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June 14, 2001

FILED²

JUN 15 2001

Missouri Public
Service Commission

EM 2001-695

Mr. Dale Hardy Roberts
Secretary / Chief Regulatory Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360



RE: *In the Matter of the Joint Application of Union Electric Company and
Lewis County Rural Electric Cooperative*

Dear Mr. Roberts:

Enclosed for filing are an original and eight (8) copies of the above ***Joint Application***.

Please date-stamp the copy of this cover letter and return it to me in the enclosed self-addressed, stamped envelope.

Sincerely,

A handwritten signature in cursive script, reading "William B. Bobnar".

William B. Bobnar
Associate General Counsel

WBB:mas
Enclosures

cc: Service List

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

FILED²

JUN 15 2001

Missouri Public
Service Commission

In the matter of the Joint Application)
of Union Electric Company and Lewis)
County Rural 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)
facilities, easements and other rights)
generally from Union Electric Company)
to Lewis County Rural Electric Cooperative.)

Case No. EM-2001-695

JOINT APPLICATION

COMES NOW, Union Electric Company d/b/a AmerenUE ("Company"), a Missouri corporation, and Lewis County Rural Electric Cooperative, Inc. ("Cooperative"), hereinafter referred to collectively as "Applicants," and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Sections 393.106, 393.190, and 394.315 RSMo., for an order: (1) approving a change in supplier for approximately 550 structures in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger from Company to Cooperative; and (2) authorizing the sale, transfer, and assignment of certain electric distribution facilities, easements, and other rights generally constituting Company's electric utility business associated with said structures (hereinafter, collectively referred to as "the Assets").

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 63103-6149. Company is engaged in providing electric and gas service in

portions of Missouri as a public utility under the jurisdiction of the Commission, including Clark, Knox and Lewis Counties. Company is also engaged in providing electric and gas service in portions of Illinois. 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 corporation organized and existing under the laws of the state of Missouri and has its principal office at Junction 6 & 16, P.O. Box 68, Lewistown, Missouri 63452-0068. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Lewis, Clark, Shelby, Knox, Adair, Schulyer, Scotland, and Marion counties, Missouri. Certified copies of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission. (See Case No. EO-2000-630).

2. **Correspondence and Communication.** Correspondence, communications, orders and decision in regard to this Application should be directed to:

For AmerenUE
Mr. William B. Bobnar
Attorney
Union Electric Company
1901 Chouteau Avenue
P.O. Box 149 (MC 1310)
St. Louis, MO 63166-6149
314-554-3148
314-554-4014 (fax)

For Cooperative
Mr. Victor S. Scott
Andereck, Evans, Milne, Peace
& Johnson L.L.C.
700 E. Capitol Ave.
P.O. Box 1436
Jefferson City, MO 65102-1436
573-634-3422
573-634-7822 (fax)

Mr. Ron Loesch
District Manager
Union Electric Company
P.O. Box 38
Mexico, MO 65265

Mr. Mitchell Keel
Manager
Lewis County Rural Electric
Cooperative
Jct 6 & 16, P.O. Box 68
Lewistown, MO 63452

3. **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, incorporated by reference and made a part hereof for all purposes, Company will sell, convey, and assign to Cooperative, and Cooperative will purchase from Company, the electrical distribution facilities (excluding revenue meters), easements, and other rights, all as more particularly described in the Contract, that generally constitute Company's entire franchise, works, and system necessary or useful in the performance of Company's duties to provide retail electric service to the approximately 550 structures in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger, which are owned or occupied by the customers listed in Exhibit A of Exhibit 1.

4. **Transfer of Structures from Company to Cooperative.** Company currently supplies retail electric energy through permanent facilities to the structures that are owned or occupied by the customers listed in Exhibit A of Exhibit 1. Applicants seek an order of the Commission approving a change in supplier as to these structures from Company to Cooperative. Specifically, Applicants are requesting to transfer from Company to Cooperative approximately 550 structures in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger, their related electric service accounts, municipal street lighting facilities (if any), and related primary and secondary distribution facilities.

5. **Existing Territorial Agreement.** Company and Cooperative entered into a Territorial Agreement for the exclusive service areas in all or portions of Adair, Clark, Knox, Lewis, Marion, Schuyler, Scotland, and Shelby Counties (the "Territorial Agreement.") The Territorial Agreement has been approved by the Commission in Report and Order dated August 1, 2000, in Case No. EO-2000-630. All structures to be transferred from Company to Cooperative under the Contract are located in areas that have been designated exclusive service areas of the Cooperative in the Territorial Agreement.

6. **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 2, incorporated by reference and made a part hereof for all purposes.

7. **Tax Impact Statement.** A statement filed pursuant to Section 393.190 RSMo. and 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 3, incorporated by reference and made a part hereof for all purposes.

8. **Transfer of Structures from Company to Cooperative is in the Public Interest.** Applicants feel that it is in the public interest to transfer the structures that are owned or occupied by the customers listed in Exhibit A of Exhibit 2 and their associated electric service facilities and accounts from Company to Cooperative at this time. The structures to be transferred are deep within the historical service territory of Cooperative and are remote from the service centers of Company. Since all structures to be transferred from Company to Cooperative pursuant to the Contract are located in areas that have been designated exclusive service areas of the Cooperative in the Territorial Agreement, Company cannot serve new customers in these

areas. The Cooperative plans to utilize facilities received from Company to serve new members. This exchange will reduce the amount of duplication of facilities in the affected areas.

The polemiles per customer is very low compared to the Company average and very high compared to the Cooperative average. Thus, both groups of ratepayers will benefit from this change. Company will also be removing from service several relatively old substations which otherwise would have needed rehabilitation and/or other capital outlays.

The transfer of these areas would also improve the reliability of electric service. The cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger are presently served from Company's system via relatively long, radial distribution lines. Cooperative has facilities in the vicinity that can serve these areas. After the transfer of customers and facilities, Cooperative will connect the transferred facilities into its system. After the transfer, service from Cooperative to these cities will be "looped," increasing its reliability. The resulting system operated by Company will all be "looped," with one exception, and will have additional spare capacity to facilitate remote operation and outage restoration via the "loops." In the past, Company has received letters from many of the above municipalities complaining about the quality of electric service. Copies of these letters are attached as Exhibit 4, incorporated by reference and made a part hereof for all purposes. Some of these letters actually inquire about transferring service from Company to Cooperative.

Because Cooperative has extensive facilities in these areas, the transfer of the facilities from Company to Cooperative is extremely simple. The customer's meters will be final read by Company, the facilities will be disconnected from the Company's system and connected to that of Cooperative, and Company's meters will be replaced and returned. After the transfer,

Company and Cooperative will be able to provide service to all of the affected customers more efficiently and, in some cases, more reliably than Company can with its existing facilities.

9. **Impact of Sale on Company.** The sale price for the facilities transferred to Cooperative in accordance with the terms of the Contract is seven hundred thousand dollars (\$700,000.00). Company has analyzed this transaction using its EVA EVALUATE program, version 2000.02. The output from the EVA EVALUATE program, along with a description of key inputs, is attached as Exhibit 5, incorporated by reference and made a part hereof for all purposes. The results of EVA EVALUATE show a positive benefit to Company during the first five (5) years after the transfer of the facilities and customers without crediting any benefit attributable to generation savings, which is Company's internal acceptance criteria for entering into a transaction of this type. A complete inventory of the facilities transferred to Cooperative, in accordance with the terms of the Contract, is attached as Exhibit B of Exhibit 1.

10. **Right to Serve.** Cooperative has statutory authority to serve the customers transferred to it pursuant to the Contract. Since all structures to be transferred from Company to Cooperative pursuant to the Contract are located in areas that have been designated the exclusive service area of the Cooperative in the Territorial Agreement, this exchange does not violate the terms of that Agreement. Company presently has a Certificate of Convenience and Necessity to serve its customers in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger.

11. **Illustrative Tariffs.** When the Contract is implemented, Company will no longer serve customers in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger, areas designated as exclusive service areas of the Cooperative in the Territorial Agreement. Revised Tariffs, showing the necessary changes to Company's service

area to reflect the Territorial Agreement, were approved by Commission Order dated September 14, 2000. Therefore, Company's service area, as reflected in its tariffs, does not need to be further revised.

12. **Customer Notification.** A list of all customers of Company whose utility service would be transferred to Cooperative is listed on Exhibit A of Exhibit 1. These customers were notified of this proposed transfer from Company to Cooperative on or about March 8, 2001. Joint informational meetings were held on March 21, 2001, at the American Legion Hall in Novelty; March 22, 2001, at the Arbela Methodist Church in Arbela; and on March 23, 2001, at the Monticello Methodist Church in Monticello to answer questions the customers might have regarding the proposed transfer. The Commission Staff and Office of the Public Counsel received invitations to attend the informational meeting. Exhibit 6 is a copy of a typical customer notification letter and letters informing the Commission Staff and Office of the Public Counsel of the informational meetings. A total of sixty-six (66) customers attended the informational meetings or contacted either Company or Cooperative concerning the proposed transfer. No member of the Staff of the Office of the Public Counsel attended the meetings. During the meetings, representatives of Company and Cooperative answered questions raised by the customers.

13. **Customers in Ewing and Newark Not Transferred.** As originally contemplated by the Applicants, approximately three hundred thirty (330) customers of Company in and around Ewing and Newark would have been transferred to Cooperative. Approximately twenty-three (23) customers in and around Ewing attended the customer meetings or contacted the Applicants regarding the proposed transfer. Fourteen (14) were not in favor of the transfer. Approximately seven (7) customers in and around Newark attended the customer meetings or

contacted the Applicants regarding the proposed transfer. Three (3) were not in favor of the transfer. This response was in contrast to customers from the other areas who supported the proposed agreement. On May 5, 2001, the Applicants again contacted the AmerenUE Ewing customers requesting their position on the proposed transfer. As a result of customer feedback, the Applicants decided not to transfer customers in the Ewing and Newark areas. Thus, the Contract, for which the Applicants are requesting Commission approval, does not transfer customers in and around Ewing or Newark.

14. **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, transfer, and assign to Cooperative the Assets, as more particularly described in the Contract, which is attached as Exhibit 1 hereto;

(2) approving a change in supplier for approximately 550^{raf} structures in and around the Cities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger;

(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

(4) granting such other relief as deemed necessary to accomplish the purposes of this Joint Application and to consummate the sale, transfer, and assignment of the Assets and related transactions.

Respectfully submitted,


AMEREN SERVICES COMPANY

By 

William B. Bobnar
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ATTORNEY FOR UNION
ELECTRIC COMPANY
d/b/a AmerenUE

ANDERECK, EVANS, MILNE, PEACE
& JOHNSON L.L.C.

By 

Victor S. Scott
MBEN 42963
700 East Capital
P.O. Box 1438
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vscott@aepmb.com

ATTORNEY FOR LEWIS COUNTY
RURAL RLECTRIC COOPERATIVE

Exhibit 1

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

EXHIBITS TO JOINT APPLICATION

Exhibit

1. Contract for Purchase and Sale of Distribution Facilities
2. Company Board of Directors' Resolution
3. Tax Impact Statement
4. Customer Letters
5. EVA Evaluate Analysis
6. Customer Notification Letters

FILED²

JUN 15 2001

Missouri Public
Service Commission

CONTRACT FOR

PURCHASE AND SALE

OF DISTRIBUTION FACILITIES

between

UNION ELECTRIC COMPANY

and

LEWIS COUNTY RURAL ELECTRIC COOPERATIVE

CONTRACT FOR PURCHASE

AND SALE

OF DISTRIBUTION FACILITIES

THIS AGREEMENT ("Agreement") made and entered into the 14th day of June, 2001, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE, a Missouri corporation, (hereinafter referred to as "Seller") and the LEWIS COUNTY RURAL ELECTRIC COOPERATIVE, a Missouri corporation, (hereinafter referred to as "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, Clark, Shelby, Knox, Adair, Scotland and Marion Counties.
- B. Seller and Buyer entered into a Territorial Agreement for the exclusive service areas in all or portions of Adair, Clark, Knox, Lewis, Marion, Schuyler, Scotland, and Shelby Counties (the "Territorial Agreement"). The Territorial Agreement has been approved by the Missouri Public Service Commission ("Commission") in Report and Order dated August 1, 2000, in Case No. EO-2000-630.
- C. Seller now serves certain customers, which are identified in Exhibit A attached hereto, that are located in Buyer's "Exclusive Service Area" as set out in the Territorial Agreement and the parties agree that these customers would be more reliably served by Buyer and thus benefit public interest.
- D. Seller presently owns and operates certain 34.5 and 12 kV distribution facilities and related secondary and service facilities (hereinafter referred to as the "Facilities"), which are more particularly described in Exhibit B attached hereto.

- E. The Facilities are situated upon right-of-way and easements through grant (hereinafter, referred to as "Easements"), all of which are described in the Schedules attached to this Agreement.
- F. Except for those Facilities expressly excluded on Exhibit C attached hereto, Seller desires to sell and to transfer the Assets (collectively, the "Facilities" and "Easements") and to assign, to the extent that it may legally and contractually do so, its rights under the Easements related to the Facilities to Buyer, 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 **AGREEMENT DEFINED**

The term "Agreement" shall mean this Agreement in its entirety, which is comprised of the following:

1. All written modifications and amendments to this Agreement.
2. This Agreement executed by Buyer and Seller.
3. Exhibit A List of Structures and Customers to Be Transferred to Lewis County Rural Electric Cooperative.
4. Exhibit B Union Electric Company Facilities to Be Purchased by Lewis County Rural Electric Cooperative.
5. Exhibit C Union Electric Company Facilities Not to Be Purchased by Lewis County Rural Electric Cooperative.
6. Schedule of Easements.

All Exhibits and Schedules referenced herein are hereby incorporated by reference into the Agreement, as if fully set out verbatim. The documents making up this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with electric power industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the documents making up this Agreement, the documents shall take precedence in the order in which they are listed above.

ARTICLE II **PURCHASE PRICE**

- A. **Agreement to Sell and to Purchase.** Seller hereby agrees to sell and to transfer to Buyer, and Buyer hereby agrees to purchase and to accept from Seller, all of Seller's Facilities as set forth and described on Exhibit B and all rights, privileges and obligations pursuant to Easements and associated with said Facilities, except for those items that are listed on Exhibit C, which are thereby expressly excluded, excepted and/or reserved.
- B. **Purchase Price.** In consideration for the Assets, Buyer shall pay to Seller Seven Hundred Thousand U.S. Dollars (\$700,000.00) (hereinafter "Purchase Price"). Buyer shall pay the Purchase Price by wire transfer to an account designated by Seller, in writing, prior to the closing date, without deduction for bank-related fees or service charges, on the Closing Date.

ARTICLE III **CONDITIONS**

- A. **Effective Date.** This Agreement shall be effective as of the effective date of the order of the Commission approving this Agreement.
- B. **Overall Conditions.** Except as otherwise provided herein, the Agreement is contingent upon all of the following having occurred no later than December 31, 2001. Said date may be extended by written agreement, 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 Missouri Public Service Commission ("Commission"): (i) approving the Agreement, (ii) authorizing the sale of the Assets, and (iii) authorizing a change in supplier for 550 structures, more or less, within and around the communities of Durham, Maywood, Novelty, Monticello, Medill, Arbela, and Granger.
2. Approval of the Board of Directors of Seller.
3. Approval of the Board of Directors of Buyer.
4. Approval by the Security and Exchange Commission, if required.

ARTICLE IV **TAXES**

- A. **Taxes Upon Transfer.** Seller shall be responsible for transfer taxes prior to the transfer of the Assets to Buyer hereunder. Buyer shall be responsible for transfer taxes coincident with and subsequent to the transfer of the Assets 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. **Other Taxes.** Seller shall be responsible for paying all license, gross receipts, and franchise taxes owed to the appropriate governmental agency on service to a customer until said customer is transferred to Buyer's facilities. Buyer shall be responsible for paying all such taxes thereafter.
- D. **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
CLOSING AND TRANSFER OF FACILITIES AND CUSTOMERS

- A. **Closing.** Closing shall be on a business day no later than three hundred and sixty-five (365) days after the effective date of the Commission's order approving the Agreement ("Closing Date") and at such time and place as the parties mutually agree. If no agreement is reached, the closing shall be on the last business day before expiration of said 365 day period during business hours at a location of which Seller gives Buyer advanced notice.
- B. **Title and Risk of Loss:** Title and risk of loss shall pass on the Closing Date.
- C. **Duties.** At closing, Seller shall (i) deliver the documents of title, including a Bill of Sale to the Facilities; (ii) deliver the assignment agreements and consents thereto, where applicable, for the Easements; and (iii) deliver the release Facilities and the Easements from all liens created by Seller which are of a definite or ascertainable amount which may be removed by the payment of money, including the lien of its indenture of Mortgage and Deed of Trust, dated June 15, 1937, as amended and supplemented ("Seller's Mortgage"), and shall have made a good faith effort to release the Easements from all such liens. Notwithstanding the foregoing, Seller shall have no obligation to release the following liens and encumbrances: (1) private and public utility and drainage easements; (2) rights-of-way for roads, alleys, streets, and highways; (3) zoning regulations; and (4) building, lines and use or occupancy restrictions, conditions and covenants. At or before closing, Buyer shall wire transfer to the account of Seller the Purchase Price.
- D. **Recording Fees.** Each party shall bear the costs for recording fees for the instruments that it desires to record.
- E. **Time and Method of Transfer of Facilities.** Seller shall transfer all Facilities listed in Exhibit B to Buyer on the date of closing by a Bill of Sale, without regard to whether the line is energized by the Buyer's system.

- F. **Possession.** Buyer shall have the right of possession of the Facilities (excluding those items as identified in Exhibit C) and Easements upon transfer of the Facilities and Easements on the date of closing.
- G. **Customers.** The Customers to be transferred are located in, within, and around the communities of Durham, Maywood, Novelty, Monticello, Medill, Arbela and Granger; (collectively, the "Designated Areas"). The Customers shall be transferred simultaneously with the physical removal of their associated Facilities from Seller's system and subsequent connection to Buyer's system by Designated Area in accordance with the procedure set forth in Article V of this Agreement. Seller shall also issue to each customer served by the facilities sold pursuant to this Agreement, a final bill, reduced by any applicable deposit.
- H. **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.
- I. **Time and Method of Transfers of Easements.** Seller shall transfer all Easements associated with a Designated Area to Buyer on the date of closing by executing an Assignment of Easements. Seller shall cooperate with Buyer to obtain the consent for such transfer from the granting party, if required.
- J. **Final Bill.** Seller shall read the Customer's meter and provide a final bill to them for service received. Security deposits and accrued interest existing at the time of transfer shall be credited to the customer on the final bill. If Seller does not receive payment of the final bill within sixty (60) days of the date of its remittance, it may identify the Buyer as its agent to collect the accounts receivable. The Buyer agrees to take all actions as may be necessary to collect the final bill including, but not limited to, the disconnection of service. Any payments on said accounts received by the Buyer shall be remitted promptly to Seller.

ARTICLE VI
INTERIM OPERATIONS

- A. **Responsibilities of Buyer and Seller.** After the closing and until the customers are physically removed from Seller's system and connected to Buyer's system (hereinafter the "Interim Period"), Seller will continue to provide maintenance of the Facilities, electricity, read meters and bill the customers. Upon connection to Buyer's system, the Buyer shall take over these responsibilities. Seller and Buyer agree to cooperate during this transition period in order to minimize any adverse impact on the customers.
- B. **Emergency Calls.** Seller shall respond to emergency service calls during the Interim Period. Thereafter, Buyer shall respond to all emergency service calls.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

- A. **Seller.** Seller represents and warrants to Buyer and agrees with Buyer as follows:
1. **Title.** Seller warrants to Buyer that 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. **Licenses, Permits and Approvals.** Seller will have applied for and/or obtained in due time before the Closing hereunder all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Seller's performance of its obligations hereunder.
 3. **Fitness of Property.** The Facilities sold and transferred pursuant to this Agreement are sold by Seller and purchased by Buyer "AS 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. In no event shall Seller be liable for any damages, including, but not limited to, special, direct, indirect or consequential damages arising out of, or in connection with, the use or performance of the Facilities. 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/or obtained in due time before the Closing hereunder, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Seller's performance of its obligations hereunder.

ARTICLE VIII **RECORDS**

Seller shall give to Buyer, Buyer's accountants, counsel and other representatives, during normal business hours from the date hereof to the Closing Date, access to books, records, contracts and commitments of Seller related to this transaction and shall furnish Buyer during such period with information concerning the Seller's affairs as Buyer may reasonably request with respect to the various transactions contemplated hereby. In the event that after closing any controversy or claim by or against either party arises out of this transaction or the subject matter hereof, either party shall make available to the other, copies of such relevant records as may reasonably be requested pertaining thereto.

ARTICLE IX
FITNESS OF PROPERTY

Seller shall repair and maintain the Facilities in good state of repair through the date of closing, 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 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 restoration of such Facilities. In the event that Buyer and Seller cannot agree upon terms for the repair and restoration of such Facilities, either party shall have the option of canceling this Agreement. If any portion of the Facilities, Easements or Contractual Arrangements is taken through condemnation, during the period between execution of this Agreement and the closing, Buyer shall be entitled to the condemnation award(s).

ARTICLE X
INDEMNITY AND RELEASE

A. Buyer's Environmental Indemnification and Release.

1. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, or against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney's fees, in any way connected with any injury to any person or damage to any property (including cost of studies, surveys, clean-up and any other environmental claim expenses) which arise out of the condition, operation or use of the Facilities or Easements or any loss occasioned in any way by hazardous substances (as defined under any Federal or Missouri law) on the property or by the negligent or intentional activities of Buyer during or after Buyer's acquisition of the property. This indemnity specifically includes the direct obligation of Buyer to perform any remedial or other activities required, ordered, recommended or requested by any agency, government official or third party, or otherwise necessary to avoid injury or liability to any person, or to prevent the spread of

pollution, however it came to be located on the property (hereinafter, the "Remedial Work").

2. After the closing and without limiting its obligations under any other paragraph of this Agreement, Buyer shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the premises. The responsibility conferred under this paragraph includes, but is not limited to, responding to such orders on behalf of Seller and defending against any assertion of Seller's financial responsibility or individual duty to perform under such orders. Buyer shall assume, pursuant to paragraph (1) above, any liabilities or responsibilities which are assessed against Seller in any action described under this paragraph (2).
3. Buyer hereby waives, releases and discharges forever Seller from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, known and unknown, arising out of or in any way connected with the condition, operation or use of the Facilities, Easements or Contractual Arrangements, any condition of environmental contamination on the property, and/or the existence of hazardous substances (as defined under Federal or Missouri law) in any state on the property, however they came to be placed there during or after Buyer's acquisition of property.

B. Indemnity and Release -- Interim Period. The parties intend that during the Interim Period, the Buyer shall assume the risks of loss and all liability with respect to the Facilities. Accordingly:

1. For any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney's fees, and liabilities, whether known or unknown, which Buyer had, now has, or may claim to have, arising out of the loss of or damage to any of the Facilities during the Interim Period and caused by Buyer, its employees

or agents and/or Seller and its employees or agents, Buyer does hereby release, acquit, and forever discharge Seller, its parent corporation and the directors, officers, employees, attorneys, and agents of Seller.

2. Buyer shall indemnify and hold harmless Seller, the directors, officers, employees, attorneys, and agents of Seller from and against all liabilities, costs and expenses including, without limitation, reasonable attorney's fees, incurred by Seller by reason of any injury to or death of any employee of Seller, employee of Buyer, or third party; or damage to the property of any employee of Seller, employee of Buyer or third party arising out of or involving Seller's and Buyer's maintenance and operation during the Interim Period. The foregoing release and indemnity shall apply irrespective of whether said loss, damage, personal injury, or death **WAS ALLEGEDLY CAUSED BY THE FACILITIES OR THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES.** For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party.

C. **Indemnity and Release – Prior to Closing.** The parties desire to permit Buyer to have access to the Facilities prior to closing to aid in the transfer of the Facilities. The parties also agree that Buyer shall assume the risks of loss and liability with respect to the Facilities due to Buyer's access and use of the Facilities prior to closing. Accordingly:

1. Seller hereby gives Buyer permission to access and use the Facilities as required to assist Buyer in planning and implementing the transfer of the Facilities contemplated by this Agreement
2. Buyer hereby agrees to reimburse Seller, for any loss of or damage to any of the Facilities caused by Buyer's access and use prior to closing.
3. Buyer shall indemnify and hold harmless Seller, the directors, officers, employees, attorneys, and agents of Seller from and against all liabilities, costs and expenses including, without limitation, reasonable attorney's fees, incurred by Seller by

reason of any injury to or death of any employee of Seller, employee of Buyer, or third party; or damage to the property of any employee of Seller, employee of Buyer or third party arising out of or involving Buyer's access or use of the Facilities prior to closing. The foregoing release and indemnity shall apply irrespective of whether said loss, damage, personal injury, or death **WAS ALLEGEDLY CAUSED BY THE FACILITIES OR THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES.** For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party.

- D. **Estoppel.** The foregoing provisions of this Article may be plead as a full and complete defense to, and may be used as a basis for, enjoining any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of the foregoing provisions, except for an action based on a breach of this Agreement

ARTICLE XI **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 ELECTRIC COOPERATIVE
Attention: Mitchell Keel
General Manager
Jct. 6 & 16, P.O. 68
Lewistown, Missouri 63452
Phone: 573-497-2281
Fax: 573-497-2221

If to Seller:

UNION ELECTRIC COMPANY

Mr. William J. Carr

Vice President

AmerenUE

One Ameren Plaza

P. O. Box 66149

St. Louis, Missouri 63166-6149

Telephone: 314-554-3990

Fax: 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 it is addressed.

ARTICLE XII
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 XIII
TERMINATION

- A. **Termination.** If this Agreement is not approved by the Commission by December 31, 2001 (hereinafter the "Approval Date"), then both parties shall file with the Commission a notice terminating the Territorial Agreement in form and content as required by the Territorial Agreement. In addition, both parties shall take all actions necessary under 4 CSR 240-2.116 to dismiss the Joint application for approval of this Agreement from consideration by the Commission, if required. Each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided in this Agreement, and neither party shall have any liability or further obligation to the other party to this Agreement. Prior to the expiration of the Approval Date, the parties may mutually extend the Approval Date, provided such extension is in writing and signed by both parties.
- B. Either party may cancel this Agreement prior to closing for any reason. In the event a party cancels this Agreement pursuant to this section and the Agreement's approval by the Commission is pending, both parties shall take all actions necessary under 4 CSR 240-2.116 to dismiss the Joint Application for approval of this Agreement from consideration by the Commission. In the event a party cancels this Agreement pursuant to this section and the Agreement has been approved by the Commission, both parties shall file with the Commission a written notice signed by both parties indicating they are terminating the Agreement. Each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided as provided in this Agreement, and neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE XIV
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 and signed by both Parties. Except for written agreements that change the dates set forth in Section III.B and Section XIII.A, no modification, amendment, deletion or other change in this Agreement shall be effective for any purpose, unless it is 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. Seller shall make a good faith effort to file by July 1, 2001, for the approvals of this sale referred to herein. 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.** 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. All representations and warranties, and rights and duties hereunder, except for those that are fully executed at the closing, shall survive the closing.
- 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. **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.

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: William J. Jones

Title: Vice President

ATTEST:

By: SL Waters

Title: ASST. SECRETARY

BUYER:

LEWIS COUNTY RURAL ELECTRIC
COOPERATIVE

By: Grover A. Gamm

Title: President



ATTEST:

By: Larry L. Clark

Title: Sec. Secretary

ATTACHMENTS TO AGREEMENT

Exhibits

- | | |
|-----------|--|
| Exhibit A | List of Structures and Customers to Be Transferred to Lewis County Rural Electric Cooperative |
| Exhibit B | Union Electric Company Facilities to Be Purchased by Lewis County Rural Electric Cooperative |
| Exhibit C | Union Electric Company Facilities Not to Be Purchased by Lewis County Rural Electric Cooperative |

Schedules

Schedule of Easements

EXHIBIT A

**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO
LEWIS COUNTY RURAL ELECTRIC COOPERATIVE**

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
436511800200	Arbela Wood Products	Arbela, MO 63432	43	48,450
436511800302	Brad C. Wittstock	Arbela, MO 63432	43	0
436511800302	Brad C. Wittstock	Arbela, MO 63432	43	0
436511800400	Burdette Kice	Arbela, MO 63432	43	1,851
436511800450	Arbela Trading Post, Inc.	Arbela, MO 63432	43	1,379
436511800500	Arbela US Post Office	Arbela, MO 63432	43	5,083
436511801250	Arbela Baptist Church	Arbela, MO 63432	43	2,363
436511801350	Arbela United Methodist	Arbela, MO 63432	43	3,300
436511801900	NEMO Rural Telephone Co	Arbela, MO 63432	43	40,849
436511801950	Village of Arbela	Arbela, MO 63432	43	174
436511800100	Danny J. Bowen	Arbela, MO 63432	01	9,243
436511800250	Alva Howell	Arbela, MO 63432	01	3,044
436511800350	Teresa L. Norton	Arbela, MO 63432	01	3,921
436511800550	Jean Davis	Arbela, MO 63432	01	108
436511800601	Larry & Wanda Remley	Arbela, MO 63432	01	53
436511800650	Charles W. Wiley	Arbela, MO 63432	01	2,831
436511800800	Irene Hyde	Arbela, MO 63432	01	3,121
436511800850	Tom E. O'Donnell	Arbela, MO 63432	01	17,770
436511800950	Charles W. Wiley	Arbela, MO 63432	01	10,752
436511801002	Delmar Kice	Arbela, MO 63432	01	0
436511801050	Jerry W. Brookhart	Arbela, MO 63432	01	5,440
436511801101	Jared D Holt	Arbela, MO 63432	01	5,657
436511801150	Karen J. Simpson	Arbela, MO 63432	01	10,153
436511801200	Hazel Cordle	Arbela, MO 63432	01	1,123
436511801300	Harry Eugene Bair	Arbela, MO 63432	01	12,332
436511801360	Charles W. Wiley	Arbela, MO 63432	01	155
436511801400	Calvin Kraus	Arbela, MO 63432	01	7,178
436511801450	Sandra Kraus	Arbela, MO 63432	01	4,652
436511801500	Gordon J. Wiley	Arbela, MO 63432	01	15,882
436511801550	Marquerite McLeland	Arbela, MO 63432	01	4,925
436511801600	Richard Stevenson	Arbela, MO 63432	01	13,699
436511801700	Virgil D. Johnson	Arbela, MO 63432	01	11,031
436511801750	Mounty Mathis	Arbela, MO 63432	01	6,446
436511801800	Rhonda K. Elenbaas	Arbela, MO 63432	01	8,350

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
436511802000	Meyer Landscaping	Arbela, MO 63432	01	2,454
436511802210	Christi Wiley	Arbela, MO 63432	01	2,772
436511802300	Carol L Parrott	Arbela, MO 63432	01	13,600
436511802350	Brad C. Wittstock	Arbela, MO 63432	01	618
436511802400	Dennis & Brenda Giberson	Arbela, MO 63432	01	6,272
406502301960	Leon Godman	Durham, MO 63438	43	1,441
406502302250	Heet Gas Co.	Durham, MO 63438	43	9
406502303360	Lewis Co. Water District	Durham, MO 63438	43	1,604
406502303370	Durham Community Center	Durham, MO 63438	43	1,169
406502303500	Durham Community Center	Durham, MO 63438	43	633
406502303510	Durham Community Center	Durham, MO 63438	43	3,767
406502303600	Durham Community Center	Durham, MO 63438	43	860
406502303850	Howard E Garner	Durham, MO 63438	43	4,092
406502303900	Mark Twain Rural Tel. Co.	Durham, MO 63438	43	23,060
406502304102	Roland G Friedlein	Durham, MO 63438	43	7,905
406502304800	Catron Machine & Welding	Durham, MO 63438	43	16,104
406502305011	James N I Coan	Durham, MO 63438	43	748
406502300260	Mike J. Perry, Jr.	Durham, MO 63438	43	977
406502301160	Mark Twain Rural Tel. Co.	Durham, MO 63438	43	2,501
406502300207	Tim Dickerson	Durham, MO 63438	01	7,556
406502300251	Mike J. Perry, Jr.	Durham, MO 63438	01	12,359
406502300505	Marie Rottman	Durham, MO 63438	01	23,826
406502300552	Louie Cannady	Durham, MO 63438	01	4,683
406502300601	James M Zuspann	Durham, MO 63438	01	1,102
406502301201	Kevin Baker	Durham, MO 63438	01	7,000
406502301310	Randall Murphy	Durham, MO 63438	01	3,065
406502301450	David Alderton	Durham, MO 63438	01	2,853
406502301500	Russell Bringer	Durham, MO 63438	01	11,790
406502301606	Melissa Pape	Durham, MO 63438	01	4,862
406502301700	William McReynolds	Durham, MO 63438	01	9,907
406502301800	Howard L Spratt	Durham, MO 63438	01	10,021
406502301850	Ken Standbridge	Durham, MO 63438	01	18,797
406502301950	Leon Godman	Durham, MO 63438	01	9,091
406502302000	Mary Lee Spratt	Durham, MO 63438	01	5,701

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
406502302057	Kristopher Easley	Durham, MO 63438	01	5,415
406502302209	Tammy Symmonds	Durham, MO 63438	01	5,873
406502302310	Charles Temple	Durham, MO 63438	01	16,782
406502302357	Harold Bowen	Durham, MO 63438	01	5,035
406502302503	Durham Baptist Parsonage	Durham, MO 63438	01	7,720
406502302553	Penny S Gordon	Durham, MO 63438	01	7,952
406502302651	Roger Standbridge	Durham, MO 63438	01	4,252
406502302701	Marvin D Yancey	Durham, MO 63438	01	18,250
406502302752	Bryan Gosney	Durham, MO 63438	01	9,504
406502302752	Brian Gosney	Durham, MO 63438	01	9,504
406502302800	Oren Gosney	Durham, MO 63438	01	11,093
406502302900	Dene Cludray	Durham, MO 63438	01	10,672
406502302951	Rosemary M Carlin	Durham, MO 63438	01	19,132
406502303004	Patricia L McKim	Durham, MO 63438	01	8,510
406502303052	James J Stovall	Durham, MO 63438	01	12,216
406502303153	John Waterman	Durham, MO 63438	01	10,201
406502303204	Jack R Suter	Durham, MO 63438	01	18,066
406502303258	Susan A Garner	Durham, MO 63438	01	4,974
406502303350	Herbert Lair	Durham, MO 63438	01	10,565
406502303450	Lindsey L Griffin	Durham, MO 63438	01	9,725
406502303543	Patricia S Ahern	Durham, MO 63438	01	9,722
406502303543	Patricia S Ahern	Durham, MO 63438	01	9,722
406502303656	Lori Stewart	Durham, MO 63438	01	9,375
406502303700	Arthur L. Catron, Jr.	Durham, MO 63438	01	14,085
406502303730	Peggy S Walker	Durham, MO 63438	01	5,856
406502303730	Peggy S Walker	Durham, MO 63438	01	5,856
406502303751	Dustin Tournear	Durham, MO 63438	01	10,535
406502303800	Howard E Garner	Durham, MO 63438	01	1,188
406502304050	Howard E Garner	Durham, MO 63438	01	9,448
406502304201	Paul L Sparks	Durham, MO 63438	01	30,662
406502304210	Steve Brumbaugh	Durham, MO 63438	01	10,904
406502304350	Delbert Hoteling	Durham, MO 63438	01	11,288
406502304407	Lori D Greusel	Durham, MO 63438	01	11,528
406502304451	Donald R Baker	Durham, MO 63438	01	12,352

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
406502304604	Brenda Johnston	Durham, MO 63438	01	7,377
406502304610	Ira E Kackley	Durham, MO 63438	01	2,375
406502304702	Nathan Dickerson	Durham, MO 63438	01	10,831
406502304760	Barry Yarbrough	Durham, MO 63438	01	19,238
406502304858	Lisa L Anderson	Durham, MO 63438	01	18,164
406502304858	Lisa L Anderson	Durham, MO 63438	01	18,164
406502304902	Jamie Brennan	Durham, MO 63438	01	12,594
406502304952	Bruce L. Webster	Durham, MO 63438	01	0
406502305001	James N I Coan	Durham, MO 63438	01	8,128
406502305050	Ernie Yackley	Durham, MO 63438	01	10,115
406502305250	George Johnson	Durham, MO 63438	01	7,282
406502305300	Wade Lair	Durham, MO 63438	01	22,375
406502305351	Tania L Leckbee	Durham, MO 63438	01	6,910
406502305451	Vivian Kackley	Durham, MO 63438	01	4,967
406502305460	Herbert J Lair	Durham, MO 63438	01	9,258
406502305552	Kenneth C Baker	Durham, MO 63438	01	12,254
406502305562	Phillip W Baker	Durham, MO 63438	01	1,190
406502305600	Robert Wikowsky	Durham, MO 63438	01	10,306
406502300050	Edward Staggs	Durham, MO 63438	01	10,866
406502300100	Linda L Stutheit	Durham, MO 63438	01	7,017
406502300400	Theodore E Reichert	Durham, MO 63438	01	11,179
406502300651	William E O'Brien	Durham, MO 63438	01	18,004
406502300700	Ronnie Pierce	Durham, MO 63438	01	6,090
406502300750	Wayne Killebrew	Durham, MO 63438	01	6,704
406502300800	Kenneth W Gillespie	Durham, MO 63438	01	10,894
406502300850	C. H. Hudnut	Durham, MO 63438	01	109
406502300950	Randy Sutton	Durham, MO 63438	01	13,980
406502301001	Tom Doran	Durham, MO 63438	01	9,620
406502301051	Daneill L Abell	Durham, MO 63438	01	10,577
406502301100	Ron & Linda Eisenberg	Durham, MO 63438	01	10,557
406502301110	Ron & Linda Eisenberg	Durham, MO 63438	01	1,844
406502301153	Carla S Branham	Durham, MO 63438	01	13,933
406502301250	Kenneth C Baker	Durham, MO 63438	01	11,397
406502301300	Joseph E Davis	Durham, MO 63438	01	17,344

Sale Proposal

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
406512610500	Eldon L. Campbell	Edina, MO 63537	01	6,814
406512610550	Eldon L. Campbell	Edina, MO 63537	01	25,303
406512610600	Mary Taylor	Edina, MO 63537	01	15,293
466514605401	Karen Stone	Edina, MO 63537	01	10,465
466514606451	Jerry D Foreman	Edina, MO 63537	01	7,931
436513000300	Granger Union Church	Granger, MO 63442	43	28
436513000950	M. E. Church	Granger, MO 63442	43	1,419
436513001350	Shannans Pallet Mill, Inc.	Granger, MO 63442	43	121,020
436513001450	Noel Barker	Granger, MO 63442	43	2,892
436513002050	David Robinson	Granger, MO 63442	43	2,981
436513003000	Smith Garage	Granger, MO 63442	43	735
436513003050	Aaron L. Burr	Granger, MO 63442	43	5,192
436513003100	Aaron L. Burr	Granger, MO 63442	43	131,040
436513003610	Village of Granger	Granger, MO 63442	43	3,247
436513000050	James L. Woods	Granger, MO 63442	01	8
436513000100	Carl W. Wittstock	Granger, MO 63442	01	17,677
436513000150	Hollis Boyer	Granger, MO 63442	01	12,523
436513000200	Robert C. Moseley	Granger, MO 63442	01	21,889
436513000350	Albert Jones	Granger, MO 63442	01	2,385
436513000400	Robin D. Spurgeon	Granger, MO 63442	01	20,543
436513000500	Dean Spurgeon	Granger, MO 63442	01	16,048
436513000601	Devon Hope	Granger, MO 63442	01	4,163
436513000650	Terry Smith, Jr.	Granger, MO 63442	01	7,228
436513000800	Zola M. Byrn	Granger, MO 63442	01	28,033
436513000810	Terry S. Byers	Granger, MO 63442	01	9,221
436513001000	Mary E. Gonzales	Granger, MO 63442	01	2,652
436513001050	Olan J. Shadrick	Granger, MO 63442	01	13,528
436513001100	Frank Smith	Granger, MO 63442	01	7,872
436513001300	Danny Smith	Granger, MO 63442	01	15,330
436513001400	Dean Spurgeon	Granger, MO 63442	01	130
436513001600	O. P. Olson	Granger, MO 63442	01	2,381
436513001750	Richard L. Templeton	Granger, MO 63442	01	1,079
436513001800	Anna D. Templeton	Granger, MO 63442	01	8,283
436513001850	Loubelle R. Davis	Granger, MO 63442	01	6,302

Sale Proposal

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
436513001860	Roy Vanlandingham	Granger, MO 63442	01	5,483
436513002000	David Robinson	Granger, MO 63442	01	4,767
436513002100	Noel Barker	Granger, MO 63442	01	9,985
436513002110	Shane Shannon	Granger, MO 63442	01	31,535
436513002200	Terry Smith	Granger, MO 63442	01	0
436513002300	G. G. Evans	Granger, MO 63442	01	121
436513002350	Norman F Hines	Granger, MO 63442	01	210
436513002360	Curtis Hines	Granger, MO 63442	01	14,400
436513002500	Richard O'Brien	Granger, MO 63442	01	8,470
436513002550	Norman F Hines	Granger, MO 63442	01	1,088
436513002600	Norman F Hines	Granger, MO 63442	01	11,661
436513002650	Mark E. Holt	Granger, MO 63442	01	14,897
436513002754	Linda S Bell	Granger, MO 63442	01	1,396
436513002800	Linda S. Bell	Granger, MO 63442	01	7,209
436513002850	Tracy L. Miller	Granger, MO 63442	01	16,687
436513002860	Boyer Construction	Granger, MO 63442	01	1,731
436513002900	Dorothy M. Dressler	Granger, MO 63442	01	5,149
436513003200	Thomas Shannan	Granger, MO 63442	01	7,653
436513003250	Dean Spurgeon	Granger, MO 63442	01	14,998
436513003260	Destery Spurgeon	Granger, MO 63442	01	8,190
436513003300	Olan J. Shadrick	Granger, MO 63442	01	592
436513003350	L. Dewayne Holt	Granger, MO 63442	01	12,604
436513003460	Robert R Bennett	Granger, MO 63442	01	382
436513003502	Jerry H Yoder	Granger, MO 63442	01	8,229
456514300150	August Plenge	Kahoka, MO 63445	01	4,608
456514300900	Osa L. Clay	Kahoka, MO 63445	01	7,553
456514300952	Troy W Cochenour	Kahoka, MO 63445	01	4,696
456514301100	Bob E. Arnold	Kahoka, MO 63445	01	4,280
456514301201	Roger D. Watson	Kahoka, MO 63445	01	4,217
456514301250	Jesse W. Watson	Kahoka, MO 63445	01	7,061
456514301301	John B. Ralston	Kahoka, MO 63445	01	7,149
456514301700	Irene Gordy	Kahoka, MO 63445	01	6,159
456514301800	Shirley Butler	Kahoka, MO 63445	01	5,764
456514302551	Steven Krueger	Kahoka, MO 63445	01	7,689

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
456514302551	Steven Krueger	Kahoka, MO 63445	01	8,046
456514302600	Larry L. McColm	Kahoka, MO 63445	01	7,093
456514302901	Charles F. Krueger	Kahoka, MO 63445	01	25,889
456514304350	Milton N. Krueger	Kahoka, MO 63445	01	11,555
396503707160	Knox Co. Public Water	Knox City, MO 63446	43	334
476504400151	Larry K. Robertson	Lewistown, MO 63452	01	14,462
476504405100	James Cottrell	Lewistown, MO 63452	01	7,127
476504405850	Kenneth Hetzler	Lewistown, MO 63452	01	993
416504514000	Earl Kempke	Lewistown, MO 63452	01	36,263
406504200160	Mark Twain Rural Tel. Co.	Maywood, MO 63454	43	987
406504201200	Roger M Vans	Maywood, MO 63454	43	2,295
406504201450	Maywood US Post Office	Maywood, MO 63454	43	2,888
406504202401	Jane Kleemeyer	Maywood, MO 63454	43	5
406504202410	Maywood R-4 Fire Dept	Maywood, MO 63454	43	9,617
406504202450	Jane Kleemeyer	Maywood, MO 63454	43	2,239
406504202800	Maywood South Union	Maywood, MO 63454	43	9,292
406504200050	Darrell Eisenberg	Maywood, MO 63454	01	16,613
406504200102	John Betz	Maywood, MO 63454	01	21,668
406504200150	Bud Felter	Maywood, MO 63454	01	1
406504200201	Charles Mike Nell	Maywood, MO 63454	01	11,038
406504200300	Clayton Stark	Maywood, MO 63454	01	18,547
406504200353	M. L. Reid	Maywood, MO 63454	01	6,136
406504200400	Jack D Fountain	Maywood, MO 63454	01	10,199
406504200450	E. H. Kroencke	Maywood, MO 63454	01	4,715
406504200500	Ronald P. Dietrich	Maywood, MO 63454	01	14,192
406504200552	John N Carter	Maywood, MO 63454	01	9,396
406504200600	Eugene C. Bartz	Maywood, MO 63454	01	10,558
406504200651	Kenneth Hultz	Maywood, MO 63454	01	8,485
406504200750	Charles L Foutch	Maywood, MO 63454	01	6,446
406504200800	H. A. Shoop	Maywood, MO 63454	01	11,715
406504200852	Travis Mathis	Maywood, MO 63454	01	24,844
406504200900	Selmer Johnston	Maywood, MO 63454	01	5,473
406504200950	Richard H. Tallman	Maywood, MO 63454	01	31,160
406504201001	Theresa Allensworth	Maywood, MO 63454	01	5,430

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
406504201055	Jason D Powell	Maywood, MO 63454	01	13,156
406504201104	Debra Benedict	Maywood, MO 63454	01	10,534
406504201150	Randall R. Bennett	Maywood, MO 63454	01	15,269
406504201250	William Shaver	Maywood, MO 63454	01	5,852
406504201300	Ronald I. Rathbun	Maywood, MO 63454	01	4,646
406504201350	Steven Applegate	Maywood, MO 63454	01	8,951
406504201400	Patsy W. Geery	Maywood, MO 63454	01	6,814
406504201461	Paul Scifres	Maywood, MO 63454	01	11,268
406504201501	James W. Hines	Maywood, MO 63454	01	15,462
406504201550	Jerry Shoop	Maywood, MO 63454	01	12,263
406504201601	Ron L. Sly	Maywood, MO 63454	01	11,608
406504201653	Honey Hamm	Maywood, MO 63454	01	12,588
406504201700	Emmett Johnson, Jr.	Maywood, MO 63454	01	6,260
406504201751	William Johnston	Maywood, MO 63454	01	5,550
406504201800	Alvin Waughn	Maywood, MO 63454	01	12,486
406504202001	Eddie Reid	Maywood, MO 63454	01	8,029
406504202050	Edward L. Tate	Maywood, MO 63454	01	21,122
406504202100	Larry Schroder	Maywood, MO 63454	01	8,873
406504202150	H. L. Brocksmith	Maywood, MO 63454	01	4,254
406504202200	Lois J. Bennett	Maywood, MO 63454	01	11,810
406504202253	Nina V. Eisenberg	Maywood, MO 63454	01	8,856
406504202304	Billy Philpott	Maywood, MO 63454	01	18,448
406504202351	Tonya R. Pierce	Maywood, MO 63454	01	10,681
406504202559	Carla M. Fletcher	Maywood, MO 63454	01	11,871
406504202600	Earl Seals	Maywood, MO 63454	01	12,562
406504202651	Russell I. Brownell	Maywood, MO 63454	01	15,518
406504202860	Gerald Allensworth	Maywood, MO 63454	01	13,939
406504202904	Fern R Wallace	Maywood, MO 63454	01	7,668
406504202953	Jason & Kimberly Enke	Maywood, MO 63454	01	5,825
406504203001	Jeff Hess	Maywood, MO 63454	01	7,463
406504203051	Jamie Schroder	Maywood, MO 63454	01	7,152
406504203103	Andrew C. Fisher	Maywood, MO 63454	01	6,010
406504203153	James & Lisa Schroder	Maywood, MO 63454	01	14,694
406504203251	Wm. C. Edelmeier	Maywood, MO 63454	01	4,324

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
406504203302	Bill R Wagner	Maywood, MO 63454	01	12,595
406504203310	Ricky & Jody Seals	Maywood, MO 63454	01	10,691
406504203351	David & Linda Griesbaum	Maywood, MO 63454	01	13,480
406504203400	Forrest Griesbaum	Maywood, MO 63454	01	11,605
406504203450	Dorothy Stewart	Maywood, MO 63454	01	9,147
406504203501	Melissa Lay	Maywood, MO 63454	01	3,198
406504203608	Jason W Darnell	Maywood, MO 63454	01	4,704
406504203702	Merlin Eisenberg	Maywood, MO 63454	01	11,319
406504203710	Terry E. Eisenberg	Maywood, MO 63454	01	10,799
406504203750	Della E. Wilson	Maywood, MO 63454	01	6,830
406504203760	Kim D Wilson	Maywood, MO 63454	01	5,676
406504203801	Steve C. Long	Maywood, MO 63454	01	20,667
406504203900	Harold Griesbaum	Maywood, MO 63454	01	14,134
406504204002	A. J. Getz Farm	Maywood, MO 63454	01	11,297
406504204053	Daniel Johnston	Maywood, MO 63454	01	11,565
406504204150	Charles L. Foutch	Maywood, MO 63454	01	1,342
406504204301	Mike Schnitzer	Maywood, MO 63454	01	9,393
406504204403	Amy Hultz	Maywood, MO 63454	01	21,575
406504204500	Dale Eisenberg	Maywood, MO 63454	01	15,510
406504204550	Richard Tallman	Maywood, MO 63454	01	7,056
406504204600	John R. Bartz	Maywood, MO 63454	01	13,885
406504204610	Dale E. Smith	Maywood, MO 63454	01	10,935
406504204700	Mike Logsdon	Maywood, MO 63454	01	9,471
406504204750	Bennie L. Hines, Sr.	Maywood, MO 63454	01	10,623
406504204800	Robert L. Johnson	Maywood, MO 63454	01	24
406504204851	David Spillman	Maywood, MO 63454	01	10,887
406504204961	Judith L Kivett	Maywood, MO 63454	01	5,864
406504205000	Wayne Bartz	Maywood, MO 63454	01	18,422
406504201950	Gerald F. Hess	Maywood, MO 63454	01	8,369
456514300300	Heet Co. Inc.	Medill, MO 63445	43	369
456514300400	A T & S F RR Co.	Medill, MO 63445	43	845
456514300450	Ball Fertilizer	Medill, MO 63445	43	4
456514300550	A T & S F RR Co.	Medill, MO 63445	43	20,064
456514303557	Harold Hamner	Medill, MO 63445	43	2,177

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
456514304010	Doug Britton	Medill, MO 63445	43	17,042
456514304050	Santa Fe Railroad	Medill, MO 63445	43	4,665
456514304251	William Bash	Medill, MO 63445	43	2,472
456514300050	Bill H. Carroll	Medill, MO 63445	01	7,629
456514300100	Arney L. Carroll	Medill, MO 63445	01	8,062
456514300201	Arney L. Carroll	Medill, MO 63445	01	7,585
456514300250	Jerry D. Roberts	Medill, MO 63445	01	12,582
456514300603	Tammy L. Baker	Medill, MO 63445	01	22,355
456514300651	Louise M. Armstrong	Medill, MO 63445	01	1,857
456514300703	Matt & Denise Shannon	Medill, MO 63445	01	4,681
456514300752	Lawrence E. Edmondson	Medill, MO 63445	01	6,102
456514300800	Bill H. Carroll	Medill, MO 63445	01	9,383
456514301000	James C. Brotherton	Medill, MO 63445	01	10,735
456514301056	Curtis Jones	Medill, MO 63445	01	17,826
456514301110	Wayne N. Jones	Medill, MO 63445	01	8,132
456514301402	Chestina A Smith	Medill, MO 63445	01	11,994
456514301601	Mike A. Rainbolt	Medill, MO 63445	01	4,402
456514301610	Rex Bartels	Medill, MO 63445	01	228
456514301656	Jennifer Redding	Medill, MO 63445	01	7,135
456514301850	Kenny W. Butler	Medill, MO 63445	01	7,950
456514301900	John Malone	Medill, MO 63445	01	17,083
456514301951	Ed Anderson	Medill, MO 63445	01	11,314
456514301960	Ju'nior Anderson	Medill, MO 63445	01	8,012
456514302000	Wayne N. Jones	Medill, MO 63445	01	2,904
456514302051	Lavetta D. Clark	Medill, MO 63445	01	1
456514302100	Stanley Webster	Medill, MO 63445	01	12,125
456514302255	Malena L. Damon	Medill, MO 63445	01	15,444
456514302303	Herold V. Hamner	Medill, MO 63445	01	15,470
456514302406	Charles W. Miller, Sr.	Medill, MO 63445	01	10,737
456514302451	Ernest F. Stark	Medill, MO 63445	01	1,150
456514302502	Tom R. Moots	Medill, MO 63445	01	11,656
456514302658	Rosie J. Heimer	Medill, MO 63445	01	11,659
456514302660	Tina N. Edwards	Medill, MO 63445	01	5,188
456514302701	John Davis	Medill, MO 63445	01	9,121

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
456514302801	David L. Plenge	Medill, MO 63445	01	16,086
456514302851	Jeanne Garza	Medill, MO 63445	01	29,477
456514302950	David Denham	Medill, MO 63445	01	28,806
456514303000	Gerald L. Denham	Medill, MO 63445	01	12,010
456514303051	Eugene C. Denham	Medill, MO 63445	01	0
456514303101	Darrel Nance	Medill, MO 63445	01	12,226
456514303203	Jamie L Miller	Medill, MO 63445	01	8,816
456514303450	Billy J. Carroll	Medill, MO 63445	01	11,961
456514303460	Nancy J Carroll	Medill, MO 63445	01	244
456514303570	Lavetta D. Clark	Medill, MO 63445	01	5,123
456514303907	Tammy S. Clay	Medill, MO 63445	01	1,820
456514304150	William Bash	Medill, MO 63445	01	6,344
456514304200	John Lemaster	Medill, MO 63445	01	12,141
456514304400	Michael McColm	Medill, MO 63445	01	6,292
456514301454	John R. Overhulser	Medill, MO 63445	01	10,416
456514304503	Jerry R. Thorn	Medill, MO 63445	01	10,508
476504400600	Humphrey Produce	Monticello, MO 63457	43	9,935
476504400650	State Highway Dept.	Monticello, MO 63457	43	16,313
476504400750	Lewis Co. Water District	Monticello, MO 63457	43	651
476504401300	Lewis Co. Highway Dept.	Monticello, MO 63457	43	15,644
476504401350	Alfred Hinton	Monticello, MO 63457	43	1,011
476504401500	Monticello Fire Dept.	Monticello, MO 63457	43	976
476504401550	Lewis County	Monticello, MO 63457	43	65,275
476504401901	Sandra Lanier	Monticello, MO 63457	43	5,248
476504401951	Maurice G. Tonnies	Monticello, MO 63457	43	2,114
476504402100	Central Telephone Co. of Mo.	Monticello, MO 63457	43	19,316
476504402150	Monticello US Post Office	Monticello, MO 63457	43	4,254
476504402160	Monticello Recreation	Monticello, MO 63457	43	67
476504402200	Bank of Monticello	Monticello, MO 63457	43	49,006
476504402250	Lewis Co. Farm Bureau	Monticello, MO 63457	43	5,696
476504402304	Family Insurance Group	Monticello, MO 63457	43	2,596
476504402351	Spectra/Century Tel	Monticello, MO 63457	43	0
476504402454	Rodney Bringer	Monticello, MO 63457	43	5,898
476504402553	Lewis County	Monticello, MO 63457	43	25,920

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
476504402600	Lewis County	Monticello, MO 63457	43	48,506
476504402610	Lewis County	Monticello, MO 63457	43	41,094
476504403250	Monticello Methodist	Monticello, MO 63457	43	6,984
476504403454	Lewis County IDA	Monticello, MO 63457	43	1,223
476504403700	Monticello Masonic Hall	Monticello, MO 63457	43	1,216
476504404450	Heet Gas Co.	Monticello, MO 63457	43	947
476504404900	N. E. Mo. Abstract Agency	Monticello, MO 63457	43	9,303
476504404957	Express Depot Warehouse	Monticello, MO 63457	43	68
476504405400	Lewis Co. Family Services	Monticello, MO 63457	43	35,151
476504405410	North Fabius Trading Co.	Monticello, MO 63457	43	28,609
476504405551	Family Insurance Group	Monticello, MO 63457	43	1,023
476504405601	Rodney A. Bringer	Monticello, MO 63457	43	3,568
476504405801	Express Depot	Monticello, MO 63457	43	137,315
476504400251	Randall C. Reddick	Monticello, MO 63457	01	11,677
476504400301	Harvey Dean Gower	Monticello, MO 63457	01	10,113
476504400352	Phillip Roberson	Monticello, MO 63457	01	12,401
476504400401	Kim D. Wilson	Monticello, MO 63457	01	13,188
476504400451	Rich & Diane Nutter	Monticello, MO 63457	01	7,819
476504400503	Gene Childress	Monticello, MO 63457	01	891
476504400901	Cindy L. Grgurich	Monticello, MO 63457	01	20,424
476504400961	Ray A Martin	Monticello, MO 63457	01	457
476504401000	Earl L. Veach	Monticello, MO 63457	01	10,821
476504401060	Tommy W. Darnell	Monticello, MO 63457	01	12,272
476504401101	Nancy Geisendorfer	Monticello, MO 63457	01	21,744
476504401150	Hazel McDermott	Monticello, MO 63457	01	5,877
476504401201	Robert & Christa Whitmer	Monticello, MO 63457	01	9,530
476504401252	Phillip A. Megee	Monticello, MO 63457	01	7,860
476504401260	Christina Megee	Monticello, MO 63457	01	14,722
476504401401	Ronald D. Hinton	Monticello, MO 63457	01	57
476504401511	Harold S Roberts	Monticello, MO 63457	01	8,040
476504401600	Norvell H. Eversole	Monticello, MO 63457	01	7,669
476504401702	Carmen Kessler	Monticello, MO 63457	01	9,045
476504401753	Stacy Berhorst	Monticello, MO 63457	01	9,060
476504401800	Russell Darnell	Monticello, MO 63457	01	4,485

Sale Proposal

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
476504402003	Connie A. Tootlate	Monticello, MO 63457	01	7,688
476504402052	Berkley L. Barton	Monticello, MO 63457	01	2,352
476504402501	Ronald D. Krueger	Monticello, MO 63457	01	5,970
476504402750	Dell Bronestine	Monticello, MO 63457	01	11,093
476504402760	Michelle Bronestine	Monticello, MO 63457	01	4,277
476504402801	Tina Wiseman	Monticello, MO 63457	01	10,435
476504402950	Ollie Breeding	Monticello, MO 63457	01	6,848
476504403001	Renzie Cottrell	Monticello, MO 63457	01	19,120
476504403050	Elmer Buckner	Monticello, MO 63457	01	3,958
476504403106	Dennis McCutchan	Monticello, MO 63457	01	2,405
476504403150	Thelma Humphrey	Monticello, MO 63457	01	15,869
476504403300	Maurice Debrackeleire	Monticello, MO 63457	01	23,119
476504403351	Ronald D Hinton	Monticello, MO 63457	01	25,345
476504403400	Everett Cottrell, Jr.	Monticello, MO 63457	01	17,274
476504403500	Donald Grimwood	Monticello, MO 63457	01	374
476504403600	Lelie Nelson	Monticello, MO 63457	01	13,078
476504403650	Gilbert Hinz	Monticello, MO 63457	01	3,152
476504403710	Tracy A. Kessler	Monticello, MO 63457	01	8,425
476504403722	Edwin & Samantha Raleigh	Monticello, MO 63457	01	9,565
476504403730	Bonnie Davis	Monticello, MO 63457	01	2,709
476504403800	Donald T Grimwood	Monticello, MO 63457	01	10,295
476504403851	Paul L Raleigh	Monticello, MO 63457	01	10,271
476504403901	Michael Nichols	Monticello, MO 63457	01	16,558
476504404002	Daryl E Bratz	Monticello, MO 63457	01	29,035
476504404057	Bobbie J Utterback	Monticello, MO 63457	01	8,182
476504404100	Samuel G Lay	Monticello, MO 63457	01	7,407
476504404160	Loretta Grgurich	Monticello, MO 63457	01	9,935
476504404200	Jules Decoster	Monticello, MO 63457	01	1,488
476504404350	Phillip A. Megee	Monticello, MO 63457	01	2,567
476504404605	Lori L Hudnut	Monticello, MO 63457	01	7,096
476504404653	Debbie L Brown	Monticello, MO 63457	01	25,826
476504404751	Eileen C. Cottrell	Monticello, MO 63457	01	10,442
476504404850	Vancell G. Scifres	Monticello, MO 63457	01	13,663
476504405302	Beverly Knight	Monticello, MO 63457	01	3,281

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

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<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
476504405500	Ted Grimwood	Monticello, MO 63457	01	4,927
476504405708	Dennis McCutchan	Monticello, MO 63457	01	464
466514601001	Novelty Seed Company	Novelty, MO 63460	43	9,392
466514601351	Novelty Seed Company	Novelty, MO 63460	43	4,807
466514601400	Novelty US Post Office	Novelty, MO 63460	43	4,954
466514601450	Mark Twain Telephone Co.	Novelty, MO 63460	43	22,245
466514602450	Allan M. Cheatum	Novelty, MO 63460	43	129
466514602550	City of Novelty	Novelty, MO 63460	43	9,421
466514602650	American Legion	Novelty, MO 63460	43	8,402
466514602800	Novelty Christian Church	Novelty, MO 63460	43	10,155
466514603050	Foremans Service Station	Novelty, MO 63460	43	43
466514603750	Novelty Car Wash	Novelty, MO 63460	43	696
466514603850	Missouri Highway & Transportation	Novelty, MO 63460	43	14,590
466514605210	Douglas Farms, Inc.	Novelty, MO 63460	43	209
466514605454	Joe L. Abell	Novelty, MO 63460	43	1,871
466514606100	Lee Alvie Parrish	Novelty, MO 63460	43	6,746
466514606150	Novel Fire Dept.	Novelty, MO 63460	43	4,231
466514606201	New Hope Youth Homes	Novelty, MO 63460	43	1,792
466514606300	City of Novelty	Novelty, MO 63460	43	30
466514606550	Ron L Baker	Novelty, MO 63460	43	817
466514604851	Novelty Seed Company	Novelty, MO 63460	43	32
466514600101	Kim Hall	Novelty, MO 63460	01	9,890
466514600150	Gerald L. Foreman	Novelty, MO 63460	01	1,423
466514600200	Ernie Snow	Novelty, MO 63460	01	7
466514600250	Darrell Simmons	Novelty, MO 63460	01	21,101
466514600300	Louise M. Paulsen	Novelty, MO 63460	01	1,185
466514600353	S E Peavler	Novelty, MO 63460	01	6,690
466514600400	Alvie Lee Parrish	Novelty, MO 63460	01	10,040
466514600505	Lewis W. Whiles	Novelty, MO 63460	01	11,712
466514600551	Joe Simmons, Jr.	Novelty, MO 63460	01	5,494
466514600653	Debbie Waibel	Novelty, MO 63460	01	10,365
466514600760	Rex Franke	Novelty, MO 63460	01	11,156
466514600900	Novelty Christian Church	Novelty, MO 63460	01	4,616
466514601150	Jerry L. Simpson	Novelty, MO 63460	01	9,446

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
466514601160	Richard Ray	Novelty, MO 63460	01	2
466514601250	Carol Hall	Novelty, MO 63460	01	15,877
466514601260	Scott W. Pease	Novelty, MO 63460	01	3,591
466514601300	Walter G. Carlson	Novelty, MO 63460	01	10,176
466514601554	Ron L Baker	Novelty, MO 63460	01	4,899
466514601601	Jeffrey Cheatum	Novelty, MO 63460	01	8,653
466514601653	Jeff Dunbar	Novelty, MO 63460	01	9,641
466514601800	Loyd D. Goodwin	Novelty, MO 63460	01	19,858
466514601852	Ricky L. Whiles	Novelty, MO 63460	01	6,860
466514601950	S. J. Wilerson	Novelty, MO 63460	01	8,793
466514601960	Francis E McCarty	Novelty, MO 63460	01	278
466514602000	Rae Beth Bacon	Novelty, MO 63460	01	5,791
466514602051	Tom B. Hamlin	Novelty, MO 63460	01	14,901
466514602101	Jim Lincoln	Novelty, MO 63460	01	12,550
466514602250	Ronald Simmons	Novelty, MO 63460	01	20,213
466514602300	Wallace Craggs	Novelty, MO 63460	01	8,965
466514602350	Richard Ray	Novelty, MO 63460	01	16,907
466514602401	Jerry D. Lincoln	Novelty, MO 63460	01	10,603
466514602500	Rita D. Waibel	Novelty, MO 63460	01	8,099
466514602705	Gretchen I Haage	Novelty, MO 63460	01	4,691
466514602751	Bill Collier	Novelty, MO 63460	01	11,770
466514603000	Cletus C. Carney	Novelty, MO 63460	01	9,697
466514603201	Gilvie D Franke	Novelty, MO 63460	01	71
466514603251	Sandra Russell Crim	Novelty, MO 63460	01	4,952
466514603300	Terry R. Spencer	Novelty, MO 63460	01	13,270
466514603354	Margie E. Hamlin	Novelty, MO 63460	01	12,604
466514603404	Carol J. Davis	Novelty, MO 63460	01	7,379
466514603451	Kathryn L Whiles	Novelty, MO 63460	01	9,876
466514603505	Sheila C Gates	Novelty, MO 63460	01	29,885
466514603600	Harold Foreman	Novelty, MO 63460	01	10,724
466514603650	Junior Parrish	Novelty, MO 63460	01	10,690
466514603701	Steven R. Applegate	Novelty, MO 63460	01	5,288
466514603808	Weldon Woodward	Novelty, MO 63460	01	1,840
466514603900	Loma Davis	Novelty, MO 63460	01	7,255

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
466514603950	Gary D. Bowman	Novelty, MO 63460	01	7,065
466514604000	John David Parsons	Novelty, MO 63460	01	1,097
466514604052	Sandra K. Michel	Novelty, MO 63460	01	5,802
466514604100	Carl W. Cheatum	Novelty, MO 63460	01	12,288
466514604150	Merle R. Head	Novelty, MO 63460	01	13,757
466514604200	Harold Backman	Novelty, MO 63460	01	14,336
466514604250	Ruth H. Smith	Novelty, MO 63460	01	4,341
466514604300	Gilvie D Franke	Novelty, MO 63460	01	12
466514604350	Locust Hill Church	Novelty, MO 63460	01	59
466514604450	Dorothy Franke	Novelty, MO 63460	01	7,343
466514604550	Pearl W. Bradley	Novelty, MO 63460	01	6,576
466514604600	Harold R. Browning	Novelty, MO 63460	01	6,533
466514604650	E. O. Holmes	Novelty, MO 63460	01	9,364
466514604701	Chris P. Thyson	Novelty, MO 63460	01	11,124
466514604750	Michael W. Kite	Novelty, MO 63460	01	23,508
466514604800	Gilvie Dee Franke	Novelty, MO 63460	01	14,398
466514605000	Byron L. Harder	Novelty, MO 63460	01	24,571
466514605050	Neva C Reed	Novelty, MO 63460	01	13,843
466514605100	Rimer Jones	Novelty, MO 63460	01	5,740
466514605150	Dale Dixson	Novelty, MO 63460	01	1,435
466514605160	Dale Dixson	Novelty, MO 63460	01	9,910
466514605202	Leroy Hunt	Novelty, MO 63460	01	19,411
466514605222	Jeri S Hunt	Novelty, MO 63460	01	3,906
466514605251	Jerry L. Simpson	Novelty, MO 63460	01	269
466514605350	Clifford D. Whitmire	Novelty, MO 63460	01	3,824
466514605601	Kevin Groseclose	Novelty, MO 63460	01	4,193
466514605654	S. E. Peavler	Novelty, MO 63460	01	869
466514605752	Leon Murrat	Novelty, MO 63460	01	200
466514605851	Ralph H. Perkins	Novelty, MO 63460	01	5,708
466514605900	Wallace Craggs	Novelty, MO 63460	01	29
466514605950	Gerald Perry	Novelty, MO 63460	01	11,674
466514606000	Rex Franke	Novelty, MO 63460	01	13,905
466514606010	Rex & Rejena Franke	Novelty, MO 63460	01	659
466514606050	Dennis L. & Diane Bradley	Novelty, MO 63460	01	15,131

Sale Proposal

Includes Municipal Street Light Revenue and Estimated Dusk to Dawn Light Accounts

Note: Some accounts removed from this list may remain due to location of cut-over

<u>Account Number:</u>	<u>Customer Name:</u>	<u>City, State, Zip:</u>	<u>Rate Code:</u>	<u>Annual kWh:</u>
466514606350	John C. Jones	Novelty, MO 63460	01	13,089
466514606500	Jason Violette	Novelty, MO 63460	01	10,355
466514604900	Terry L. Lincoln	Novelty, MO 63460	01	6

Municipal Street Light Accounts:

Arbela:

Granger:

Monticello:

Novelty:

Est. Dusk to Dawn Revenues (74):

EXHIBIT B

UNION ELECTRIC COMPANY FACILITIES
TO BE PURCHASED BY LEWIS COUNTY RURAL ELECTRIC COOPERATIVE

FINLEY ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

BOX 352

LAMAR, MISSOURI 64759

FAX: 417 682-3220

BUS: 417 682-5531

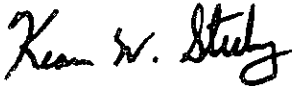
February 22, 2000

Mr. Mitchell Keel, Manager
Lewis County Rural Electric Cooperative
P.O. Box 68
Lewistown, MO 63452

RE: MO-23-Lewis
017-00

Enclosed is the inventory in RUS units of the U.E. towns of Newark, Novelty, Granger, Arbela, Medill, Monticello, Ewing, Durham, and Maywood. For each town the inventory shows the number of poles by height, pole top assemblies, conductor by type, guys, anchors, transformers, secondary and service assemblies, and miscellaneous assemblies. The conductor information was not available in some areas, so the size of wire was estimated, but the footages were determined from the span lengths. The transformer sizes were noted if they were visibly marked; otherwise, this information was marked with question marks. Most of these would have been guessed to be 15 KVA or 25 KVA. The pole top assemblies were labeled with the closest RUS unit. For example, a three phase single arm tangent structure with the neutral on the pole was labeled a C1. The exception is the alley arm structures, which were labeled as three phase alley arms or single phase alley arms.

Please do not hesitate to call if you have any questions or need anything additional.



Kean W. Steely

lp

Enc.

**Inventory Summary for
Novelty, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	10
30'	161
35'	225
40'	30
45'	3
Total Poles	429
Bad Poles	8

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	27
A2	1
A4	4
A5	14
A5-1	14
A5-2	1
A6	1
A7	22
A9	3
A9-1	14
1PH Alley Arm	1
3PH Alley Arm	3
B1	15
B2	2
B4	2
B7	4
B8	2
C1	228
C1-2	1
C2	4
C3	2
C4	8
C5-1	1
C6	1
C7	1
C8	5
C9-1	2

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	126
E2-2	10

anchors

Description	Quantity
F1-2	124

Transformers

Description	Quantity
G106- ?	29
G106-10	1
G106-15	5
G106-25	4
G106-50	1
G136- ?	7
G136-10	1
G136-15	3
G136-25	1
G136-50	1

Secondary

Description	Quantity
K10	11
K14	246

Miscellaneous

Description	Quantity
M3-24	5
M5-6	12
M5-9	3
M5-10	4
M7-11	3
M26-5	50
UM5	5

Meters

Description	Quantity
M8	96
M8-9	6
M8-10	10
UM8	6

Wire

Description	Quantity(FT.)
1/0 ACSR	25,656
4 ACSR	93,275
1/0 TX	875
2 TX	2,223
4 TX	4,035
6 DPX	793
6 WPC	130
UG SECONDARY	424

Inventory Summary for Granger, Missouri

Poles

<u>Height</u>	<u>Quantity</u>
25'	4
30'	73
35'	150
40'	32
45'	3
50'	1
Total Poles	263

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	15
A4	4
A5	12
A5-1	9
A6	1
A7	10
A9	1
A9-1	5
2PH Alley Arm	2
B1	147
B2	5
B2-1	2
B3	1
B4	10
B7	1
B8	8

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	94
E2-2	13
E3-2	2

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	92

Transformers

<u>Description</u>	<u>Quantity</u>
G106-?	3
G106-50	1
G106-10	2
G106-15	4

Transformers (cont.)

Description	Quantity
G106-25	4
G136- ?	6
G136-10	1
G136-15	4
G136-25	4
G210- ?	3

Secondary

Description	Quantity
K10	2
K14	200

Miscellaneous

Description	Quantity
M3-24	1
M5-6	2
M5-9	4
M5-10	1
M7-11	2
UM5	6

Meters

Description	Quantity
M8	46
M8-9	2
M8-10	3
UM8	6

Wire

Description	Quantity(FT.)
4 ACSR	89,019
6 WPC	1,458
3/0 WPAL	30
1/0 WPAL	2,478
2 WPAL	1,158
4 WPAL	154
2/0 TX	98
1/0 TX	184
2 TX	513
4 TX	1,083
6 DPX	518

**Inventory Summary for
Arbela, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	10
30'	38
35'	42
40'	7
45'	1
Total Poles	98
Bad Poles	5

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	6
A5	4
A7	6
A9	4
A5-1	6
A9-1	14
1PH Alley Arm	1
B1	18
B4	4
B6	1
B7	3
B8	1

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	47
E2-2	6

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	43

Transformers

<u>Description</u>	<u>Quantity</u>
G106- ?	4
G106-5	1
G106-10	1
G106-15	3
G106-25	5
G136-15	2
G210- ?	2

Secondary

Description	Quantity
K10	12
K14	121
J6	1

Miscellaneous

Description	Quantity
M3-24	1
M5-9	3
M5-10	1
M26-5	16
UM5	1

Meters

Description	Quantity
M8	36
M8-9	7
M8-10	2

Wire

Description	Quantity(FT.)
1/0 TX	478
2 TX	927
4/0 TX	55
4 TX	1,728
6 DPX	380
4 ACSR	3,643
6 SCU	5,018
6 WPC	6,862
1/0 WPAL	2,556

**Inventory Summary for
Medill, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	17
30'	66
35'	78
40'	28
45'	5
Total Poles	194
Bad Poles	6

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A4	2
A5-1	1
A7	20
A8	2
A9	7
A9-1	52
1PH Alley Arm	1
C1	66
C1-1	1
C1-3	2
C2-1	1
C4	2
C7	8
C8	2

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	79
E2-2	8

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	79

Transformers

<u>Description</u>	<u>Quantity</u>
G106- ?	8
G106-10	2
G106-15	3
G106-25	4
G106-50	1
G136- ?	7
G136-15	2

Transformers (cont.)

<u>Description</u>	<u>Quantity</u>
G136-50	2
G136-25	2

Secondary

<u>Description</u>	<u>Quantity</u>
K10	16
K14	167
K14C	2

Miscellaneous

<u>Description</u>	<u>Quantity</u>
M5-6	3
M5-9	5
M5-10	9
M26-5	21
UM5	2

Meters

<u>Description</u>	<u>Quantity</u>
M8	54
M8-9	4
M8-10	13
UM8	2

Wire

<u>Description</u>	<u>Quantity(FT.)</u>
4 ACSR	57,130
1/0 TX	1,354
2 TX	721
4 TX	2,315
1/0 WPAL	372
6 WPC	2,895

**Inventory Summary for
Monticello, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	7
30'	81
35'	136
40'	52
45'	2
50'	1
 Total Poles	 279
Bad Poles	7

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	8
A3	1
A4	5
A5	6
A5-1	5
A5-2	4
A6	2
A7	17
A9	2
A9-1	20
B1	9
B2	5
B4	1
B7	7
B8	1
C1	122
C1-2	1
C2	5
C4-1	2
C7	5
C8	5

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	98
E2-2	4

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	98

Transformers

Description	Quantity
G106- ?	15
G106-15	7
G106-25	8
G106-50	3
G136- ?	5
G136-10	1
G136-15	3
G136-25	1
G136-50	1
G210- ? - ?	3
G3-10	1

Secondary

Description	Quantity
K10	5
K14	191
J5	3

Miscellaneous

Description	Quantity
M3-30	1
M5-6	4
M5-9	4
M5-10	11
M7-11	3
M26-5	39
UM5	7

Meters

Description	Quantity
M8	73
M8-9	4
M8-10	13
UM8	6
UM8-2	1

Wires

Description	Quantity(FT.)
1/0 ACSR	5,413
2 ACSR	12,706
4 ACSR	8,882
6 WPC	2,712
6 SCU	832
1/0 TX	1,138
2 TX	637
4 TX	4,462
6 DPX	343

**Inventory Summary for
Durham, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	10
30'	65
35'	67
40'	17
45'	1
50'	1
Total Poles	161
Bad Poles	1

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	8
A2	1
A4	4
A5	4
A6	1
A7	12
A8	6
A9	3
A5-1	4
A5-2	7
A9-1	21
1PH Alley Arm	4
UA1	1
B7	1
C1	27
C4	2
C6	1
C7	1

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	76
E2-2	10
E3-2	2

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	82

Transformers

Description	Quantity
G106- ?	12
G106-10	1
G106-15	3
G106-25	7
G106-50	2
G136- ?	1
G136-15	3
G136-25	1

Secondary

Description	Quantity
K10	9
K14	200
J5	2

Miscellaneous

Description	Quantity
M3-24	1
M5-10	5
M26-5	15
UM5	7

Meters

Description	Quantity
M8	53
M8-9	2
M8-10	26
UM8	8
UM8-2	1

Wire

Description	Quantity(FT.)
4/0 ACSR	7,844
4 ACSR	18,491
6 WPC	294
6 AMD	780
4 WPAL	4,242
6 WPAL	489
2/0 TX	46
1/0 TX	530
2 TX	1,762
4 TX	4,248
6 DPX	208

**Inventory Summary for
Maywood, Missouri**

Poles

<u>Height</u>	<u>Quantity</u>
25'	12
30'	51
35'	95
40'	16
Total Poles	174
Bad Poles	3

Pole Top Assembly

<u>Description</u>	<u>Quantity</u>
A1	11
A3	1
A4	3
A5	2
A5-1	5
A5-2	6
A6	1
A7	11
A8	4
A9	8
A9-1	15
1PH Alley Arm	2
B1	2
B2	2
B3	1
B6	1
B7	1
B8	1
B9	4
B9-1	47

Guys

<u>Description</u>	<u>Quantity</u>
E1-2	69
E2-2	2

Anchors

<u>Description</u>	<u>Quantity</u>
F1-2	67

Transformers

<u>Description</u>	<u>Quantity</u>
G106- ?	18
G106-15	4

Transformers (cont.)

Description	Quantity
G106-25	2
G106-50	2
G136- ?	1
G136-25	2

Secondary

Description	Quantity
K10	8
K14	131
J5	1

Miscellaneous

Description	Quantity
M3-30	1
M5-9	1
M5-10	4
M26-5	20
UM5	3

Meters

Description	Quantity
M8	63
M8-9	1
M8-10	18
UM8	5
UM8-2	4

Wire

Description	Quantity(FT.)
4 ACSR	8,254
6 SCU	6,142
2/0 TX	123
1/0 TX	683
2 TX	2,575
4 TX	3,234
6 WPC	3,592
4 WPAL	1,308
6 WPAL	586

EXHIBIT C

UNION ELECTRIC COMPANY FACILITIES
NOT TO BE PURCHASED BY LEWIS COUNTY RURAL ELECTRIC COOPERATIVE

The Assets of the Seller not to be conveyed to the Buyer at closing shall include revenue meters.

The 34.5 kV transformers, regulators, and reclosures at the Medill and Ewing substations presently owned by AmerenUE.

AmerenUE will retain all necessary distribution facilities required to serve its customers not transferred under this Agreement.

SCHEDULE OF EASEMENTS

SCHEDULE OF EASEMENTS

LEWIS COUNTY

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
A. B. & CLARA MARIE MARKS	MP&L	22	60N	7W	05/26/32	182/31	BLK 1 CUSTERS ADD DURHAM
A. M. SELLERS	MP&L	13	61N	8W	12/15/30	177/617	
A. W. & ANNA B. NESBIT	MP&L	31	60N	6W	07/25/29	177/13	
C. E. GOOCH & MRS C. E. GOOCH	MP&L	6	61N	7W	09/24/36	189/575	
D. N. HADFIELD	MP&L	22	60N	7W	07/25/29	177/6	LOTS 11 & 12 TOWN OF DURHAM
D. N. HADFIELD	MP&L	27	60N	7W	05/26/32	182/30	
D. P. WISEMAN	MP&L	35	60N	7W	07/25/29	177/10	
DONALD & NINA EISENBERG	MP&L	36	60N	7W	04/10/52	224/183	

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
E.M. & CARLEAN JONES	MP&L	22	60N	7W	05/26/32	182/31	BLK 1 CUSTERS ADDN DURHAM
ELIZABETH WILEY	MP&L	36	60N	7W	07/25/29	177/11	
FRANCIS H. MATHIS, JR.	MP&L	31	60N	6W	07/25/29	177/14	
GREAT RIVER GAS CO	MP&L	6	61N	7W	09/14/82	273/6730	
H. L. WOODERS	MP&L	22	60N	7W	07/26/29	177/4	
J. S. & ETHEL SCHACKLEFORD	MP&L	21	60N	7W	07/25/29	177/3	
J. W. & ANNA M. GOSNEY	MP&L	26	60N	7W	07/25/29	177/9	
JULES V. & KATHY SUE DeCOSTER	MP&L	6	61N	7W	10/28/82	273/6841	
LUCY M. BROWN	MP&L	27	60N	7W	07/25/29	177/7	
MARY E ORR	MP&L	35	60N	7W	07/25/29	177/11	
ROBERT W. & MEDA B. WISEMAN	MP&L	36	60N	7W	07/25/29	177/2	

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
S. F. & THERESA M. GOINGS	MP&L	26&27	60N	7W	07/25/29	177/8	
S. G. & MARGARET L. HUNTER	MP&L	21	60N	7W	07/25/29	177/3	
S. M. & EMMA DUNDY	MP&L	16&21	60N	7W	07/25/29	172/639	
T. R. LUTNER	MP&L	27	60N	7W	07/25/29	177/7	
VADIE BAKER	MP&L	7	61N	7W	12/17/30	177/623	
W.H.MENSENDICK;A.B.MENSENDICK	MP&L	32	61N	7W	06/01/29	172/572	

KNOX COUNTY

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
EUGENE HALL	MP&L	3	61N	12W	05/09/40	129/301	
GEORGE COBURN	MP&L	35	61N	12W	08/13/52	152/31	
RIMER & MILDRED MARIE JONES	MP&L	35	61N	12W	08/13/52	152/32	
RIMER & MARIE JONES	MP&L	10	60N	12W	09/05/63	160/49	
RIMER & MARIE JONES	MP&L	10	60N	12W	09/20/63	160/65	
SCHAIRL & FRANCIS THOMPSON	MP&L	10	60N	12W	01/26/65	160/370	

CLARK COUNTY

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
G. W. BLUM	MP&L	28	65N	8W	12/19/29	44/401	
MINNIE WIEGNER by T.H. WIEGNER	MP&L	28	65N	8W	12/19/29	44/402	
JESSIE DENHAM	MP&L	22	65N	8W	12/19/29	44/403	
PETE & LIDA K. SMITH	MP&L	22	65N	8W	12/19/29	44/403	
F. J. & ELIZABETH B. NEWMANN	MP&L	21	65N	8W	12/19/29	44/402	
J. P. SCOTT	MP&L	15	65N	8W	12/19/29	44/401	
ROBERT L. DEDMAN	MP&L	16	65N	8W	01/27/30	44/413	

SCOTLAND COUNTY

GRANTOR	GRANTEE	SECTION	TOWNSHIP	RANGE	RECORDING DATE	BOOK / PAGE	COMMENTS
JOHN H. & ELSIE M. SCOTT	MP&L	9	65N	10W	06/24/38	171/293	2726
G. W. & MYRTLE V. STRUBLE	MP&L	4	65N	10W	06/24/38	171/295	2727
C. G. & VIOLA A. RUSSELL	MP&L	4	65N	10W	06/24/38	171/292	2728
L. J. & JULIA GARRISON	MP&L	9	65N	10W	06/24/38	171/294	2729

Exhibit 2

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

CERTIFIED COPY OF RESOLUTIONS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
UNION ELECTRIC COMPANY
HELD ON TUESDAY, APRIL 24, 2001

RESOLVED, that the sale of certain electric distribution facilities located in Lewis County, Missouri area 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 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, if necessary, the trustee under the indenture creating a lien on the properties to be sold pursuant to the foregoing be and hereby is authorized and requested to release such properties from the lien of said indenture in accordance with the provisions thereof; that either J. L. Nolte or John G. Walsh, be and hereby are appointed independent engineer for the purpose of furnishing certificates required by the provisions of the applicable indenture; and that the officers of the Company be and hereby are authorized and directed to seek, with the advice of counsel, regulatory approvals required in connection with the sale of such properties; 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 at the regular meeting of the Board of Directors of Union Electric Company, held on Tuesday, April 24, 2001 at the General Office Building of the Company, St. Louis, Missouri, and that such resolutions are still in full force and effect.

JUN 8 2001


Sh Waters
Assistant Secretary

Exhibit 3

TAX IMPACT STATEMENT

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

06/08/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CLARK	CO-OP ASSMT. LOST (C) (B*RATE/MI)	CO-OP ASSMT. GAINED (D) (F*RATE/MI)	NET CO-OP ASSMT. CHANGE (E) (D-C)	U.E. MILES TRADED (F)	U.E. ASSESSMENT LOST (G) (F*RATE/MI)	U.E. ASSESSMENT GAINED (H) (B*RATE/MI)	NET U.E. ASSESSMENT CHANGE (I) (H-G)	NET U.E. ASSESSMENT CHANGE (J) (E+I)	2000 TAX RATE (K)	CHANGE IN TAXES (L) (K*J)	LOC. ASS'D SCHOOL CHANGE IN TAXES (M) (K*J)
			SCOTLAND											
CLARK	STATE	0.00		\$0	\$2,647	\$2,647	5.37	\$170,015	\$0	(\$170,015)	(\$167,367)	\$0.0300	(\$50)	\$
	COUNTY	0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.3800	(636)	
	SCHOOL DISTRICTS													
	KAROKA R-1 S.D.	0.00		0	2,647	2,647	5.37				2,647	3.5000		93 *
AVERAGE SCHOOL RATE(3.8060)								170,015	0	(170,015)	(170,015)	3.8060	(6,471)	
SUB TOTAL ALL SCHOOL DIST.		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)		(6,471)	93
COMMON ROAD		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.7000	(1,172)	
COUNTY NURSING HOME		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.1200	(201)	
COUNTY LIBRARY		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.1000	(167)	
COUNTY HEALTH		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.1000	(167)	
COUNTY AMBULANCE		0.00		0	2,647	2,647	5.37	170,015	0	(170,015)	(167,367)	0.3000	(502)	

* OFFSET BY SHARE OF \$(6,471) DISTRIBUTABLE TAXES

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

06/08/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CLARK	CO-OP ASSMT. LOST \$493.00 (C) (B*RATE/MI)	CO-OP ASSMT. GAINED \$493.00 (D) (F*RATE/MI)	NET	U.E.	U.E.	NET	NET	2000	CHANGE	LOC. ASS'D
			KNOX			CO-OP	U.E.	U.E.	U.E.	NET	TAX RATE	IN TAXES	SCHOOL
			LEWIS			ASSMT.	MILES	ASSESSMENT	ASSESSMENT	ASSESSMENT			CHANGE
			SCOTLAND			CHANGE	TRADED	LOST	GAINED	CHANGE	(K)	(L)	IN TAXES
						(E)	(F)	(G)	(H)	(I)		(K*J)	(M)
						(D-C)		(F*RATE/MI)	(B*RATE/MI)	(H-G)		(E+I)	(K*J)
KNOX	STATE	0.00		\$0	\$6,193	\$6,193	13.98	\$442,608	\$0	(\$442,608)	\$0.0300	(\$131)	\$
	COUNTY	0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.2904	(1,267)	
	SCHOOL DISTRICTS												
	KNOX COUNTY R-1	0.00		0	6,193	6,193	13.98				6,193	3.6100	224
AVERAGE SCHOOL RATE(3.7457)								442,608	0	(442,608)	3.7457	(16,579)	
SUB TOTAL ALL SCHOOL DIST.		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)		(436,415)	224
CITY OF NEWARK		0.00		0	0	0	0.00	0	0	0	0.4429	0	
CITY OF NOVELTY		0.00		0	1,426	1,426	3.22	101,945	0	(101,945)	1.0295	(1,035)	
COMMON ROAD		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.6200	(2,706)	
COUNTY LIBRARY		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.1000	(436)	
COUNTY NURSING HOME		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.1500	(655)	
COUNTY HEALTH		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.1000	(436)	
COUNTY AMBULANCE		0.00		0	6,193	6,193	13.98	442,608	0	(442,608)	0.3500	(1,527)	

* OFFSET BY SHARE OF \$(16,579) DISTRIBUTABLE TAXES

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

06/08/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CO-OP	CO-OP	NET CHANGE (E) (D-C)	U.E. MILES TRADED PER BOOKS (F)**	U.E. MILES TRADED ACTUAL (G)	U.E. ASSESSMENT LOST \$31,660.08 (H) {F*RATE/MI}	U.E. ASSESSMENT GAINED \$31,660.08 (I) {B*RATE/MI}	NET U.E. ASSESSMENT CHANGE (J) (I-H)	NET ASSESSMENT CHANGE (K) (E+J)	2000 TAX RATE (L)	CHANGE IN TAXES (M) (L*K)	LOC.ASS'D SCHOOL CHANGE IN TAXES (N) (L*K)
			ASSMT. LOST	ASSMT. GAINED										
			CLARK	KNOX										
			LEWIS	SCOTLAND										
			\$493.00	\$493.00										
			\$443.00	\$443.00										
			\$498.00	\$498.00										
			\$525.00	\$525.00										
			(C)	(D)										
			{B*RATE/MI}	{G*RATE/MI}										
LEWIS	STATE	0.00	\$0	\$8,466	\$8,466	17.00	17.00	\$538,221	\$0	(\$538,221)	(\$529,755)	\$0.0300	(\$159)	\$
	COUNTY	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)	0.2650	(1,404)	
	SCHOOL DISTRICTS													
	LEWIS C-1 S.D.	0.00	0	8,466	8,466	17.00	17.00				8,466	3.1200		264
	AVERAGE SCHOOL RATE(3.3720)							538,221	0	(\$38,221)	(538,221)	3.3720	(18,149)	
	SUB TOTAL ALL SCHOOL DIST.	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)		(18,149)	264
	CITY OF EWING	0.00	0	2,878	2,878	5.78	5.78	182,995	0	(182,995)	(180,117)	0.9262	(1,668)	
	CITY OF MONTICELLO	0.00	0	1,285	1,285	2.58	2.58	81,683	0	(81,683)	(80,398)	0.5302	(426)	
	COMMON ROAD DIST. #1	0.00	0	8,018	8,018	16.10	16.10	509,727	0	(509,727)	(501,709)	0.4800	(2,408)	
	DICKERSON SPECIAL ROAD DIST.	0.00	0	448	448	0.90	0.90	28,494	0	(28,494)	(28,046)	0.3100	(87)	
	COUNTY LIBRARY	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)	0.1000	(530)	
	COUNTY NURSING HOME	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)	0.1500	(795)	
	COUNTY HEALTH	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)	0.1000	(530)	
	COUNTY AMBULANCE	0.00	0	8,466	8,466	17.00	17.00	538,221	0	(538,221)	(529,755)	0.2500	(1,324)	
	EWING R-4 MAYWOOD FIRE DIST.	0.00	0	8,466	8,466	6.06	17.00	191,860	0	(191,860)	(183,394)	0.3900	(715)	
	LABELLE FIRE DIST.	0.00	0	0	0	0.00	0.00	0	0	0	0	0.2500	0	

* OFFSET BY SHARE OF \$(18,149) DISTRIBUTABLE TAXES

** 6.06 BOOK MILES IN EWING R-4 MAYWOOD FIRE DIST. DECLARED 1/1/00

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

06/08/2001

COUNTY	TAXING JURISDICTION (A)	CO-OP MILES TRADED (B)	CLARK	CO-OP ASSMT. LOST (C) (B*RATE/MI)	CO-OP ASSMT. GAINED (D) (F*RATE/MI)	NET CO-OP ASSMT. CHANGE (E) (D-C)	U.E. MILES TRADED (F)	U.E. ASSESSMENT LOST (G) (F*RATE/MI)	U.E. ASSESSMENT GAINED (H) (B*RATE/MI)	NET U.E. ASSESSMENT CHANGE (I) (H-G)	NET U.E. ASSESSMENT CHANGE (J) (E+I)	2000 TAX RATE (K)	CHANGE IN TAXES (L) (K*J)	LOC.ASS'D SCHOOL CHANGE IN TAXES (M) (K*J)
			LEWIS SCOTLAND	\$493.00 \$443.00 \$498.00 \$525.00	\$493.00 \$443.00 \$498.00 \$525.00			\$31,660.08 \$31,660.08	\$31,660.08 \$31,660.08					
SCOTLAND	STATE	0.00		\$0	\$3,218	\$3,218	6.13	\$194,076	\$0	(\$194,076)	(\$190,858)	\$0.0300	(\$57)	\$
	COUNTY	0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.4908	(937)	
	SCHOOL DISTRICTS													
	SCOTLAND R-1 S.D.	0.00		0	3,218	3,218	6.13				3,218	3.0600		98
AVERAGE SCHOOL RATE(3.85286)								194,076	0	(194,076)	(194,076)	3.85286	(7,477)	
SUB TOTAL ALL SCHOOL DIST.		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)		(7,477)	98
CITY OF ARBELA		0.00		0	1,118	1,118	2.13	67,436	0	(67,436)	(66,318)	0.5000	(332)	
CITY OF GRANGER		0.00		0	1,181	1,181	2.25	71,235	0	(71,235)	(70,054)	0.6400	(448)	
COUNTY ROAD AND BRIDGE		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.3405	(650)	
SPECIAL ROAD AND BRIDGE		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.3100	(592)	
COUNTY LIBRARY		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.1900	(363)	
COUNTY AMBULANCE		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.2500	(477)	
COUNTY HEALTH		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.1500	(286)	
COUNTY HOSPITAL		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.4908	(937)	
COUNTY NURSING HOME		0.00		0	3,218	3,218	6.13	194,076	0	(194,076)	(190,858)	0.1500	(286)	

* OFFSET BY SHARE OF \$(7,477) DISTRIBUTABLE TAXES

Exhibit 4

CUSTOMER LETTERS

CAPITOL OFFICE
STATE CAPITOL BUILDING, ROOM 415 A
JEFFERSON CITY, MO 65101
(314) 751-7985



HOME ADDRESS
P.O. BOX 331
MEMPHIS, MO 63555
(816) 465-7740

MISSOURI
HOUSE OF REPRESENTATIVES

Jim Sears
Representative, 1st District

Annette Sweet
Union Electric
Box 220
Kirksville, MO 63501

Dear Annette,

This letter is a follow-up to the phone conversation that we had on May 11th concerning some complaints I had received from the Arbela, Missouri area.

Some residents of that area had complained that their power had been off for over four days during the terrible ice storm that we had back in December. The people seemed to understand and appreciate the problems Union Electric had dealing with all the downed power lines all over northeast Missouri that night but they were a little upset at the response they got from some of your officials. They indicated that the people they talked with from U-E were rude and didn't seem to care about their problems.

They had also indicated that they had lost power several times in the past few years and I understand from our conversation that many times this has been caused by vandals shooting out insulators and downing power lines. They also were concerned that since they are such a small community that they are sometimes forgotten.

Thank you for your time and consideration into this matter. Please feel free to contact me if I can be of assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Sears".

Jim Sears
First District State Representative

COMMITTEES
AGRICULTURE • CHILDREN, YOUTH AND FAMILIES
SOCIAL SERVICES, MEDICAID AND THE ELDERLY
APPROPRIATIONS • EDUCATION AND PUBLIC SAFETY



June 24 1996

Union Electric

ATTENTION Annette Sweet

We the members of the administrative board of The Village Arbela request the placement of 2 street lights. One to be placed by the dumpsters on Rathburn. The other to be placed on an existing pole on the east side of North 8th street near the former residence of Jerry Remley.

We also wish to register complaints by several residents of Arbela, concerning damage done to VCR's, TV's, and other appliances due to power surges. Also we still experience dimming of lights several times during the day and night.

We are extremely dissatisfied with the electrical service we have been receiving. If it was a simple procedure, we would switch to another company.

Gordon Wiley
Gordon Wiley Mayor

Karen Simpson

Karen Simpson Clerk

Charles H. Wiley

Charles Wiley

Carol L. Wiley

Carol Wiley

Twila Stevenson

Twila Stevenson

16 October 96

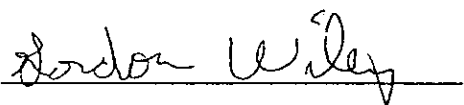
Union Electric
204 West Cottonwood
Kirksville, MO 63501

The City Council of the Village of Arbela wishes to bring some items to your attention. Several citizens have been having more problems with dimming lights at all hours of the day and night with some cases being more extreme than others. There is still something causing this problem, even though the "engineers" claim they have solved the problem. Perhaps a sub station in Arbela would eliminate the problem.

We would like to know when the new poles and transformers that are laying on the ground, are going to be put up. Some people have complained that the poles are in their way. We had excellent weather recently to be putting up these poles. Now the weather will probably turn bad. We hope that these poles won't lay all winter.

The city also needs two more street lights. One place is at the corner of 6th and Rathburn on an existing pole. The other is on South 7th street about half way up the street. There is no pole at this time but the street commissioner says he will put a pole up. The street light that is between 7th and 8th street on Jones can be removed as no one lives there and it does no one any good. It can be used at one of the above mentioned places.

If there are any questions, please contact me.



Gordon Wiley, Mayor
P.O.Box 34
Arbela, MO 63432

816-945 3748



VILLAGE OF NOVELTY

NOVELTY . MISSOURI 63468

November 13, 1998

Mitch Keel
Lewis County R.E.C.
P.O. Box 68
Lewistown, MO 63452

Dear Mr. Keel:

Our regular Board meeting was held last night and we decided to inquire if Lewistown R.E.C. would consider providing our electric service if something can be worked out with Ameren U.E.

It is our understanding that these changes are possible with buy outs or trades by companies. We also know that the Village of Novelty is easily accessible to your company.

During the November 10, 1998, wind storm we were without power for several hours at two different times in comparison with your companys 30 to 45 minute one-time outage. We seem to have a communication problem rather than a service problem.

Thank you for your consideration to this request.

Sincerely,

Village of Novelty
Board of Trustees

kjh

c: Annette Sweet, Ameren U.E.

19 April 99

To Whom It May Concern:

On April 18, 1999, the Village of Arbela experienced a brown-out for a good part of the day. Most everyone in town, when they realized what was going on, unplugged their appliances, etc. but for some it was too late. I lost a TV. Others in town lost VCRs, microwaves, TVs, computers, etc. I know there are many unhappy residents.

The members of the town board had not wanted to sign the franchise until we were assured that the electrical problems had been solved. We were told that everything was in good shape when we finally signed the franchise. It sure was a big mistake as we have been having a lot of light flickering and power decrease for the last month or so.

As much money as we pay each month for electricity, you would think we could have better service. When we are without power, we don't get a refund, but you sure can raise the rates in the summer. This is extremely unfair to those who do not have air conditioners. Why not leave the rates the same year around to make it fair for everyone.

I know that you are going to receive several complaints. As a member of the Methodist Church, I checked the refrigerator at the church and it has quit also. If there was anyway to accomplish it, the city of Arbela would switch to Tri-Co. Electric.

I just found out that the home owner's insurance will not cover any of these ruined items as it was not caused by an act of nature. That kind of puts us between a rock and a hard place.

Carol L Wiley (Town Board Trustee)

Carol L Wiley
PO Box 17
Arbela, MO 63432

From: State Rep. Jim Sears

Dear Annette,

I want to extend my most sincere thank you to you and the great employees of Union Electric who worked so diligently on the night of May 13th and the succeeding days to help the people of the Granger area. Your crews were on the spot right after the tornadoes to help remove debris and they didn't stop until all the power in the area was restored and the job was totally done. I heard many remarks about how hard your crews worked and how courteous they were. You are to be commended for a great job.

Sincerely,

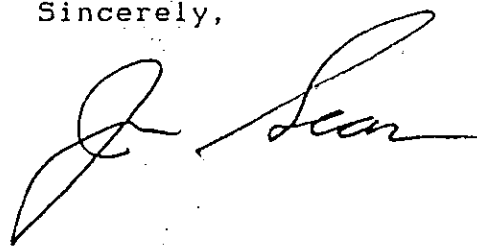
A handwritten signature in cursive script, appearing to read "Jim Sears". The signature is written in dark ink and is positioned below the word "Sincerely,".

Exhibit 5

EVA EVALUATE ANALYSIS

Exhibit 5

EVA EVALUATE ANALYSIS

Evaluate Inputs and Assumptions

I. Revenue

Lost Distribution Annual Revenue	\$152,125.00
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Revenue Growth Rate	1.6 %
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II. Sale Price	\$700,000.00
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III. Avoided Capital Costs

Medill Substation Rehab and Conversion	\$350,000.00 in 2002
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Feeder Extension, metering, etc. for new feeder out of NMEPC substation southwest of Arbela	\$200,000.00 in 2002
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IV. Tax Basis Book Value	\$375,216.00
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V. Avoided Maintenance

Annual tree-trimming (61 polemiles) x (\$822/polemile year)	\$50,142.00
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Annual Line Maintenance (61 polemiles) x (\$1500/polemile year)	\$91,500.00
--	-------------

Split 30% O&M	\$27,450.00
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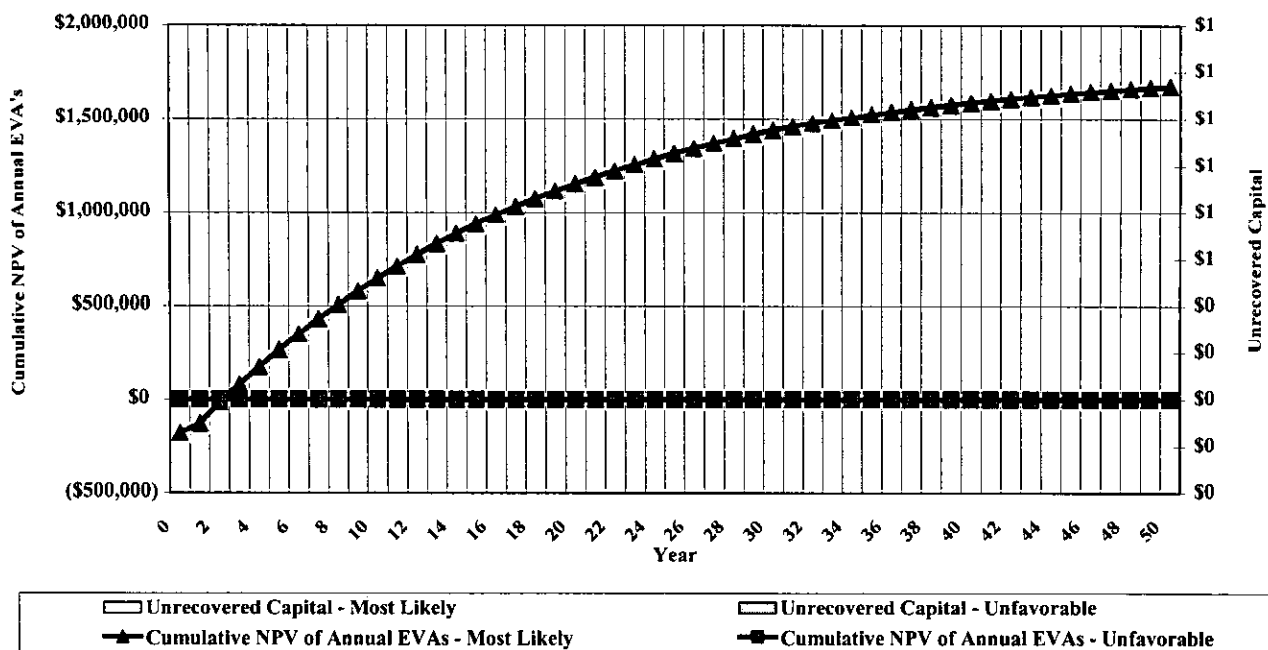
70% Capital	\$64,050.00
-------------	-------------

AMEREN CORPORATION EVA MODEL

Lewis REC Exchange with the Negotiated Price of \$700,000

Alternative:

1



AMEREN CORPORATION EVA MODEL

Lewis REC Exchange with the Negotiated Price of \$700,000

Alternative:

1

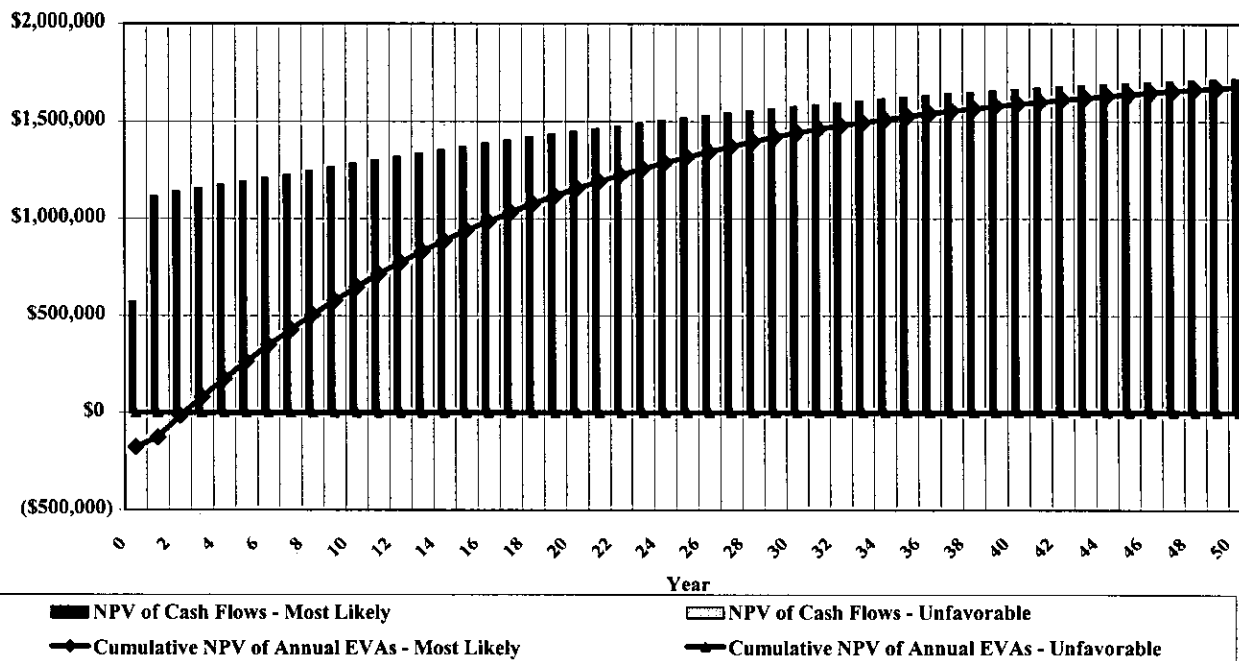


Exhibit 6.

CUSTOMER NOTIFICATION LETTERS

March 8, 2001

Mr. Dale Hardy Roberts
Secretary & Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360



RE: *Notice of a Proposed Sales Agreement between AmerenUE and Lewis
County Rural Electric Cooperative (LCREC)*

Dear Mr. Roberts:

Last year, Union Electric Company, now doing business as AmerenUE, (AmerenUE) and Lewis County Rural Electric Cooperative (LCREC) completed a territorial agreement. We are now discussing a proposed agreement to exchange some distribution facilities and customers. We expect to be filing this agreement in the near future. AmerenUE will be notifying its affected customers of the potential transfer by letter. (Enclosed, for your information, is a copy of the notification letter.)

As you can see from the enclosed letter, both companies want to assure customer questions are answered. To that end, representatives of both companies will be available to answer questions from 4:00 to 7:00pm at the following locations:

Wednesday, March 21 - Novelty - American Legion Hall
Thursday, March 22 - Arbela - Arbela Methodist Church (Basement)
Friday, March 23 - Monticello - Monticello Methodist Church

Members of the Commission or its Staff should feel free to attend these meetings.

Sincerely,

A handwritten signature in black ink, appearing to read "William B. Bobnar", with a long horizontal flourish extending to the right.

William B. Bobnar
Associate General Counsel

Enclosures

cc: Office of Public Counsel
Jim Ketter (MPSC Staff)
Victor Scott, Esq. (Andereck, Evans, Milne, Peace & Baumhoer)

March 8, 2001

Ms. Martha Hogerty
Public Counsel
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

RE: *Notice of a Proposed Sales Agreement between AmerenUE and Lewis
County Rural Electric Cooperative (LCREC)*

Dear Ms. Hogerty:

Last year, Union Electric Company, now doing business as AmerenUE, (AmerenUE) and Lewis County Rural Electric Cooperative (LCREC) completed a territorial agreement. We are now discussing a proposed agreement to exchange some distribution facilities and customers. We expect to be filing this agreement in the near future. AmerenUE will be notifying its affected customers of the potential transfer by letter. (Enclosed, for your information, is a copy of the notification letter.)

As you can see from the enclosed letter, both companies want to assure customer questions are answered. To that end, representatives of both companies will be available to answer questions from 4:00 – 7:00pm at the following locations:

Wednesday, March 21 - Novelty - American Legion Hall
Thursday, March 22 - Arbela - Arbela Methodist Church (Basement)
Friday, March 23 - Monticello - Monticello Methodist Church

You or members of your staff should feel free to attend these meetings.

Sincerely,



William B. Bobnar
Associate General Counsel

Enclosures

cc: Dale Hardy Roberts (MPSC)
John Coffman (OPC Staff)
Victor Scott, Esq. (Andereck, Evans, Milne, Peace & Baumhoer)



March 2, 2001

Dear AmerenUE Customer:

Last year AmerenUE (UE) and Lewis County Rural Electric Cooperative (LCREC) completed a territorial agreement. We are now discussing a proposal to exchange some facilities and customers. The proposed agreement, which is subject to approval by the Missouri Public Service Commission, would enable both utilities to operate more efficiently by eliminating costly duplication of service. You are one of the customers who would be served by LCREC under the proposed agreement.

We recognize that changing to a new electricity supplier may cause some anxiety. We want to assure you that both utilities would work to make sure you continue to receive quality service. Using experience gained from previous exchanges, UE and LCREC will work together so that the transfer of electric service will be of only minimal inconvenience and no cost to you. In addition, any deposits on record will be returned to you, in accordance with existing UE procedures.

Enclosed is a pamphlet providing information about LCREC and answering some of the questions you might have. To further help answer your questions, representatives of both UE and LCREC will be available from 4:00 to 7:00 p.m. at the following locations:

Wednesday, March 21 – Novelty – American Legion Hall
Thursday, March 22 – Arbela – Arbela Methodist Church (Basement)
Friday, March 23 – Monticello – Monticello Methodist Church

If you have any questions and are unable to attend one of these sessions, you may call or write as follows:

AmerenUE
204 West Cottonwood
P. O. Box 220
Kirksville, Missouri 63501
(660) 785-2732 – call collect

Lewis County Rural Electric Cooperative
P. O. Box 68
Lewistown, Missouri 63452-0068
(888) 454-4485 – toll free



AmerenUE Customer
Page 2

You may also wish to contact the following Missouri government agencies that will be involved in this process.

Office of Public Counsel
P. O. Box 7800
Jefferson City, Missouri 65102
(573) 751-4857

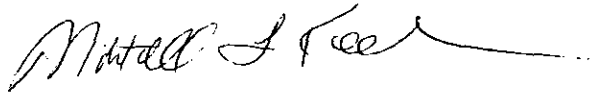
Missouri Public Service Commission
Governor Office Building, P. O. Box 360
Jefferson City, Missouri 65102
(800) 392-4211

We hope that through this process we can answer all of your questions.

Sincerely,



RONALD W. LOESCH
Manager
AmerenUE



MITCHELL L. KEEL
General Manager
Lewis County Rural Electric Cooperative

Enclosure

Hot Water Heaters:

As part of our hot water heater program, members can replace their gas water heater with a safe, efficient electric model free of charge. New home builders are eligible to receive an electric water heater free of charge. If you need to replace your existing electric water heater, purchase one from Lewis County REC at a discounted rate. For your convenience we stock and deliver the Freedom brand water heater with a six year warranty.

Ground Source Heat Pump:

Lewis County REC offers a rebate of \$250 per ton on qualifying ground source heat pump installations. We also have a low interest loan program for a portion of the purchase. Ground source heat pumps capitalize on the constant temperature of the earth to provide the most efficient heating and cooling systems available.

Dual Fuel Program:

Lewis County REC offers a \$200.00 per ton rebate to members installing a dual fuel heat pump unit. We also have a low interest loan program for a portion of the purchase and installation of a dual fuel heating and cooling system.

Lewis County Rural Electric Cooperative's main objective is to provide the highest quality electric service at the lowest possible costs, while operating under the seven cooperative principles:

1. Open and voluntary membership.
2. Democratic member control.
3. Member economic participation
4. Autonomy and independence.
5. Constant education.
6. Cooperation among cooperatives.
7. Concern for the communities.

In July, 1937, Lewis County Rural Electric Cooperative energized the first REC line in the state of Missouri and continues today to provide electrical service to the citizens of northeast Missouri.

Lewis County Rural Electric Cooperative

**&
Ameren UE**

Proposed Exchange Agreement



**P.O. Box 68
Lewistown, MO 63452
(573)-215-4000
1-888-454-4485
www.lewiscountyrec.org**

About The Customer Exchange Agreement

The customer exchange agreement is designed to allow utilities, such as Lewis County REC and Ameren UE, to exchange customers which are more reliably served by the other utility company. After careful study it has been determined that some Ameren UE customers outside of their main transmission line would be better served by Lewis County REC. None of Lewis County REC's current customers will be transferred to Ameren UE at this time.

Ownership:

A cooperative is owned by its members. Customers transferred from Ameren/UE will become owner/members of the Lewis County Rural Electric Cooperative. Members have a voice in the operation of the cooperative at the annual meeting by voting on a nine member Board of Directors and any by-law amendments. A consumer with a concern can bring it to the attention of the General Manager in Lewistown, or to the monthly meeting of the Board of Directors.

Power Supply:

All geographical areas considered in the exchange agreement will have more than one distribution line to feed power to the customers. In the event of a power outage Lewis County Rural Electric Cooperative has the capability to reroute the electricity from another source. This significantly enhances reliability of the power supply.

Reliable Service, Valuable Programs

At Lewis County Rural Electric Cooperative customer outage calls are answered locally 24 hours a day and service assistance is sent as quickly as possible. Lewis County REC's service reliability is built on the strength of being a part of an electric system that includes a transmission cooperative, Northeast Power Cooperative, Palmyra, and a generation cooperative, Associated Electric Cooperative Inc., Springfield. Mutual Aid agreements allow Lewis County REC to receive assistance from 39 other cooperatives in Missouri. During major

outages, such mutual aid agreements provide Lewis County REC with crews from around the state that help restore service in a timely manner.

Lewis County REC is a not-for-profit private enterprise where all revenues above the cost of doing business each year are returned to the members in the form of capital credits. Members are paid capital credits as the financial condition of the cooperative allows. Lewis County REC also offers a variety of services to their members. Some of these include:

Personal Service:

Customers outage calls are answered locally 24 hours a day, which allows for service assistance to be dispatched quickly. Calls will not be answered by a computer, but rather by a employee who is just as concerned about your electrical problem as you are.


Budget Payment Plan:

Allows members to pay one steady amount for eleven months out of the year.

VERIFICATION

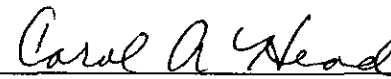
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 14th day of June, 2001, I, William J. Carr, 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 and Lewis County Rural Electric Cooperative, 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.

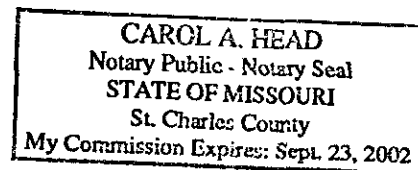


William J. Carr

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
COUNTY OF Cole)

On this 1st day of June, 2001, I, Mitchell Keel, General Manager of Lewis County Rural Electric Cooperative, being first duly sworn upon my oath, state that I have read the foregoing *Joint Application* of Union Electric Company and Lewis County Rural Electric Cooperative, 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.


Mitchell Keel

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

ORNA MICKELIS
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires: Apr. 16, 2003


Notary Public

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 14th day of June, 2001.

John Coffman

Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102


Jim Ketter

Missouri Public Service Comm'n
Governor Office Building
200 Madison Street – Suite 100
Jefferson City, Missouri 65101

Victor Scott

Deidre D. Jewel

Andereck, Evans, Milne, Peace & Johnson L.L.C.
700 E. Capitol Ave.
P.O. Box 1438
Jefferson City, Missouri 65102-1438

A handwritten signature in black ink, appearing to read 'William B. Bobnar', written over a horizontal line.

William B. Bobnar