

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

AMEREN ILLINOIS COMPANY d/b/a)
Ameren Illinois,)
)
and) Docket No. 14-
)
MIDAMERICAN ENERGY COMPANY)
)
Petition For Declaratory Ruling that Approval of)
Purchase of Utility Assets Is Not Necessary Pursuant To)
Section 7-102 and 83 Illinois Administrative Code)
105.40 or, in the alternative, Approval of Purchase of)
Utility Assets Pursuant to Section 7-102; Transfer of)
Franchises, Licenses, Permits or Rights to Own Pursuant)
to Section 7-203; Transfer of Certificates of)
Convenience and Necessity pursuant to Section 8-406;)
and the Granting of All Other Necessary and)
Appropriate Relief.)

VERIFIED PETITION

Ameren Illinois Company, doing business as Ameren Illinois, (“Ameren Illinois”), and MidAmerican Energy Company (“MidAmerican”) hereby respectfully request that the Illinois Commerce Commission (“Commission”): (1) declare that the purchase by Ameren Illinois of certain Illinois-based electric transmission assets of MidAmerican is exempt from approval pursuant to Section 7-102 of the Illinois Public Utilities Act (“Act”)¹ and 83 Illinois Administrative Code 105.40 or, in the alternative, approve the purchase pursuant to Section 7-102²; (2) if the Commission must approve the purchase, approve the Transmission Facilities Purchase Agreement Agreement (“Agreement”) and its exhibits attached to this

¹ 220 ILCS 5/1-101 *et seq.*

² As further addressed herein, Section 7-102 could be implicated because the transaction involves two public utilities as defined in Section 3-105, but because both Ameren Illinois and MidAmerican are both electric utilities that have annual gross revenues exceeding \$250,000,000 and the total purchase price of the assets of \$240,000, the transaction is exempt under Section 7-102(E) (as the price is significantly less than \$5,000,000) and 83 Illinois Administrative Code 105.40 (as the consideration is not more than \$300,000).

Petition as Appendix A; (3) transfer to Ameren Illinois the franchises, licenses, permits or rights to own said assets pursuant to Section 7-203 of the Act; (4) transfer to Ameren Illinois the necessary portions of the electric transmission Certificates of Public Convenience and Necessity (“Certificates”) in the name of or that were granted to MidAmerican pursuant to Section 8-406 of the Act; and (5) grant all other necessary and appropriate relief necessary to approve the purchase by Ameren Illinois of the assets, and approve the Transaction as it relates to the Commission’s jurisdiction. (*See* 220 ILCS 5/7-102, 5/7-203, and 5/8-406; 83 Ill. Admin. § 105.40, and 200.220). In further support of the Petition, Ameren Illinois and MidAmerican state the following:

I. INTRODUCTION

1. Ameren Illinois is an Illinois utility engaged in the business of transmitting and distributing electric power and energy and natural gas throughout its certificated service territory within the State of Illinois, and is a public utility within the meaning of § 3-105 of the Act, 220 ILCS 5/3-105. Ameren Illinois is a wholly-owned subsidiary of Ameren Corporation, which has gross annual revenues exceeding \$250,000,000 in all jurisdictions.

2. MidAmerican is an Iowa corporation engaged in the business of generating, transmitting and distributing electricity and distributing natural gas to the public in the Illinois counties of Rock Island, Henry, Mercer and Whiteside, and elsewhere. MidAmerican is a public utility within the meaning of § 3-105 of the Act, 220 ILCS 5/3-105. MidAmerican has gross annual revenues exceeding \$250,000,000 in all jurisdictions.

3. Ameren Illinois submits the affidavit of Mr. Gary Brownfield in support of this Petition. As explained by Mr. Brownfield, the Transaction is beneficial to Ameren Illinois and its customers in a number of respects. The acquisition of the subject assets will ensure the

retention of the existing transmission interconnection with MidAmerican, which is needed to provide adequate reliability to Ameren Illinois customers in the Galesburg area.

4. MidAmerican submits the affidavit of Mr. Dehn A. Stevens in support of this Petition. As explained by Mr. Stevens, the Transaction is beneficial to MidAmerican and its customers in a number of respects. The transfer of ownership better aligns facility ownership with facility use.

5. The Ameren Illinois and MidAmerican transmission systems are interconnected at the Ameren Illinois East Galesburg Substation. This interconnect is governed by an Interchange Agreement, dated March 15, 1973, which was entered into by the predecessors of MidAmerican and Ameren Illinois – Iowa-Illinois Gas and Electric Company and Illinois Power Company, respectively – and has been amended from time to time. A copy of the currently effective Interchange Agreement is attached as Appendix B to this Petition.

6. As specified under the Interchange Agreement, MidAmerican owns and operates a 161 kV transmission line connecting from its Oak Grove Substation near Rock Island, Illinois to Ameren Illinois's East Galesburg Substation. At the East Galesburg Substation, MidAmerican also owns two 161-138 kV transformers (the "East Galesburg Transformers", each nominally rated at 100 MVA) with associated monitoring, controls and protective relays associated with the transformers and transmission line. The interconnection between Ameren Illinois and MidAmerican occurs at the 138 kV side of the two transformers.

7. As specified under the Interchange Agreement, Ameren Illinois owns and operates a 138 kV terminal at the East Galesburg Substation with associated monitoring, controls and protective relays. Ameren Illinois also owns the remainder of its East Galesburg Substation, which is operated at 138 kV. The East Galesburg Substation is interconnected to Ameren

Illinois's transmission system via two 138 kV lines, one connecting to its Kewanee Substation and the other to its Havana Substation. The East Galesburg Substation is also a source to Ameren Illinois's 69 kV sub-transmission system in the Galesburg area via two 138-69 kV transformers at the East Galesburg Substation.

8. As part of their respective on-going efforts to improve the reliability and efficiency of their transmission services, Ameren Illinois and MidAmerican examined the benefit to their respective customers in changing the ownership of certain facilities associated with the interconnection at the East Galesburg Substation. Ameren Illinois and MidAmerican determined that it would be beneficial to transfer the ownership of two transformers and related facilities associated with the interconnection at the East Galesburg Substation from MidAmerican to Ameren Illinois, so as to better align facility ownership with facility use. The Transaction also includes a segment of the MidAmerican Oak Grove-East Galesburg 161 kV Line that will connect to Ameren Illinois' new distribution substation northwest of Galesburg, approximately half way between Oak Grove and Galesburg. This new substation will be referred to as the Mercer Substation.

9. As explained by Mr. Brownfield, purchasing these assets enables Ameren Illinois to retain the existing transmission interconnection with MidAmerican. This transmission interconnection is needed to provide adequate reliability to Ameren Illinois customers in the Galesburg area and also enhances the robustness of the Ameren Illinois transmission system. The addition of the new Mercer Substation will be required to help continue to provide adequate reliability to Ameren Illinois customers. In order for the Mercer Substation to be connected to Ameren Illinois' transmission system, Ameren Illinois will also purchase the section of MidAmerican's 161 kV line between the Mercer Substation and the East Galesburg Substation.

Attached to this Petition is Appendix C which is a diagram showing the location of the various facilities in proximity to each other, and which highlights the nature of the Transaction.

10. Contemporaneous with this filing, Ameren Illinois will make a filing with the Federal Energy Regulatory Commission ("FERC") pursuant to Section 203(a)(1)(B) of the Federal Power Act ("FPA"), 16 U.S.C. § 824b(a)(1)(B), and Part 33 of FERC's regulations, 18 C.F.R. Part 33, to purchase and acquire from MidAmerican the following facilities: two 161-138 kV transformers, along with related substation and other equipment, and an approximate 17.2 mile 161 kV line segment.

II. PROPOSED TRANSACTION

1. On August 26, 2014, Ameren Illinois and MidAmerican entered into the Agreement, which reflects the terms of agreement whereby Ameren Illinois will purchase certain transmission assets of MidAmerican (the "Transaction"). The Agreement, and its exhibits, are attached to this Petition as Appendix A.

2. The assets subject to purchase by Ameren Illinois from MidAmerican and other salient provisions associated with the Transaction are as follows:

(a) Transformers

Ameren Illinois agrees to purchase the following East Galesburg Transformers which purchase is the subject of FERC approval as described above, and explains further:

- (i) 161-138 kV, 75/100 MVA, 55°C Rise, OA/FA Transformer #1;
- (ii) 161-138 kV, 75/100 MVA, 65°C Rise, OA/FA Transformer #2;
- (iii) Substation dead-end structure and equipment associated with the terminal and transformers including substation yard improvements, foundations, two disconnect switches, two Hydran gas-in-oil monitors, station bus, conduit, arresters, support structures, grounding systems, control conductor,

protective relays and any other miscellaneous equipment associated with the transformers; equipment associated with the transmission line relaying including a coupling capacitor and direct transfer trip equipment; and,

- (iv) Upon transfer of ownership of the transformers to Ameren Illinois and as will be reflected in a revised Interchange Agreement described below, Ameren Illinois and MidAmerican will adjust the balancing authority area (“BAA”) boundaries such that the electrical losses on the Transformers are internal to the AMIL BAA. Ameren Illinois will continue this adjustment until interchange metering is installed at Ameren Illinois’s Mercer Substation. Ameren Illinois’s Mercer Substation will be constructed adjacent to MidAmerican’s 161 kV line that connects the Oak Grove and East Galesburg Substations. The Mercer Substation will be connected to the 161 kV line via an in-out arrangement.

(b) Transmission Lines

- (i) MidAmerican will replace its existing, single 161 kV line between Oak Grove and East Galesburg with two lines (161 kV and 345 kV) in a double circuit, common structure configuration that will connect to Ameren Transmission Company of Illinois' ("ATXI") Sandburg Substation. At such time as MidAmerican negotiates the easements for the 345 kV and 161 kV lines, MidAmerican will use its reasonable efforts to include in the easement agreements partial assignment language allowing for the future eventuality of assigning to Ameren Illinois the portion of easement rights attributable to the segment of the 161 kV portion of the double-circuit line that will be transferred to Ameren Illinois.
- (ii) In order for MidAmerican to connect its new 345 kV line in the vicinity of East Galesburg, ATXI will construct, own and operate the Sandburg Substation, to include a 345 kV line terminal accommodating the MidAmerican 345 kV line.
- (iii) Upon FERC approval, MidAmerican will transfer the ownership of the 161 kV line segment between the Mercer Substation and Sandburg Substation to Ameren Illinois within 180 days after the Oak Grove-Sandburg 161 kV and 345 kV double-circuit line is constructed. MidAmerican will retain ownership of the entire 345 kV line from Oak Grove to the Sandburg Substation and the 161 kV line segment from the Oak Grove Substation to the Mercer Substation. MidAmerican will retain ownership of the steel poles, structures and foundations associated with the double-circuit line from the Oak Grove Substation to the Sandburg Substation. Ameren Illinois will own the 161 kV circuit including the insulators, steel structure support

arms, and conductors as well as the shield wire located above the 161 kV circuit between the Sandburg Substation and the Mercer Substation.

- (iv) Ameren Illinois will compensate MidAmerican for the Sandburg Substation - Mercer Substation 161 kV line segment to be transferred from MidAmerican to Ameren Illinois in an amount calculated based on the net book value of the existing MidAmerican 161 kV line segment immediately prior to its removal from service for replacement with the new line on the double-circuit structures.

(c) The Mercer Substation

Ameren Illinois plans to construct, own, operate, and maintain the Mercer Substation which will interconnect to MidAmerican's existing Oak Grove - East Galesburg 161 kV line. The Mercer Substation shall be configured such that the line is routed through the substation by way of a 161 kV ring bus to be constructed, owned, operated, and maintained by Ameren Illinois as depicted on Appendix C. The detailed provisions regarding this interconnection will be reflected in the amended Interchange Agreement. MidAmerican will permit Ameren Illinois to tap into MidAmerican's existing Oak Grove to East Galesburg 161 kV line for the Mercer Substation. The existing 161 kV line segment from the Mercer Substation to the East Galesburg Substation, will continue to be owned by MidAmerican until such time as MidAmerican transfers ownership of the Mercer - Sandburg 161 kV line segment to Ameren Illinois as outlined above.

(d) The Interchange Agreements

Ameren Illinois and MidAmerican will amend their Interchange Agreement to address, among other changes, the change in ownership of the East Galesburg Transformers, the planned tapping by Ameren Illinois of MidAmerican's Oak Grove to East Galesburg 161 kV line, and the planned transfer of ownership of the Mercer - Sandburg 161 kV line segment. Separate amendments to the Interchange Agreement will be needed for each future change in interconnection configurations as they are accomplished. Also, ATXI and MidAmerican will enter into a new Interconnection Agreement relating to the new 345 kV line from the Oak Grove Substation connecting to the Sandburg Substation.

3. MidAmerican will assign to Ameren Illinois any Certificate of Public

Convenience and Necessity for the relevant portion of the 161 kV line or as otherwise applicable ("CPCN"). MidAmerican will also assign to Ameren Illinois any necessary transmission line easements or other rights-of-way associated with the portion of the transmission line to be purchased by Ameren Illinois. All documents reflecting such easements or other rights-of-way

that have been located by the date of this Petition are collectively attached as Exhibit B to the Agreement. To the extent further investigation uncovers more easements or rights-of-way, Ameren Illinois intends for this Petition to transfer the legal rights conveyed in those documents as well. MidAmerican will, to the extent transferable under applicable laws, transfer all rights and incidents of interest in to all, to the extent necessary, franchises, licenses, permits and approvals (collectively, the “MidAmerican Permits”) issued to MidAmerican by government authorities, assigned to MidAmerican by any predecessor-in-interest of MidAmerican or otherwise held by MidAmerican, necessary for the lawful operation of the purchased assets, including the portion of the transmission line referenced in Section 11(b)iii. These rights to the MidAmerican Permits as identified in Exhibit C are provided for as part of the Agreement.

4. The Agreement provides the manner by which the purchase price for MidAmerican’s Transformers at the East Galesburg Substation and the new 161 kV line segment shall be calculated. Based on current information and the net book value of the assets as of December 31, 2013, the consideration is expected to be approximately \$240,000. The purchase price for the segment of MidAmerican’s new 161 kV transmission line facilities to be sold to Ameren Illinois shall be based on the net book value of the existing 161 kV line segment immediately prior to its removal from service. The final amount will reflect any changes in net book value, including additional depreciation until such time as the line is removed from service. These amounts will be paid in cash at the time of closing.

III. TO THE EXTENT THEY ARE APPLICABLE, THE PROPOSED TRANSACTION COMPLIES WITH THE APPLICABLE SECTIONS OF THE ACT

A. The Transaction is Exempted From Approval Under Section 7-102 of the Act.

1. As an initial matter, the Commission should declare, pursuant to 83 Illinois Administrative Code 105.40 and 200.220(a), and Section 7-102(E) of the Act, that the Transaction is exempt from the requirements of consent and approval found in Sections 7-102 and 7-203 of the Act.

2. Section 7-102(E) of the Act provides:

The filing of, and the consent and approval of the Commission for, any assignment, transfer, lease, mortgage, purchase, sale, merger, consolidation, contract or other transaction by an electric or gas public utility with gross revenues in all jurisdictions of \$250,000,000 or more annually involving a sale price or annual consideration in an amount of \$5,000,000 or less shall not be required.

3. As noted above, the Petitioners assert Section 7-102 does not apply because both Ameren Illinois and MidAmerican are electric utilities that have annual gross revenues exceeding \$250,000,000 and the total purchase price of the assets is significantly less than \$5,000,000. The Transaction is also exempt under Section 105.40 of the Commission's rules which provides that sales and leases and other transactions of this nature need not be filed or approved pursuant to Section 7-102 of the Act, where the consideration is not more than \$300,000 for utilities with gross revenues in excess of \$50,000,000 annually.

4. However, even if applicable, a verified Petition such as this one “should reasonably be granted, [provided] that the public will be inconvenienced thereby” – a standard that has been met in this proceeding. (*See* 220 ILCS§ 5/7-102(C)). Moreover, the Commission need not hold a hearing before making this finding. (*Id.*)

5. As explained in Petitioners' testimonies, the public will be inconvenienced by the transfer of MidAmerican's electric transmission assets, along with the associated easements,

rights-of-way, and MidAmerican Permits, to Ameren Illinois. The public will be inconvenienced because Ameren Illinois has the financial ability, and managerial, technical, and financial qualifications to purchase and manage the assets.

6. Further, given the application of 83 Illinois Administrative Code 105.40, the sale of the transformers is exempt and no Commission approval is required, but nonetheless the Commission should approve the Transaction, without hearing, because, even if Section 7-102 applies, the Transaction comports with and satisfies the requirements of that section of the Act.

B. Request for Transfer of Certificates of Public Convenience and Necessity Issued Pursuant to Sections 7-203 and 8-406 of the Act.

1. Section 7-203 of the Act allows the transfer of the CPCN and MidAmerican Permits to Ameren Illinois with the Commission's approval; in prior cases, the Commission has relied on Section 7-203 of the Act for its authority to approve the transfer of CPCNs. (*See Atmos Energy Corporation and United Cities Gas Company*, ICC Docket No. 96-0437, Order Issued June 25, 1997, and *Interstate Power Company and Interstate Power and Light Company*, ICC Docket 00-0261, Order Issued May 23, 2001.)

2. MidAmerican holds a CPCN issued pursuant to, or deemed to have been issued pursuant to, Section 8-406 of the Act for the 161 kV Oak Grove to Galesburg line.³ That CPCN is attached as Appendix D to this Petition. Pursuant to the Agreement, and with the Commission's approval, MidAmerican will transfer to Ameren Illinois the portions of the CPCN that pertain to the purchased assets such that the CPCN would be applicable both to Ameren Illinois's purchased assets and those assets remaining with MidAmerican. Approval of the

³ Section 8-406(b) requires a public utility to obtain Certificates of Public Convenience and Necessity from the Commission prior to beginning the construction of certain new plants, equipment, property or facilities.

transfer of the CPCN for the segment described above is in the public interest for the following reasons as also explained in the affidavits of Mr. Brownfield and Mr. Stevens:

a. The relative ownership and associated operating and maintenance costs of the facilities comprising the interconnection between Ameren Illinois and MidAmerican will be more consistent with the relative reliability benefits derived by each utility.

b. Purchasing the facilities will result in Ameren Illinois avoiding the construction of a new line and related assets.

c. Potential operating issues that could result from having more than one utility's operating facilities within the same substation will be minimized.

d. Ameren Illinois and MidAmerican will each own 161 kV transmission facilities, which may be necessary to serve bundled retail load in their assigned service territories.

3. Therefore, the Transaction comports with both Sections 7-203 and 8-406 of the Act. Petitioners thus request that the Commission approve the Agreement and authorize the transfer from MidAmerican to Ameren Illinois of the portion of the CPCN applicable to the purchased assets that have been granted to MidAmerican.

IV. CONCLUSION

The verified Petition and supporting testimony demonstrate the Transaction is reasonable, that the public will be inconvenienced by the transfer of the subject MidAmerican's electric transmission assets to Ameren Illinois, and Ameren Illinois is capable of both purchasing and maintaining the assets. For the reasons stated above, as well as stated within the testimony filed contemporaneously with this Petition, Petitioners respectfully request the Commission to issue an order as follows:

- (1) Declaring that the Transaction is exempt from approval pursuant to Section 7-102 of the Act and 83 Ill. Admin. § 105.40 , or in the alternative, approving and authorizing the Transaction pursuant to Section 7-102 of the Act on the terms described herein;
- (2) Approving the Agreement and, pursuant to Sections 7-203 and 8-406(b) of the Act, the (a) assignment to Ameren Illinois of any transmission line easements or other rights-of-way associated with the portion of the transmission line to be purchased by Ameren Illinois; (b) transfer to Ameren Illinois of the MidAmerican Permits; and (c) transfer of the portion of the Certificate of Necessity and Convenience associated with the portion of the transmission line to be purchased by Ameren Illinois;
- (3) Authorizing the performance of such other and further actions or transactions which may be necessary and appropriate to carry out the actions proposed in the Transaction; and
- (4) Granting all other relief as the Commission may deem necessary and appropriate.

Dated: September 19, 2014

Respectfully submitted,

AMEREN ILLINOIS COMPANY d/b/a
Ameren Illinois,

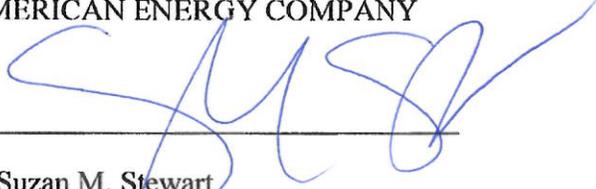
By: 
Attorney for Ameren Illinois Company d/b/a
Ameren Illinois

Edward C. Fitzhenry
Director and Associate General Counsel
One Ameren Illinois Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63166
Telephone: (314) 554-3533
Facsimile: (314) 554-4014
efitzhenry@Ameren Illinois.com

Respectfully submitted,

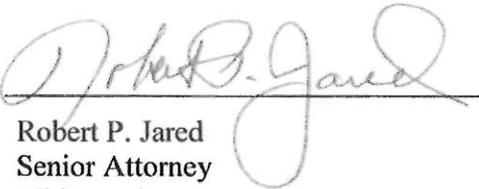
MIDAMERICAN ENERGY COMPANY

By



Suzan M. Stewart
Managing Senior Attorney
MidAmerican Energy Company
401 Douglas Street
P. O. Box 778
Sioux City, Iowa 51102
Telephone: 712/277-7587
Facsimile: 712/252-7396
smstewart@midamerican.com

By



Robert P. Jared
Senior Attorney
MidAmerican Energy Company
106 East Second Street
P. O. Box 4350
Davenport, Iowa 52808
Telephone: 563/333-8005
Facsimile: 563/333-8021
rpjared@midamerican.com

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

AMEREN ILLINOIS COMPANY)	
d/b/a Ameren Illinois)	
)	
and)	
)	
MIDAMERICAN ENERGY COMPANY)	
)	
Petition for Declaratory Ruling that)	Docket No. 14-
Approval of Purchase of Utility Assets Is)	
Not Necessary Pursuant To Section 7-102)	
or, in the alternative, Approval of Purchase)	
of Utility Assets Pursuant to Section 7-)	
102; Transfer of Franchises, Licenses,)	
Permits or Rights to Own Pursuant to)	
Section 7-203; Transfer of Certificates of)	
Convenience and Necessity Pursuant to)	
Ssection 8-406; and the Granting of All)	
Other Necessary and Appropriate Relief.)	

AFFIDAVIT OF GARY T. BROWNFIELD

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

Gary T. Brownfield, being first duly sworn on his oath, states:

1. My name is Gary T. Brownfield and my business address is One Ameren Plaza, St. Louis, Missouri 63166. I am employed by Ameren Services Company (“Ameren Services”). My current title is Supervising Engineer – Transmission Planning in the Transmission Policy and Planning Department. Ameren Services is the service company that provides, among other services, engineering support for the Ameren Corporation's operating utilities, including Ameren Illinois Company d/b/a Ameren Illinois (“Ameren Illinois” or “AIC”). I received Bachelor and Master of Science Degrees in Electrical Engineering from the University of Missouri (Columbia campus) in May and December of 1974, respectively. I joined Union Electric Company in 1974

as an engineer in the System Planning Department. From 1974 to 1993 I had various engineering assignments in the Planning Department, performing studies related to: designing supplies to major customers, performance and reliable expansion of the transmission and distribution system, interregional transmission studies, major power system disturbances, and system reactive supply. In 1993, I became a Supervising Engineer in the Transmission Planning Department. From 1993 through March 2007, I supervised the work of distribution system planning engineers involved in studies related to: designing supplies to major customers, performance and reliable expansion of the distribution system, major power system disturbances, and system reactive supply. In April 2007, I was transferred to supervise the Transmission Planning group.

2. In my present position, my primary responsibility is to oversee transmission system planning activities, including directing, reviewing and performing studies related to major customer load additions, generation interconnection studies, and studies to develop long-range system plans. This responsibility encompasses transmission facilities owned by Ameren Illinois.

3. The purpose of this Affidavit is to summarize the benefits that Ameren Illinois customers will receive from Ameren Illinois' purchase of the transmission facilities, as described both herein and in the Petition filed in this matter (such purchase and associated agreements referred to as the "Transaction").

4. Ameren Illinois and MidAmerican Energy Company ("MidAmerican") currently have in place a transmission interconnection at Ameren Illinois' East Galesburg Substation, where MidAmerican's 161 kV line, which originates from MidAmerican's Oak Grove Substation near Rock Island, Illinois, connects to Ameren Illinois' 138 kV bus through two

MidAmerican owned 161-138 kV power transformers. This interconnection has been in place since, and is subject to an existing Interchange Agreement dated, March 15, 1973.¹ Over the course of the past five years, Ameren Illinois and MidAmerican have discussed potential changes to this interconnection. One possible change discussed was termination of the interconnection due to the decreased importance of the connection to MidAmerican as noted in Mr. Dehn Stevens' Affidavit. Ameren Illinois desired to retain the interconnection and, at the suggestion of MidAmerican, agreed in concept in 2009 to purchase the two 161-138 kV transformers and a section of the Oak Grove – Galesburg 161 kV line from MidAmerican. At that time, the study that ultimately identified the MISO Multi Value Project portfolio was in relatively early stages. As a result of the prior discussions between Ameren Illinois and MidAmerican, and the designation of MidAmerican and Ameren as transmission owners responsible for the Project known as MVP 16 (Fargo - Galesburg - Oak Grove) and approved by MISO in its MTEP 11, the agreement in concept was modified whereby Ameren Illinois would purchase and acquire from MidAmerican the following facilities: (1) two 161-138 kV transformers, with related substation and other equipment, and (2) an approximately 17-mile segment of the new 161 kV circuit anticipated to be rebuilt by MidAmerican as part of MVP 16. The transfer of ownership of this segment is being done in lieu of the purchase of a comparable section of the existing line as originally discussed in 2009. This Transaction will occur pursuant to the terms of the Transmission Facilities Purchase Agreement (“Agreement”).² For a diagram depicting the location of the relevant facilities and further highlighting the nature of the Transaction, please see Appendix C to the Petition.

5. I conclude the Transaction will benefit Ameren Illinois and its customers in that it will

¹ A copy of the currently effective Interchange Agreement is attached as Appendix B to the Petition.

² The Agreement and related exhibits are attached to the Petition as Appendix A.

enable Ameren Illinois to retain the reliability benefits of the existing transmission interconnection with MidAmerican, and facilitate the construction of a new Ameren Illinois substation (the Mercer Substation), which will be located between MidAmerican's Oak Grove Substation and Ameren Illinois' East Galesburg Substation. The new Mercer Substation will be required to continue to provide adequate reliability to Ameren Illinois customers in and around the Galesburg area. The Transaction will help facilitate that goal and will also enhance the reliability of the Ameren Illinois' system in and around the Galesburg area. Had the interconnection been terminated, Ameren Illinois would have to build a new transmission line into the Galesburg area. Purchasing the new 161 kV line from MidAmerican at approximately \$30,000 over the net book value of the depreciated existing line that is being removed from service is far more efficient and cost-effective than Ameren Illinois building its own 138 kV transmission line to the Galesburg area. Further, potential operating issues that could result from having more than one utility's facilities within the same substation will be minimized.

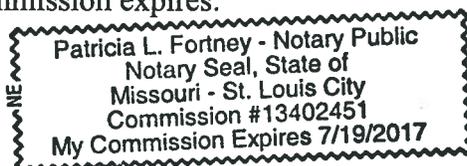
6. This concludes my Affidavit.


Gary T. Brownfield

SUBSCRIBED and SWORN to before me this 15 day of September, 2014.


Notary Public

My Commission expires:



**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

AMEREN ILLINOIS COMPANY)
d/b/a Ameren Illinois)
)
and)
)
MIDAMERICAN ENERGY COMPANY)
)
Petition for Declaratory Ruling that) Docket No. 14-
Approval of Purchase of Utility Assets Is)
Not Necessary Pursuant To Section 7-102)
or, in the alternative, Approval of Purchase)
of Utility Assets Pursuant to Section 7-)
102; Transfer of Franchises, Licenses,)
Permits or Rights to Own Pursuant to)
Section 7-203; Transfer of Certificates of)
Convenience and Necessity Pursuant to)
Section 8-406; and the Granting of All)
Other Necessary and Appropriate Relief.)

AFFIDAVIT OF DEHN A. STEVENS

STATE OF IOWA)
) SS
CITY OF DAVENPORT)

Dehn A. Stevens, being first duly sworn on his oath, states:

1. My name is Dehn A. Stevens. My business address is 106 East Second Street, Davenport, Iowa 52801. I am employed by MidAmerican Energy Company ("MidAmerican") as Director – Transmission Services. I received a Bachelor of Science degree in Electrical Engineering in 1991 from Iowa State University. I have been employed by MidAmerican or its predecessor company, Iowa-Illinois Gas and Electric Company ("Iowa-Illinois"), since 1991. My duties have included working as an engineer in the electric design division and as an engineer in the electric planning division for Iowa-Illinois. With Iowa-Illinois' merger into MidAmerican on July 1, 1995, I became an engineer in the system planning department and was subsequently promoted

to Senior Engineer in the System Planning Department in 1996. In 1998, I was promoted to Supervisor – Transmission and Distribution Planning and subsequently to Supervisor - Electric System Planning when the name of the department was changed. On December 1, 2008 I was promoted to Manager – Transmission Services and on February 1, 2014 I was promoted to my present position. I am a member of the Institute of Electrical and Electronics Engineers (“IEEE”) and have served as Chair of the Executive Committee of the IEEE’s Iowa-Illinois Section. I am also a registered professional engineer in the state of Iowa.

2. In my present position I develop strategy and business plans for efficient, safe, reliable and regulatory-compliant utilization of the MidAmerican transmission system. I manage the business use of MidAmerican’s high-voltage distribution and transmission assets, including existing and new interconnections. With MidAmerican being a Transmission Owner in the Midcontinent Independent System Operator, Inc. (“MISO”), my responsibilities include the development of annual rate updates to MidAmerican’s formula transmission rate template and participation as one of MidAmerican’s primary representatives to the MISO Transmission Owners Committee and I am presently serving as Chair of that committee. I direct the handling of requests and the processing of transmission-related agreements and the development of transmission-related rates and charges and I represent the Company’s interest in regional transmission-related forums.

3. I have testified before the Commission in Docket No. 14-0066 regarding a general rate case and in Docket No. 11-0492 regarding the re-delineation of certain 69 kilovolt facilities from local distribution accounts to transmission accounts. In addition, I have testified before or submitted written testimony to the Iowa Utilities Board, the South Dakota Public Utilities Commission and the Federal Energy Regulatory Commission (“FERC”).

4. The purpose of this Affidavit is to summarize, from MidAmerican's perspective, the benefits and cost savings which MidAmerican customers will receive from Ameren Illinois' purchase of the transmission facilities as described in this filing, which this Affidavit supports.

5. Mr. Brownfield of Ameren has submitted an affidavit which describes the existing physical facilities, the facilities to be transferred and the facilities to be constructed in the near future. For the sake of efficiency, I will not again describe those matters in this affidavit. Rather, I will simply state the benefits of the Transfers to MidAmerican.

6. The Transfers will better align facility ownership with facility use in the Galesburg area. When the facilities were originally constructed in the 1950's, the 161 kV line from Galesburg to the Quad Cities area served as a significant source of external supply and reliability. However, in the intervening years since that construction, much has changed in terms of facilities serving the Quad Cities area. Namely, a 345 kV loop around the Quad Cities now exists as a consequence of major generation station construction in the area including the Quad Cities Nuclear Generating Station near Cordova, Illinois and the Louisa Generating Station near Muscatine, Iowa. The 345 kV loop now provides four points of supply into the Quad Cities 161 kV system. In addition, there are four other 161 kV lines connecting into the Quad Cities as well as local generation and several 69 kV connections. The relative importance of the Galesburg source to the Quad Cities system has decreased from its original purpose and intent.

7. Despite its decreased importance to MidAmerican, MidAmerican is nonetheless committed to working with its interconnected neighboring utilities to ensure long-term needs of our utilities are met. It is in that light that MidAmerican has worked with Ameren Illinois to develop a plan to better align facility ownership with facility use. MidAmerican is fully

supportive of the Transfers and is confident that the needs of our customers are protected by the resulting ownership and use.

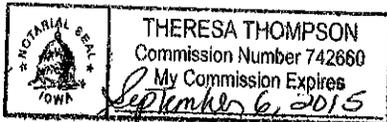
8. With regard to the price of the facilities being transferred, the price fairly recognizes the value of the facilities by basing the value on net book value but also recognizing that a book value of a substantially depreciated asset is not the only measure of the value of the asset. I believe the price to be appropriate given the actual value of the facilities in terms of replacement cost and other considerations.

9. This concludes my Affidavit.



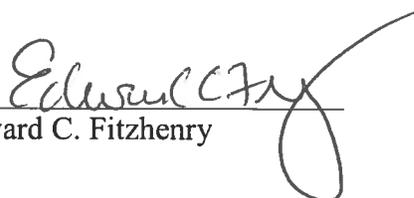
Dehn A. Stevens

SUBSCRIBED AND SWORN to before me on this 10th day of September, 2014


Notary Public

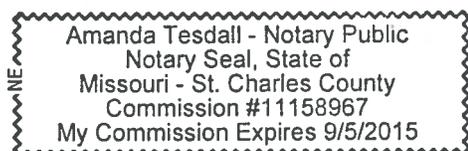
VERIFICATION

I, Edward C. Fitzhenry, certify that: (i) I am an attorney for Ameren Illinois Company d/b/a Ameren Illinois; (ii) I have read the attached Petition; (iii) I am familiar with the facts stated therein; and (iv) the facts are correct and true to the best of my knowledge.


Edward C. Fitzhenry

SUBSCRIBED and SWORN to
before me this 18th of September, 2014


Notary Public



VERIFICATION

I, Dehn A. Stevens certify that: (i) I am Director – Transmission Services, of MidAmerican Energy Company; (ii) I have read the attached Petition; (iii) I am familiar with the facts stated therein; and (iv) the facts are correct and true to the best of my knowledge.

Dehn A

SUBSCRIBED and SWORN to
before me this 18th of September, 2014

Theresa Thompson



TRANSMISSION FACILITIES PURCHASE AGREEMENT

THIS TRANSMISSION FACILITIES PURCHASE AGREEMENT (the Agreement") is made and entered into this 26th day of August, 2014, by and between MidAmerican Energy Company, an Iowa corporation ("Seller"), and Ameren Services Company on behalf of Ameren Illinois Company, doing business as Ameren Illinois, an Illinois corporation ("Buyer"), each individually referred to as a "Party" and together as "Parties."

RECITALS

A. The electric transmission systems of the Parties in the vicinity of Rock Island and Galesburg, Illinois are interconnected at Buyer's East Galesburg Substation, which interconnection is governed by an Interchange Agreement dated March 15, 1973 between the Parties' predecessor companies as amended and accepted for filing by the Federal Energy Regulatory Commission ("FERC") ("Interchange Agreement").

B. Under the Interchange Agreement, Seller owns and operates a 161 kV transmission line connecting from its Oak Grove Substation to Buyer's East Galesburg Substation ("Existing 161 kV Line") and also owns and operates two 161-138 kV transformers (one rated 100 MVA and the other rated 101 MVA) and associated ancillary equipment, monitoring, controls and protective relays associated with the transformers and the Existing 161 kV Line, all located within the East Galesburg Substation ("Seller's Galesburg Substation Facilities"). Buyer owns the remainder of the facilities located in the Buyer's East Galesburg Substation, which facilities include a 138 kV terminal and associated monitoring, controls and protective relays. The East Galesburg Substation is interconnected to Buyer's transmission system and is also a source to its sub-transmission system in the Galesburg area.

C. The Parties have concluded that there is mutual benefit in changing the ownership of certain facilities in the vicinity of the East Galesburg Substation.

D. Seller wishes to sell and Buyer wishes to purchase from Seller the Seller's Galesburg Substation Facilities as described in Exhibit D pursuant to the terms of this Agreement and to take such other actions as necessary to consummate the transfer of ownership of this Asset. Coincident with the

transfer of ownership of the Seller's Galesburg Substation Facilities, the Interchange Agreement will be superseded and replaced with a Transmission Interconnection Agreement between the Parties.

E. Buyer has determined the need for a new distribution substation near the mid-point of the Seller's Existing 161 kV Line between Oak Grove substation and East Galesburg substation to be connected to the Existing 161 kV Line. The new distribution substation to be owned by Buyer will be called Mercer. Seller has agreed to permit Buyer to interconnect the Mercer substation to its Existing 161 kV Line with such connection to occur in 2014.

F. The Existing 161 kV Line is scheduled to be rebuilt by the Seller in 2016 as part of a new double-circuit transmission line with one 345 kV circuit and one 161 kV circuit. Ameren Transmission Company of Illinois will build a new 345-138 kV substation to be named Sandburg Substation immediately adjacent to the East Galesburg Substation. The 345 kV circuit of the double-circuit line to be built by Seller will connect from the Seller's Oak Grove Substation to the Buyer's Sandburg Substation. The 161 kV circuit of the double-circuit line to be built by the Seller will connect from the Oak Grove Substation to the Mercer Substation and continue to either the East Galesburg Substation or the Sandburg Substation. For the purpose of this Agreement, the terms "East Galesburg Substation" and "Sandburg Substation" are used interchangeably with respect to where the 161 kV line from the Mercer substation will connect.

G. Following the construction of the new 161 kV circuit, Seller wishes to sell and Buyer wishes to purchase from Seller a segment of the rebuilt 161 kV transmission line between Mercer Substation and East Galesburg Substation ("Mercer - Galesburg 161 kV Line Segment") as described in Exhibit E pursuant to the terms of this Agreement and to take such other actions as necessary to consummate the transfer of ownership of this Asset.

H. The Parties agree that the Closing of the sale of the Seller's Galesburg Substation Facilities set forth in Exhibit D will not occur at the same time as the Closing of the sale of the Mercer - Galesburg 161 kV Line Segment facilities set forth in Exhibit E.

I. The Parties further agree that neither Asset transfer is contingent on the Closing of the other Asset transfer.

AGREEMENT

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

1. Sale and Transfer of Ownership of Assets.

1.1 Sale of Assets. On the applicable closing dates (as defined in Section 3.1 below) for each Asset transfer, and subject to the terms and conditions set forth in the Agreement, Seller shall sell, transfer, convey and assign its interests in the Seller's Galesburg Substation Facilities listed in Exhibit D and the Mercer - Galesburg 161 kV Line facilities listed in Exhibit E (each individually an "Asset" and collectively, the "Assets") to Buyer free and clear of all mortgages, liens, security interests and encumbrances.

1.2 Purchase and Assumption of Ownership of Assets. On each applicable closing date, simultaneously with the sale by Seller of each Asset, Buyer will purchase and assume ownership of such Asset.

2. Consideration. In full consideration for its purchase and sale of the Asset set forth in Exhibit D, Buyer shall pay Seller in cash by wire transfer of immediately available funds in U.S. Dollars to such account(s) designated by Seller prior to Closing, the purchase price calculated by multiplying Seller's net book value of the Asset set forth in Exhibit D by a factor of 1.30. The net book value of the Asset set forth in Exhibit D as of December 31, 2013 was \$85,314. Buyer and Seller agree that the net book value utilized for the purpose of determining the Purchase Price of the assets set forth in Exhibit D shall be the net book value as of the date of the Closing. By way of example, if the net book value of the assets set forth in Exhibit D is \$80,000 at the time of Closing, the Purchase Price would be

calculated to be \$80,000 times a factor of 1.30 resulting in a Purchase Price of \$104,000.

In full consideration for its purchase and sale of the Asset set forth in Exhibit E, Buyer shall pay Seller in cash by wire transfer of immediately available funds in U.S. Dollars to such account(s) designated by Seller prior to Closing, the purchase price calculated by multiplying the net book value of the Asset set forth in Exhibit E by a factor of 1.30. The net book value of the Asset set forth in Exhibit E as of December 31, 2013, trended to December 31, 2016 was \$89,673. Buyer and Seller agree that the net book value utilized for the purpose of determining the Purchase Price of the Asset set forth in Exhibit E shall be the net book value of the Mercer - Galesburg 161kV Line Segment as of the date the 161 kV line is removed from service for the purpose of constructing the new line as described in the recitals of this Agreement. By way of example, if the net book value of the Mercer - Galesburg 161 kV Line Segment is \$100,000 on the date it is removed from service, the Purchase Price would be calculated to be \$100,000 times a factor of 1.30 resulting in a Purchase Price of \$130,000.

3. Closing.

3.1 Closing Dates. The closing for each transaction (each a "Closing") shall be at a date determined by the Parties after all required regulatory approvals are received, including but not limited to Illinois Commerce Commission ("ICC") and FERC approval of these transactions, acceptance for filing with FERC of the revised Transmission Interconnection Agreement, and solely with respect to the transmission line, after approval of the transfer of the applicable portion of the certificate of public convenience and necessity from Seller to Buyer by the ICC, and after the Mercer - Galesburg 161 kV Line Segment has been fully constructed, inspected and found to be reasonably acceptable to Buyer, in Buyer's sole discretion, and is ready to be put into service (each Closing to be referred to as a "Closing Date").

3.2 Closing Deliveries.

- (a) To effect the sale and transfer of each Asset, Seller will, at each Closing, deliver to Buyer the following as applicable to each such Closing:
 - (i) A duly executed Bill of Sale substantially in the form set forth in Exhibit A attached hereto;
 - (ii) A duly executed Assignment of Easement Rights substantially in the form set forth on Exhibit B attached hereto partially assigning all applicable easements as specifically set forth in Exhibit B;
 - (iii) A duly executed Assignment of Licenses and Permits substantially in the form set forth on Exhibit C attached hereto, assigning all applicable licenses and permits as specifically set forth on Exhibit C;
 - (iv) Any third party consents to the transactions contemplated hereby.
 - (v) Such other documents, instruments or certificates as Buyer or its counsel may reasonably request, including all applicable licenses and permits, and if available, maps, drawings and other design and data documents related to the Assets.
- (b) At each Closing, Buyer shall deliver to Seller the following as applicable to each such Closing:
 - (i) The applicable Purchase Price associated with the Asset being transferred at such Closing;
 - (ii) A duly executed Bill of Sale substantially in the form set forth on Exhibit A attached hereto;

- (iii) A duly executed Transfer of Easement Rights substantially in the forms set forth on Exhibit B attached hereto;
- (iv) A duly executed Assignment of Licenses and Permits substantially in the form set forth on Exhibit C attached hereto; and
- (v) Solely with respect to the Closing associated with the Mercer - Galesburg 161 kV Line Segment, an acknowledgement of Buyer that the transmission line has been inspected by Buyer and found to be constructed in accordance with good utility practice.

3.3 Passage of Time and Risk of Loss. Legal title, equitable title and risk of loss with respect to each Asset will pass to Buyer when each Asset is transferred at its applicable Closing, which shall be deemed to have occurred at 12:01 a.m. Central Time on the applicable Closing Date. All liabilities associated with or related to each Asset which are based upon acts, omissions or events occurring or conditions existing prior to the applicable Closing, specifically including environmental liabilities and associated response costs, if any, including such costs incurred after such applicable Closing, shall be the responsibility of Seller (the "Seller Liabilities") and all liabilities associated with or related to each Asset which are based upon acts, omissions or events occurring or conditions created after each such applicable Closing, specifically including environmental liabilities, shall be the responsibility of Buyer (the "Buyer Liabilities"). Buyer is receiving title to the Assets in reliance upon its personal inspection of the Assets. Buyer acknowledges that it has been given an opportunity by Seller to conduct an inspection of Seller's Galesburg Substation Facilities set forth in Exhibit D at their present location and Buyer has concluded that such Asset meets with Buyer's acceptance in all

respects as of the date of execution of the Agreement. Buyer further acknowledges that it will be provided an adequate opportunity by Seller to conduct an inspection of the Mercer - Galesburg 161 kV Line Segment facilities set forth in Exhibit E at their future location prior to accepting ownership, and once Buyer has concluded that such Asset meets with Buyer's acceptance in all respects, Buyer shall be required to Close on that portion of the transaction. If during the course of Buyer's inspection, Buyer does not reasonably find the transmission line facilities constructed in accordance with good utility practice, Buyer shall identify such deficiency and share its findings with Seller, and Seller shall, upon receiving such deficiency notice, remedy such deficiency as promptly as practicable.

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

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

- 4.1 Enforceability. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.
- 4.2 Title to Assets. Seller has, and at each applicable Closing will transfer to Buyer, marketable title to such applicable Asset free and clear of all mortgages, liens and security interests, and Seller possesses and has the right

to convey to Buyer all rights-of-ways, easements and/or permits over the real estate upon which each Asset is situated sufficient for the ownership, operation and maintenance of each Asset.

- 4.3 Condition of Assets. Seller warrants that the Asset as shown in Exhibit D was constructed and is operating in accordance and compliance with applicable laws, rules, regulations, orders and standards and is otherwise in good operating condition consistent with good utility practice. Seller further warrants that the Asset shown in Exhibit E shall be constructed in accordance and compliance with applicable laws, rules, regulations, orders and standards and will otherwise be in good condition consistent with good utility practice.

5. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and will be true and correct on each Closing Date: (1) the execution, delivery, and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Buyer, and (2) this Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

6. Disclaimer of Liability. BUYER ACKNOWLEDGES THAT SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY OTHER THAN AS EXPLICITLY SET FORTH IN SECTION 4 HEREOF. SPECIFICALLY, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING, AND EXPLICITLY DISCLAIMS, ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE REGARDING (I) THE CONDITION OF THE ASSETS TRANSFERRED HEREUNDER, OR (II) THE REVENUES OR INCOME THAT MAY BE GENERATED FROM THE ASSETS. SUBJECT TO THE LIMITATION SET FORTH EXPLICITLY IN SECTION 4 HEREOF, THE PARTIES AGREE THAT THE ASSETS SOLD PURSUANT TO THIS AGREEMENT ARE RELEASED "AS IS, WHERE IS", AND WITH ALL FAULTS, EXCEPT FOR WARRANTY OF TITLE, AND SUBJECT TO THE LIMITATION SET FORTH EXPLICITLY IN SECTION 4 HEREOF, WILL BE TRANSFERRED ON THE APPLICABLE CLOSING DATE WITHOUT ANY EXPRESS

OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE CONSTRUCTION, OR ANY OTHER WARRANTY WHATSOEVER (NOT LIMITED TO WARRANTIES SPECIFICALLY ENUMERATED ABOVE) WHICH MAY RUN TO ANY PERSON FROM SELLER OR FROM ANY MANUFACTURER, CONTRACTOR, OR OTHER PERSON CONCERNING ANY COMPONENT OR ASPECT OF THE ASSETS' DESIGN, ENGINEERING, CONSTRUCTION, INSTALLATION, MAINTENANCE, REMOVAL OR USE (OR ANY ACTIVITY WHATSOEVER).

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

- 7.1 Continued Truth of Representations and Warranties of Seller. The representations and warranties of Seller shall be true on and as of each Closing Date as though such representations and warranties were made on and as of such date.
- 7.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of Seller to authorize or carry out this Agreement and to sell the Assets shall have been taken.
- 7.3 Governmental and Other Third Party Consents and Approvals. Seller and Buyer shall have received all requisite consents and approvals of all third parties (including any governmental agency, department, bureau, commission, or similar body, the consent, authorization, or approval of which is necessary under any applicable law, rule, order, or regulation) whose consent or approval is required for the consummation by Seller and Buyer of the transactions contemplated by this Agreement.
- 7.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted by any governmental body or person whatsoever which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which might affect the right of Buyer to own or use the Assets after Closing.

7.5 Closing Deliveries. At or prior to each applicable Closing, Buyer shall have received all documents and consents required to be delivered by Seller pursuant to this Agreement that are applicable to the Asset being transferred at such Closing.

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

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

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

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

9. Miscellaneous.

9.1 Taxes. Seller and Buyer shall each pay fifty percent (50%) of all transfer taxes associated with the transactions. Seller will pay all real, personal and ad valorem property taxes and assessments for all fully completed prior tax years and prorated taxes during the tax year in

which each Date of Closing occurs that are associated with each Asset transferred hereunder.

- 9.2 Indemnification. Seller does hereby agree to indemnify and hold harmless Buyer from all claims, demands, liabilities and expenses (including reasonable attorney's fees) arising out of or related to the Seller Liabilities. Buyer does hereby agree to indemnify and hold harmless Seller from all claims, demands, liabilities and expenses (including reasonable attorney's fees) arising out of or related to the Buyer Liabilities.
- 9.3 Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, each party shall be responsible for its own cost and expenses of preparing for and conducting such litigation.
- 9.5 Survival. All covenants, warranties and representations set forth in this Agreement shall survive each Closing.
- 9.6 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by facsimile, a nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows or to such other address of which the Parties may have given notice:

If to Seller:

MidAmerican Energy Company
Attn: Vice President - Compliance and
Standards
666 Grand Avenue, 29th Floor
Des Moines, IA 50309
Telephone: 515.252.6429
Facsimile: 515.242.4080

With a copy to:

MidAmerican Energy Company

Attn: General Counsel
666 Grand Avenue, 29th Floor
Des Moines, IA 50309
Telephone: 515.242.4300
Facsimile: 515.242.4080

If to Buyer:

Ameren Services Company
Attn: Sr. Vice President Transmission
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Telephone: 314-554-2050
Facsimile: 314-554-3066

With a copy to:

Ameren Services Company
Attn: General Counsel
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Telephone: 314-554-3271
Facsimile: 314-554-4014

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

- 9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that no assignment by Buyer or Seller shall release such Party from any obligation or liability under this

Agreement without the express written consent of the other Party.

- 9.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby.
- 9.9 Amendments. No supplement, modification, or waiver of this Agreement shall be binding unless in writing and signed by both Parties.
- 9.10 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof.
- 9.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to the choice of law rules of such state. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. **EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
- 9.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 9.13 Headings. The section headings are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

- 9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.15 Exhibits. All of the exhibits attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

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

ATTEST:

BUYER:

AMEREN SERVICES COMPANY ON BEHALF
OF
AMEREN ILLINOIS COMPANY d/b/a
Ameren Illinois

By: *G.L. Waters*

By: *Maureen A. Borkowski*

Name: G.L. WATERS

Name: Maureen A. Borkowski

Title: Asst. Secretary

Title: Senior Vice President, Transmission

ATTEST:

SELLER:

MIDAMERICAN ENERGY COMPANY

By: *Paul J. Leighton*

By: *Jeffery J. Gust*

Name: Paul J. Leighton

Name: Jeffery J. Gust

Title: Vice President & Secretary

Title: Vice President - Compliance & Standard..

EXHIBIT A

FORM OF AGREEMENT AND BILL OF SALE

MidAmerican Energy Company ("Seller"), in consideration of the covenants and agreements set forth herein, hereby grants, sells, transfers and delivers to Ameren Illinois Company d/b/a Ameren Illinois ("Buyer"), the following described Asset, Easement Rights, Licenses, and Permits, as defined in this Exhibit A below, or in Exhibits B or C:

WITNESSETH

WHEREAS, pursuant to that certain Transmission Facilities Purchase Agreement, dated as of _____, 2014, by and between Seller and Buyer ("Agreement"), Seller has agreed to sell the Asset (as defined in Exhibit _ of the Agreement) to Buyer on the terms and subject to the conditions set forth in the Agreement, and Buyer has agreed to acquire and accept the Asset from Seller on such basis;

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

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

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

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

SECTION 1. *Transfer of Assets.* Seller does hereby sell, assign, transfer, convey and deliver unto Buyer and its successors and assigns for its and their use, all of Seller's right, title and interest in and to the Asset free and clear of all mortgages, security interests, liens and encumbrances, to

have and to hold. The Asset, among other items, includes the facilities listed in Exhibit A of this Bill of Sale.

1. Personal Inspection by Buyer.

Buyer is receiving title to the Asset in reliance upon its personal inspection of the Asset. Buyer acknowledges that it has been given an opportunity by Seller to conduct an inspection of the Asset at its present location and Buyer has concluded that such Asset meets with Buyer's acceptance in all respects. [Buyer acknowledges that Seller has advised Buyer that the Transformers included in the Asset have tested above 'non-detect' for PCBs, however, Buyer assumes full responsibility to have the Asset inspected further (including testing by such experts as Buyer deems appropriate) to determine the suitability or fitness of the Transformers included in the Asset for any desired use, or disposal, and Buyer may not rely on Seller's test results or representations of test results.]

2. NO WARRANTIES.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS PROVIDING WARRANTIES ONLY AS SPECIFIED IN THE AGREEMENT.

3. Indemnification.

Buyer and Seller specifically agree to defend, indemnify and hold harmless the other only as specified in the Agreement.

4. Delivery and Transfer of Title.

Tender of delivery and receipt of the Asset shall be at the location where the Asset is situated or at such other location(s) as designated by MidAmerican. Title to and risk of loss with respect to the Asset, Easement Rights, Licenses and Permits shall pass from Seller to Buyer at the time of tender of delivery and receipt. Buyer and Seller each shall pay all applicable income, sales, use and other taxes and any applicable license or other fees in connection with such transfer only as specified in the Agreement. From the time of transfer of title, all responsibility for proper care and disposal of the Asset and any contents of the Asset, shall be the responsibility of Buyer.

MidAmerican Energy Company

By: _____

Printed Name: _____

Date: _____

****RECEIPT FOR SALE OF PROPERTY****

The undersigned Buyer does hereby acknowledge receipt and assent to becoming the owner of the Asset and agrees to the terms and conditions set forth herein.

Buyer:

Printed Name: _____

Address: _____

Date: _____

EXHIBIT B

FORM OF ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (this "Assignment") is made this ____ day of _____, 2014, by and between MidAmerican Energy Company, an Iowa corporation ("MidAmerican"), and Ameren Illinois Company d/b/a as Ameren Illinois, an Illinois corporation ("Ameren").

FOR AND IN CONSIDERATION of the sale and transfer by Seller and the purchase and assumption of ownership by Buyer of the Asset described in Exhibit _ attached hereto and incorporated herein by this reference, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Seller does hereby sell and transfer, and Buyer does hereby purchase and assume ownership of such right, title and interest of Seller in and to such portion of the easements and rights-of-way as is necessary to own operate and maintain the Asset described in Exhibit __, and Buyer does hereby accept and assume all such rights and obligations of such easements and rights-of-way ("Easement Rights").

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

AMEREN SERVICES COMPANY
ON BEHALF OF
AMEREN ILLINOIS COMPANY,
an Illinois corporation,
d/b/a Ameren Illinois

MIDAMERICAN ENERGY COMPANY,
an Iowa corporation

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

State of _____)

)ss

County of _____)

OPTION FOR ELECTRIC EASEMENTS

The easement rights associated with the 161 kV circuit of the following parcels shall be assigned to Ameren. The easement rights associated with the poles and the 345 kV circuit shall be retained by MidAmerican.

Tract Number	Parcel Number(s)	Last Name	First Name	Mailing Address	City	State	Zip Code	Document Number
MR-0600	121214200009	Ameren Illinois		P O Box 66149	Saint Louis	MO	63166	
MR-0610	121214400003 121214400002	Petrie Farms		c/o Farmers National Co 11516 Nicholas St, Ste 100	Omaha	NB	68154	
MR-0620	121223200001	Ristau	Richard W & Shirley J	896 330th St	New Windsor	IL	61465	
MR-0630	121224100001	Johnson	Richard C	521 Moraga Rd	Morago	CA	94556	
MR-0640	121224300001	Diane Allen Baines	Suzanne Shunick &	c/o Shunick/Crawford Life Est PO Box 504	New Windsor	IL	61465	
MR-0650	121225100004	DeSutter	James M	DeSutter Family Trust 2953 Knox Rd 600 E	Woodhull	IL	61490	381897
MR-0660	121225400004	Sims	Sharon E & Kirk N	Sharon Sims Trust 876 320th St	New Windsor	IL	61465	
MR-0670	121236200003	Sims	Sharon E & Kirk N	Sharon Sims Trust 876 320th St	New Windsor	IL	61465	
MR-0680	121236200004	Russell	J Ronald	P O Box 120C	Keithsburg	IL	61442	
HN-0690	2131100012	Temple	Richard E & Vera A	2501 29th AVE CT	Moline	IL	61265	20-1402393
HN-0700	2131300001	Erlandson	Steven J & Ange	91 N 50th AVE	Alpha	IL	61413	
HN-0710	2131300008	Anderson	Larry K & Todd M	1333 13TH ST	East Moline	IL	61244	
KX-0720	0106100001	Anderson, Et Al	Larry K	1333 13TH ST	East Moline	IL	61244	
KX-0730	0106200001 0106100003	Hoyle	James J	PO Box 457	Woodhull	IL	61490	
KX-0740	0106200009	Force	Philip L & Vivian F	817 Mercer ST	New Windsor	IL	61465	
KX-0750	0106400001	Setterdahl	Timothy M	51 Knox RD 2900 N	Rio	IL	61472	1017840
KX-0760	0106400007	Swanson	Matthew L	2912 Knox RD 100 E	Rio	IL	61472	
KX-0770	0107200003	Setterdahl	Marvin G & Darlene	22 Knox RD 2900 N	Rio	IL	61472	1017853
KX-0780	0108300005 0108300003	Saline Grain LLC		180 Potawatomi RD	Galesburg	IL	61401	
KX-0790	0108300004	Saline Farms Inc		c/o John Saline PO Box 110	Rio	IL	61472	
KX-0800	0117100001	Saline Farms Inc		c/o John Saline 108 E Center	Rio	IL	61472	
KX-0810	0117300001 0117300003 0117451001	Saline Grain LLC		180 Potawatomi RD	Galesburg	IL	61401	
KX-0820	0117401002	Flack	David L & Connie S	2411 Knox RD 050 E	Rio	IL	61472	1017837

KX-0830	0120200007 0120200004	J & M Farm LP		107 Hinchliff ST	Rio	IL	61472	
KX-0840	0120400005 0120400001	Knutson	Dale O	369 Knox HWY 2	Rio	IL	61472	
Tract Number	Parcel Number(s)	Last Name	First Name	Mailing Address	City	State	Zip Code	Document Number
KX-0850	0120400004	J & S Farm LP		153 Knox HWY 34	Rio	IL	61472	
KX-0860	0129200003	Mingo	Garth R & Jeanette M	1111 NW 5TH AVE	Galva	IL	61434	
KX-0870	0128100006	Higgerson	Donald G.	35 Knox RD 2550 N	Rio	IL	61472	1017832
KX-0880	0128300001 0133100001 0133100003 0133100004	Jimak LTD		550 E Carl Sandburg DR #227	Galesburg	IL	61401	1017833
KX-0890	0133300001	Weber	James L.	c/o Jimak LTD 2450 Knox Rd 220 E	Rio	IL	61472	1017851
KX-0900	0133400002	Galesburg Motorcycle Club		Box 678	Galesburg	IL	61401	1017831
KX-0910	0133400010	Budd	John Gary	1671 255TH AVE	Galesburg	IL	61401	1017834
KX-0920	0133400012	Wilson	James R & Rebecca S	2420 US HWY 150 N	Rio	IL	61472	1017838
KX-0930	0504200022	LaRose, Trustee	Russell W	2390 US HWY 150 N	Rio	IL	61472	1017843
KX-0940	0504426002	Emken	Gregory B & Lisa L	296 Knox RD 2350 N	Rio	IL	61472	1017841
KX-0950	0504476001	Front & Finish LLC		2310 US HWY 150 N	Wataga	IL	61488	
KX-0960	0503300001	Watters, Et Al	Marvin E	204 Marlane DR	Alpha	IL	61413	1017839
KX-0970	0503300002	Stroops	Sabrina	224 E Main ST	Galesburg	IL	61401	
KX-0980	0510100008	Neumann	Melvin C & Joann K	2277 US HWY 150 N	Wataga	IL	61488	1017854
KX-0990	0510100007	Nelson	David A & Christine H	183 Knox RD 2350 N	Rio	IL	61472	1017842
KX-1000	0510326002	Rouland	Ruth	1525 Clay ST	Galesburg	IL	61401	1017844
KX-1010	0510400007	Clayton	Irene	528 Erickson DR N	Princeton	IL	61356	1017845
KX-1020	0510400008	Nelson	Jeffrey Lee	2227 Henderson Trail	Wataga	IL	61488	
KX-1030	0510400009	Nelson	Gene A	457 Knox RD 2200 N	Wataga	IL	61488	1017846
KX-1040	0510400005	Brinton Trust	Harvey & Dorothy	1621 Meadow Lark DR	Galesburg	IL	61401	1017847
KX-1050	0515200003	Freberg	John A & Lois D	782 Knox RD 2600 N	Oneida	IL	61467	1017848
KX-1060	0515200001	Tadie Jr, et al	Anthony E	276 Knox RD 2200 N	Wataga	IL	61488	1017849
KX-1070	0515200004	Mandel, Trustee	Sheldon W	2165 Henderson Trail	Wataga	IL	61488	
KX-1080	0515426002	Tolley	Steven H & Margaret E	715 Knox HWY 7	Galesburg	IL	61401	
KX-1090	0515426003	Smith	Fred	Box 105	Henderson	IL	61439	
KX-1100	0515476001 0514351001	Tolley	Howard & Marjorie	99 Circle DR	Galesburg	IL	61401	
KX-1110	0522200014 0523102007	Nelson	Delane E	2084 Knox RD 100 E	Galesburg	IL	61401	1017850
KX-1120	0523151001 0523176006 0523177002	Tolley	Daniel S	749 Knox HWY 7	Galesburg	IL	61401	
KX-1130	0523176005	Boettger	Martha L & Albert J	2034 Knox HWY 1	Galesburg	IL	61401	
KX-1140	0523176004	Dowers	David W	2022 Knox HWY 1	Galesburg	IL	61401	

KX-1150	0523300004	Wolf	James A	2012 Knox HWY 1	Galesburg	IL	61401	
Tract Number	Parcel Number(s)	Last Name	First Name	Mailing Address	City	State	Zip Code	Document Number
KX-1160	0523178009	Formhals	Ronald W & Joyce N	2023 Know HWY 1	Galesburg	IL	61401	
KX-1170	0523300012	Howe, Trustees	Scott W & Vicki L	2015 Knox HWY 1	Galesburg	IL	61401	
KX-1180	0523300014	Parkinson Farm Ptnr		2277 Knox RD 700 E	Knoxville	IL	61448	1017852
KX-1190	0523400007	Inness Farms LLC	George	565 Knox HWY 10	Galesburg	IL	61401	1017836
KX-1200	0526200005	Compton Family Limited Partnership		1308 Knox Rd; 2400 North	Oneida	IL	61467	
KX-1210	0526200006	Brooks	Carol A	3232 50TH AVE	North Henderson	IL	61466	
KX-1220	0525300008	Hawkinson, Et Al	Harold	366 Knox RD 2000 N	Galesburg	IL	61401	
KX-1230	0525300009	Lovell	Nancy K	3011 Lincoln Park DR	Galesburg	IL	61401	1017835
KX-1240	0536100001	Johnson, Et Al	Terry L	2775 E Fifth ST	Galesburg	IL	61401	
KX-1250	0536200004	Sutor, Et Al	Patricia R	1883 Knox Road 600 E	Galesburg	IL	61401	
KX-1260	0536200005	Lundeen, Trustee	Stephen, Robert	10226 Range Line CT	Mequon	WI	53092	
KX-1270	0536400022 0536300007	Barth	Benjamin J	4514 12TH ST	Ellenton	FL	34222	
KX-1271	0536300001	Erickson	John	1849 Knox Rd; 500E	Galesburg	IL	61401	
KX-1280	0536400021 0536400010 0901200001	United Contractors		600 E Main ST	Galesburg	IL	61401	
KX-1291	0901200005	Ameren Illinois		P O Box 66149	Saint Louis	MO	63166	

EXISTING EASEMENTS

The easement rights for the single-circuit 161 kV line of the following parcels shall be wholly assigned to Ameren.

Easement Grantor	Recording Date	Document Number	Brief Legal Description
Percy and Bernice Streeter	3/29/1956	165803	W1/2 NE 1/4 Sec 14-T14N-R1W
Richard P. & Anette Petrie Ray C. & Edna E. Keim	2/17/1956	Book 244 Page 435 Book 244 Page 401 Doc #165275	E1/2 SE1/4 Sec. 14 T14N R1W W1/2 SE1/4 Sec. 14 T14N R1W
William F. & Emma O. Ristau	2/17/1956	Book 244 Page 408	NE1/4 Sec. 23 T14N R1W
Amelia I. Blick	2/17/1956	Book 244 Page 428 Doc #165295	pt W1/2 NW1/4 Sec. 24 T14N R1W
Maude A. & Floyd E. Ryan	2/17/1956	Book 244 Page 423 Doc #165290	SW1/4 Sec. 24 T14N R1W
Maurice & Mary DeSutter	2/17/1956	Book 244 Page 399 Doc #165274	W1/2 NE1/4; E1/2 NW1/4 & N50Ac of SE1/4 Sec 25 T14N R1W
Thomas L. & Grace R. Briggs	2/17/1956	Book 244 Page 424 Doc #165291	SE1/4 SE1/4 Sec 25 & NE1/4 NE1/4 Sec 36 T14N R1W
Thomas L. & Grace R. Briggs	2/17/1956	Book 244 Page 424 Doc #165291	SE1/4 SE1/4 Sec 25 & NE1/4 NE1/4 Sec 36 T14N R1W
Mark & Grace Foster	2/17/1956	Book 244 Page 395 Doc #165271	E 10 Ac of the SE1/4 NE1/4 Sec 36 T14N R1W
Mark & Grace Foster	1/4/1956	Book 587 Page 139 Doc #232780	W1/2 NW frac1/4 & 30 by 50 ft parcel in SW1/4 Sec 31 T14N R1E
Mark & Grace Foster	1/4/1956	Book 587 Page 139 Doc #232780	W1/2 NW frac1/4 & 30 by 50 ft parcel in SW1/4 Sec 31 T14N R1E
Thomas Edward & May O'Connor	1/4/1956	Book 587 Page 140 Doc #232781	SW frac 1/4 Sec. 31 T14N R1E
Thomas Edward & May O'Connor	unknown	No recording data Location No 30-2	57.5 ac off E end of N1/2 NW1/4 Sec.6 T13N R1E
Joseph C. & Elizabeth C. Hoyle	2/28/1956	Book 471 Page 363	SE1/4 NW1/4 Sec. 6 T13N R1E
August & Lydia M. Olson	2/28/1956	Book 471 Page 359	Lot 7 in orig subdiv of NE1/4 Sec. 6 T13N R1E
Lloyd K. & Mildred E. Russell	unknown	No recording data Location No 31-2	W1/2 SE1/4 Sec. 6; excp 3 acres T13N R1E

Elmer L. & Goldye Loso	2/28/1956	Book 471 Page 365 Doc #513383	S 45 acres of E1/2 Se1/4 Sec. 6 T13N R1E
Henry & Jessie B. Gezel	4/14/1956	Book 472 Page 607 Doc. 514267	50 ft strip in E1/2 NE1/4 Sec. 7 T13N R1E
Carl B. Saline	2/28/1956	Book 471 Page 356 Do #513374	NW1/4 Sec 17; SW1/4 NW1/4 Sec 8; W1/2 SW1/4 Sec 8 &W27 ac of SE1/4 SW1/4 Sec 8 T13N R1E
Carl B. Saline	2/28/1956	Book 471 Page 356 Do #513374	NW1/4 Sec 17; SW1/4 NW1/4 Sec 8; W1/2 SW1/4 Sec 8 &W27 ac of SE1/4 SW1/4 Sec 8 T13N R1E
Carl B. Saline	2/28/1956	Book 471 Page 356 Do #513374	NW1/4 Sec 17; SW1/4 NW1/4 Sec 8; W1/2 SW1/4 Sec 8 &W27 ac of SE1/4 SW1/4 Sec 8 T13N R1E
Jane and B.E. Frankenberger Edward and Viola Flack William and Elenore Lake	2/28/1956	Book 471 Page 364 Doc #513384 Book 471 Page 366 Doc #513385 Book 471 Page 367 Doc #513386	SW 1/4 Sec 17-T13N-R1E SE 1/4 Sec 17-T13N-R1E S 1/2 Sec 17-T13N-R1E
Edward T. & Viola Flack	2/28/1956	Book 471 Page 368 Doc #513386	N1/2 SE1/4 Sec. 17 T13N R1E
James Gillis	4/14/1956	Book 472 Page 605 Doc #514266	50 ft strip across the NE1/4 Sec. 20 TT13N R1E
Mildred Weir & Winifred Weir Hagen	2/28/1956	Book 471 Page 370 Doc #513388	Ne1/4 SE1/4 Sec. 20 T13N R1E
William Johnson; Walter & Bess Mae Johnson	2/28/1956	Book 471 Page 369 Doc #513387	SE1/4 SE1/4 Sec. 20 T13N R1E
Anna & Otto Pearson; Rae Marie Holmquist	2/28/1956	Book 471 Page 387 Doc #513402	E1/2 NE1/4 Sec. 29 T13N R1E
Fred & Nannie Carlson	2/28/1956	Book 471 Page 372 Doc #513389	NW1/4 Sec. 28 T13N R1E
Tillie Almgreen; Ralph O. & Lillian A. Almgreen Fred H. & Ethel A. Carson	2/28/1956	Book 471 Page 393 Book 471 Page 373	Nw1/4 NW1/4 Sec 33 and W133 ac of SW1/4 Sec 28 T13N R1E Lot 1 of subdivision of NW1/4 Sec. 33 T13N R1E
Jessie Grace Sults, et al	unknown	No recording data Location No 38-2	Part of NW 1/4 Sec 33-T12N-R1E
Morton D. Newcomer	2/28/1956	Book 471 Page 385 Doc #513401	SE1/4 Sec. 33 T13N R1E
Morton D. Newcomer	2/28/1956	Book 471 Page 385 Doc #513401	SE1/4 Sec. 33 T13N R1E
Morton D. Newcomer	2/28/1956	Book 471 Page 385 Doc #513401	SE1/4 Sec. 33 T13N R1E
Henry Nelson; Nels August Nelson; Arthur Richard Nelson	2/28/1956	Book 471 Page 383	various lots in the NE1/4 Sec. 4 T12N R1E
Guy D. & Dorothy H. Parker	2/28/1956	Book 471 Page 375	N1/2 N1/2 SE1/4 Sec. 4 T12N R1E

Guy D. & Dorothy H. Parker	2/28/1956	Book 471 Page 375	N1/2 N1/2 SE1/4 Sec. 4 T12N R1E
Arthur C. & Grace I. Watters	2/28/1956	Book 471 Page 374 Doc #513391	SW1/4 Sec. 3 T12N R1E
Arthur C. & Grace I. Watters	2/28/1956	Book 471 Page 374 Doc #513391	SW1/4 Sec. 3 T12N R1E
Earl Parker & Irene Grace Parker	2/28/1956	Book 471 Page 376 Doc #513393	Lots 1,2&,\$ of the NW1/4 Sec. 10 T12N R1E
Earl Parker & Irene Grace Parker	2/28/1956	Book 471 Page 376 Doc #513393	Lots 1,2&,\$ of the NW1/4 Sec. 10 T12N R1E
Wenstrom, etal	4/14/1956	Book 472 Page 603 Doc #514265	various lot in the SW1/4 Sec. 10 T12N R1E
Wenstrom, etal	7/12/1956	Book 478 Page 424 Doc #515950	various lot in the SW1/4 Sec. 10 T12N R1E
Wenstrom, etal	4/14/1956	Book 472 Page 603 Doc #514265	various lot in the SW1/4 Sec. 10 T12N R1E
Wenstrom, etal	4/14/1956	Book 472 Page 603 Doc #514265	various lot in the SW1/4 Sec. 10 T12N R1E
Wenstrom, etal	4/14/1956	Book 472 Page 603 Doc #514265	various lot in the SW1/4 Sec. 10 T12N R1E
Wenstrom, etal Fred and Hilda Wenstrom	4/14/1956 unk	Book 472 Page 603 Doc #514265 No recording data	various lot in the SW1/4 Sec. 10 T12N R1E Lots 1 and 2, SE 1/4 Sec 10-T12N-R1E
Gust Victor Freberg & Mary Robertson Freberg	2/28/1956	Book 471 Page 378 Doc #513395	NE1/4 Sec. 15 lying N & E of Henderson Road T12N R1E
Ralph W. & Ella Wills	2/28/1956	Book 471 Page 382 Doc #513398	NE1/3 Sec. 15 lying W & S of the public highway T12N R1E
Gust Victor Freberg & Mary Robertson Freberg	2/28/1956	Book 471 Page 378 Doc #513395	NE1/4 Sec. 15 lying N & E of Henderson Road T12N R1E
Charles A. & Hazel M. Smith	2/28/1956	Book 471 Page 379	N1/2 SE1/4 Sec. 15 T12N R1E
Charles A. & Hazel M. Smith	2/28/1956	Book 471 Page 379	N1/2 SE1/4 Sec. 15 T12N R1E
Ollie H. Haines; Elnora M & Harry Paul	2/28/1956	Book 471 Page 380 Doc #513397	SW1/4 SW1/4 Sec. 14 and E 72 acres of S1/2 SE1/4 Sec. 15 T12N R1E
Frank J. & Hazel E. Scott	2/28/1956	Book 471 Page 360 Doc #513378	various lots in the NW1/4 Sec. 23 T12N R1E
Beatrice Dunbar	2/28/1956	Book 470 Page 507	Lots 14,15,17&18 and S 1.5 rods of Lot 13 in sub of NW1/4 Sec. 23 T12N R1E
Beatrice Dunbar	2/28/1956	Book 470 Page 507	Lots 14,15,17&18 and S 1.5 rods of Lot 13 in sub of NW1/4 Sec. 23 T12N R1E

Glen and Nora Switzer	2/28/1956	Book 471 Page 384 Doc #513400	in SW1/4 Sec. 23 T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
First Galesburg National Bank and Trust/Omer Custer	2/28/1956	513403	SE1/4 Sec 23, E1/2 Sec 26 and Sw 1/4 Sec 25, T12N R1E
Raymond and Betty Johnson	2/8/1956	513376	SE1/4 Sec 25 T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E
Beatrice Dunbar	2/9/1956	513076	NW1/4, NE1/4 and SE 1/4 of Sec 36, T12N R1E

EXHIBIT C

FORM OF ASSIGNMENT OF LICENSES AND PERMITS

THIS ASSIGNMENT OF LICENSES AND PERMITS (this "Assignment") is made this ____ day of _____, 2014, by and between MidAmerican Energy Company, an Iowa corporation ("Seller"), and Ameren Illinois Company, d/b/a Ameren Illinois, an Illinois corporation ("Buyer").

FOR AND IN CONSIDERATION of the sale and transfer by Seller and the purchase and acquisition by Buyer of the Asset described in Exhibit _ attached hereto and incorporated herein by this reference, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Seller does hereby assign to Buyer all of the rights, duties and obligations of Seller in and to the licenses and permits described in this Exhibit C, and Buyer does hereby accept and assume all rights, duties and obligations of such licenses and permits ("Licenses" and "Permits").

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

MIDAMERICAN ENERGY COMPANY,
an Iowa corporation

AMEREN SERVICES COMPANY
ON BEHALF OF
AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois, an
Illinois corporation

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT D

Seller's Galesburg Substation Facilities

As depicted on the attached diagrams and as described herein, the following transmission substation facilities are included in this transfer, or may be adjusted as mutually agreed upon in writing by the Parties:

1. 161-138-13 kV 75/100 MVA Transformer No. 1. Westinghouse Serial Number 6532735;
2. 161-138-13 kV 75/100 MVA Transformer No. 2. Moloney Serial Number P660186;
3. Two Hydran gas-in-oil monitors for Transformer Nos. 1 and 2;
4. 161 kV Dead-end structure;
5. Four 161 kV disconnect switches;
6. Transformer protective relaying equipment;
7. 161 kV line protective relaying equipment;
8. Communications equipment;
9. Bus and switch support structures;
10. 161 kV bus conductor;
11. 161 kV coupling capacitor;
12. Station conduit
13. Station control and low voltage power cable;
14. Arresters;
15. Grounding system;
16. Transformer and structure foundations

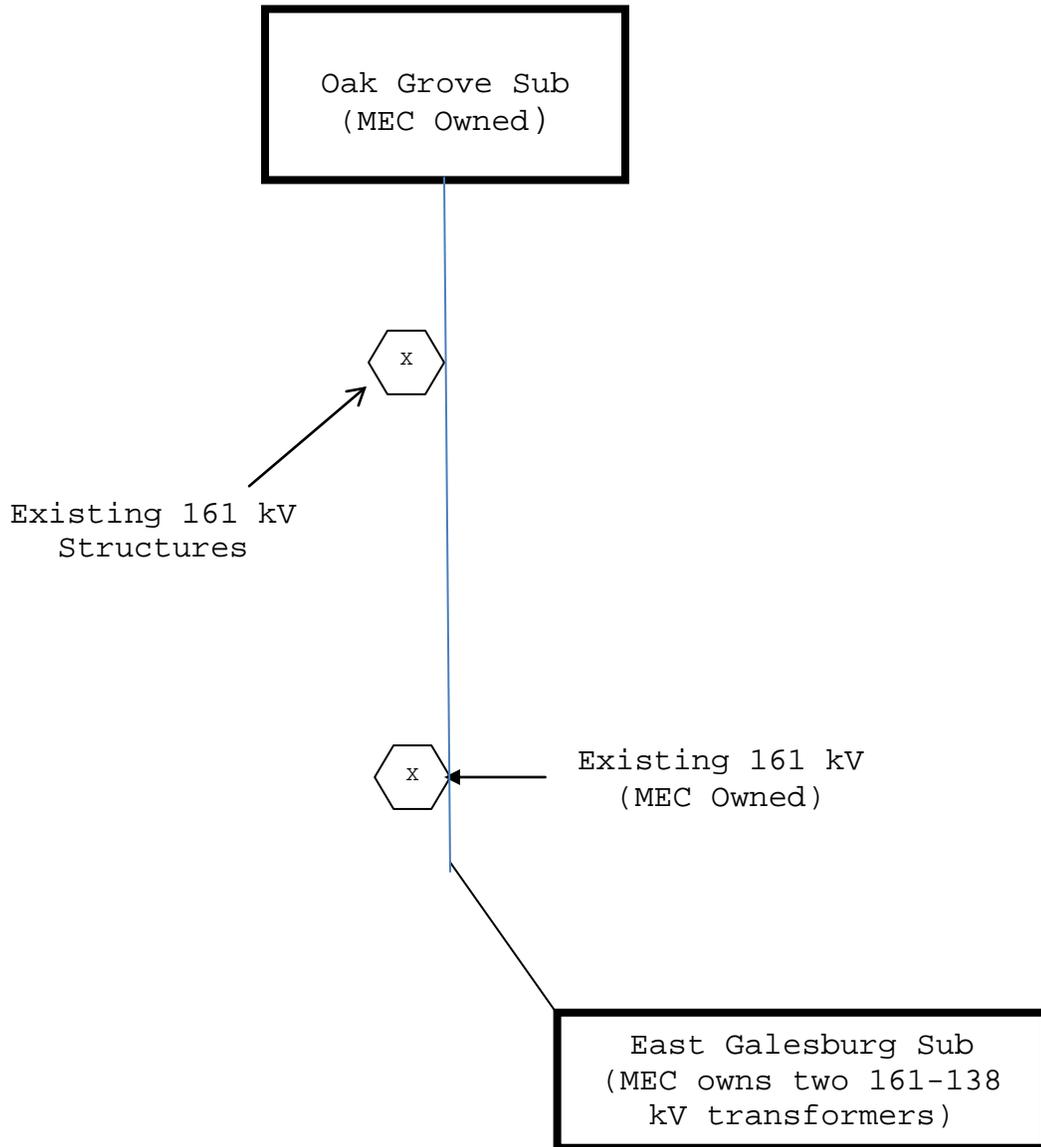
EXHIBIT E

Mercer - Galesburg 161 kV Line Segment

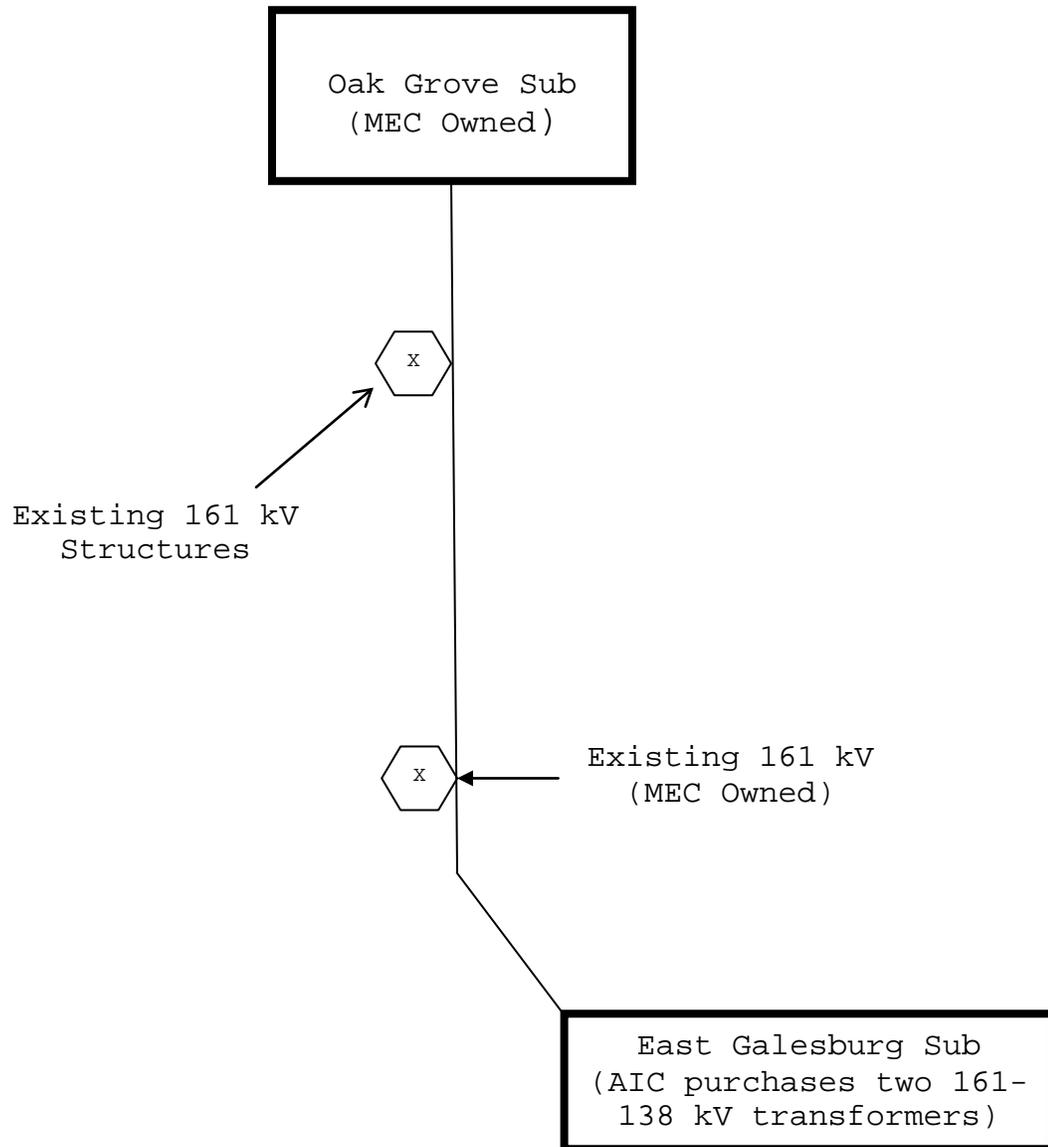
As depicted on the attached maps and as described herein, the following electric transmission line facilities are included in this transfer, or may be adjusted as mutually agreed upon in writing by the Parties:

1. Approximately 17.15 miles of 161 kV line extending from East Galesburg Substation or the immediately adjacent Sandburg Substation to the Mercer substation;
2. The facilities shall include the 161 kV circuit including insulators, arms and conductor as well as the shield wire located above Buyer's 161 kV circuit;
3. Seller shall retain ownership of the steel poles, structures and foundations, as well as the 345 kV circuit including insulators, arms and conductors and the fiber optic shield wire located above Seller's 345 kV circuit, associated with the double-circuit line from Oak Grove to East Galesburg / Sandburg;
4. Partial assignment of easements and other property rights associated with the 17.15 miles of 161 kV line.

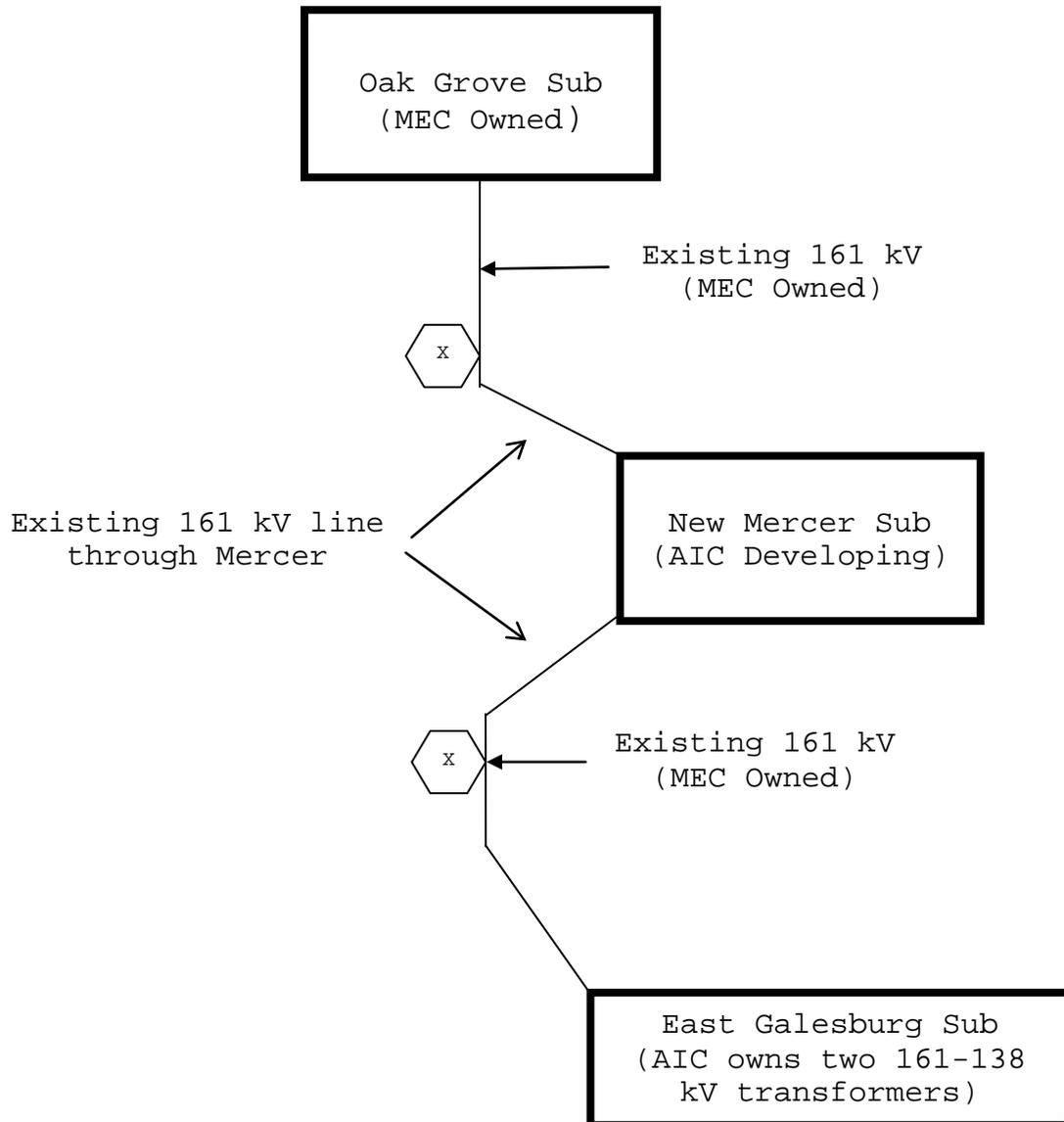
AT EXECUTION



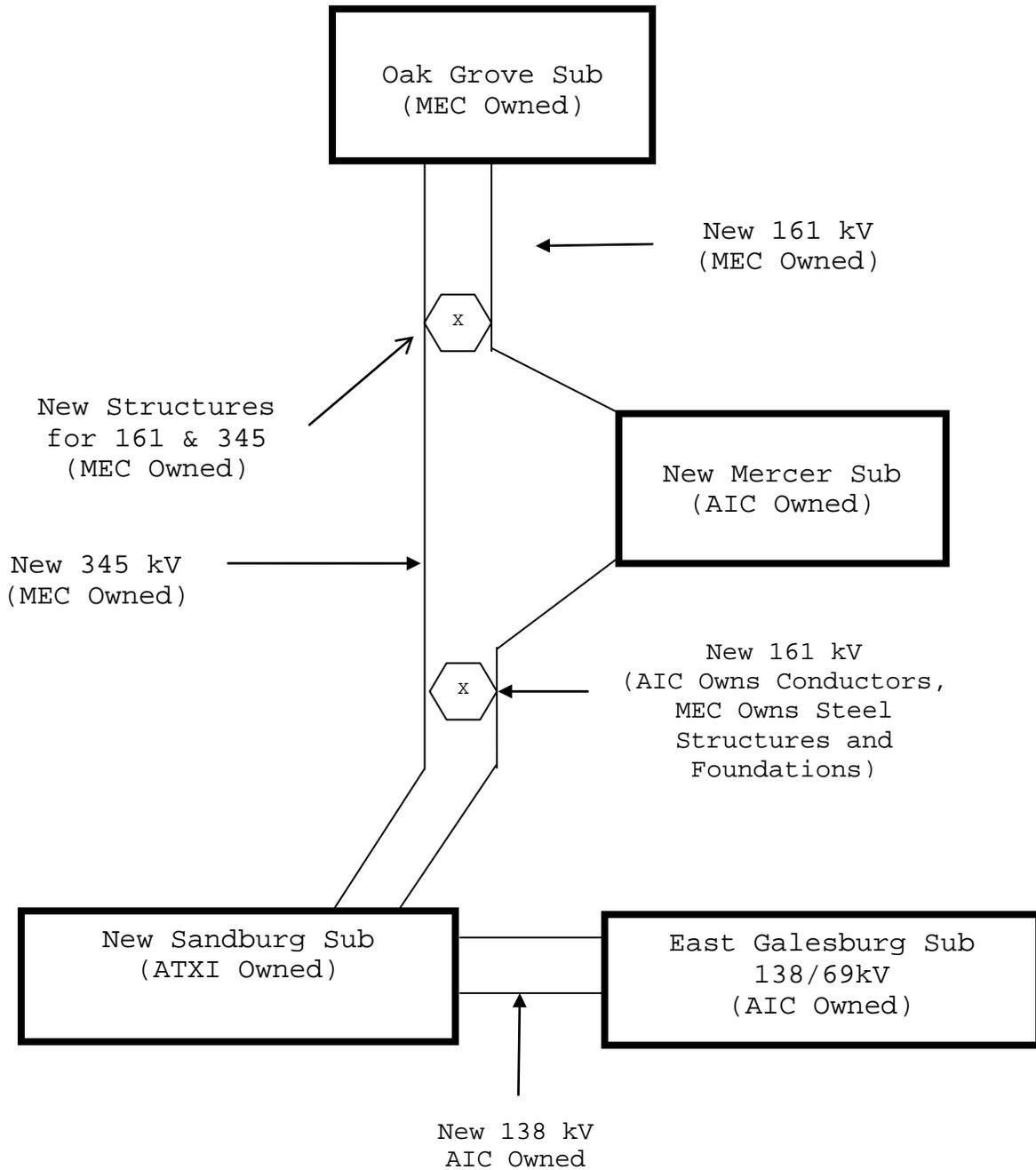
Late 2014 - after ICC and FERC Approval



Sometime in 2015 - AIC completes Mercer



By end of 2016



INTERCHANGE AGREEMENT

Between

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

And

ILLINOIS POWER COMPANY

AGREEMENT made this 15th day of March, 1973,
by and between IOWA-ILLINOIS GAS AND ELECTRIC COMPANY (IIGE), an
Illinois corporation and ILLINOIS POWER COMPANY (IP), an Illinois corp-
oration,

WHEREAS, the parties hereto are now operating under an Interchange
Agreement dated January 14, 1955, as amended, and desire to continue
coordinated and interconnected operations on the terms hereinafter speci-
fied; and

WHEREAS, the systems of both parties are interconnected with inter-
connection facilities adequate for the transactions contemplated hereunder;
and

WHEREAS, the parties desire to continue to interchange various
types of power and energy with each other as hereinafter provided,

NOW, THEREFORE, in consideration of the premises and of the mutual
agreements herein set forth, the parties hereto agree as follows:

ARTICLE 1

CONTINUITY OF INTERCONNECTED OPERATION

1.01 The parties hereto agree that their systems shall be operated in continuous synchronism under normal system conditions. If synchronous operation of the systems becomes interrupted, either manually or automatically, the parties shall cooperate so as to remove the cause of such interruption as soon as practicable and restore normal operating conditions.

1.02 The parties shall maintain and operate their respective systems so as to minimize, to the extent practicable, the likelihood of disturbance originating in either system which might cause impairment to the service of the system of the other party or of any system interconnected with the system of either party.

ARTICLE 2

SERVICES TO BE RENDERED

2.01 It is the purpose of the parties to seek and realize all benefits practicable to be effected through coordination in the operation and development of their respective systems.

2.02 Services to be rendered hereunder in furtherance of such purpose will vary from time to time during the duration of this Agreement. Such services, and the terms and conditions applicable thereto, will be set forth in Service Schedules agreed to by the parties, which shall be

attached to and become a part of this Agreement during the term hereof or for such duration as may be fixed by the parties. Such Service Schedules may be added, revised, or deleted from time to time as agreed upon by the parties.

2.03 The following Service Schedules are agreed to initially and are attached to and are hereby made a part of this Agreement:

- Service Schedule A - Maintenance Power
- Service Schedule B - Participation Power
- Service Schedule C - Emergency Service
- Service Schedule D - Interchange Energy
- Service Schedule E - Short Term Firm Power
- Service Schedule F - Short Term Non-Firm Power
- Service Schedule G - Firm Power

ARTICLE 3

FACILITIES TO BE PROVIDED

3.01 Points of connection and facilities suitable for coordinated and interconnected operations will vary from time to time during the duration of this Agreement. Separate connection point agreements, agreed upon by the parties, shall describe the point of connection, the facilities (including metering facilities) provided by, or to be provided by, each party, the term, termination provisions and other special conditions. Such connection point agreements shall constitute Appendix A addenda, which

shall be attached to and become a part of this Agreement during the term hereof or for such duration as may be fixed by the parties. Such Appendix A addenda, or such other Appendices as may be agreed to by the parties and attached to and made a part of this Agreement, may be added, revised, or deleted from time to time as agreed upon by the parties.

3.02 The following Appendix A addendum is agreed to initially and is attached to and is hereby made a part of this Agreement:

Appendix A - Connection Point Agreement No. 1

3.03 Each party shall provide such communication, telemetering and load control facilities as are now or may hereafter be determined by the parties as necessary for the proper and efficient interconnected operation of the parties' systems. To the extent it can be controlled, neither party shall impose any unusual load upon the lines of the other party in excess of normal capacity of such party's lines and equipment.

3.04 Each party, at its own expense, shall keep or shall cause to be kept in a suitable condition of repair at all times those facilities for which it is responsible so that such facilities will operate in such a manner that the parties may interchange power and energy between their systems.

ARTICLE 4

GENERAL SERVICE CONDITIONS

4.01 Power and energy transactions between the parties shall be governed by the provisions of this article and by such other service conditions contained in the applicable service schedule.

4.02 Insofar as it is practical, each party shall operate its system so as to generate and absorb substantially all of the reactive kilovoltamperes (kilovars) required by its own system and to maintain satisfactory voltage levels. The purpose of this provision is to permit sufficient latitude to the dispatchers when dispatching kilovars to obtain the most satisfactory joint system operation without working any undue hardship on either party by reason of the generation or absorption of a disproportionate amount of kilovars.

4.03 The parties shall exercise due diligence and foresight to minimize to the extent practicable deviations between actual and scheduled deliveries of power and energy between their systems. The parties shall provide and install on their respective systems such load control, communication, metering, and telemetering facilities as are essential to minimizing such deviations. Operating procedures shall be developed and used to enable the parties to avoid to the extent practicable deviations from scheduled deliveries. Such power and energy delivered due to such deviations shall be settled for as determined by the Operating Committee.

ARTICLE 5

METERING

5.01 All metering equipment shall be maintained by the respective owners thereof. Each party shall make periodic tests and inspections of its meters, at its own expense, at intervals specified by the Operating Committee.

The results of tests which show inaccuracies of more than two per cent (2%) shall be promptly forwarded to the other party. Each party shall advise the other party when the tests will be made so that a party desiring to witness the tests may do so. Each party will make additional tests of its meters at the request of the other party, but the expense of such test will be borne by the party requesting such test if the meter is found to be within two per cent (2%) of accuracy. If any test shows that a meter is inaccurate by more than two per cent (2%), the meter shall be calibrated and a correction shall be made in interchange accounts from the date the meter became inaccurate, if known; otherwise for the previous month, or from the date of the latest test (if within the previous month) and for the elapsed period in the month during which the test was made.

5.02 A party, as determined by the Operating Committee, shall have the meters read at such times as may be required for the purpose of billing for service delivered hereunder. Opportunity shall be given the other party to make simultaneous readings when and if it desires.

ARTICLE 6

RECORDS AND STATEMENTS

6.01 The parties shall maintain such records as may be needed as determined by the Operating Committee, which records shall be open to inspection by authorized representatives of either party.

6.02 As promptly as practicable after the end of each calendar month, the parties shall cause to be prepared a statement setting forth the power and energy transactions between the parties during such month in such detail and with such segregations as may be needed for operating records or for settlements hereunder.

ARTICLE 7

BILLINGS AND PAYMENTS

7.01 All billing shall be based on scheduled transactions. All bills for net amounts owed by either party to the other party shall be due and payable on the fifteenth day (or the first work day after the fifteenth if the fifteenth is not a work day) of the month next following the monthly or other period to which such bills are applicable, or on the tenth day (or the first work day after the tenth if the tenth is not a work day) following receipt of bill, whichever date is later. Unless otherwise agreed upon, a calendar month shall be the standard monthly period for the purposes of settlements under this Agreement.

7.02 Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate of one-half of one per cent (1/2%) per month or fraction thereof. In the event a party desires to dispute all or any part of the charges submitted by the other party, the complaining party shall nevertheless pay the full amount of the charges when due and give notification in writing within sixty (60) days from the date of the statement stating the grounds on which the charges are disputed and

the amount in dispute. The complaining party will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the party making such charges within the time and in the manner herein specified. If settlement of the dispute results in a refund to the payee, interest at one-half of one per cent (1/2%) per month, or fraction thereof, and calculated from the date due to the date of refund, shall be added to the refund.

ARTICLE 8

OPERATING COMMITTEE

8.01 The coordination of interconnected operations provided for in this Agreement shall be administered by an Operating Committee consisting of two members, one appointed by each party. Each party shall designate an alternate member.

8.02 The principal duties of the Operating Committee shall be as follows:

8.021 Establish operating and control procedures;

8.022 Coordinate maintenance schedules;

8.023 Coordinate all matters pertaining to the control of time, frequency, energy flow, kilovar exchange, power factor, voltage, and other similar matters bearing upon the satisfactory synchronous operation of the systems of the parties;

8.024 Establish accounting, billing, metering, and meter reading procedures; and

8.025 Perform such other duties and coordinate such other matters upon which cooperation and agreement are necessary to operate the inter-

connected systems of the parties or necessary for the proper functioning of this Agreement.

8.03 In the event the Operating Committee is unable to agree on any matter coming under its jurisdiction, the matter shall be referred to the chief executive of each of the parties or their designated representative for resolution.

ARTICLE 9

TAXES

9.01 Should any tax, federal, state or local, in addition to such taxes as may now exist, be levied upon the power or energy to be sold hereunder, such tax shall be added to the net bill under the appropriate rates and billing procedures.

ARTICLE 10

UNCONTROLLABLE FORCES

10.01 Each party shall exercise due diligence and reasonable care and foresight to maintain continuity of service in the delivery and receipt of power and energy as provided under this Agreement, but neither party shall be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term uncontrollable forces shall mean act of God, earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbances, strike, labor disturbances, restraint by court or public authority, or other similar or dissimilar causes beyond the

control of the party affected, which causes such party could not have avoided by exercise of due diligence and reasonable care. Either party unable to fulfill any obligation by reason of uncontrollable forces shall notify the other party and shall exercise due diligence to remove such disability with reasonable dispatch.

ARTICLE 11

PARTIES IN INTEREST

11.01 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, entity, or power supplier, other than the parties, and the sole obligations herein assumed by the parties are solely for the use and benefit of the parties.

11.02 Each party hereto shall indemnify and save harmless the other party from and against all direct claims for injury to or death of any person or damage to property, including expenses and costs in connection therewith, which arise out of or are connected with the construction, installation, ownership, operation or maintenance of the facilities of the indemnifying party, when such damage, injury or death is caused by or results from the negligence of its agents or employees in connection therewith. Neither party shall be held responsible for or liable to the other for consequential damages claimed by customers of the other.

11.03 This Agreement shall inure to the benefit of and shall bind the parties hereto and their successors and assigns, but, unless the other

party shall consent thereto, may not be assigned by either party except to a successor to all or substantially all of the property and assets of such party or to a corporation resulting from a reorganization, merger or consolidation of a party with another corporation.

ARTICLE 12

WAIVERS, NOTICE

12.01 Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right under this Agreement shall not be deemed a waiver of such right.

12.02 Except as to matters within the jurisdiction of particular regulatory bodies outside the State of Illinois, this Agreement shall be construed under the laws of the State of Illinois.

12.03 Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the party to whom it is directed when sent by United States mail addressed as follows:

President
Iowa-Illinois Gas and Electric Company
206 East Second Street, P. O. Box 4350
Davenport, Iowa 52808

President
Illinois Power Company
500 South 27th Street
Decatur, Illinois 62525

ARTICLE 13

EFFECTIVENESS, DURATION, PRIOR AGREEMENT

13.01 This Agreement shall become effective as of the day and year first above written and shall continue until such time as it may be terminated by mutual agreement, or until cancelled effective October 31 next following expiration of three (3) years' prior written notice to the other party, with the provision that any obligations incurred hereunder which may extend beyond said effective date will be honored.

13.02 This Agreement is subject to the approval of, or acceptance for filing with, any governmental authority having jurisdiction.

13.03 This Agreement, when approved by, or accepted for filing with, governmental authorities having jurisdiction, shall supersede the Interchange Agreement between Iowa-Illinois Gas and Electric Company and Illinois Power Company dated January 14, 1955, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

ATTEST:

By D. R. Stibovich
Vice President

J. Richer
Asst. Secretary

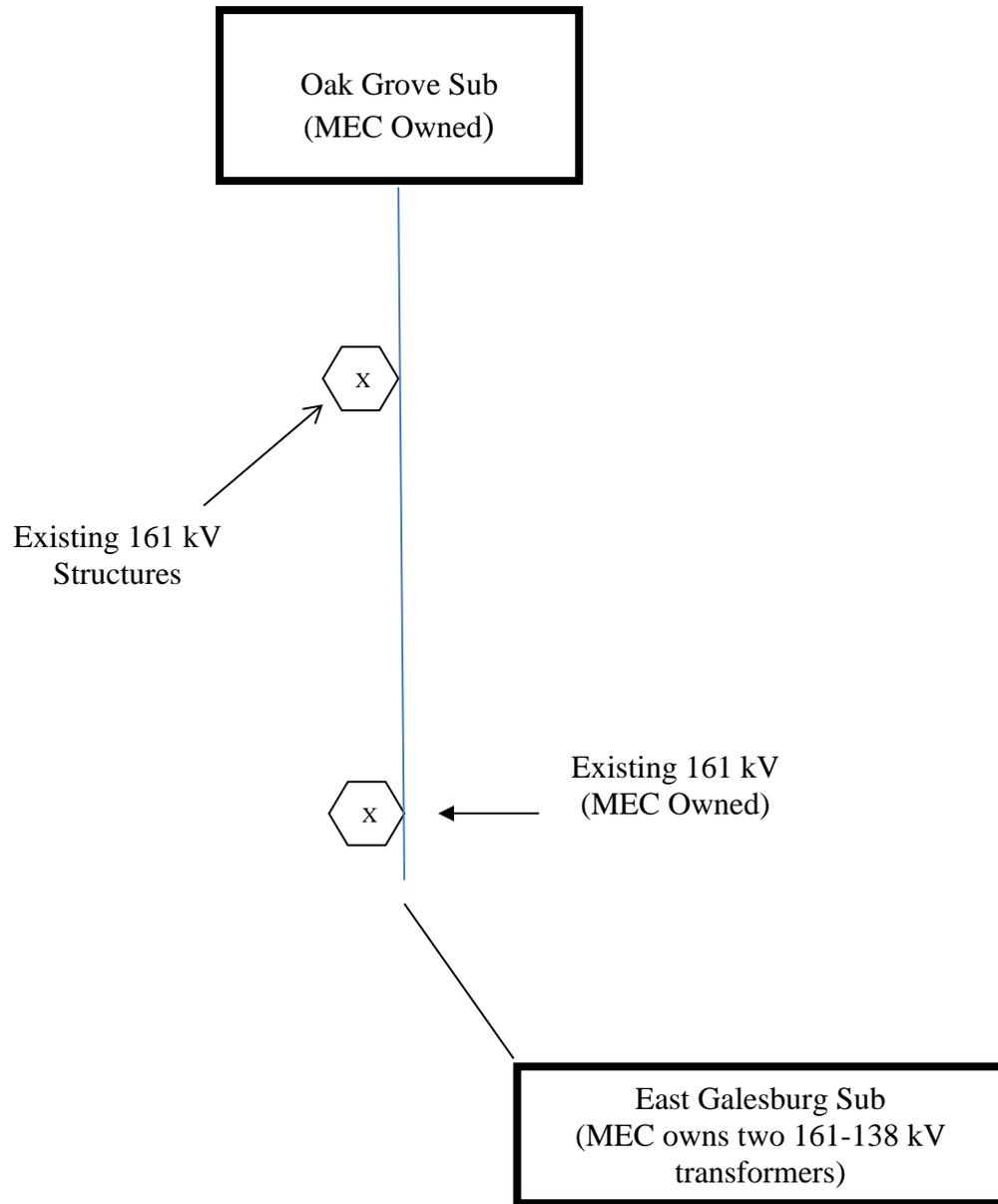
ILLINOIS POWER COMPANY

ATTEST:

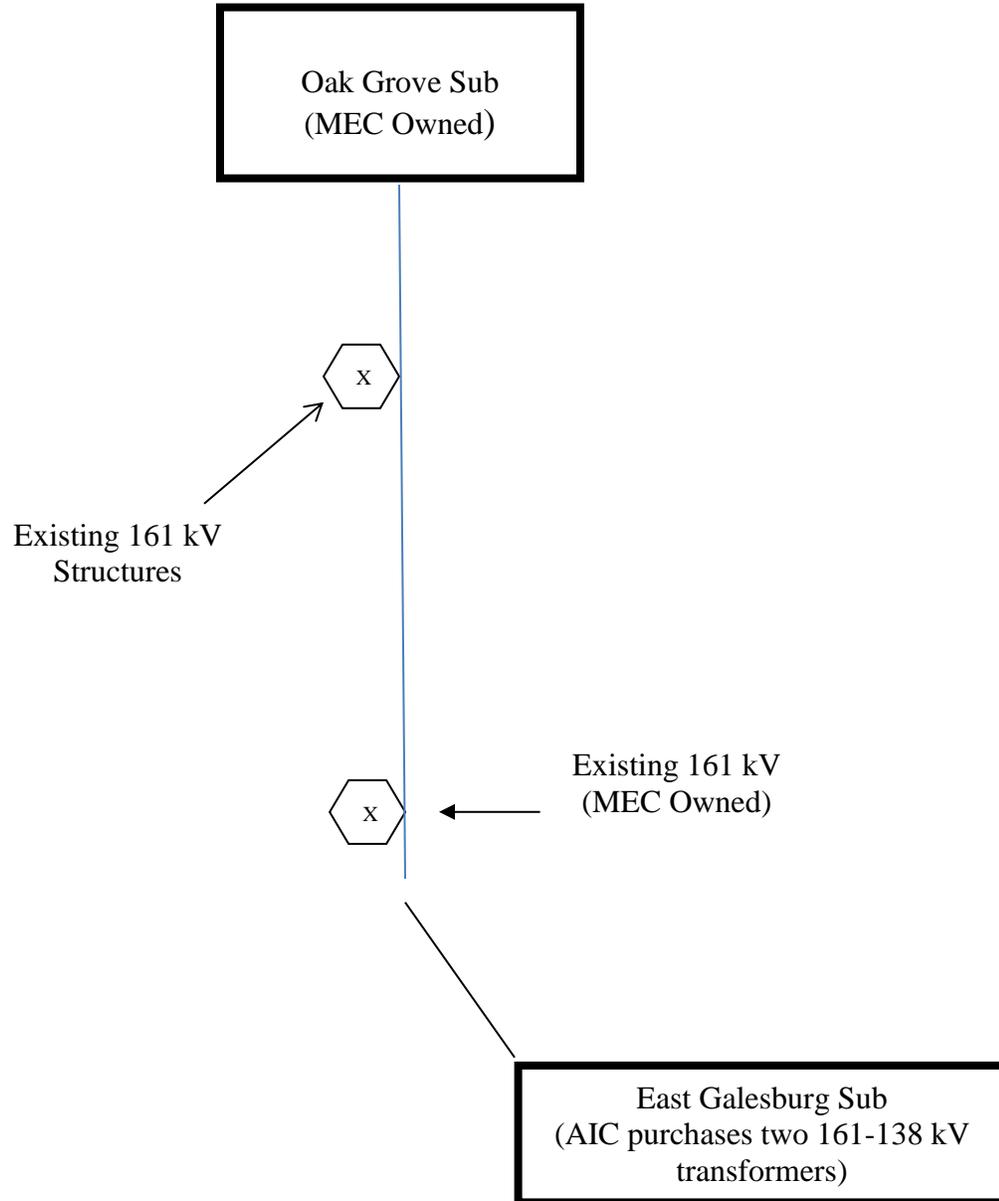
By W. C. Gerstner
Vice President

Amick
Secretary

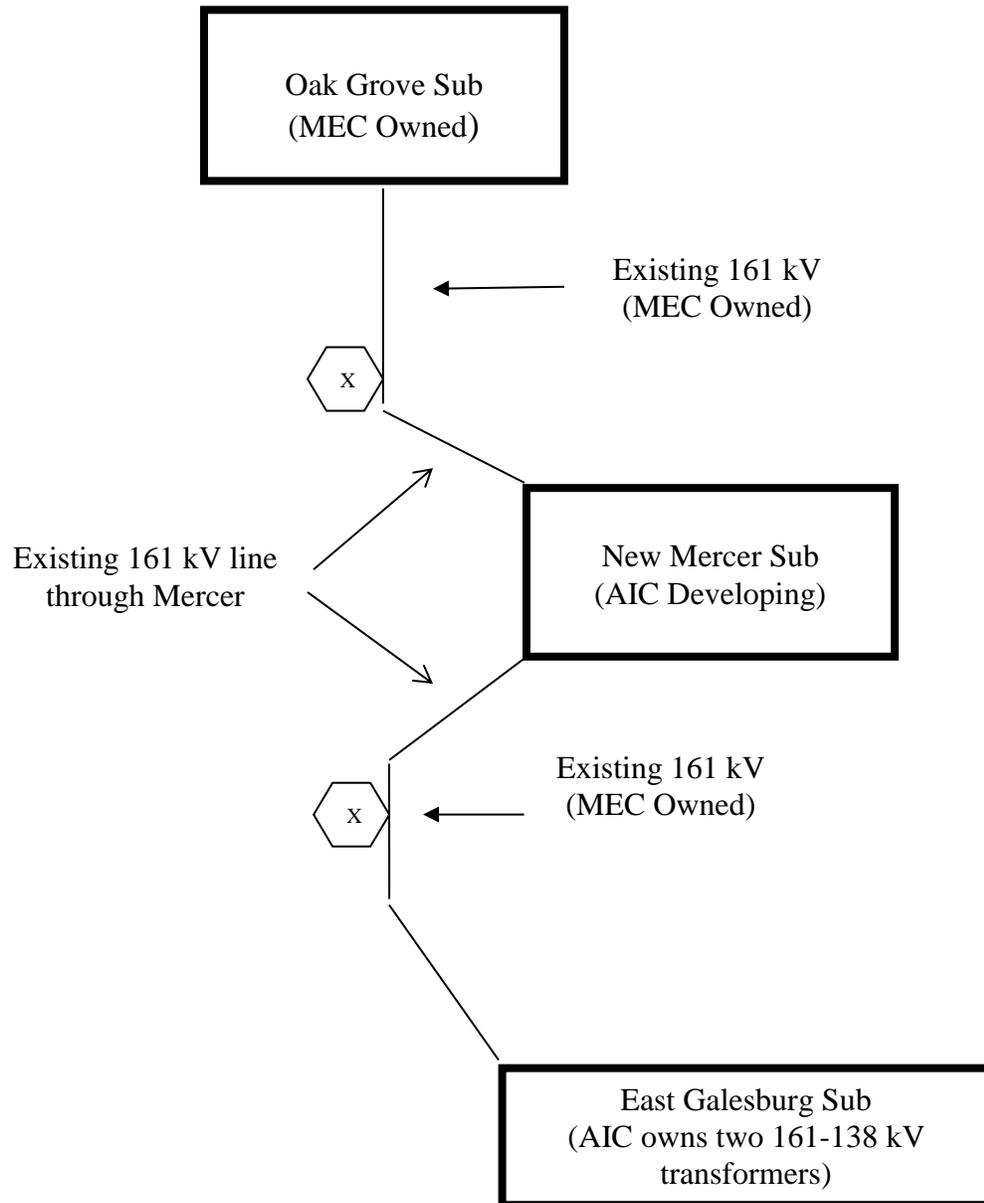
TODAY



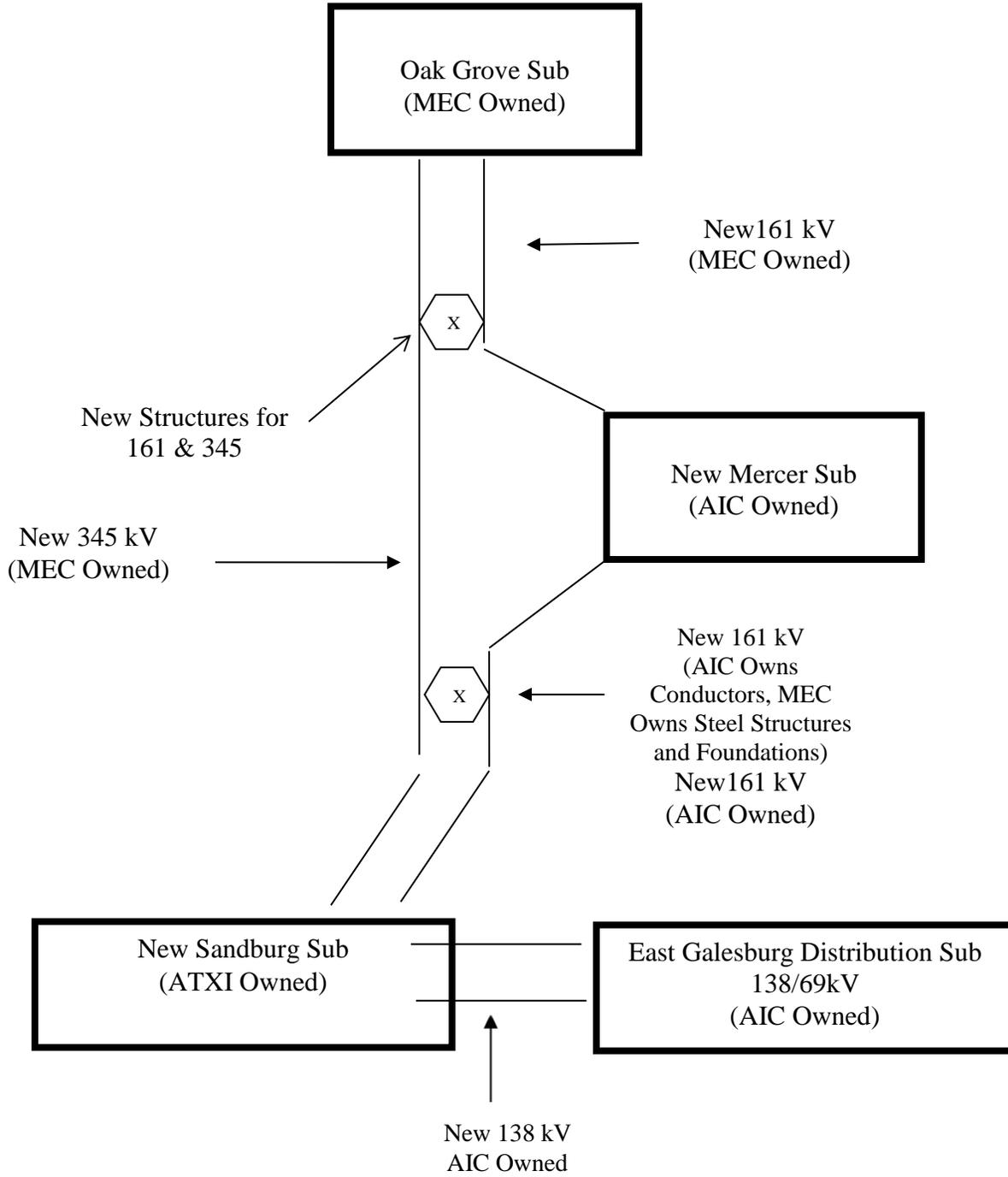
After ICC and FERC Approval



Sometime in 2015 – AIC completes Mercer



By end of 2016



near Milan in Rock Island County to the Substation of Illinois Power Company near East Galesburg, Knox County; that the petition herein is for a certificate of convenience and necessity for said interconnecting line; and that the purpose of said line is to provide a means for the interchange of energy which will result in improved continuity of service and increased capacity for Petitioner and Illinois Power Company;

- (3) that pursuant to the rules and practice of this Commission proper notice has been given to all public utilities whose tracks or wires will be crossed or paralleled by the facilities herein proposed;
- (4) that the route selected is reasonable, will cause little or no interference to other wire using companies;
- (5) that the construction, operation and maintenance of the proposed line will promote the public convenience and is necessary thereto;
- (6) that public convenience and necessity require such construction, operation and maintenance of said electric transmission line and Petitioner should be directed to construct, operate and maintain the proposed electric transmission line within two (2) years from the date hereof; and
- (7) that a certificate of convenience and necessity should be granted to Petitioner for the construction, operation and maintenance of the said electric transmission line herein described.

IT IS HEREBY CERTIFIED that public convenience and necessity require the construction, operation and maintenance of approximately 35.27 miles of 161 kv electric transmission line in Rock Island, Henry, Mercer and Knox counties, along a route described as follows:

Commencing at a point on the site of the Petitioner's proposed substation in the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Seventeen (17) North, Range Two (2) West of the Fourth Principal Meridian, Rock Island County, Illinois, thence Southeasterly through said Section Twenty-eight (28), sections Twenty-seven (27), and Thirty-four (34), said Township and Range; thence continuing Southeasterly through Sections Three (3), Two (2), Eleven (11), Fourteen (14), Twenty-three (23), Twenty-four (24), Twenty-five (25), and

Thirty-six (36), all Township Sixteen (16) North, Range Two (2) West of the Fourth Principal Meridian, Rock Island County; thence continuing Southeasterly through Section Thirty-one (31), Township Sixteen (16) North, Range One (1) West of the Fourth Principal Meridian, Rock Island County, thence continuing Southeasterly through Sections Six (6), Seven (7), Eight (8), Seventeen (17) Twenty (20), Twenty-one (21), Twenty-eight (28), Thirty-three (33) and Thirty-four (34), all Township Fifteen (15) North, Range One (1) West of the Fourth Principal Meridian, Mercer County, Illinois; thence continuing Southeasterly through Sections Three (3), Ten (10), Eleven (11), Fourteen (14), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Thirty-six (36), all Township Fourteen (14) North, Range One (1) West of the Fourth Principal Meridian, Mercer County; thence continuing Southeasterly through Section Thirty-one (31), Township Fourteen (14) North, Range One (1) East of the Fourth Principal Meridian, Henry County, Illinois; thence continuing Southeasterly through Sections Six (6), Seven (7), Eight (8), Seventeen (17), Twenty (20), Twenty-nine (29), Twenty-eight (28), and Thirty-three (33), all Township Thirteen (13) North, Range One (1) East of the Fourth Principal Meridian, Knox County, Illinois; thence continuing Southeasterly through Sections Four (4), Three (3), Ten (10), Fifteen (15), Fourteen (14), Twenty-three (23), Twenty-six (26), Twenty-five (25) and Thirty-six (36), all Township Twelve (12) North, Range One (1) East of the Fourth Principal Meridian, Knox County, to the Petitioner's proposed substation terminal in the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section Thirty-six (36), said Township and Range, a total distance of 35.27 miles, more or less;

all as shown on a plat marked Exhibit "A" attached to the petition in this case.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the above certificate of convenience and necessity be, and it is hereby, granted to the Iowa-Illinois Gas and Electric Company for (1) the construction, operation and maintenance of said electric transmission line and (2) the transaction of an electric public utility business in connection therewith.

-4-

42732

IT IS FURTHER ORDERED that the Iowa-Illinois Gas and Electric Company construct and place in operation the said electric transmission line within two (2) years from the date hereof.

IT IS FURTHER ORDERED that the Iowa-Illinois Gas and Electric Company shall make a report in writing to the Secretary of the Commission five (5) days in advance of the date upon which the said electric transmission line is to be placed in operation.

By order of the Commission at Chicago, Illinois,
this 16th day of November, 1955.

(Signed) FREDERICK B. RESAG

Secretary

(SEAL)