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May 6, 2002

Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101

RE: Application for Transfer of Assets from Eastern Missouri Utilities Co., Inc. to
City of Foristell, Missouri

Dear Sir or Madam:

Enclosed please find an original and nine copies of an application to transfer assets from Eastern Missouri Utilities Co., Inc. to the City of Foristell. Eastern Missouri Utilities is wholly owned by the City of Foristell and serves six residents. I would ask that the Commission accept the application and make your ruling in the regular course of business. If you need any further information regarding the application, please contact me and I will promptly comply with the Commission's request for additional information. I would also ask that you return one file-stamped application to me, and I have enclosed a self-addressed, postage-paid envelope to await the return. If I need to take any further actions to move this matter forward, please let me know. Thank you for your assistance.

Very truly yours,

NIEDNER, BODEUX, CARMICHAEL,
HUFF, LENOX AND PASHOS, L.L.P.

JAYSON B. LENOX
Attorney at Law

JBL/llw
enclosures
cc: Mayor Carol Rose

IN THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

IN RE: EASTERN MISSOURI)	
UTILITIES CO., INC.)	
)	Application No.
and)	
)	
CITY OF FORISTELL, MISSOURI)	

APPLICATION BY CITY OF FORISTELL, MISSOURI TO
TRANSFER ASSETS OF EASTERN MISSOURI UTILITIES CO., INC.
TO THE CITY OF FORISTELL, MISSOURI

COMES NOW, the City of Foristell, Missouri, by and through counsel, and for its application by City of Foristell, Missouri to transfer assets of Eastern Missouri Utilities Company, Inc., to the City of Foristell, and states to the Court as follows:

1. The applicant, the City of Foristell, Missouri, is a Missouri Municipal Corporation with its principal office located at #10 Highway T, Foristell, Missouri 63348 and whose mailing address is City of Foristell, P.O. Box 50, Foristell, Missouri 63348.
2. The City of Foristell is a municipal corporation organized to provide governmental and municipal services to its residents.
3. Eastern Missouri Utilities Co., Inc., is a Missouri corporation which is wholly owned by the City of Foristell and provides sewer services to six land owners.
4. Correspondence, communications and orders and decisions of the Commission are to be sent to Mayor Carol Rose, P.O. Box 50, Foristell, Missouri 63348 and to Jayson B. Lenox, City Attorney, 131 Jefferson Street, St. Charles, Missouri 63301.
5. The City of Foristell is authorized to construct and maintain sewer systems by Chapter 250.010 R.S.Mo.; and R.S.Mo. 250.020; and R.S.Mo 250.025.

6. Eastern Missouri Utilities Co., Inc. has been providing sewer services for six residents of the City of Foristell.

7. The City of Foristell is in the business of providing sewer service for its residents.

8. On or about March 20, 2000, the City of Foristell entered into a contract to purchase the stock in Eastern Missouri Utilities Co., Inc. See copy of Sale Contract attached hereto and incorporated by reference as if set forth in full herein and marked Exhibit 1.

9. On or about May 1, 2000, the City of Foristell acquired all the outstanding stock of Eastern Missouri Utilities Co., Inc. See copy of Stock Certificates attached hereto and incorporated by reference as if set forth in full herein and marked Exhibit 2.

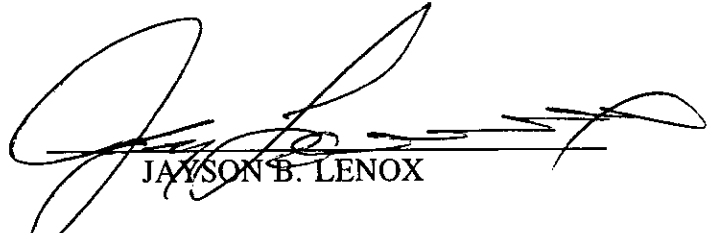
10. The former owners of Eastern Missouri Utilities Co., Inc. have acknowledged receipt of payment in full of stock sale agreement. See Receipt of Payment in Full of Stock Sale Agreement attached hereto and incorporated by reference as if set forth in full herein and marked Exhibit 3.

11. All former directors and officers of Eastern Missouri Utilities Co., Inc. have signed official resignations. See Resignations attached hereto and incorporated by reference as if set forth in full herein and marked Exhibit 4.

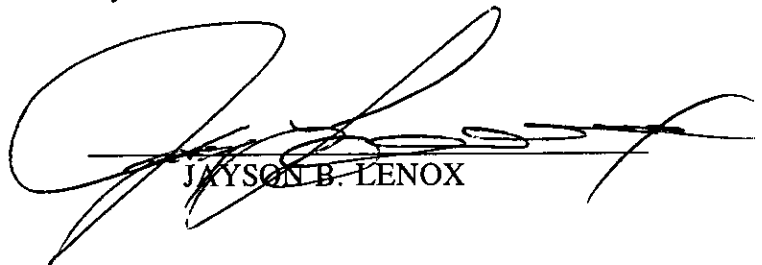
12. The City of Foristell, Missouri has purchased all of the outstanding shares of stock in Eastern Missouri Utilities Co., Inc. and the City of Foristell desires to transfer all assets of Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri and later to dissolve Eastern Missouri Utilities Co., Inc. for the City of Foristell to provide sewer service for the six customers currently being provided service by Eastern Missouri Utilities Co., Inc.

13. The proposed transfer of assets is not detrimental to the public interest and will better serve the six current customers and other residence of the City of Foristell, Missouri.

14. The proposed transfer of assets will not have an impact on tax revenues of the City of Foristell.


JAYSON B. LENOX

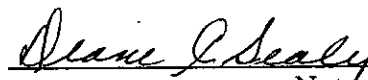
COMES NOW, Jayson B. Lenox, and being duly sworn upon his oath, states and affirms that the contents herein are true and correct to the best of his knowledge, information, and belief and that he is the City Attorney for the City of Foristell and authorized to verify this application for transfer of Assets.


JAYSON B. LENOX

STATE OF MISSOURI)
) SS:
COUNTY OF ST. CHARLES)

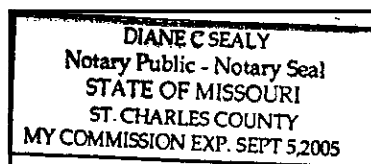
On this 6th day of May, 2002, before me, a notary public, personally appeared JAYSON B. LENOX, known to me to be the person who executed the foregoing instrument, and I acknowledge that he executed the same as a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.



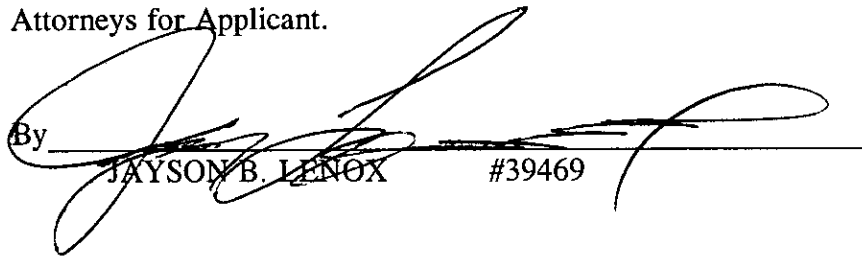
Notary Public

My Commission Expires:



NIEDNER, BODEUX, CARMICHAEL
HUFF, LENOX, AND PASHOS, L.L.P.
131 Jefferson Street
St. Charles, Missouri 63301
(636) 949-9300 Phone / (636) 949-3141 Fax
Attorneys for Applicant.

By

A large, stylized handwritten signature in black ink, which appears to read "Jayson B. Lenox", is written over a horizontal line.

JAYSON B. LENOX

#39469

Exhibit 1

Assured Title Company
611 Westridge
O'Fallon, MO 63366
Phone 636-240-0833
Fax 636-240-0786

Date: 4-28-00Fax to: Joy LenoxFax #: 636-949-3141From: **Alexis Lyner-Wood**23 pages including cover sheet**Comments:**

Copy of title commitment, stock sale agreement,
& earnest money check

Our charges would be \$125 for informational binder
or \$576 for owners policy

Please contact Ken Bogeman with Eastern Missouri
Ubiibes

314-871-9393 pager
314-962-9900 office

Columbian National Title Insurance Company

Commitment Number: 10728A

SCHEDULE A

1. Commitment Date: April 10, 2000 at 08:00 AM

2. Policy (or Policies) to be issued:

Amount

(a) Owner's Policy (ALTA Own. Policy (10/17/92))

\$ 120,000.00

Proposed Insured:

City of Foristell, Missouri

(b) Loan Policy (ALTA Loan Policy (10/17/92))

Proposed Insured:

(c)

Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Eastern Missouri Utilities Co. Inc.

4. The land referred to in this Commitment, is described as follows:

AS PER LEGAL DESCRIPTION ATTACHED

COLUMBIAN NATIONAL TITLE INSURANCE COMPANY

By: Kay Hayes

ASSURED TITLE COMPANY

ALTA Commitment
Schedule A (10/17/92)Valid Only if Schedule B and
Cover are Attached

(10728A.PFD/10728A/1)

Columbian National Title Insurance Company

820 Quincy Street Topeka, Kansas 66612 (785) 232-4365

PARCEL 1: A tract of land in Section 18 Township 47 North, Range 1 East and being more particularly described as follows: Beginning at the Southwest corner of property of Francis Lockett said point being North 0 degrees 09 minutes East a distance of 1337.75 feet from the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 18, thence North 0 degrees 09 minutes west along the West line of property of Francis Lockett a distance of 1,250.00 feet to the Northwest corner of said property of Francis Lockett, being the North line of the Southwest quarter of said Section 18, thence South 89 degrees 44 minutes 30 seconds East along the North line of said property of Francis Lockett a distance of 380.00 feet to a point, thence South 18 degrees 40 minutes 59 seconds East a distance of 258.11 feet to a point, thence South 19 degrees 39 minutes West a distance of 531.42 feet to a point, thence South 0 degrees 09 minutes East a distance of 510.00 feet to a point in the South line of said property of Francis Lockett, thence North 88 degrees 29 minutes West along the said South line of the property of Francis Lockett a distance of 280.00 feet to the point of beginning according to Calculations of Rowland Surveying Co., Inc.

EXCEPTING THEREFROM a strip of land 20 feet wide, off the South side thereof conveyed to A. H. Matthews to be used as a Road, by deed dated December 31, 1888 and recorded in Book 43 Page 249 in the St. Charles County Recorder's Office.

PARCEL 2: An Easement for Ingress and Egress over the following, to wit: A strip of land 40 feet wide being 20 feet on each side of the following described. Starting at a point in the West line of Highway "W" said point being the Southeast corner of property of Francis Lockett thence North 26 degrees 54 minutes 29 seconds East along the said West line of Highway "W" a distance of 260.00 feet to the point of beginning of this description thence North 63 degrees 05 minutes 31 seconds West a distance of 79.65 feet to the P.C. of a circular curve to the left having a radius of 461.22 feet and a central angle of 24 degrees 28 minutes, thence Northwestwardly along the arc of said circular curve a distance of 196.95 feet to the P.T. of said circular curve, thence North 87 degrees 33 minutes 31 seconds West a distance of 525.00 feet to the P.C. of a circular curve to the right having a radius of 413.81 feet and a central angle of 16 degrees 30 minutes, thence Northwestwardly along the arc of said circular curve a distance of 119.17 feet to the P.C. of said circular curve, thence North 71 degrees 03 minutes 31 seconds West a distance of 40.00 feet to the P.C. of a circular curve to the left having a radius of 514.46 feet and a central angle of 22 degrees 00 minutes, thence Northwestwardly along the arc of said circular curve a distance of 182.21 feet to the ending point of this description according to calculations by Rowland Surveying Co., Inc.

Columbian National Title Insurance Company**Commitment Number: 10728A****SCHEDULE B - SECTION I
REQUIREMENTS****The following are the requirements to be complied with:****1. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:****1. Properly executed Warranty Deed from Eastern Missouri Utilities Co., Inc. to City of Foristell, Missouri.****2. Furnish Lien Affidavit.****3. Furnish copy of Survey.****4. Furnish Proof said Corporations are Corporations in good standing with the Office of The Secretary of State, and furnish copy of Corporate Resolution allowing for the execution of deeds.****5. Sections 381.410 and 381.412 of the Revised Statutes of Missouri became effective August 28, 1998. This legislation deals with the deposit and disbursement of funds with any title entity acting as a settlement agent. Some methods of funding may be subject to a holding period of at least ten (10) days which must expire before funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, cashier's check or certified check.****6. For informational purposes only, we submit the following tax information:****Tax #738140A001; Assessed Value \$8,500.00; School District R4; Fire District 13; County Rate \$5.84; Sur Tax \$.53.****Due care is taken in examining tax records but we cannot accept liability for discrepancies between the above informational figures and those on the final tax bill.****ALTA Commitment****Columbian National Title Insurance Company
820 Quincy Street Topeka, Kansas 66612 (785) 232-1365**

Columbian National Title Insurance Company**Commitment Number: 10728A****SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. All assessments and taxes due in 2000, and thereafter.
2. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements which would be disclosed by a correct survey of the premises.
4. Riparian rights incident to the premises.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment/Policy.
6. Loss or damage resulting from matters evidenced by fences, plantings, improvements or other indications of boundary lines.
7. Parcel 1 is subject to an easement for sewer, granted to Eastern Missouri Utilities Co., Inc. according to instrument dated 10/25/71 and recorded in Plat Book 15 Page 43.
8. Parcel 2 is subject to right of Eastern Missouri Utilities Co., Inc. to build and maintain a roadway in accordance with the lease agreement dated 12/2/71, according to Instrument recorded in Book 623 Page 982.
9. Easement grants to Eastern Missouri Utilities Co. as recorded in Book 1458 Page 1619.
10. Zoning or other ordinance enacted by any governmental body.
11. Consequences of any attack on the estate or interest herein insured under any federal or state law dealing with bankruptcy, insolvency or creditors' rights.

ALTA Commitment

Columbian National Title Insurance Company
820 Quincy Street Topeka, Kansas 66612 (785) 232-4365

STOCK SALE AGREEMENT

This Agreement, made this 17th day of March, 2000, by and between the City of Foristell, Missouri an incorporated city within the State of Missouri (the "Purchaser") and, severally but not jointly, the shareholders (each may hereinafter be referred to as the "Seller" and all may hereinafter be referred to as the "Sellers") of all the issued and outstanding stock (the "Stock") of Eastern Missouri Utilities Co. Inc., a Missouri corporation ("Eastern Missouri").

WHEREAS, Eastern Missouri owns, among others, the following assets:

a) A certain tract of land located in the County of St. Charles, State of Missouri, and more fully described as follows:

A tract of land in Section 18 Township 47 North, Range 1 East and being more particularly described as follows: Beginning at the Southwest corner of the property of Francis Luckett, said point being North 0 09' East a distance of 1,337.75 feet from the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 18, thence North 0 09' West along the West line of the property of Francis Luckett, a distance of 1,250.00 feet to the Northwest corner of said property of Francis Luckett, being the North line of the Southwest quarter of said Section 18, thence South 89 44' 30" East along the North line of said property of Francis Luckett a distance of 380.00 feet to a point thence South 18 40' 59" East a distance of 258.11 feet to a point, thence South 19 39' West a distance of 531.42 feet to a point, thence South 0 09' East a distance of 510.00 feet to a point in the South line of said property of Francis Luckett, thence North 88 29' West along the said South line of the property of Francis Luckett a distance of 280.00 feet to the point of beginning according to calculations of Rowland Surveying Co., Inc., as is described on the Warranty Deed from Francis Luckett to Eastern Missouri Utilities recorded in Book 745 Page 727 of the St. Charles County Recorder of Deeds office.

EXCEPTING THEREFROM a strip of land 20 feet wide, off the South side thereof, conveyed to A. H. Matthews to be used as a Road, by deed dated December 31, 1888 and recorded in Book 43 Page 249 in St. Charles County Recorder's Office. Said real property is containing a three (3) cell sewage lagoon, and is hereinafter referred to as the "Lagoon" or the "Lagoon Site".

In the event of discrepancy, legal description on said Warranty Deed is to govern.

b) All of the sewer lines and appurtenant portions of the sewage collection system installed by Eastern Missouri which

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conveys sewage to the Lagoon (which sewage collection system, including the Lagoon, is hereinafter referred to as the "System").

c) All easement rights granted to Eastern Missouri pursuant to that certain General Warranty Deed by and between Eastern Missouri and Francis C. Lockett and Dorothy E. Lockett, his wife, dated October 29, 1976, and recorded in Book 745 Page 727, in the office of Recorder of Deeds for the County of St. Charles, State of Missouri, together with any and all other easements, right-of-ways, and licenses which Eastern Missouri may possess in connection with the operation of the System (hereinafter referred to as the "Easement Rights").

d) Service agreements with all of Eastern Missouri's customers serviced by the System.

WHEREAS, Purchaser is desirous of owning these assets to aid in the Purchaser's expansion of sewer services and agrees to purchase all of the outstanding Stock of Eastern Missouri.

WHEREAS, each Seller is separately desirous of selling his/her Stock to the Purchaser.

NOW THEREFORE, in consideration of the payments, mutual promises, agreements, covenants and conditions contained herein, Purchaser and Sellers (severally, but not jointly) agree as follows:

1. Purchase and Sale of Stock.

Purchaser hereby agrees to purchase all the Stock of Eastern Missouri for the sum of One Hundred and Twenty Thousand Dollars

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(\$120,000.00 the "Purchase Price") and each Seller severally, but not jointly, agrees to sell to Purchaser at the Closing his/her Stock and to accept payment therefor as follows:

Harry M Boegeman Living Trust.	\$60,000.00
James Robert Rowland	\$30,000.00
Betty J. Count	\$30,000.00

Each payment shall be in the form of separate cashier's checks on a bank in St. Louis, St. Charles or Warren counties.

2. The Closing.

The Closing date for this sale shall be thirty(30) days from the date of final signing of this Agreement by all parties or any prior date mutually agreed upon by the Sellers and Purchaser (the "Closing"). The Closing shall be at an agreed upon title company in St. Charles County, Missouri (the "Title Company").

3. The Earnest Deposit

Within five (5) days of delivery to Purchaser of this Agreement signed by all Sellers (which date of delivery shall be referred to as the "Effective Date"), Purchaser shall deposit earnest money in the sum of Ten Thousand Dollars (\$10,000.00) (the "Initial Earnest Deposit"), in a non-interest bearing escrow account at the Title Company, pending the Closing.

On or before the expiration of the contingency periods as set forth in the Subparagraphs of Paragraph 4 of this Agreement or five business days prior to Closing, whichever occurs first, Purchaser shall deposit additional earnest money in the sum of Ten Thousand Dollars (\$10,000.00) (the "Additional Earnest Deposit") in the non-interest bearing escrow account at the Title Company,

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pending the Closing. The Title Company shall give Sellers written notice upon receipt of the Initial Earnest Deposit and upon receipt of the Additional Earnest Deposit. The Earnest Deposit and the Additional Earnest Deposit shall be paid to the Sellers at the Closing in proportions to their stock ownership and credited against the purchase price if the sale is closed in accordance with the terms of this Agreement. If Purchaser elects to terminate this Agreement as set out in Paragraph 4 of this Agreement, the Initial Earnest Deposit, without interest, shall be immediately returned to Purchaser. If Purchaser elects to terminate this Agreement after Purchaser satisfies itself with all contingencies of Paragraph 4 and the Additional Earnest Deposit has been made or if the sale is not closed due to failure of performance or breach by Purchaser, both the Initial Earnest Deposit and the Additional Earnest Deposit, without interest, shall be immediately payable to Sellers in proportions to their Stock ownership.

4. Contingencies

This agreement and the obligations of Purchaser hereunder are subject to the contingencies set forth in the following Subparagraphs of this Paragraph 4 and unless Sellers receive Notice otherwise, each of such contingencies shall be fulfilled to Purchaser's satisfaction within the period of time specified in such Subparagraph or five (5) business days prior to Closing, whichever occurs first. All of the contingency periods shall begin to run from the Effective Date, unless otherwise expressly provided. If at any time within a contingency period the applicable contingency is not satisfied, or will not be satisfied, as determined in Purchaser's sole, but good faith discretion, Purchaser may notify the Sellers in writing no later than 5:00 p.m. by the last day of such contingency period, that it desires

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to terminate this Agreement and upon such termination, this Agreement shall be null and void and the Initial Earnest Deposit, without interest, shall be immediately returned to Purchaser.

a) Within Thirty (30) days of the Effective Date, Purchaser shall satisfy itself that all of the permits, authorizations or approvals required by any federal, state or local governmental unit and/or regulatory agency are in effect. Purchaser shall be responsible for and shall indemnify each Seller and Eastern Missouri against all liabilities, expenses or costs (including but not limited to all reasonable attorney fees and all remediation, response and clean-up liabilities, expenses or costs) incurred or paid by Eastern Missouri or any Seller which result, directly or indirectly, from or which are in any way related to or connected with any inquiry or test, or information from any inquiry or test, made or instigated by Purchaser under this agreement.

b) By entering into this Agreement, Sellers warrant, covenant and promise that, to the best of Sellers' knowledge as of the date of this Agreement Eastern Missouri has no significant deficiencies or problems with any part of the system or property (excepting DNR letter attached), outstanding recent complaints filed by any Federal, State, or local governmental unit or agency other than the receipt by Sellers of a certain letter from the Department of Natural Resources dated December 8, 1999 (a copy of which is attached hereto) and that there are no outstanding lawsuits or administrative or regulatory proceedings regarding all or any part of the System or Property. Purchaser accepts the System in it's "as-is" condition and will address any requirements the Department of Natural Resources may have (See DNR letter attached) at Purchaser's expense and in consideration thereof Sellers agree to credit to Purchaser \$1,500.00 at Closing.

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c. Within Thirty (30) days of the Effective Date, Purchaser shall order and receive from the Title Company an ALTA form title insurance commitment with respect to the Lagoon Site, the System and the Easement Rights (hereinafter referred to collectively as the "Property") together with copies of all exceptions to such title commitment and, if Purchaser so elects and at Purchaser's expense, a current ALTA form survey of the Property prepared by a licensed surveyor and certified to the Purchaser and to the Title Company, showing all title exceptions, boundaries, improvements, encroachments, building setback lines, and in sufficient form to delete the survey exception on the title insurance policy, and neither the documents supplied by the Sellers, the title commitments nor the survey shall include any unusual exceptions to title or other matters which are unacceptable to Purchaser. Purchaser shall have the Title Company provide Purchaser and Sellers with copies of all the closing documents prior to the day of Closing for pre-approval by Purchaser and Seller.

d) Within Thirty(30) days of the Effective Date, Purchaser shall have reviewed but not copied, at Eastern Missouri's office and at a time agreeable during normal business hours, to Eastern Missouri, the Eastern Missouri records of the past five years including Federal and State Tax returns, the Missouri Public Service Commission Annual reports, the NPDES quarterly reports together with the current permit to operate the System, Franchise documentation, Easements, System plans and any service agreements for the System either written or verbal (the "Corporate Records"). Seller will provide a listing of any tap-ons or hook-ons that have been given in lieu of or as part of easement rights. Purchaser shall have satisfied itself as to the statements made by Sellers as set forth in Paragraph 5. All Corporate Records, as set forth

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herein, of Eastern Missouri shall be turned over to the Purchaser at Closing.

5. Sellers' Statements as to Eastern Missouri

Each Seller, separate and apart from each of the other Sellers, for himself/herself, states to Purchaser to the best of each Seller's knowledge as set forth in the following Subparagraphs of this Paragraph 5. Each of those statements is, to the extent any Seller is a Director or Officer of Eastern Missouri, made as such Director or Officer. No Seller shall be responsible for or have any liability for any statement made by any other Seller.

a) Eastern Missouri is a duly organized, validly existing Missouri Corporation, Eastern Missouri is current with its state corporation registration reports, Annual Missouri Public Service Commission reports, NPDES quarterly monitoring reports up to the end of 1999; and all Federal and State income tax reports have been filed for at least the last five (5) years and any taxes owed have been paid.

b) Eastern Missouri has a current permit to operate the System.

c) Eastern Missouri is authorized by the Missouri Public Service Commission to provide sanitary sewer service to an authorized service area in St. Charles and Warren Counties (the "Service Area").

d) To the best of each Sellers separate knowledge there are no unauthorized PCB's or asbestos compounds in the System and that as of the Date of this Agreement there have been no tests by

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any parties, nor any claims or complaints by any parties that there may be any such compounds in the System.

e) There are service agreements for the three commercial customers and the one residential customer. There is also a verbal agreement as to future tap-on cost into the System for a single residential tap with another residential customer adjacent to the present residential customer in addition to the several "no cost" residential tap-on granted in conjunction with sewer line easements.

6) Sellers Liability

Sellers shall have no liability to Purchaser (for indemnification or otherwise) with regard to any claims, expenses, losses or liabilities relating to actions or proceedings pertaining to the System or taken against the Purchaser or the Sellers pertaining to the System or this Agreement after the date of Closing, with the exception of Paragraph 4 (b). Purchaser agrees to hold Sellers harmless against any such claims, expenses, losses or liabilities that may be asserted beyond thirty(30) days after the Effective Date. In the event Sellers or Purchaser become aware of such a claim, expense, loss or liability prior to the date of closing, Sellers or Purchaser may, at their sole discretion or option, cancel this Agreement. In the event of such cancellation, Purchaser shall still remain liable to Sellers as to the covenants of Subparagraph 4 (a) and 7 (b) herein.

7. Conditions for Closing

a) Sellers and Purchaser agree to take such actions as are required in order to fulfill the conditions of this Agreement,

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b) If the Agreement fails to close both parties shall pay their own expenses except that Purchaser will pay the cost of the title insurance work and any costs, Earnest Deposits or expenses required under this Agreement.

c) At the Closing, Purchaser shall have funds available for payment of the balance of the purchase price and Purchaser's failure to make payment shall be sufficient reason for Sellers to void this Agreement at Closing and to require all Earnest Deposits, without interest, to be paid to Sellers in proportions to their Stock ownership.

d) In order to assure that the H.M. Boegeman Realty Company, in which the Harry M. Boegeman Living Trust has an interest, (hereinafter referred to as the "Realty Company") is able to obtain sewer service without prejudice as to price and terms, Purchaser shall cause Eastern Missouri and its successors or assigns to provide access to and sewer service for the Realty Company and for its successors and assigns in interest, for the approximately 180 acre tract of land (hereinafter called the "Tract") presently owned by the Realty Company in the Service Area as provided in this Paragraph. For a period of eighteen (18) years from the date of Closing, Purchaser or Eastern Missouri and their successors and assigns shall provide access to and sewer service for the Tract or any portion thereof, so that the present or subsequent owners may have access to the System at the time of such access is requested, for tap-on fees which are not in excess of the average tap-on fees charged for access to the System, during the five (5) years immediately preceding such request for access and for a trunk line recoupment fee, if any, which is not more than would be charged under the Standard Recoupment Rules and Regulations of the Metropolitan St Louis Sewer District as in force on the date of Closing. There shall be no fee(s) charged to

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INITIAL & DATE
[Signature]

any such time-to-time owners of the Tract, or any portion thereof, until connection is actually made to the System. Any from time-to-time owners shall not be charged ongoing service or other fees which are in excess of the service or other fees charged to any of the other users of the System. Any from-time-to-time owner(s) may file in the office(s) of the St. Charles Recorder of Deeds and/or Warren County Recorder of Deeds a statement of such owners rights under this paragraph.

8. Closing

a) The intention of this Agreement is that this is to be a stock sale in which all outstanding Stock of Eastern Missouri will be bought by the Purchaser. The intent of the sale is that Purchaser will obtain all ownership and control of Eastern Missouri's assets and operation of Eastern Missouri.

b) Pursuant to the above, the present corporate Directors and Officers shall have signed resignations dated as of the Closing to be presented to Purchaser upon payment. Purchaser may then elect new Directors and Corporate Officers.

c) Eastern Missouri shall pay all outstanding bills including PSC assessments which are outstanding up to and including the date of Closing.

d) Sellers shall surrender the Corporate Records, as set forth herein, together with the corporate minute book and seal at Closing.

e) The Closing shall be at 11:00 a.m. on the date of Closing and upon Purchaser's payment of the Purchase Price Purchaser shall receive signed Stock certificates representing all the outstanding stock of Eastern Missouri.

f) Upon completion of the Closing, it shall be the intent of all parties that Purchaser shall have complete ownership and control of all corporate assets except for the present checking account at Commerce Bank in St. Louis County. Purchaser shall be responsible for opening a new corporate account in a different bank.

3/19/00
[Signature]

3/20/00
BGC 10

File 3/20/00

INITIAL & DATE
[Signature] 3/12/00

9. Settlement at Closing

a) Eastern Missouri shall adjust the latest bills, if and when paid, to date of closing and all payments received prior to or after Closing shall be deposited by Sellers into the Commerce Bank account and adjusted to the date of Closing with any balance due the Purchaser to be mailed to purchaser within Ten (10) days of receipt.

b) Seller shall provide a current list of customers, their addresses and current billing rates at the Closing.

c) Sellers shall cancel the present liability policy as of the day after the Closing. Purchaser shall be responsible for obtaining its own insurance as of the Closing. Any rebate of premium from the insurance policy shall revert to the Sellers.

d) It is expressly agreed by all parties that the existing checking account at Commerce Bank in St. Louis County and the balance in that account will remain in control of and be the property of the Sellers after the Closing. This is intended to allow the tax payments check and any other payments to clear and to deposit any rebates with whatever remaining funds to be distributed to the Sellers as they determine.

10. Confidentiality

Between the date of this Agreement and the Closing date, Purchaser and Sellers will maintain in confidence and will cause the elected officials, officers, employees, agents and advisors of the Purchaser or Sellers in confidence and not use to the detriment of another party any written, oral or other information obtained in confidence from another party in connection with this Agreement or the contemplated sale, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the contemplated sale, or (c) the furnishing or use of such information is required by legal proceedings.

3/19/00
JTB

3/20/00
B. J. C. "

3/17/00
JTB

INITIAL & DATE

3/17/00

If the contemplated sale is not consummated, each party will return or destroy as much of such written information as the other party may reasonably request.

11. Notices

All types of communications between Seller and Purchaser, outside of the terms and requirements of this Agreement must be confirmed in writing to become part of this Agreement. Purchaser's address shall be City of Foristell, P.O. Box 50, Foristell, Mo., 63348. Sellers' address shall be Eastern Missouri Utilities Co., Inc., 8922 Manchester Rd., St. Louis Mo. 63144.

12. Captions

Paragraph headings contained herein are for the convenience of the parties only and shall not limit or otherwise affect the meaning hereof.

Agreed upon as of the day first written above.

SELLERS

Betty J. Count
Betty J. Count
Shareholder of 25%

Date 3-20-00

Harry M Boegeman Living Trust

By: Harry M Boegeman Trustee
Harry M. Boegeman, Trustee under the
Harry M. Boegeman Living Trust dated
April 5, 1984 Shareholder of 50%
Date: 3/19/00

James Robert Rowland
James Robert Rowland
Shareholder of 25%
Date: 3/20/00

3/19/00
JB

3/20/00
J.R.C.

PURCHASER

City of Foristell

By: Paul Hiatte
Mayor

Print Name: Paul Hiatte

Date: 3-17-2000

Attest: Sandra Gardinier
City Clerk
Print Name: Sandra Gardinier

Date: 3-17-2000

City Seal here

INITIAL & DATE
OK 3/17/00

St. Charles County (WMOCP)
Eastern Missouri Utilities Company

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Missouri Governor - Stephen M. Malloch, Director

DIVISION OF ENVIRONMENTAL QUALITY

St. Louis Regional Office
10805 Sunset Office Drive, Suite 100 St. Louis, MO 63127-1038
(314) 301-7100
FAX (314) 301-7107

December 8, 1999

Mr. Bob Rowland
Eastern Missouri Utilities Company
8922 Manchester
St. Louis, MO 63144

Dear Mr. Rowland:

On September 20, 1999, an inspection was made of the operation and maintenance of the wastewater treatment facilities serving the Eastern Missouri Utilities Company at Foristell, Missouri. An inspection checklist form is enclosed for your review and recommendations are presented below.

1. This facility has a valid State Operating Permit (MO-0080888), with an expiration date of April 23, 2003.
2. A review of the Discharge Monitoring Reports (DMRs) indicates that all of the required operation testing is not being performed. The flow was being monitored, but only once per week; no other operation testing results have been reported as required.

Clean Water Commission Regulation 10 CSR 20-9.010(5)(A) requires that lagoons be monitored two times per week for the following: *Weather Conditions* - Ambient temperature, cloud cover and precipitation; *Flow* - Influent or Effluent; *pH* - Primary Cell; and *Dissolved Oxygen* - Primary Cell.

3. Eastern Missouri Utilities Company has notified the Department of Natural Resources (DNR) that Mr. James R. Rowland is the certified operator for the facility. DNR's certification records indicate that Mr. Rowland lives in Loveland, Colorado.

Missouri Clean Water Commission Regulation 10 CSR 20-9.020(2) requires companies regulated by the Public Service Commission to have their wastewater treatment facilities directly operated by a certified operator.

3/19/00
AMB

3/20/00
BGC

3/21/00
H/C

INITIAL & DATE

01 2/17/00

EASTERN MISSOURI UTILITIES COMPANY

December 8, 1999

Page 2

The DNR has rated Eastern Missouri Utilities Company wastewater treatment facilities and has determined that the person operating the system must have a Class "D" Certificate issued by the DNR.

4. McCoy Creek paralleling the facility on the eastside contained pools of cloudy and green water and iron leachate was observed in small pools. The creek above the facility was dry; the pools began appearing about halfway down the length of the facility.
5. The effluent inflow structure for Cell #2 was damaged.
6. There was tall grass at the water's edge.

Emergent vegetation in and along the water's edge offers excellent breeding areas for insects and traps floating solids. The results can be offensive and malodorous. Tall grass also offers cover for burrowing rodents. Overall, the grass on the lagoon berm should be kept below six inches in height. This will be sufficient to prevent erosion but short enough to discourage burrowing rodents. No grass should be allowed in the water or within 12-inches of the water's edge.

7. There was evidence of a muskrat population in the lagoons.

If left uncontrolled, muskrats could damage the berm to the point that the lagoon could begin leaking or even breach, resulting in expensive repairs for the facility.

8. The fence was down in the southwest corner of the facility.
9. The creek crossing on the entrance road was in need of repair.

RECOMMENDATIONS:

1. Begin operation monitoring two times per week as required and submit the results with the DMRs.
2. Remove muskrats and fill and compact all muskrat dens.
3. All grass should be removed for a distance of 12-inches back from the water's edge to discourage muskrats.
4. Repair the influent structure on cell two so that water is taken from 12 to 24 inches below the surface.
5. Repair areas of the fence that are down.

3/19/00
JCM

3/20/00
B & C

3/17/00
JCM

INITIAL & DATE
3/17/00 RL

APR -27' 00 (THU) 15:54

ASSURED TITLE

TEL: 6362400786

P. 020/023

CHARLES COUNTY HEALTH DEPARTMENT (WPCD)

December 8, 1999

Page 3

6. Repair the creek crossing.

Should you have any questions or comments, please contact me at the Lincoln County Office at (636) 528-4779.

Sincerely,

ST. LOUIS REGIONAL OFFICE

Paul E. Mueller
For

Paul E. Mueller
Environmental Specialist

PEM/jh

Enclosure

c: Water Pollution Control Program
St. Charles County Health Department
St. Charles County Building Commission

3/19/00
Don B

3/20/00
B. J. C.

jjl
jjl

INITIAL & DATE

Ok 3/17/00

3-20-200 2:54PM

FROM BAYWOOD RLTY 314 952 9902

P. 2

ACKNOWLEDGEMENT TO STOCK SALE AGREEMENT

Dated March 17, 2000

With respect to the Stock Sale Agreement (the "Agreement") dated March 17, 2000 and entered into by and between the City of Foristell, Missouri an incorporated city within the State of Missouri and, severally but not jointly, the shareholders (the "Sellers") of all the issued and outstanding stock of Eastern Missouri Utilities Co. Inc., a Missouri corporation.

The City of Foristell, Missouri acknowledges that certain governmental agencies may require their approval for the City to own Eastern Missouri Utilities Co. Inc. and operate the System and that it is the obligation of the City to obtain such approvals and hold Sellers harmless pertaining to issues thereto.

City of Foristell

BY: *Dawn Hiatte*

Mayor

Print Name: Dawn HiatteDate: 3-24-00Attest: *Sandra Gordinier*

City Clerk

Print Name: Sandra GordinierDate: 3-24-00

City Seal Here

ACKNOWLEDGEMENT TO STOCK SALE AGREEMENT

Dated March 17, 2000

With respect to the Stock Sale Agreement (the "Agreement") dated March 17, 2000 and entered into by and between the City of Foristell, Missouri an incorporated city within the State of Missouri and, severally but not jointly, the shareholders (the "Sellers") of all the issued and outstanding stock of Eastern Missouri Utilities Co. Inc., a Missouri corporation.

The City of Foristell, Missouri acknowledges that certain governmental agencies may require their approval for the City to own Eastern Missouri Utilities Co. Inc. and operate the System and that it is the obligation of the City to obtain such approvals and hold Sellers harmless pertaining to issues thereto.

City of Foristell

By: Dawn Hiatte

Mayor

Print Name: Dawn Hiatte

Date: 3-24-00

Attest: Sandra Gordinier

City Clerk

Print Name: Sandra Gordinier

Date: 3-24-00

City Seal Here

APR. -27' 00 (THU) 15:55

ASSURED TITLE

TEL: 6362400786

P. 023/023

1857

THE CITY OF FORISTELL 6-89
COMBINED WATERWORKS OPERATIONS
P.O. BOX 50
FORISTELL, MO 63348

80-459/910

DATE 4-24-2000

PAY
TO THE
ORDER OF

Assured Title

\$ 20,000.00

Twenty Thousand and ^{NO}/₁₀₀

DOLLARS ☒ NO CHECKS



Commerce Bank^{NA}
St. Louis, Missouri 63385 127

TWO SIGNATURES REQUIRED

Janet Conway

FOR

⑈001857⑈ ⑈081004591⑈ ⑈75752035⑈

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

Exhibit 2

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

NUMBER
13
to replace
No. 5

SHARES
100

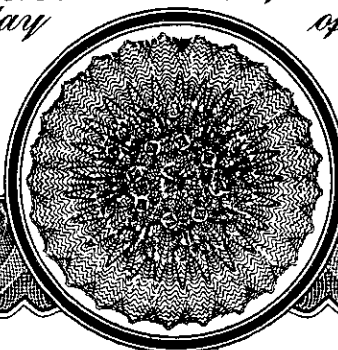
Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

This Certifies that HARRY M. BOEGEMAN, TRUSTEE UNDER THE HARRY M. BOEGEMAN LIVING TRUST DATED APRIL 5, 1984 *is the*
registered holder of One Hundred *Shares*
 of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
 by its duly authorized officers and its Corporate Seal to be hereunto affixed
 this 3rd day of September, A. D. 1992

Harry M. Boegeman Jr.
 SECRETARY



Joe R. Paulina
 PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

NUMBER
9
to replace
No. 1

SHARES
50

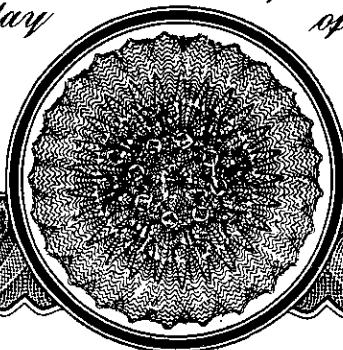
Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

This Certifies that HARRY M. BOEGEMAN, TRUSTEE UNDER THE HARRY M. BOEGEMAN
LIVING TRUST DATED APRIL 5, 1984 *is the*
registered holder of Fifty *Shares*
of the Capital Stock of **EASTERN MISSOURI UTILITIES CO., INC.**, full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

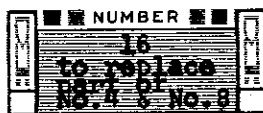
In Witness Whereof, *the said Corporation has caused this Certificate to be signed*
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 3rd *day* *of* September, *A. D. 19* 92

Harry M. Boegeman Jr.
SECRETARY



J. R. Caldwell
PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

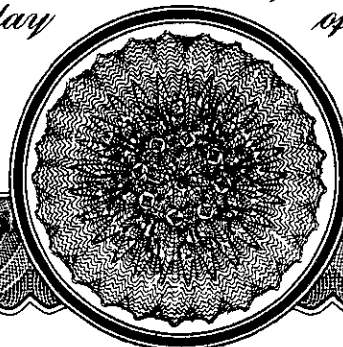
Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

This Certifies that BETTY J. COUNT *is the*
registered holder of Twelve *Shares*
 of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
 by its duly authorized officers and its Corporate Seal to be hereunto affixed
 this 3rd day of September A. D. 1992

Harry M. Boegeman Jr.
 SECRETARY



J. R. Carlson
 PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

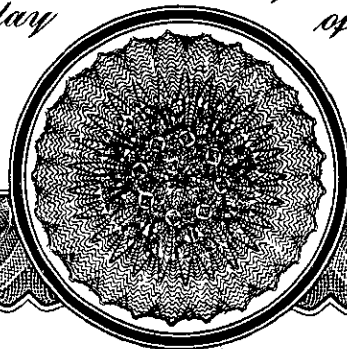
Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

This certifies that BETTY J. COUNT *is the*
registered holder of Twenty *Shares*
 of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, *the said Corporation has caused this Certificate to be signed*
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 3rd *day* of September, A. D. 19 92

Harvey M. Boegemuhl
 SECRETARY



Paul R. Cowland
 PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

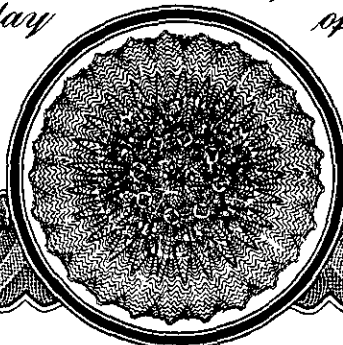
Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

This certifies that BETTY J. COUNT *is the*
registered holder of Forty *Shares*
 of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
 by its duly authorized officers and its Corporate Seal to be hereunto affixed
 this 3rd day of September, A. D. 19 92

Harry M. Boegema Jr.
 SECRETARY



J. R. Paul
 PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

NUMBER
12
To replace
part of
No. 4 & No. 8

SHARES
18

Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

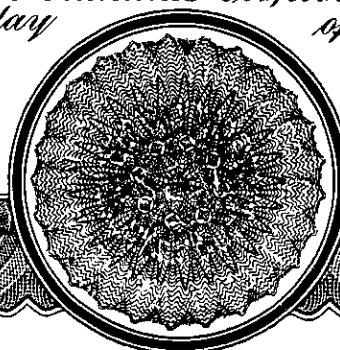
April 27, 2000 - This certificate is a duplicate certificate to replace certificate #12 for 18 shares which has been lost.

Harry M. Zoegenor Jr. Secretary

This Certifies that JAMES ROBERT ROWLAND *is the*
registered holder of Eighteen *Shares*
of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable,
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 3rd day of September A.D. 1992

Harry M. Zoegenor Jr.
SECRETAR



J.R. Rowland
PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

April 27, 2000 - This certificate is a duplicate certificate to replace certificate #11 for 20 shares which has been lost

Harry M. Backstrom Secretary

This certifies that

JAMES ROBERT ROWLAND

is the

registered holder of

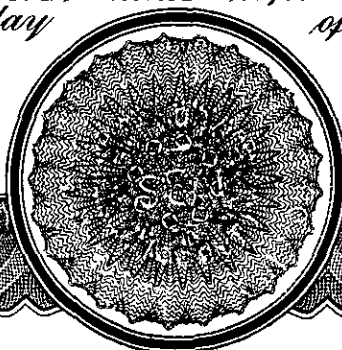
Twenty

Shares

of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable, transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

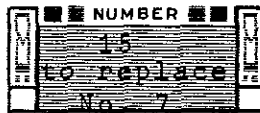
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 3rd day of September A.D. 1992

Harry M. Backstrom
SECRETARY



J.R. Rowland
PRESIDENT

Acme Corporate Book & Seal Co., - Chicago, Ill. 60680

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSOURI

Eastern Missouri Utilities Co., Inc.

AUTHORIZED 3,000 COMMON SHARES OF \$10.00 PAR VALUE EACH

April 27, 2000 - This certificate is a duplicate certificate to replace certificate #15 for 40 shares which has been lost.

Harry M. Boegeman, Secretary

This Certifies that

JAMES ROBERT ROWLAND

is the

registered holder of

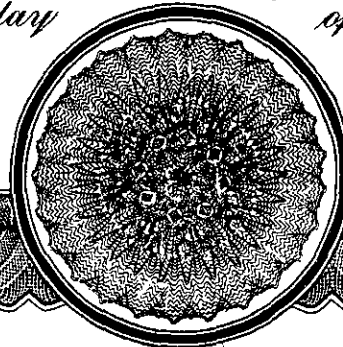
Forty

Shares

of the Capital Stock of EASTERN MISSOURI UTILITIES CO., INC., full paid and non assessable, transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 3rd day of September A. D. 19 92

Harry M. Boegeman, Jr.
SECRETARY



J. R. Rowland
PRESIDENT

RECEIPT OF PAYMENT IN FULL OF STOCK SALE AGREEMENT

I, Betty J. Count, Trustee of the Betty J. Count Living Trust, hereby do acknowledge receipt of \$ 29,625 as payment in full for the Stock Sale Agreement between Eastern Missouri Utilities Co., Inc. and the City of Foristell, Missouri.

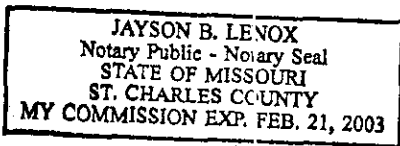
Betty J. Count
BETTY J. COUNT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 1st day of May, 2000, before me, a Notary Public in and for said state, personally appeared BETTY J. COUNT, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that she executed the same for the purposes therein stated and that she executed the same as her free act and deed.

Jayson B. Lenox
Notary Public

My Commission Expires:



RECEIPT OF PAYMENT IN FULL OF STOCK SALE AGREEMENT

I, Harry M. Boegeman Trustee of the Harry M. Boegeman Living Trust, hereby do acknowledge receipt of \$59,750. as payment in full for the Stock Sale Agreement between Eastern Missouri Utilities Co., Inc. and the City of Foristell, Missouri.

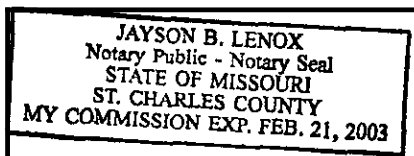
Harry M. Boegeman

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 10 day of May, 2000, before me, a Notary Public in and for said state, personally appeared Harry M. Boegeman, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he/she executed the same for the purposes therein stated and that he/she executed the same as his/her free act and deed.


Jayson B. Lenox
Notary Public

My Commission Expires:



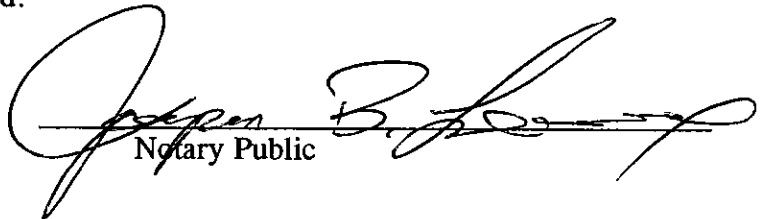
RECEIPT OF PAYMENT IN FULL OF STOCK SALE AGREEMENT

I, James Robert Rowland, Trustee of the James Robert Rowland Living Trust, hereby do acknowledge receipt of \$ 29,625⁰⁰ as payment in full for the Stock Sale Agreement between Eastern Missouri Utilities Co., Inc. and the City of Foristell, Missouri.


JAMES ROBERT ROWLAND

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 1 day of May, 2000, before me, a Notary Public in and for said state, personally appeared JAMES ROBERT ROWLAND, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he executed the same for the purposes therein stated and that he executed the same as his free act and deed.


Notary Public

My Commission Expires:

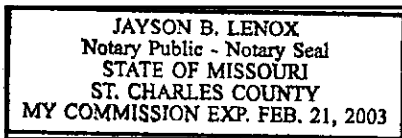


Exhibit 4

RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC.,
A MISSOURI CORPORATION

COMES NOW BETTY J. COUNT, Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation, and on this 12th day of May, 2000, I hereby do resign my Directorship position with Eastern Missouri Utilities Co., Inc., a Missouri corporation, upon the sale of all outstanding stock of Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri. This resignation shall take affect immediately upon the transfer of all the outstanding stock in Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri.

Betty J. Count

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 1 day of May, 2000, before me, a Notary Public in and for said state, personally appeared Betty J. Count, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he/she executed the same for the purposes therein stated and that he/she executed the same as his/her free act and deed.

Jayson B. Lenox
Notary Public

My Commission Expires:

JAYSON B. LENOX Notary Public - Notary Seal STATE OF MISSOURI ST. CHARLES COUNTY MY COMMISSION EXP. FEB. 21, 2003

RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC.,
A MISSOURI CORPORATION

COMES NOW HARRY M. BOEGEMAN SR., Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation, and on this 13TH day of MAY, 2000, I hereby do resign my Directorship position with Eastern Missouri Utilities Co., Inc., a Missouri corporation, upon the sale of all outstanding stock of Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri. This resignation shall take affect immediately upon the transfer of all the outstanding stock in Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri.

Harry M. Boegeman Sr.

STATE OF MISSOURI)

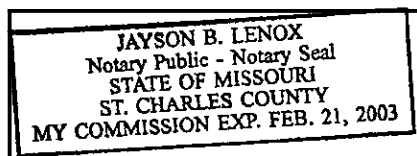
COUNTY OF ST. CHARLES)

SS.

On this 1 day of May, 2000, before me, a Notary Public in and for said state, personally appeared Harry Boegeman Sr., known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he/she executed the same for the purposes therein stated and that he/she executed the same as his/her free act and deed.

Jayson B. Lenox
Notary Public

My Commission Expires:



Sent By: NIEDNER LAW FIRM;

6369493141;

Apr-28-00 13:25;

Page 4/7

RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC.
A MISSOURI CORPORATION

COMES NOW HARRY M. BOEGEMAN Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation, and on this 28th day of April, 2000, I hereby do resign my Directorship position with Eastern Missouri Utilities Co., Inc., a Missouri corporation, upon the sale of all outstanding stock of Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri. This resignation shall take affect immediately upon the transfer of all the outstanding stock in Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri.

HARRY M. BOEGEMAN

STATE OF MISSOURI)

) CAMDEN) SS.
COUNTY OF ST. CHARLES)

On this 28 day of April, 2000, before me, a Notary Public in and for said state, personally appeared HARRY BOEGEMAN, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he/she executed the same for the purposes therein stated and that he/she executed the same as his/her free act and deed.

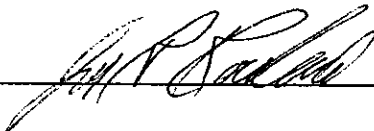
EDWARD S. JUSTUS
Notary Public - State of Missouri
County of Camden
My Commission Expires Sep 24, 2003

Edward S. Justus
Notary Public

My Commission Expires: Sep. 24, 2003

RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC


COMES NOW, James R Rowland, Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation and on this 28th day of April, 2000 I hereby resign my Directorship position with Eastern Missouri Utilities Co., Inc., a Missouri Corporation, effective upon the sale of all outstanding stock of Eastern Missouri Utilities Co., Inc to the City of Foristell, Missouri.



James R Rowland

State of Colorado)
County Of Adams)

On this 28th day of April, 2000, before me, a Notary Public in and for said state, personally appeared James R Rowland, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged that He executed the same for the purpose therein and that he executed the same as his free act and deed.



Notary Public

My Commission Expires

My Commission Expires Mar. 17, 2004

RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC

COMES NOW, Anne C Rowland, Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation and on this 28th day of April, 2000 I hereby resign my Directorship position with eastern Missouri Utilities Co., Inc., a Missouri Corporation, upon the sale of all outstanding stock of eastern Missouri Utilities Co., Inc to the City of Foristell, Missouri.



Anne C Rowland

State of Colorado)
County Of Larimer)

On this 28 day of April, 2000, before me, a Notary Public in and for said state, personally appeared Anne C Rowland, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged that She executed the same for the purpose therein and that she executed the same as her free act and deed.



My Commission Expires 2001

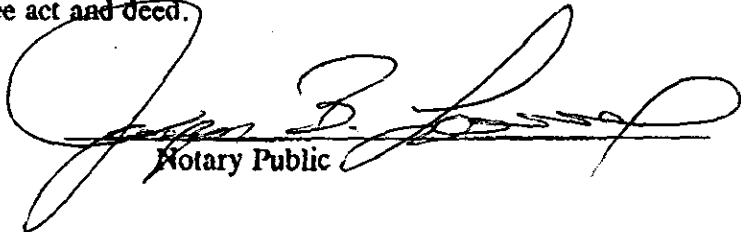
RESIGNATION OF DIRECTORSHIP OF EASTERN MISSOURI UTILITIES CO., INC.
A MISSOURI CORPORATION

COMES NOW KEN FOREMAN, Director of Eastern Missouri Utilities Co., Inc., a Missouri corporation, and on this 15th day of MAY, 2000, I hereby do resign my Directorship position with Eastern Missouri Utilities Co., Inc., a Missouri corporation, upon the sale of all outstanding stock of Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri. This resignation shall take affect immediately upon the transfer of all the outstanding stock in Eastern Missouri Utilities Co., Inc. to the City of Foristell, Missouri.



STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 1 day of May, 2000, before me, a Notary Public in and for said state, personally appeared Ken Foreman, known to me to be the person who executed the within document under oath and subscribed and sworn unto me, and acknowledged to me that he/she executed the same for the purposes therein stated and that he/she executed the same as his/her free act and deed.


Notary Public

My Commission Expires:

