

**CONTRACT FOR
TRANSFER
OF DISTRIBUTION FACILITIES**

Between

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

And

THREE RIVERS ELECTRIC COOPERATIVE

CONTRACT FOR TRANSFER OF DISTRIBUTION FACILITIES

THIS AGREEMENT ("Agreement") made and entered into the 19 day of May, 2015, by and between UNION ELECTRIC COMPANY d/b/a/ Ameren Missouri, a Missouri corporation, (hereinafter referred to as "Company") and THREE RIVERS ELECTRIC COOPERATIVE, a Missouri corporation, (hereinafter referred to as "Cooperative").

RECITALS

- A. Company and Cooperative are authorized by law to provide electric service within the State of Missouri, including, but not limited to, all or portions of Cole, Miller, and Osage Counties.
- B. Company now serves certain customers, which are identified in Exhibit A attached hereto, and the parties agree that these customers would be more reliably served by the Cooperative and thus benefit the public interest.
- C. Cooperative now serves certain customers, which are identified in Exhibit B attached hereto, and the parties agree that these customers would be more reliably served by the Company and thus benefit the public interest.
- D. Company presently owns and operates certain 12 kV distribution facilities and related secondary and service facilities (hereinafter referred to as the "Company Facilities"), which are more particularly described in Exhibit C attached hereto. The Company Facilities are situated upon rights-of-way and easements (hereinafter, collectively referred to as "Company Easements").
- E. Except for those Company Facilities expressly excluded in Exhibit D attached hereto, Company desires to sell and to transfer the Company Facilities and to assign, to the extent that it may legally and contractually do so, its rights under the Company Easements related to the Company Facilities to Cooperative, and Cooperative desires to purchase and accept same, all pursuant to the terms, conditions and provisions hereof.

- F. Cooperative presently owns and operates certain Cooperative Facilities, which are more particularly described in Exhibit E attached hereto. The Cooperative Facilities are situated upon rights-of-way and easements (hereinafter collectively referred to as "Cooperative Easements").
- G. Except for those Cooperative Facilities expressly excluded on Exhibit F attached hereto, Cooperative desires to sell and to transfer the Cooperative Facilities and to assign, to the extent that it may legally and contractually do so, its rights under the Cooperative Easements related to the Cooperative Facilities to Company, and Company 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

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- A. 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 Company and Cooperative.
 3. Exhibit A: List of Structures and Customers to Be Transferred to Three Rivers Electric Cooperative.
 4. Exhibit B: List of Structures and Customers to Be Transferred to Union Electric Company.

5. Exhibit C: Union Electric Company Facilities to Be Transferred by Three Rivers Electric Cooperative.
6. Exhibit D: Union Electric Company Facilities Not to Be Transferred by Three Rivers Electric Cooperative.
7. Exhibit E: Three Rivers Electric Cooperative Facilities to Be Transferred by Union Electric Company.
8. Exhibit F: Three Rivers Electric Cooperative Facilities Not to Be Transferred by Union Electric Company.
9. Exhibit G: Bill of Sale.

All exhibits 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.

- B. **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service is being received or has been requested.
- C. **Effective Date** of this Agreement shall be the effective date of the order issued by the Missouri Public Service Commission ("Commission") pursuant to Sections 393.106, and 394.315, RSMo. 2000, approving this Agreement.
- D. **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.

- E. **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body, and industry-recognized guidelines and professional standards.
- F. **Period of Implementation** shall mean that time period that begins on the Effective Date of this Agreement and ends on the date when all transfers required under this Agreement have been completed. The Period of Implementation shall include the beginning and ending dates.
- G. **Transferee** shall mean the party receiving any and all interest in customer service equipment and any and all rights to serve Customers. Any reference herein to Transferee shall apply to both Company and Cooperative when acting in their capacity accepting such transfer.
- H. **Transferor** shall mean the party granting, conveying, or assigning any and all interest in the customer service equipment and any and all rights to serve Customers. Any reference herein to Transferor shall apply to both Company and Cooperative when acting in their capacity in effecting such transfer.

ARTICLE II

TRANSFER

- A. **Company Agrees to Transfer and Cooperative Agrees to Accept.** Company hereby agrees to transfer to Cooperative, and Cooperative hereby agrees to accept from Company, all Company Facilities as set forth and described in Exhibit C and all rights, privileges and obligations pursuant to Company Easements associated with said Company Facilities, except for those items that are listed in Exhibit D, which are thereby expressly excluded, excepted, and/or reserved.

B. Cooperative Agrees to Transfer and Company Agrees to Accept. Cooperative hereby agrees to transfer to Company, and Company hereby agrees to accept from Cooperative, all Cooperative Facilities as set forth and described in Exhibit E and all rights, privileges and obligations pursuant to Cooperative Easements associated with said Cooperative Facilities, except for those items that are listed in Exhibit F, which are thereby expressly excluded, excepted and/or reserved.

ARTICLE III

CONDITIONS

Except as otherwise provided herein, the Agreement is contingent upon the following conditions:

1. Approval of this Agreement by the Commission including, but not limited to, receipt of an order from the Commission, reasonably satisfactory to both parties, (i) approving the Agreement; (ii) authorizing the transfer of the facilities identified in Exhibits C and E; (iii) authorizing a change in supplier for Customers and structures within and around the communities of Jefferson City and Russellville that are covered by the Agreement; and (iv) a waiver of provisions of the Utility Billing Practices Rule, 4 CSR 240-13.010 et seq., which would prohibit Company from discontinuing service for a Customer's failure to pay a delinquent account owed to the Cooperative.
2. Approval of the Board of Directors of Cooperative.

ARTICLE IV

TAXES

- A. **Taxes Upon Transfer.** Transferee shall be responsible for transfer taxes coincident with and subsequent to the transfer of its facilities to Transferee hereunder including, without any limitations, any sales tax imposed on the sale or transfer.
- B. **Property Taxes.** Transferee and Transferor shall prorate the property taxes associated with their respective facilities for the calendar year of the closing, based upon the Closing Date.

- C. **Other Taxes.** Transferor shall be responsible for paying all license, gross receipts, and franchise taxes owed to the appropriate governmental agency based on service to a Customer until said Customer is transferred to Transferee. Transferee 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 that party failing to pay when due any tax the 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 that falls within a period that commences with the effective date of the Commission's order approving the Agreement and ends no later than three hundred and sixty-five (365) days after that date ("Closing Date"), and at such time and place as the parties mutually agree following the Period of Implementation. If no agreement is reached, the Closing Date shall be on the last business day before expiration of said 365-day period during business hours at a location of which Transferor gives Transferee advanced notice.
- B. **Title and Risk of Loss.** The parties intend to implement the transfer of Facilities in phases. The facilities shall be transferred during the Period of Implementation in the facilities increments identified in Exhibits C and E. The exact timing of such transfers shall be in accordance with future agreement of the parties. Title and risk of loss shall pass at the time the facilities are de-energized by the Transferor following transfer to the Transferee.
- C. **Duties.** At closing, Transferor shall deliver the documents of title, including a bill of sale from each Transferee the facilities, all necessary assignment agreements and consents applicable to the easements, each free and clear from all liens created by Transferor which are of a definite or ascertainable in amount and which may be removed by the payment of money, and shall have made a good faith effort to release the Easements from all such liens. Notwithstanding the foregoing, Transferor shall have no obligation to secure

releases from 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.

- D. **Recording Fees.** Each party shall bear the costs for recording fees for the instruments that it desires to record.
- E. **Possession.** Cooperative shall have the right of possession of the Company Facilities identified in Exhibit C (excluding those items as identified in Exhibit D) upon transfer in accordance with Article V(B) of the Agreement. Company shall have the right of possession of the Cooperative Facilities identified in Exhibit E (excluding those items as identified in Exhibit F) upon transfer in accordance with Article V(B) of the Agreement.
- F. **Customers.** The Customers to be transferred are located in, within, and around the communities of Jefferson City and Russellville. The Customers shall be transferred simultaneously with the transfer of their associated facilities from Transferor's system and subsequent connection to Transferee's system. A list of customers to be transferred to Cooperative from Company is set forth in Exhibit A and a list of customers to be transferred to Company from Cooperative is set forth in Exhibit B.
- G. **Accounts Receivable.** Transferor shall retain all accounts receivable related to Transferor's electric business up to the date each Customer is transferred from Transferor to Transferee. Transferor shall be entitled to receive all money paid to either Transferor or Transferee on said account for service received up to the transfer date.
- H. **Time and Method of Transfers of Easements.** Transferor shall transfer all easements to Transferee on the date of closing by executing an Assignment of Easements in a form reasonably acceptable to Transferee. Transferor shall cooperate with Transferee to obtain the consent for such transfer from the granting party, if required.
- I. **Final Bill.** As each Customer is transferred from Transferor to Transferee, Transferor shall read Customers' meters and provide a final bill to them for service received. Security deposits and accrued interest existing at the time of transfer shall be transferred to the Transferee.

ARTICLE VI
INTERIM OPERATIONS

- A. **Responsibilities of Transferee and Transferor.** After Commission approval and until the Customers are physically removed from Transferor's system and connected to Transferee's system (hereinafter, the "Interim Period"), Transferor will continue to provide maintenance of the facilities, electricity, read meters and bill the Customers. Upon connection to Transferee's system, the Transferee shall take over these responsibilities. Transferor and Transferee agree to cooperate during this transition period in order to minimize any adverse impact on the Customers.
- B. **Emergency Calls.** Transferor shall respond to emergency service calls during the Interim Period. Once facilities are transferred, Transferee shall respond to all emergency service calls associated with the transferred facilities.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

- A. **Transferor.** Transferor represents and warrants to Transferee and agrees with Transferee as follows:
1. **Title.** Transferor warrants to Transferee that Transferor will transfer to Transferee 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.** Transferor will have applied for and/or obtained in due time before the Closing Date, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Transferor's performance of its obligations hereunder.
 3. **Fitness of Property.** The facilities sold and transferred pursuant to this Agreement are sold by Transferor and purchased by Transferee "AS IS," and **TRANSFEROR 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 Transferor 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 Transferor, not contained in this Agreement, shall constitute a warranty that the facilities will conform to the affirmation or promise.

- B. **Transferee.** Transferee represents and warrants to Transferor that Transferee will have applied for and/or obtained before the Closing Date, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Transferor's performance of its obligations hereunder.

ARTICLE VIII

RECORDS

Transferor shall give to Transferee, Transferee'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 Transferor related to this transaction and shall furnish Transferee during such period with information concerning Transferor's affairs as Transferee 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

Transferor shall repair and maintain its facilities in good state of repair through the date of transfer of facilities, ordinary wear and tear excepted, and Transferor shall not dispose of any of such items except in the normal course of business without the consent of Transferee. If, between the time this Agreement is executed and the Closing Date, a significant portion of the facilities is damaged or destroyed beyond normal wear and tear, Transferee and Transferor shall attempt in good faith to achieve a mutually satisfactory agreement for the repair and restoration of such facilities. In the event that Transferee and Transferor cannot agree upon terms for the repair and restoration of such facilities, the parties can agree to exclude the facilities at issue from this Agreement. If any portion of the facilities or easements is taken through condemnation during the period between execution of this Agreement and the Closing Date, Transferee shall be entitled to the condemnation award(s).

ARTICLE X

INDEMNITY AND RELEASE

A. Transferee's Environmental Indemnification and Release.

1. Transferor shall indemnify, defend and save harmless Transferee 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 Transferor prior to Transferee's acquisition of the facilities. This indemnity specifically includes the direct obligation of

Transferor 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. Following the transfer of each increment of facilities, and without limiting its obligations under any other paragraph of this Agreement, Transferee 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. Transferee shall assume, pursuant to paragraph (1) above, any liabilities or responsibilities which are assessed against Transferor in any action described under this paragraph (2).
3. Following the transfer of each increment of facilities, Transferee hereby waives, releases and discharges forever Transferor from all claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses arising out of or in any way connected with the condition, operation or use of the facilities, and easements, 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 Transferee's acquisition of property.

B. Indemnity and Release – Prior to Closing. The parties desire to permit Transferee to have access to the Transferor's facilities prior to closing to aid in the transfer of the facilities. The parties also agree that Transferee shall assume the risks of loss and liability with respect to the facilities attributable to Transferee's access and use of the facilities prior to closing. Accordingly:

1. Transferor hereby gives Transferee permission to access and use the Facilities as required to assist Transferee in planning and implementing the transfer of the facilities contemplated by this Agreement;
 2. Transferee hereby agrees to reimburse Transferor, for any loss of or damage to any of the facilities caused by Transferee's access and use prior to closing; and
 3. Transferee shall indemnify and hold harmless Transferor, the directors, officers, employees, attorneys, and agents of Transferor from and against all liabilities, costs and expenses including, without limitation, reasonable attorney's fees, incurred by Transferor by reason of any injury to or death of any employee of Transferor, employee of Transferee, or third party; or damage to the property of Transferor, Transferee or third party arising out of or involving Transferee'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 TRANSFEROR OR ITS EMPLOYEES**. For purposes of the foregoing indemnification, neither party hereto shall be deemed the agent of the other party.
- C. **Estoppel.** The foregoing provisions of this Article may be pled 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 the individuals listed below 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.

If to:	THREE RIVERS ELECTRIC COOPERATIVE Mr. Tom Werdenhause General Manager Three Rivers Electric Cooperative 1324 E. Main St. P.O. Box 918 Linn, MO 65051 Telephone: 573-644-9000 Fax: 573-644-9055	If to:	UNION ELECTRIC COMPANY Mr. Ralph Webb Director Central Ozarks Division Ameren Missouri 1310 Industrial Dr. P. O. Box 1558 Jefferson City, Missouri 63102-1558 Telephone: 573-681-7100 Fax: 573-681-7510
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

This Agreement may be canceled by mutual written agreement of the parties prior to the first transfer of facilities for any reason. In the event the parties cancel 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 any joint application for approval of this Agreement. 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 in this Agreement, and neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE XIV

NO ASSUMPTION OF LIABILITIES

Both parties acknowledge that the other party is acquiring facilities and Easements without any assumption of the transferring party's liabilities, except as expressly assumed in writing prior to the Closing Date by the party acquiring the facilities and Easements after full disclosure of the nature of liability by the transferring party. Both parties covenant that they shall fully and timely satisfy their liabilities not assumed by the other party hereunder, but relevant to the transactions contemplated hereunder, or the subject matter hereof, including, without limitation, all and any liabilities which shall have accrued prior to the Closing Date.

ARTICLE XV

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. 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. Transferor shall make a good faith effort to file by June 30, 2015, for the approvals of this transfer 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.

UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI

By *David M. Wakeman*

Title Vice President

THREE RIVERS ELECTRIC

By *D. Parlyer*

Title President

ATTEST:

By *Roll Webb*

Title Director

ATTEST:

By *Alan McNeely*

Title Secretary

ATTACHMENTS TO AGREEMENT

- | | |
|------------------|-----------------------------------------------------------------------------------------------------|
| Exhibit A | List of Structures and Customers to Be Transferred to Three Rivers Electric Cooperative |
| Exhibit B | List of Structures and Customers to Be Transferred to Union Electric Company |
| Exhibit C | Union Electric Company Facilities to Be Transferred by Three Rivers Electric Cooperative |
| Exhibit D | Union Electric Company Facilities <u>Not</u> to Be Transferred by Three Rivers Electric Cooperative |
| Exhibit E | Three Rivers Electric Cooperative Facilities to Be Transferred by Union Electric Company |
| Exhibit F | Three Rivers Electric Cooperative Facilities <u>Not</u> to Be Transferred by Union Electric Company |
| Exhibit G | Bill of Sale |

EXHIBIT A

**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO
THREE RIVERS ELECTRIC COOPERATIVE**

<u>Account No</u>	<u>Customer Name</u>	<u>Address</u>	<u>Mailing Address</u>
Mari-Osa-Delta1 40698-01119	Wood, John	79 Co Rd 501 Loose Creek, MO 65054	79 Co Rd 501 Jefferson City, MO 65101
87698-00111	Plumber-Pinney, Barbara	27 Co Rd 501 Loose Creek, MO 65054	27 Co Rd 501 Jefferson City, MO 65101
97698-00110	Plumber-Pinney, Barbara	27 Co Rd 501 Loose Creek, MO 65054	27 Co Rd 501 Jefferson City, MO 65101
25698-00111	Vaneschen, John	20 Co Rd 501 Loose Creek, MO 65054	124 Forest Hill Ave Jefferson City, MO 65109
77698-00112	Huber, Kenneth	20 Co Rd 501 Loose Creek, MO 65054	20 Co Rd 501 Jefferson City, MO 65101
Mari-Osa-Delta2 39038-07114	Greer, Jeannie	170 Sunnyside Ln Loose Creek, MO 65054	170 Sunnyside Ln Loose Creek, MO 65054
08698-00135	Froning, Mathew	40 CottonwoodTrails Ln Jefferson City, MO 65101	40 CottonwoodTrails Ln Jefferson City, MO 65101
Clibourn Rd 99571-10116	Mertens, Carl J Jr & Mary	across from 8426 Clibourn Rd	8426 Clibourn Rd Russellville, MO 65074
33231-09021	Mertens, Carl J Jr & Mary	8431 Clibourn Rd, Russellville, MO 65074	8426 Clibourn Rd Russellville, MO 65074

<u>Account No</u>	<u>Customer Name</u>	<u>Address</u>	<u>Mailing Address</u>
89571-10117	Brown, Robert	8616 Clibourn Rd, Russellville, MO 65074	8616 Clibourn Rd, Russellville, MO 65074
Rainbow Dr 03553-16114	Carmichael, Bill	4807 Rainbow Dr Jefferson City, MO 65109	4807 Rainbow Dr Jefferson City, MO 65109
92553-16117	Wright, Shelley	4811 Rainbow Dr Jefferson City, MO 65109	4811 Rainbow Dr Jefferson City, MO 65109
82553-16136	White, Laverne L	4815 Rainbow Dr Jefferson City, MO 65109 Hwy CC Linn, MO 65051	4815 Rainbow Dr Jefferson City, MO 65109
Linn Field House 70927-05115	Linn R2 Field House	140 Co Rd 751 Bland, MO 65014	1212 E Main St Linn, MO 65051
Co Rd 751 87011-18111	Harris, Movita A	147 Co Rd 751 Bland, MO 65014	140 Co Rd 751 Bland, MO 65014
77011-18130	Shockley, Shawn C	115 McMini Ln Bland, MO 65014	147 Co Rd 751 Bland, MO65014
30011-19129	Lehnhoff, Larry	115 McMini Ln Bland, MO 65014	10681 Mile St Rolla, MO 65401
73011-12117	Lehnhoff, Larry		10681 Mile St Rolla, MO 65401

EXHIBIT B

**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO
UNION ELECTRIC COMPANY**

<u>Map Location No</u>	<u>Customer Name</u>	<u>Address</u>	<u>Rate</u>
1997008	Roy Campbell	2721 Eagle Drive	401
1997006	Johnny Campbell	2715 Eagle Drive	101
1997005	Roy Campbell	2720 Eagle Drive	101
1997002	Larry Lewis LLC	2700 Eagle Drive	401
1997009	Johnny Campbell	2700 Eagle Drive	401
1915096	Bemboom Enterprises	2646 Frog Hollow Rd	401
1910003	Joseph Scheppers	817 Weatherhill Rd	101
1910004	Matthias Tolsdorf	849 Weatherhill Rd	101
2530004	Chi Cheung	Off Andrea Drive	101
2534007	Chi Cheung	Off Andrea Drive	101
2530010	Robert Iven	1415 Hoffman Drive (House)	101
2530011	Robert Iven	1415 Hoffman Drive (Barn)	101
1969035	James Kleindienst	4201 Catalina Drive	101
1969036	Susan E Conrad	4103 Ashley Court	101
1969037	Mike Ittner	4100 Ashley Court	101
1969038	Bill Call	4104 Ashley Court	101
1969039	Jose A Gazca	4113 Catalina Drive	101
1969040	Steve Devries	4109 Catalina Drive	101
1969041	Syed Mahmood	4105 Catalina Drive	101
1969042	Gary Kirkman	4101 Catalina Drive	101
1969043	Garry Suface	4033 Catalina Drive	101
1969044	Steve Ahrens	4029 Catalina Drive	101
1969045	Gregory M Weaver	4028 Catalina Drive	101
1969046	Marilyn Hutcherson	4032 Catalina Drive	101

1969047	Sam Verslues	4204 Wellington Green	101
1969048	Stephen S Maier	4208 Wellington Green	101
1969049	Christopher Ulrich	4212 Wellington Green	101
1969050	Chris George	4215 Wellington Green	101
1969053	Stacy Gillmore	4100 Catalina Drive	101
1924003	Galen Hammann		101
1925024	James Price DBA	2304 Route B	401
1924005	David Smallwood	Tanner Bridge Road	101
1924008	James Schlueter	2238 Tanner Bridge Road	101
1925002	A G Berendzen	2314 Tanner Bridge Road	101
1925020	Kay Chiles	2318 Tanner Bridge Road	101
1925011	Gary Belshe	2506 Tanner Bridge Road	101
128009	City Of Eldon	County Rd 52-4	402
2522002	Verizon Wireless	Site #53739 near Wal Mart	401
1922067	Barbara Wilkinson	2900 Route CC1969035	101

EXHIBIT C

UNION ELECTRIC COMPANY FACILITIES TO BE TRANSFERRED TO THREE RIVERS ELECTRIC COOPERATIVE

Approximately 3.48 pole miles of 12kV and 4kV distribution facilities that are used to serve the structures that are transferred under this Agreement, which includes associated poles, insulators, cross-arms, conductors, transformers and other hardware. Included in this inventory are:

Mari-Osa-Delta1

A portion of Circuit 845051 beginning at a point just south of Hwy 50 and west of Hwy 63 in T43N, R10W, section 10; and running both easterly to its point of ending and westerly and then southerly to its point of ending. A total of approximately 0.30 pole miles; all in Osage County. This transfer includes the following customers listed in Exhibit A: John Wood, Barbara Plumber Piney (2 accounts), John Vanechen, Kenneth Huber.

Mari-Osa-Delta2

A portion of Circuit 845051 beginning at a point just south of Hwy 50 and east of Hwy 63 in T43N, R10W, section 11; and running both westerly to its point of ending and southerly to its point of ending. A total of approximately 0.62 pole miles; all in Osage County. This transfer includes the following customers listed in Exhibit A: Jeannie Greer, Mathew Froning.

Clibourn Rd

A portion of Circuit 806051 beginning just east of the junction of Scrivner Rd and Gully Rd in T43N, R13W, section 20; and running easterly along Gully Rd, then northerly along Clibourn Rd to its point of ending. A total of approximately 1.2 pole miles; all in Cole County. This transfer includes the following customers listed in Exhibit A: Carl J Jr & Mary Mertens (2 accounts), Robert Brown.

Rainbow Dr

A portion of Circuit 818051 beginning south of Rainbow Dr and just east of Hunters Run Rd in T44N, R12W, section 5: and running southerly, then westerly and then northerly to its point of ending north of Rainbow Hills Rd. A total of approximately 0.30 pole miles: all in Cole County.

This transfer includes the following customers listed in Exhibit A: Bill Carmichael, Shelley Wright, Laverne L White.

Linn Field House

A portion of Circuit 831051 beginning south of Fairgrounds Ln in T43N, R8W, section 22: and running southerly and easterly to its point of ending at the Linn R2 Field House. A total of approximately 0.14 pole miles: all in Osage County. This transfer includes the following customers listed in Exhibit A: Linn R2 Field House.

Co Rd 751

A portion of Circuit 834001 beginning just south of Hwy 28 and east of Co Rd 751 in T41N, R7W, section 14: and running southerly and then both easterly to its point of ending and westerly to its points of ending . A total of approximately 0.92 pole miles: all in Osage County. This transfer includes the following customers listed in Exhibit A: Movita A Harris, Shawn C Shockley, Larry Lehnhoff (2 accounts).

EXHIBIT D

UNION ELECTRIC COMPANY FACILITIES
NOT TO BE TRANSFERRED TO THREE RIVERS ELECTRIC COOPERATIVE

The Facilities of the Company not to be conveyed to Cooperative at closing shall include revenue meters, and associated automatic meter reading equipment.

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

EXHIBIT E

THREE RIVERS ELECTRIC COOPERATIVE FACILITIES TO BE TRANSFERRED TO UNION ELECTRIC COMPANY

Approximately 5 pole miles of 12kV distribution facilities that are used to serve the structures that are transferred under this Agreement, which includes associated poles, insulators, cross-arms, conductors, transformers and other hardware. Included in this inventory are:

A portion of Circuit 19-2 beginning at a point just east of Hwy 179 in T44N, R12W, section 15; and running easterly to it point of ending and northerly to a point of ending. A total of approximately 0.40 pole miles; all in Cole County.

A portion of Circuit 19-2 beginning at a point just north of West Edgewood Drive at pole 130807 in T44N, R12W, sections 15; and running northeast into section 10 to Weatherhill Road to a point of ending. A total of approximately 0.50 pole miles: all in Cole County.

A portion of Circuit 19-7 beginning at a point northeast of the junction of Meeting Street and Catalina Drive on primary underground section UG11533 in T44N, R12W, section 5; and running north to the end of Wellington Green to a point of ending. A total of approximately 0.9 miles: all in Cole County.

A portion of Circuit 26-1 beginning at a point just northeast of Route B at pole 135268 in T44N, R11W, section 30; and running southeast to a point of ending. A total of approximately 0.50 pole miles: all in Cole County.

A portion of Circuit 26-1 beginning at a point just north of Route B a pole 135223 in T44N, R12W, sections 24; and running north to a point of ending at pole 135207. A total of approximately 1.27 pole miles: all in Cole County.

A portion of Circuit 26-1 beginning at a point just north of Fox Moor Court at pole 135267 in T44N, R12W, section 27; and running northwest to a point of ending near MO State Hwy CC at pole 135266. A total of approximately .25 miles: all in Cole County.

A portion of Circuit 26-3 beginning at a point south of Hwy 50 at pole 134143 in T44N, R11W, section 26; and running northwest to a point of ending south of Supercenter Drive at pole 142869. A total of approximately .75 miles: all in Cole County.

A portion of Circuit 1-7 beginning at a point west of Hwy CC at pole 126459 in T42N, R15W, section 28; and running west to a point of ending south of Miller County Rd 52-4. A total of approximately 2300 ft: all in Miller County.

EXHIBIT F

**THREE RIVERS ELECTRIC COOPERATIVE FACILITIES NOT TO BE TRANSFERRED TO
UNION ELECTRIC COMPANY**

The Facilities of Cooperative not to be conveyed to Company at closing shall include revenue meters.

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

EXHIBIT G

BILL OF SALE/QUIT CLAIM

[Ameren Missouri as Seller]

This Bill of Sale/Quit Claim is made as of the ____ day of _____, 20__, by and between Union Electric Company d/b/a Ameren Missouri ("Seller"), a Missouri corporation with offices at 1901 Chouteau Avenue, St. Louis, Missouri Three Rivers Electric Cooperative ("Buyer"), a Missouri corporation with offices at 1324 E. Main Street, Linn, Missouri.

In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in accordance with the "Contract for Transfer of Distribution Assets between Union Electric Company d/b/a Ameren Missouri and Three Rivers Electric Cooperative" dated _____, 2015 ("Transfer Agreement"), Seller, its subsidiaries affiliates, directors, officers, and employees, hereby sells, assigns, transfers, conveys, and delivers unto Buyer, and its successors and assigns, all Seller's right, title, and interest in and to the following described distribution facilities, structures, and other related assets ("Assets"):

[Identify transferred Assets]

ASSETS TRANSFERRED THROUGH THIS BILL OF SALE/QUIT CLAIM ARE TRANSFERRED AS IS AND WHERE IS and WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Assets identified in this Bill of Sale/Quit Claim are sold and assigned by Seller in accordance with the Transfer Agreement, and Buyer, for itself, and for its successors and assigns, accepts all risks in connection with the ownership and use of the Assets. Buyer further agrees that upon the sale, assignment, transfer, and conveyance of the Assets Buyer assumes full responsibility for the maintenance and replacement of the Assets, or any part thereof, without recourse to or indemnification from Seller.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of date first above written.

AMEREN MISSOURI

THREE RIVERS ELECTRIC
COOPERATIVE

By: David N. Wakeman

By: Duane Paulsmeyer

Name: David N. Wakeman

Name: Duane Paulsmeyer

Title: Senior Vice President
Operations & Technical Services

Title: President

BILL OF SALE/QUIT CLAIM
[Three Rivers Electric Cooperative as Seller]

This Bill of Sale/Quit Claim is made as of the _____ day of _____, 20____, by and between Three Rivers Electric Cooperative ("Seller"), a Missouri corporation with offices at 1324 E. Main Street, Linn, Missouri, and Union Electric Company d/b/a Ameren Missouri ("Buyer"), a Missouri corporation with offices at 1901 Chouteau Avenue, St. Louis, Missouri.

In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in accordance with the "Contract for Transfer of Distribution Assets between Union Electric Company d/b/a Ameren Missouri and Three Rivers Electric Cooperative" dated _____, 2015 ("Transfer Agreement"), Seller, its subsidiaries affiliates, directors, officers, and employees, hereby sells, assigns, transfers, conveys, and delivers unto Buyer, and its successors and assigns, all Seller's right, title, and interest in and to the following described distribution facilities, structures, and other related assets ("Assets"):

[Identify transferred Assets]

ASSETS TRANSFERRED THROUGH THIS BILL OF SALE/QUIT CLAIM ARE
TRANSFERRED AS IS AND WHERE IS and WITHOUT REPRESENTATIONS AND
WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY
OR FITNESS FOR A PARTICULAR PURPOSE.

The Assets identified in this Bill of Sale/Quit Claim are sold and assigned by Seller in accordance with the Transfer Agreement, and Buyer, for itself, and for its successors and assigns, accepts all risks in connection with the ownership and use of the Assets. Buyer further agrees that upon the sale, assignment, transfer, and conveyance of the Assets Buyer assumes full responsibility for the maintenance and replacement of the Assets, or any part thereof, without recourse to or indemnification from Seller.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of date first above written.

AMEREN MISSOURI

By: David N. Wakeman
Name: David N. Wakeman
Title: Senior Vice President
Operations & Technical Services

THREE RIVERS ELECTRIC
COOPERATIVE

By: Duane Paulsmeier
Name: Duane Paulsmeier
Title: President

