement without the express written consent of the other party.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby.

9.8 Amendments. No supplement, modification, or waiver of this Agreement shall be binding unless in writing and signed by both parties.

9.9 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof.

9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to the choice of law rules of such State.

9.11 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

9.12 Headings. The section headings are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

9.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.14 Exhibits and Schedules. All of the exhibits and schedules attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER:

ATTEST

KAMO Electric Cooperative, Inc.

By: Ann H. Hartness

By: Tom Hayes

Name: Ann H. Hartness
Assistant Secretary

Name: Tom Hayes
Title: Attorney-in-Fact

SELLER:

ATTEST

Aquila, Inc.

By: Alan K. Myers

By: Carl A. Huslig

Name: Alan K. Myers

Name: Carl A. Huslig
Title: Vice President - Electric Transmission

EXHIBIT ABILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale and Assignment"), dated as of June 14, 2005, is made by and between Aquila, Inc., a Delaware corporation (formerly known as and successor to Missouri Public Service Company) ("Seller"), and KAMO Electric Cooperative, Inc., an Oklahoma corporation ("Buyer").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 14, 2005, by and between Seller and Buyer (the "Agreement"), Seller has agreed to sell the Assets (as defined in the Agreement) to Buyer on the terms and subject to the conditions set forth in the Agreement, and Buyer has agreed to acquire and accept the Assets from the Seller on such basis;

WHEREAS, pursuant to the Agreement the Buyer has agreed to assume all liabilities associated with or related to the Assets which are based on acts, omissions or events occurring after the Closing (as defined in the Agreement) (the "Assumed Liabilities");

WHEREAS, Seller desires to deliver to Buyer such instruments of transfer as are required to effectively vest in Buyer all right, title and interest in and to the Assets; and

WHEREAS, Buyer desires to deliver to Seller such instruments as are required to effectively assume all the "Assumed Liabilities" referred to above; and

WHEREAS, Section 3.2(a)(1) of the Agreement contemplates that this Bill of Sale, Assignment and Assumption Agreement is to be delivered at the Closing; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein and in the Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and accepted), the Seller and the Buyer do hereby agree as follows:

SECTION 1. *Transfer of Assets.* Seller does hereby sell, assign, transfer, convey and deliver unto Buyer and its successors and assigns for its and their use, all of Seller's right, title and interest in and to the Assets listed on Exhibits C and D to this Bill of Sale and Assignment, free and clear of liens and encumbrances to have and to hold.

SECTION 2. *Warranty of Title.* Seller has marketable title to all of the Assets free and clear of mortgages, liens, security interests. Buyer acknowledges it has conducted due diligence

SECTION 2. *Warranty of Title.* Seller has marketable title to all of the Assets free and clear of mortgages, liens, security interests. Buyer acknowledges it has conducted due diligence review of right-of-ways, easements and/or permits over the real estate upon which the Line is situated, and has accepted those right-of-ways, easements and/or permits as sufficient for the ownership, operation and maintenance of the Assets and Line.

9.6 SECTION 3. *Assumption of Liabilities.* Buyer does hereby assume and will pay, perform and discharge when due, all of the Assumed Liabilities, provided, however, that the Assumed Liabilities shall not exceed the Purchase Price.

SECTION 4. *Further Assurances.* Seller hereby acknowledges and reaffirms its obligations under Section 3.4 of the Agreement to execute and deliver such other instruments of conveyance, assignment, transfer and delivery and take such other action as may be necessary or advisable to fully effect the transfer to Buyer of the Assets and the Assumed Liabilities as may otherwise be required hereby.

SECTION 5. *Governing Law.* This Bill of Sale, Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

SECTION 6. *Parties in Interest.* This Bill of Sale, Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

SECTION 7. *Conflicts.* In the event of any conflict or ambiguity between the terms hereof and the Agreement, the terms of the Agreement shall govern and be controlling.

IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been duly executed and delivered as of the date first above written.

BUYER:

KAMO Electric Cooperative, Inc.

ATTEST

By: _____

Name: Ann H. Hartness
Assistant Secretary

By: _____

Name: Tom Hayes
Title: Attorney-in-Fact

SELLER:

Aquila, Inc.

ATTEST

By: _____

Name: _____

By: _____

Name: Carl A. Huslig
Title: Vice President – Electric Transmission

EXHIBIT B
ASSIGNMENT OF EASEMENT RIGHTS
Barton County, Missouri

THIS ASSIGNMENT OF EASEMENT RIGHTS (this "Assignment") is made as of this _____ day of _____, 2005 by AQUILA, INC., a Delaware corporation, formerly known as and the successor to Missouri Public Service Company ("AQUILA"), with an address at 20 W. 9th Street, Kansas City, Missouri 64105, as assignor, to and in favor of KAMO ELECTRIC COOPERATIVE, INC., an Oklahoma corporation ("KAMO"), with an address at P. O. Box 577, Vinita, OK 74301, as assignee.

FOR AND IN CONSIDERATION of the purchase by KAMO of certain facilities from AQUILA, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, AQUILA does hereby assign, transfer and set over unto KAMO all of the right, title and interest of AQUILA in and to the easements rights-of-ways and permits described in Exhibit C, attached hereto and incorporated herein by this reference, and KAMO does hereby accept and assume all rights and obligations set forth therein; provided, however, that such assignment and transfer related to paragraph 22 in Exhibit C will be limited to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

AQUILA, INC.

KAMO ELECTRIC COOPERATIVE, INC.

By: _____

By: _____

Name: _____

Name: Tom W. Hayes

Title: _____

Title: Attorney-in-Fact

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said county and state, appeared _____, to me personally known, who did say that he/she is the _____ of Aquila, Inc., a Delaware corporation, and that he/she executed the foregoing instrument with the full authority of the directors of said corporation, as the free act and deed of said corporation.

[Seal]

Notary Public

Name: _____

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said county and state, appeared _____, to me personally known, who did say that he/she is the _____ of KAMO Electric Cooperative, Inc., an Oklahoma corporation, and that he/she executed the foregoing instrument with the full authority of the _____ of said municipal corporation, as the free act and deed of said corporation.

[Seal]

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT C**Schedule of Easements, Right-of-ways and Grants
In Barton County, Missouri**

1. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 96.

The Northwest one-fourth (NW $\frac{1}{4}$) of Section 35, Township 32, Range 31. It is hereby understood this right, privilege and easement is limited to a line to be constructed along the west boundary in such a manner as to maintain a straight line, and does not constitute an easement on more than 30 feet from the center of the west public road.

It is agreed that when the hedge is cut along the west side of the above described land, workmen will save and cut into six and one-half foot hedge posts all trees marked with white paint, which posts will be the property of H. A. Richards.

2. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 97.

On east side of public road adjacent to west boundary of SW $\frac{1}{4}$ of Section 35, Township 32N, Range 31W. Where fence line is irregular poles may be set east of fence where necessary to permit poles to be in a straight line.

Two anchors with guys attached may be set twenty-five feet north of south boundary and approximately one-quarter mile east of southwest corner of tract named above.

3. That certain Agreement recorded April 24, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 115.

NE $\frac{1}{4}$ of Section 3, Township 31N, Range 31W except a 20 acre tract in SE corner.

This permit is limited to three anchors with attached guys in northeast corner of tract approximately five feet west of east boundary and fifty feet south of north boundary.

4. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 98.

A single pole line along the east boundary of the west $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 2, Township 31N, Range 31W.

5. That certain Agreement recorded August 8, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 188.

Six anchors and guys in the northeast corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 2, Township 31N, Range 31W. Anchors to be as close as practicable to fences.

6. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 99.

East $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, Township 31N, Range 31W. Line to start on west boundary at a point $\frac{1}{4}$ mile north of south boundary and to run in an easterly direction to fence running north and south approximately in center of tract, thence south along said fence to south boundary.

7. No easement signed. Written permission was given on June 23, 1953 without an easement.

South $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 2, Township 31, Range 31 and SW $\frac{1}{4}$ of Section 1, Township 31, Range 31. Line must be placed outside of fence, could possibly be on public road right-of-way.

8. That certain Agreement recorded June 21, 1972 at the Recorder of Deeds for Barton County, Missouri in Book 315 on Pages 60-61.

All the SW $\frac{1}{4}$ of Section 1, except that part heretofore conveyed for highway purposes, and all the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 2 except that part heretofore conveyed for highway purposes, all in Township 31, Range 31, in Barton County, Missouri, subject to a Pole Line Permit to Southwestern Bell Telephone Company filed July 1, 1950, across the SE $\frac{1}{4}$ of said Section 2, Township 31, Range 31, and subject to an Easement to Southwestern Bell Telephone Company filed 9/23/65 for the laying, etc. of an underground communication system across the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 2, Township 31, Range 31.

Easement to extend 15 feet on each side of the following described center line:

Beginning at a point in the south line of Section 2, Township 31N, Range 31W, said point being approximately 822 feet west of the SE corner of said section; thence extending north $44^{\circ} 10'$ east a distance of 572 feet to a point hereinafter to be designated "Point A"; thence extending north $64^{\circ} 15'$ east a distance of 385 feet to a point on the westerly right-of-way line of relocated US Highway 71, said point being opposite station 697 + 70 on said highway, said point hereinafter to be known as "Point B". Also beginning at a point in the easterly right-of-way line of above mentioned US Highway 71 opposite station 696 + 07 and approximately 738 feet north of the south line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 31N, Range 31W; thence extending south $45^{\circ} 25'$ east a distance of 947 feet to the northerly right-of-way of the county road. Also beginning on the easterly right-of-way of US 71 Highway at a point approximately 116 feet north of the south line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of aforementioned Section 1; thence extending south $83^{\circ} 25'$ east of distance of 603 feet to a point hereinafter to be designated "Point C"; thence south $27^{\circ} 10'$ east 23 feet to the north line of the county road.

Also an easement for anchors to extend 10 feet on each side of the following described centerline: Beginning at the aforementioned "Point A" in the first described course above; thence extending north $35^{\circ} 47'$ west 40 feet.

Also an easement for anchors to extend 10 feet on each side of the following described centerline: Beginning at the aforementioned "Point B"; thence extending north $18^{\circ} 45'$ west 30 feet.

Also an easement for anchors to extend 10 feet on each side of the following described centerline: Beginning at a point in the easterly right-of-way line of US Highway 71 opposite station 696 + 07 and approximately 738 feet north of the south line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 31N, Range 31W; thence extending south $45^{\circ} 25'$ east a distance of approximately 70 feet to the true point of beginning; thence North $78^{\circ} 15'$ east a distance of 75 feet.

Also an easement for anchors to extend 10 feet on each side of the following described centerline: Beginning at the aforementioned "Point C" and extending south $83^{\circ} 25'$ east a distance of 50 feet.

Note: This easement replaces and is in lieu of a previous easement granted to grantee dated July 3, 1970, in Book 305, page 324. Grantee specifically abandons said prior easement.

9. Unable to located MODOT permit.
10. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 at Page 100.

SE $\frac{1}{4}$ of Section 1, Township 31N, Range 31W. Line to run along south boundary as near to road as practicable to hold a straight line.

11. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 101.

Beginning at SW corner of SW $\frac{1}{4}$ of Section 6, Township 31N, Range 30W and running north $122 \frac{2}{3}$ rods, thence east 97 rods, thence SW 100 rods to the SE corner of said SW $\frac{1}{4}$, thence west to the place of beginning, being 128.1 acres in SW $\frac{1}{4}$ and 3.9 acres in SE $\frac{1}{4}$.

Line to be constructed near south boundary along existing road.

12. That certain Agreement recorded March 19, 1953 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 340.

N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 7, Township 31N, Range 30W. One anchor and guy to be located near NW corner of tract. No other installations are to be made on this tract.

12a. Section 6, Township 31, Range 30W. Crossing Missouri Pacific Railroad Company at mile post 345.

13. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 102.

6 $\frac{1}{2}$ acres in a square form in NW corner of West $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 7, Township 31N, Range 30W.

One anchor with guys attached to be placed in north-south fence line approximately 300 feet east of west boundary. Trees along north boundary to be trimmed only a sufficient amount to clear transmission line.

14. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 103.

W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 7, Township 31N, Range 30W, except NW 6 $\frac{1}{2}$ acres.

Line to be built along north boundary as close to fence as practicable to maintain a straight line.

15. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 104.

E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 7, Township 31N, Range 30W.

Line to run along north boundary of said tract. Clear all brush and spray with brush killer.

16. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 105.

W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 8, Township 31N, Range 30W. Line to run on north boundary along road as near to fence as possible to maintain a straight line.

17. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 106.

E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 8, Township 31N, Range 30W. Line to run along north boundary fence as practicable to maintain a straight line.

18. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 107.

Remove hedge along north boundary of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, Township 31N, Range 30W. Leave fence standing in hedge row. Electric line to be constructed along said north boundary at fence line or near enough thereto to preserve a straight line. All brush and debris to be removed from the premises.

19. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 108.

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, Township 31N, Range 30W. For overhang and straight line along road on north boundary.

20. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 109.

Two anchor guys to be located in the SE corner of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 5, Township 31N, Range 30W. Guy to be not more than 15 ft. from south fence and 12 ft. from east fence.

21. That certain Agreement recorded April 22, 1952 at the Recorder of Deeds for Barton County, Missouri in Book 261 on Page 110.

A portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 9, Township 31, Range 30, as follows:

Grantors grant to the grantee herein only the right to erect, construct, operate and maintain two anchors, together with guy wires or connecting wires used in connection therewith, upon the property of the grantors; said anchors to be located in the fence line of grantees at a point approximately two hundred twenty (220) feet south of the northwest corner of said Section 9 above, one anchor and the guy wires or connecting wires thereto to be located upon the property of the grantors at a point approximately forty (40) feet East, more or less, from the West property line of grantors, and one anchor and guy wires connecting the same with the transmission line pole of grantee at a point between the property line of grantors and the first anchor above mentioned, together with the right to remove, replace, maintain, repair or otherwise change said anchors in the same position as grantees deem necessary.

22. To the maximum extent permitted by law, all other easements, permits and right-of ways, including easement of expressed grant or easements by prescription, necessity or implication, which (a) relate to and affect the real estate upon which the Line (as defined in that certain Asset Purchase Agreement entered into as of _____, 2005 between KAMO Electric Cooperative, Inc. and Aquila, Inc.) is situated; and (b) Aquila, Inc. is the legal or beneficial owner or holder thereof.

Exhibit D**Lamar to Boston Corners 69 KV Line****Material List**

69 KV Phase: 4/0 Conductor

Shield Sire: 3/8" HS Steel

Unless otherwise noted, poles are class 3

Structure Number	Pole Size	Structure Type	Non-Insulated Guy	Insulated Guy	Anchor
34	60	6007			
35	55	6007			
36	50	6007			
37	50	6007			
38	50	6007			
39	50	6007			
40	50	6007			
41	50	6007			
42	50	6007			
43	50	6007			
44	55	6007			
45	50	6007			
46	55	6007			
47	50	6007			
48	50	6007			
49	50	6007			
50	60	6001	2	6	8
51	55	6007			

52	50	6007			
53	55	6007			
54	60	6001	2	6	8
55	50	6007			
56	50	6007			
57	50	6007			
58	50	6007			
59	50	6007			
60	50	6007			
61	50	6007			
62	50	6007			
63	50	6007			
64	50	6007			
65	50	6007			
66	50	6007			
67	60	6001	2	6	8
68	50	6007			
69	55	6001	2	6	8
70	50	6007			
71	50	6007			
72	50	6007			
73	55	6001	2	6	8
74	50	6007			
75	50	6007			
76	50	6007			

77	50	6007			
78	50	6007			
79	50	6007			
80	50	6007			
1	35-4		2		2
2	55-1	6007	2	6	8
3	60-3	6007			
4	70-2	6003	1	3	2
5	80-2	6002	1	3	2
6	85-2	6001	2	6	8
7	70-3	6007			
8	70-1	6001	2	6	8
9	65-3	6007			
10	60-2	6001	1	3	4
11	55-2	6001	1	3	4
89	50	6007			
90	50	6007			
91	50	6007			
92	50	6007			
93	50	6007			
94	55	6007			
95	50	6007			
96	50	6007			
97	50	6007			
98	50	6007			

99	50	6007			
100	55	6010	1	1	2
101	60	6008			
102	55	6010	1	1	2
103	55	6007			
104	55	6007			
105	60	6008			
106	55	6008			
107	50	6007			
108	50	6007			
109	55	6007			
110	65	6010	1	1	2
111	65	6005	1	1	2
112	60	6005	1	1	2
113	50	6007			
114	50	6007			
115	50	6007			
116	50	6007			
117	60	6007			
118	65	6007			
119	65	6007			
120	70	6007			
121	65	6007			
122	55	6007			
123	50	6007			

124	50	6007			
125	50	6007			
126	55	6007			
127	50	6007			
128	55	6007			
129	55	6007			
130	50	6007			
131	50	6007			
132	50	6007			
133	50	6007			
134	60	6001	2	6	8
135	55	6005	1	1	2
136	50	6007			
137	50	6007			
138	50	6007			
139	50	6007			
140	50	6007			
141	50	6007	2		2

Conductor:

“95,040 ft. of 4/0 ACSR conductor”

“31,680 ft. of 3/8” H.S. Steel static conductor”

Guys, anchors, and other physical assets used in connection with the operation of, and physically attached to, the Line.