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January 4, 2002

Mr. Dale Hardy Roberts
Administrative Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED²
JAN 04 2002
Missouri Public
Service Commission

Re: PSC Case No. EO-2002-178

Dear Judge Roberts:

For filing in the above matter please find enclosed original and 8 copies of Joint Applicant's Proposed and Suggested Findings of Fact, Conclusion of Law.

Copies have been forwarded to parties of record. Thank you for your attention.

Sincerely,

Victor Scott
Victor S. Scott *om*

VSS:om
cc: OPC
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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

JAN 04 2002

Missouri Public
Service Commission

In the Matter of the Joint Application of Union)
Electric Company and Gascosage Electric)
Cooperative for an Order Approving a Change)
in Electric Supplier for Reasons in the Public)
Interest; Authorizing the Sale, Transfer, and)
Assignment of Certain Electric Distribution)
Facilities, Substations, and Easements from)
Union Electric Company and Approving the)
First Amendment of the Union Electric)
Company and Gascosage Electric Cooperative)
Territorial Agreement)

Case No. EO-2002-178

JOINT APPLICANT'S PROPOSED AND SUGGESTED FINDINGS OF FACT,
CONCLUSIONS OF LAW

Procedural History

1. On October 10, 2001, Union Electric Company d/b/a AmerenUE ("Company") and the Gascosage Electric Cooperative ("Cooperative") (hereinafter collectively the "Applicants") filed a joint application (the "Joint Application"), requesting that the Missouri Public Service Commission ("Commission") issue an Order: (1) approving a change in the electric supplier for approximately 1200 structures in and around the Cities of Brumley and Ulman from Company to Cooperative pursuant to Section 393.106 RSMo. 2000; (2) authorizing the sale, transfer, and assignment of certain substations and electric distribution facilities, and easements (hereinafter, collectively referred to as "the Assets"), as more particularly described in the Exchange Agreement for Purchase and Sale of Distribution Facilities between Union Electric Company and Gascosage Electric Cooperative dated October 9, 2001 (the "Exchange Agreement") pursuant to Section 393.190 RSMo. 2000; (3) approving Applicants' First Amendment to the existing Territorial Agreement that was approved by the Commission by Report and Order in Case No. EO-98-279 (the "First Amendment") pursuant to Sections 394.312 RSMo. 2000; (4) finding that the First Amendment shall not impair the Company's

certificates of public convenience and necessity, except as specifically limited by the First Amendment; (5) approving Company's change to its tariffs; (6) authorizing Company to perform in accordance with the terms of the First Amendment and Exchange Agreement, and to enter into and execute all other documents reasonably necessary and incidental to the performance of the transactions which are the subject of the Contract, the First Amendment, and this Joint Application; and (7) granting such other relief as deemed necessary to accomplish the purposes of this Joint Application and to consummate the sale, transfer and assignment of the Assets and related transactions.

2. Direct testimony was filed by Company on October 30, 2001 and by Cooperative on November 28, 2001. Rebuttal testimony was filed by the Staff of the commission ("Staff") on December 18, 2001. The Applicants filed surrebuttal testimony on December 27, 2001.

3. On November 21, 2001, the Commission issued an Order Granting Intervention to the International Union of Operating Engineers, Local No. 148, AFL-CIO ("OE Local 148") and the International Brotherhood of Electrical Workers Local 1455, AFL-CIO ("IBEW Local 1455"). On December 20, 2001, the Commission issued an Order Granting Intervention to Karl Brandt and 30 other employees of Gascosage Electric Cooperative ("Employees of Gascosage"). No other applications to intervene were filed. On January 4, 2001, OE Local 148 and IBEW Local 1455 filed a motion to withdraw from the case.

4. At 8:30 a.m. on January 08, 2002, the Commission conducted an evidentiary hearing. All parties were represented at the evidentiary hearing on the record.

Findings of Fact

5. The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact. The positions and

arguments of all of the parties have been considered by the Commission in making this decision.

Failure to specifically address a piece of evidence, position or argument of any party does not indicate that the Commission has failed to consider relevant evidence, but indicates rather that the omitted material was not dispositive of this decision.

6. The Commission state that the change in electric supplier for approximately 1200 structures in and around the Cities of Brumley and Ulman from Company to Cooperative pursuant to Section 393.106.2 RSMo 2000 is in the public interest for a reason other than rate differential. The Applicants and Staff have provided evidence that after the transfer both the transferred customers and existing Cooperative members will benefit from better service quality and reliability due to the proposed improvements Cooperative will make to the existing electrical distribution. The Cooperatives plans for the existing Company Brumley Substation and Sho-Me Power's existing Iberia Substation to be "looped," thus providing service to this transferred area from different sources. "Looping" means that even if one supply source were lost, the customers in the affected area would not experience an outage since they could still receive power from the other source. This advantage also extends to Cooperative's existing members because without the revenue from the transferred customers, Cooperative and Sho-Me could not afford to make these system improvements. Testimony of Mr. John Greenley shows that Cooperative has the financial resources available to make the necessary improvements along with commitments from their transmission cooperative, Sho-Me Power. Mr. Greenley further states that Cooperative will provide quick response to any service problems experienced by customers through the trouble response personnel who live in or near the customer's area. Additional linemen will be added to the workforce to accommodate the needs of new customers who will be served. Local offices will be available to conduct business transactions and customer outage calls will be answered locally. In the testimony of Larry Merry, the Company

states that it has received complaints from customers in the Brumley and Ulman area complaining about the quality of electric service. Many of these complaints concerned the need to upgrade certain poles along Highway C. While Company has replaced some of the poles in question, the Applicants testimony states that, after the transfer, the Cooperative plans to replace approximately 700 poles that have deteriorated over time, thus improving system quality and reliability. Mr. Merry further states that he transfer would also allow the Company to efficiently employ its capital. The Brumley and Ulman areas are rural in nature and it is located at the outer reaches of the Company's service area. Because of geography and the location of the Company's existing facilities, the cost to build redundant power feeds in this area is prohibitive. Capital spending of this nature also cannot satisfy internal Company criteria given the low customer density in the area. Therefore, the transfer permits the Company to employ its capital in the other areas to greater effect. The Applicants have notified the affected customers of the proposed change and a significant number of customers have signed a petition requesting that the Commission approve the customer transfer.

7. The Commission finds that the sale, transfer and assignment of Assets between Company and Cooperative, as more particularly described in the Exchange Agreement, pursuant to Section 393.190 RSMo 2000 is not detrimental to the public interest. Mr. Merry testified that the sale of the Assets was evaluated and satisfied all internal company criteria. The Commission finds the methodology employed by the Company is reasonable. Further, the Commission finds that the Exchange Agreement between Company and Cooperative, which effectively implements the sale of the Assets is in the public interest.

8. The Commission finds that the First Amendment is in the public interest. This finding is supported by Mr. Ketter in his rebuttal testimony that states the First Amendment will allow cooperative to integrate the Brumley and Ulman areas into its existing system and will provide

additional revenue from new members to make the planned improvements. Further, Mr. Merry in his direct testimony states that the First Amendment will prevent future duplication of facilities in the area and permit an orderly transfer of customers.

9. The Commission finds that the Illustrative Tariffs, amended by Mr. Merry's surrebuttal testimony, accurately reflect Company's service area after the implementation of the First Amendment.

10. The Commission finds that Staff, Company, and Cooperative shall be deemed to have approved or acquiesced in any rate-making principle or any method of cost determination or cost allocation underlying or allegedly underlying the Agreements, except as the Commission finds that the Territorial Agreement and Exchange Agreement is in the public interest.

Conclusions of Law

11. The Commission has reached the following conclusions of law.

A. The Missouri Public Service Commission has jurisdiction over the services, activities, and rates of Company pursuant to Section 386.250 and Chapter 393, RSMo. The Commission does not have jurisdiction over the services, activities, and rates of rural electric cooperatives such as Gascosage except as specified in Section 394.160, RSMo. When a cooperative enters into a territorial agreement with a regulated public utility the agreement must be approved by the Commission after hearing. ' 394.312, RSMo. The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. §394.312.4, RSMo. Based on the findings of fact it has made, the Commission concludes that the First Amendment proposed by Company and Cooperative, Case No. . EO-2002-178, is not detrimental to the public interest and should be approved.

B. The Commission may approve a change in electric supplier if the change is in the public interest for a reason other than rate differential. Section 393.106.2 RSMo 2000. Based on the findings of fact it has made, the Commission concludes that change in electric supplier proposed by Company and Cooperative, Case No. . EO-2002-178, for approximately 1200 structures in and around the Cities of Brumley and Ulman from Company to Cooperative is in the public interest and should be approved.

C. The Commission may approve a sale, transfer and assignment of Assets between Company and Cooperative pursuant to Section 393.190 RSMo 2000 . Based on the findings of fact it has made, the Commission concludes that the sale, transfer and assignment of Assets between Company and Cooperative as proposed in Case No. . EO-2002-178, is in the public interest and should be approved.

D. The Commission Staff, Company, and Cooperative shall not be deemed to have approved or acquiesced in any rate-making principle or any method of cost determination or cost allocation underlying or allegedly underlying the Agreements, except as the Commission finds that the Territorial Agreement and Exchange Agreement is in the public interest.

IT IS THEREFORE ORDERED:

1. The Union Electric Company d/b/a AmerenUE is authorized to sell, transfer and assign to Cooperative the Assets, as more particularly described in the Exchange Agreement between Union electric Compaany and Gasco Sage Electric Cooperative, attached to this order as Exhibit A, and said the Exchange Agreement is approved,

2. The change in electric supplier for approximately 1200 structures in and around the Cities of Brumley and Ulman for reasons other than rate differential is in the public interest is approved,

3. The designated electric service areas of the Applicants as set forth in the First Amendment to the Territorial Agreement between Union Electric company and Gascoage Electric Cooperative, attached to this order as Exhibit B, are not detrimental to the public interest, and said First Amendment is approved,

4. Union Electric Company is authorized to perform in accordance with the terms of the First Amendment and Exchange Agreement, and to enter into and execute all other documents reasonably necessary and incidental to the performance of the transactions, which are the subject of Exchange Agreement and this Joint Application,

5. The Commission finds that First Amendment does not impair the Company's certificates of public convenience and necessity, except as specifically limited by the First Amendment

6. Union Electric Company shall, within thirty days of a Commission Order approving the First Amendment, file revised tariff sheets with respect to its service area .

7. The Commission grants such other relief as deemed necessary to accomplish the purposes of this Joint Application and to consummate the sale, transfer and assignment of the Assets and related transactions.

8. This Report and Order shall become effective on _____.

Respectfully submitted,

William B. Bobnar

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**ATTORNEY FOR GASCOSAGE
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EMPLOYEES OF GASCOSAGE**

Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list. 1/4/2002

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CONTRACT FOR
PURCHASE AND SALE
OF DISTRIBUTION FACILITIES

between

UNION ELECTRIC COMPANY

and

GASCOSAGE ELECTRIC COOPERATIVE

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

THIS AGREEMENT ("Agreement"), made and entered into the **9th** day of October, 2001, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE, a Missouri corporation, (hereinafter referred to as "Seller") and GASCOSAGE ELECTRIC COOPERATIVE, a Missouri corporation, (hereinafter referred to as "Buyer").

RECITALS

- A. Seller and Buyer are authorized by law to provide electric service within the State of Missouri, including all or portions of Camden, Miller, Maries, Pulaski, and Phelps Counties.
- B. Seller and Buyer entered into a territorial agreement for the exclusive service areas in all or portions of Camden, Miller, Maries, Pulaski, and Phelps Counties (the "Territorial Agreement"). The Territorial Agreement has been approved by the Missouri Public Service Commission ("Commission") by Report and Order in Case No. EO-98-279, which became effective on June 23, 1998.
- C. Seller and Buyer entered into an amendment dated July 17, 2001, to the Territorial Agreement for the exclusive service areas in Miller County and a small portion of Camden County (the "First Amendment"). The First Amendment alters the "Exclusive Service Areas" of Buyer and Seller by permitting the Buyer to serve the structures transferred hereunder. For this Agreement to become effective, the Commission must approve the First Amendment.
- D. Seller now serves certain customers, which are identified in **Exhibit A** attached hereto, that are located in Buyer's "Exclusive Service Area" as set out in the First Amendment, and the parties agree that these customers would be more reliably served by Buyer and

thus benefit public interest.

- E. Seller presently owns and operates the Brumley and Keethtown Substations (hereinafter referred to as the "Substations"), certain 34.5 and 12 kV distribution facilities and related secondary and service facilities (hereinafter referred to as the "Facilities"), which are more particularly described in **Exhibit B** attached hereto.
- F. The Facilities are situated upon right-of-way and easements through grant (hereinafter, referred to as "Easements").
- G. Except for those Facilities expressly excluded on **Exhibit C** attached hereto, Seller desires to sell and to transfer the Substations and the Facilities (hereinafter, collectively referred to as the "Assets") and to assign, to the extent that it may legally and contractually do so, its rights under the Easements related to the Facilities to Buyer, and Buyer desires to purchase and accept same, all pursuant to the terms, conditions and provisions hereof.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **AGREEMENT DEFINED**

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

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

Gascosage Electric Cooperative

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

ARTICLE II **PURCHASE PRICE**

- A. **Agreement to Sell and to Purchase.** Seller hereby agrees to sell and to transfer to Buyer, and Buyer hereby agrees to purchase and to accept from Seller, all of Seller's Facilities as set forth and described on **Exhibit B** and all rights, privileges and obligations pursuant to Easements and associated with said Facilities, except for those items that are listed on **Exhibit C**, which are thereby expressly excluded, excepted and/or reserved.
- B. **Purchase Price.** In consideration for the Assets, Buyer shall pay to Seller the agreed upon purchase price as stated in the letter from John W. Greenlee to Larry D. Merry dated October 1, 2001 (hereinafter "Purchase Price"). Buyer shall pay the Purchase Price by wire transfer to an account designated by Seller, in writing, prior to the closing date, without deduction for bank-related fees or service charges, on the Closing Date.

ARTICLE III **CONDITIONS**

- A. **Effective Date.** This Agreement shall be effective as of the effective date of the Order of the Commission approving this Agreement.

B. **Overall Conditions.** Except as otherwise provided herein, the Agreement is contingent upon all of the following having occurred no later than May 31, 2002. Said date may be extended by written agreement, signed by an officer of each party hereto:

1. Approval of this Agreement by the Commission including, but not limited to, receipt of an order from the Commission (i) approving the Agreement, (ii) authorizing the sale of the Assets and assignment of the easements, and (iii) authorizing a change in supplier for 1200 structures, more or less, within and around the communities of Brumley and Ulman.
2. Approval of the Board of Directors of Seller.
3. Approval of the Board of Directors of Buyer.
4. The execution of a Boundary Line Agreement (either in the form of a new agreement or amendment of a previous agreement), between Company, or its affiliate, and Associated Electric Cooperative that shall provide for the sale of electric power from Company, or its affiliate, to Associated Electric Cooperative for the Brumley and Ulman service areas.
5. Approval by the Security and Exchange Commission, if required.
6. Approval of the First Amendment by the Commission

ARTICLE IV **TAXES**

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

- C. **Other Taxes.** Seller shall be responsible for paying all license, gross receipts, and franchise taxes owed to the appropriate governmental agency on service to a customer until said customer is transferred to Buyer's facilities. Buyer shall be responsible for paying all such taxes thereafter.
- D. **Penalties and Interest.** Each party shall be solely responsible for any interest and/or penalties assessed as a result of a party failing to pay, when due, any tax which that party is responsible for paying, as provided herein.

ARTICLE V
CLOSING AND TRANSFER OF FACILITIES AND CUSTOMERS

- A. **Closing.** Closing shall be on a business day no later than three hundred and sixty-five (365) days after the effective date of the Commission's Order approving the Agreement ("Closing Date"), and at such time and place as the parties mutually agree. If no agreement is reached, the closing shall be on the last business day before expiration of said 365-day period, during business hours, at a location of which Seller gives Buyer advanced notice.
- B. **Title and Risk of Loss.** Title and risk of loss shall pass on the Closing Date.
- C. **Duties.** At closing, Seller shall (i) deliver the documents of title, including a Bill of Sale to the Facilities and quit claims deeds for the Substations; (ii) deliver the assignment agreements and consents thereto, where applicable, for the Easements; and (iii) deliver the release Facilities and the Easements from all liens created by Seller which are of a definite or ascertainable amount which may be removed by the payment of money, including the lien of its indenture of Mortgage and Deed of Trust, dated June 15, 1937, as amended and supplemented ("Seller's Mortgage"), and shall have made a good faith effort to release the Easements from all such liens. Notwithstanding the foregoing, Seller shall have no obligation to release the following liens and encumbrances: (1) private and public utility and drainage easements; (2) rights-of-way for roads, alleys, streets, and

highways; (3) zoning regulations; and (4) building, lines and use or occupancy restrictions, conditions and covenants. At or before closing, Buyer shall wire transfer to the account of Seller the Purchase Price.

- D. **Recording Fees.** Each party shall bear the costs for recording fees for the instruments that it desires to record.
- E. **Time and Method of Transfer of Facilities.** Seller shall transfer all Facilities listed in **Exhibit B** to Buyer on the date of closing by a Bill of Sale, without regard to whether the line is energized by Buyer's system.
- F. **Possession.** Buyer shall have the right of possession of the Facilities and Substations (excluding those items as identified in **Exhibit C**) and Easements upon transfer of the Facilities, Substations and Easements on the date of closing.
- G. **Customers.** The Customers to be transferred are located in, within, and around the communities of Brumley and Ulman (collectively, the "Designated Areas"). The Customers shall be transferred simultaneously with the physical removal of their associated Facilities from Seller's system and subsequent connection to Buyer's system by Designated Area in accordance with the procedure set forth in Article V of this Agreement. Seller shall also issue to each customer served by the facilities sold pursuant to this Agreement, a final bill, reduced by any applicable deposit.
- H. **Accounts Receivable.** Seller shall retain all accounts receivable related to Seller's electric business at the time of closing and through the time that the customers are transferred from Seller to Buyer. Seller shall be entitled to receive all money paid to either Seller or Buyer on said account.
- I. **Time and Method of Transfers of Easements.** Seller shall transfer all Easements associated with a Designated Area to Buyer on the date of closing by executing an Assignment of Easements. Seller shall cooperate with Buyer to obtain the consent for such transfer from the granting party, if required.
- J. **Final Bill.** Seller shall read Customers' meters and provide a final bill to them for

service received. Security deposits and accrued interest existing at the time of transfer shall be credited to the customer on the final bill. If Seller does not receive payment of the final bill within sixty (60) days of the date of its remittance, it may identify Buyer as its agent to collect the accounts receivable. Buyer agrees to take all actions as may be necessary to collect the final bill including, but not limited to, the disconnection of service. Any payments on said accounts received by Buyer shall be remitted promptly to Seller.

ARTICLE VI

INTERIM OPERATIONS

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

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

- A. **Seller.** Seller represents and warrants to Buyer and agrees with Buyer as follows:
1. **Title.** Seller warrants to Buyer that Seller will transfer to Buyer good and marketable title to facilities transferred under this Agreement, free and clear of any security interest, liens, encumbrances, or adverse claim of any third party.
 2. **Licenses, Permits and Approvals.** Seller will have applied for and/or obtained in due time before the closing hereunder, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and

regulation for Seller's performance of its obligations hereunder.

3. **Fitness of Property.** The Facilities sold and transferred pursuant to this Agreement are sold by Seller and purchased by Buyer "AS IS," and **SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED WITH REGARD TO THE FACILITIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** In no event shall Seller be liable for any damages including, but not limited to, special, direct, indirect or consequential damages arising out of, or in connection with, the use or performance of the Facilities. Any description of the Facilities contained in this Agreement is for the sole purpose of identifying the Facilities, is not a part of the basis of the bargain, does not constitute a warranty that the Facilities shall conform to that description, and does not constitute a warranty that the Facilities will be fit for a particular purpose. No affirmation of fact or promise made by Seller, not contained in this Agreement, shall constitute a warranty that the Facilities will conform to the affirmation or promise.

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

ARTICLE VIII RECORDS

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

party shall make available to the other, copies of such relevant records as may reasonably be requested pertaining thereto.

ARTICLE IX **FITNESS OF PROPERTY**

Seller shall repair and maintain the Facilities in good state of repair through the date of closing, ordinary wear and tear excepted, and Seller shall not dispose of any of such items except in the normal course of business without the consent of Buyer. If, between the time this Agreement is executed and the closing, a significant portion of the Facilities is damaged or destroyed beyond normal wear and tear, Buyer and Seller shall attempt in good faith to achieve a mutually satisfactory agreement for the repair and restoration of such Facilities. In the event that Buyer and Seller cannot agree upon terms for the repair and restoration of such Facilities, either party shall have the option of canceling this Agreement. If any portion of the Facilities or Easements is taken through condemnation during the period between execution of this Agreement and the closing, Buyer shall be entitled to the condemnation award(s).

ARTICLE X **INDEMNITY AND RELEASE**

A. Buyer's Environmental Indemnification and Release.

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

Buyer to perform any remedial or other activities required, ordered, recommended or requested by any agency, government official or third party, or otherwise necessary to avoid injury or liability to any person, or to prevent the spread of pollution, however it came to be located on the property (hereinafter, the "Remedial Work").

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

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

1. For any and all claims, demands, obligations, losses, causes of action, costs,

expenses, attorney's fees, and liabilities, whether known or unknown, which Buyer had, now has, or may claim to have, arising out of the loss of or damage to any of the Assets during the Interim Period and caused by Buyer, its employees or agents and/or Seller and its employees or agents, Buyer does hereby release, acquit, and forever discharge Seller, its parent corporation and the directors, officers, employees, attorneys, and agents of Seller.

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

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

1. Seller hereby gives Buyer permission to access and use the Assets as required to assist Buyer in planning and implementing the transfer of the Assets contemplated by this Agreement.
2. Buyer hereby agrees to reimburse Seller for any and all repair or replacement costs incurred by Seller due to the loss of or damage to any of the Assets arising out of or related to Buyer's access and use prior to closing.

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

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

ARTICLE XI **NOTICES**

Notices hereunder may be given by any means reasonably calculated to timely apprise the other party of the subject matter thereof and no notice shall be deemed deficient if in writing, or promptly confirmed in writing, and personally delivered, by express courier, or mailed first-class, postage prepaid to:

If to Buyer:

GASCOSAGE ELECTRIC COOPERATIVE

Mr. John W. Greenlee

General Manager

Gascosage Electric Cooperative

P.O. Drawer G

Dixon, MO 65459

Telephone: 573-759-7146

Fax: 573-759-6020

If to Seller:

UNION ELECTRIC COMPANY

Mr. William J. Carr

Vice President

AmerenUE
One Ameren Plaza
P. O. Box 66149
St. Louis, Missouri 63166-6149
Telephone: 314-554-3990
Fax: 314-554-6454

or to the attention of such other individuals or at such other addresses of which the parties may give notice from time to time. Notice shall be deemed given on (i) the date of delivery or refusal in the case of personal delivery, (ii) the delivery or refusal date, as specified on the return receipt, in the case of over-night courier, express courier, or registered or certified mail or (iii) when received by the person to whom it is addressed in the case of a fax or e-mail.

ARTICLE XII **FORCE MAJEURE**

- A. **Force Majeure.** Neither party shall be liable under this Agreement for damages occasioned by delay in performance or failure to perform its obligations under this Agreement, if the delay or failure results from causes beyond its reasonable control and without the fault or negligence of the party so failing to perform or its contractors or agents.
- B. **Notice.** The party whose performance is affected shall immediately notify the other party indicating the cause and expected duration of the event of force majeure and the delay which it will cause and it shall continue to keep the other party notified of the situation.
- C. **Obligations of Affected Party.** The party whose performance is affected by an event of force majeure shall use all reasonable efforts to avoid or minimize the consequences of delay or failure, shall continue with its obligations after the cause of the delay or failure ceases to exist, but shall not be required to settle a strike, work stoppage, or other labor disputes.

ARTICLE XIII **TERMINATION**

This Agreement may be cancelled by mutual written agreement of the parties prior to closing for

any reason. In the event the parties cancel this Agreement pursuant to this section and the Agreement's approval by the Commission is pending, both parties shall take all actions necessary under 4 CSR 240-2.116 to dismiss any joint application for approval of this Agreement from consideration by the Commission. In the event a party cancels this Agreement pursuant to this section and the Agreement has been approved by the Commission, both parties shall file with the Commission a written notice signed by both parties indicating they are terminating the Agreement. Each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages, except as provided in this Agreement, and neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE XIV **MISCELLANEOUS**

- A. **Amendments.** No modification, amendment, deletion or other change in this Agreement shall be effective for any purpose, unless specifically set forth, in writing, and signed by both Parties. Except for written agreements that change the dates set forth in Section III.B, no modification, amendment, deletion or other change in this Agreement shall be effective for any purpose, unless it is approved by the Commission.
- B. **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- C. **Joint Application and Impact of Commission or Court Orders.** Each party shall cooperate with the other in obtaining all necessary permits and approvals of regulatory authorities and shall do all such things as are reasonably required to permit the completion of the transactions contemplated herein in an orderly, efficient and timely manner. Seller shall make a good faith effort to file by December 1, 2001, for the approvals of the sale referred to herein. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and

void.

- D. **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement. All representations and warranties, and rights and duties hereunder, except for those that are fully executed at the closing, shall survive the closing.
- E. **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.
- F. **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other party from any other obligation under this Agreement, or the same obligation on any other occasion.
- G. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.
- H. **Agreement Binding.** This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, but shall not be assignable by either party without the prior written consent of the other party.

The Parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

SELLER:

UNION ELECTRIC COMPANY
d/b/a AmerenUE

By: William J. Can

Title: Vice President

ATTEST:

By: JK Waters

Title: ASS'T. SECRETARY

BUYER:
GASCOSAGE ELECTRIC
COOPERATIVE

By: William N. Davis

Title: President

ATTEST:

By: Norma Biddle

Title: Secretary

ATTACHMENTS TO AGREEMENT

EXHIBITS

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

EXHIBIT A
(Agreement)

LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO
GASCOSAGE ELECTRIC COOPERATIVE

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
ABBOTT D E	ULMAN EXT J	IBERIA	MO	65486	90468409
ABBOTT LARRY	NORTH HWY C BRUM ULMAN	ULMAN	MO	65083	97658645
ABBOTT RICHARD	162 ULMAN RIDGE RD	ULMAN	MO	65083	90725638
ABBOTT WALTER G	30 WHITE OAK RD	TUSCUMBIA	MO	65082	16282546
ABBOTT WM MONROE	47 WHITE OAK RD	TUSCUMBIA	MO	65082	52647763
ACTON WALTER L	ULMAN EXT J	BRUMLEY	MO	65017	74645067
AHART BOBBIE	BRUM ULMAN EXT 2L 17L 2E	TUSCUMBIA	MO	65082	77524320
AHART LONNIE	385 PEA RIDGE RD	ULMAN	MO	65083	15348649
AHART RICHARD	374 PEA RIDGE RD	TUSCUMBIA	MO	65082	15348597
AHART SCOTT F	MILO RD & HWY F	TUSCUMBIA	MO	65082	45889338
ALIEKSAITES JAMES	HWY C SOUTH OF ULMAN	ULMAN	MO	65083	74679794
ALIEKSAITES JAMES	ULMAN FEEDER	ULMAN	MO	65083	50228666
ALIEKSAITES JAMES	N C HWY 5 MN OF 42-SHOP	ULMAN	MO	65083	80960834
ALIEKSAITES JIM	SOUTH OF ULMAN ON C	ULMAN	MO	65083	43393586
ALIEKSAITES JOSEPH P	BRUMLEY ULMAN EXT 2A	ULMAN	MO	65083	74857139
ALIEKSAITES MILDRED	HWY C SOUTH OF ULMAN	ULMAN	MO	65083	42780504
ALLEE CHARLES	HWY C-1 MI SO 42 17S3F	BRUMLEY	MO	65017	97388934
ALLEE JAMES	BRUMLEY	BRUMLEY	MO	65017	97964516
ALLEE-PATERSON WILMA	HWY C SOUTH OF 42	BRUMLEY	MO	65017	69341605
ALLGAIER ALBERT	COON CREEK 1A	TUSCUMBIA	MO	65082	74644246
ALLGAIER TIM	COON CREEK EXT 1A 9 8.2	TUSCUMBIA	MO	65082	81336082
ALLISON RICHARD E	597 HIGHWAY C	ULMAN	MO	65083	97564944
ALLTEL MISSOURI INC	N9 47 BRUM KTHWN EXT J	BRUMLEY	MO	65017	60936526
ALLTEL MISSOURI INC	L10 22 BRUM KTNW EXT12J	BRUMLEY	MO	65017	81201775
ALLTEL MISSOURI INC	CO RD C36*U18	BRUMLEY	MO	65017	69905166
AMOS JEANNE L	HSE 100YDS FR WAYNEMONEY	IBERIA	MO	65486	97733915
ANDERSON BONNIE	BRUMLEY	BRUMLEY	MO	65017	66132751
ANDREWS GEORGE	MT CAR TUSC CATTAIL CRK	TUSCUMBIA	MO	65082	16282560
APPLEGATE WILBUR	RR 1 BOX 10A	TUSCUMBIA	MO	65082	15328970
APPLEGATE WILBUR AND	TUSCUMBIA - BARN	TUSCUMBIA	MO	65082	39446081
ARCOBASSO JOE	BRUSHY BRANCH CUTOFF	BRUMLEY	MO	65017	16791723
ARTHUR STEVE	BRUM ULMAN EXT I P.11	BRUMLEY	MO	65017	67051105
ASA ILA	BRUMLEY MO	BRUMLEY	MO	65017	52646136
ASH BEVERLY	ULMAN MO HOUSE	ULMAN	MO	65083	46906518
ASH CALVIN O	K6 13 PREW ULMAN FDR	ULMAN	MO	65083	56755208
ASH CURTIS	BR DEANE FDR	BRUMLEY	MO	65017	73707467
ASH FAYE	PREW BRUM FDR 15P 1-D	BRUMLEY	MO	65017	54070745
ASH HERBERT JR	ROAD 42-20	BRUMLEY	MO	65017	41324091
ASH HERBERT SR	CO RD 42-20 * U-2	BRUMLEY	MO	65017	96577716
ASH JAMES LEE	BRUMLEY DEANE CRK EXT N	BRUMLEY	MO	65017	97536943
ASH JESSICA S	BRUM ULMAN FDR	BRUMLEY	MO	65017	98131319
ASH JESSICA S	BRUMLEY BEAR CRK EXT	BRUMLEY	MO	65017	90341517
ASH JOHN	BRUMLEY ULMAN EXT M	BRUMLEY	MO	65017	75210153
ASH L DANIEL	BRUMLEY KEETHTOWN EXT37J	IBERIA	MO	65486	90468399
ASH LEMAN	28 FAITH COMMUNITY RD	IBERIA	MO	65486	78256206
ASH LEMAN	28 FAITH COMMUNITY RD	IBERIA	MO	65486	97658670
ASH LES	BRUMLEY BEAR CRK EXT	BRUMLEY	MO	65017	98950367
ASH LES	66 STATE PARK RD	BRUMLEY	MO	65017	80988016
ASH LES C	66 STATE PARK RD	BRUMLEY	MO	65017	74404833

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
ASH LES D	RT 1 BOX 165	BRUMLEY	MO	65017	56828245
ASH LES L	BBC BRUM EXT K	BRUMLEY	MO	65017	60000713
ASH LES LEE	BRUM HWY C SOUTH FDR	BRUMLEY	MO	65017	97388966
ASH MEREL	33 ROCKY TOP RIDGE RD	BRUMLEY	MO	65017	97748935
ASH OTTO	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	0
ASH SAMUEL	BBC BRUM EXT N M	BRUMLEY	MO	65017	97520514
ASH SAMUEL B	BBC BRUM EXTN M	BRUMLEY	MO	65017	97819934
ASH TAMMY	CO RD 42-20 MOB #1	BRUMLEY	MO	65017	90467478
ASH THOMAS J	CO RD 42 20	BRUMLEY	MO	65017	45453901
ASH VIOLA	35 ROCKY TOP RIDGE RD	BRUMLEY	MO	65017	97638577
ASH W E	BIG BEAR CR BRUM	BRUMLEY	MO	65017	97502321
ASH WALTER	BRUM DEANE CRK EXT U	BRUMLEY	MO	65017	97844960
ASH WESTON	1695 HIGHWAY 52	TUSCUMBIA	MO	65082	57523143
ASH WESTON	HWY 52 2MI E OF HWY 17	TUSCUMBIA	MO	65082	74644754
ASH WILLIAM &	BRUM DEANE CRK EXT M	BRUMLEY	MO	65017	98064968
ASH WM H	PREW ULMAN EXT P	ULMAN	MO	65083	98359822
ATRA DATA INC DBA	N HWY C ULMAN EXTN WELL1	TUSCUMBIA	MO	65082	98084712
ATRA DATA INC DBA	N HWY C ULMAN EXT WELL5	TUSCUMBIA	MO	65082	69869755
ATRA DATA INC DBA	N HY C EQUIPMNT BARN	TUSCUMBIA	MO	65082	99347781
ATRA DATA INC DBA	CO RD JJ6 WELL #6	TUSCUMBIA	MO	65082	39834511
ATRA DATA INC DBA CIRCLE	N HWY C ULMAN EXTF WELL2	TUSCUMBIA	MO	65082	96578182
ATRA DATA INC DBA CIRCLE	N HWY C ULMAN EXTF WELL3	TUSCUMBIA	MO	65082	97468674
ATRA DATA INC DBA CIRCLE	N HWY C ULMAN EXTF WELL4	TUSCUMBIA	MO	65082	80625176
ATRA DATA INC DBA CIRCLE	OFF HWY JJ6 WELL#7	ULMAN	MO	65083	56466339
AULT JEFF	HWY 42 10JJ LOT 7	KAISER	MO	65047	15721060
B & B FEED	BRUMLEY	BRUMLEY	MO	65017	97844735
BACA ALAN & NANCY	BRUMLEY EXT G	BRUMLEY	MO	65017	53734298
BAKER RITA & HENRY	520 BEAR CREEK RD	BRUMLEY	MO	65017	18960630
BAKER W S	ULMAN EXTN 2A	ULMAN	MO	65083	74824043
BAKER WENDY M	BRUM ULMAN EXT 27J	IBERIA	MO	65486	58354247
BALES BOB	MO STATE HWY C 1.3MI SO	BRUMLEY	MO	65017	91319194
BALFANZ ROBERT & SHARON	BRUMLEY DEANE CREEK EXTN	BRUMLEY	MO	65017	56614349
BALFANZ ROBERT D	BR DEANE CRK EXT N 17T4A	BRUMLEY	MO	65017	83662040
BALLENGER ROBERT	BRUM BIG BEAR CREEK	BRUMLEY	MO	65017	32201959
BARKER BOBBY	CO RD U-14 N10(47)	BRUMLEY	MO	65017	55014854
BARKER JAMES	ULMAN EXT J 21V 1D	BRUMLEY	MO	65017	55014538
BARKER JANET L	BRUM KEETH EXT J	BRUMLEY	MO	65017	55014895
BARNES JOANNA	L3643 T1	BRUMLEY	MO	65017	90628378
BARNETT ANGELA	LFT SD C26U8 GRVL RD 1/8	BRUMLEY	MO	65017	79208725
BARNETT DWIGHT	BRUMLEY KEETHTOWN EXT14J	BRUMLEY	MO	65017	97964542
BARTON JAMES	MILL CREEK ROAD W OF U	BRUMLEY	MO	65082	76128936
BARTON VIRGINIA	PR BRUM FDR	BRUMLEY	MO	65017	62400166
BASLEE JAMES C	COON CREEK EXT 1A	TUSCUMBIA	MO	65082	49561026
BASS BETTY R	BRUMLEY BBC EXT L	BRUMLEY	MO	65017	73707159
BAX GENE	ULMAN EXT C 77364 19N2K	ULMAN	MO	65083	80960788
BAX GENE	WEST 1/4 MI SO ULMAN	ULMAN	MO	65083	91196396
BAX GENE	ULMAN EXT E	ULMAN	MO	65083	97819147
BAX GENE	SOUTH OF ULMAN 1/4 MI	ULMAN	MO	65083	90564449
BAX GENE	ULMAN EXT E	ULMAN	MO	65083	80991216

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
BAYSINGER KEN	HWY 42 1/2 MI WEST U	BRUMLEY	MO	65017	56827148
BEABOUT INC DBA QUALITY	CO RD 42-18 SHOP	BRUMLEY	MO	65017	61659452
BEABOUT JERRY	BRUMLEY	BRUMLEY	MO	65017	78074608
BEABOUT JERRY	UNIT 1 RENTAL	BRUMLEY	MO	65017	52765035
BEABOUT JERRY	UNIT 4 RENTAL	BRUMLEY	MO	65017	91123620
BEAN RAY	PREW ULMAN EXT P.103.1	BRUMLEY	MO	65017	90564534
BEARD ANNA	BTWN BR CRK RD/JJ6 WELL	BRUMLEY	MO	65017	77917844
BEARD ANNABELLE	130 BEAR CREEK RD	BRUMLEY	MO	65017	97536650
BEARD BYRON JR	PREWITT ULMAN FDR	BRUMLEY	MO	65017	79605738
BEARD CALVIN	BEAR CREEK RD 80082	ULMAN	MO	65083	90341573
BEARD MARVIN	WEST ULMAN 4 MI OFF JJ	ULMAN	MO	65083	98064885
BECKER CRAIG	18 CHATEAU OAKS DR	BRUMLEY	MO	65017	38708394
BEILFUS JAMES V	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	52906357
BETHEL BAPTIST CHURCH	ULMAN	ULMAN	MO	65083	65715450
BEU SONYA J & KELLAS	BRUMLEY EXT M 15S 5E	BRUMLEY	MO	65017	97093262
BICE RALPH	ULMAN	ULMAN	MO	65083	98012229
BISHOP ROBERT & KAREN	PREW BRUM EXT I	BRUMLEY	MO	65017	55322706
BLACK MARVIN	94 BEAR CREEK RD	BRUMLEY	MO	65017	78073633
BLACK MARVIN	94 BEAR CREEK RD	BRUMLEY	MO	65017	65413399
BLACK MARVIN	94 BEAR CREEK RD	BRUMLEY	MO	65017	22709427
BLALOCK RANDY G	30 COUNTY SIDE RD	ULMAN	MO	65083	47945598
BLUMENSHINE BOB	BRUM KEETHTOWN EXT 6J	BRUMLEY	MO	65017	52696237
BOGART JOE	MAIN ST N HWY C 17R6C L9	BRUMLEY	MO	65017	80308756
BORDERS RICHARD	LOT 1 THORNEY MEADOWS	KAISER	MO	65047	52797664
BOWDEN PAUL	BRUMLEY	BRUMLEY	MO	65017	89987436
BOWLIN ROBERT	ULMAN FEEDER	BRUMLEY	MO	65017	15719250
BOWMAN KAMEALA	BRUMLEY	IBERIA	MO	65486	69341620
BOYD MICHAEL B	403 BEAR CREEK RD	BRUMLEY	MO	65017	66105434
BRAWLEY ANDREW J	ROUTE C-NEXT TO BRUMLEY	BRUMLEY	MO	65017	65287360
BROOKS KAREN & KIM	BRUM DEANE CRK EXT K	BRUMLEY	MO	65017	65261857
BROOKS MICHAEL D	1599 HIGHWAY 42	IBERIA	MO	65486	73556377
BROUK BILL	BRUM ULMAN FDR EXT 1N	ULMAN	MO	65083	97819064
BROUK WILLIAM L	BR UL EXT C	ULMAN	MO	65083	17532232
BROUK WILLIAM L	HIGHWAY JJ	ULMAN	MO	65083	54121340
BROWN EDWARD E	HWY 42 2 MI W OF BRUM	BRUMLEY	MO	65017	58517171
BROWN GORDON LEE	BRUMLEY PREWITT EXT L	BRUMLEY	MO	65017	67313851
BROWN HARLEY C	ULMAN	ULMAN	MO	65083	55040031
BROWN JOYCE J	ABOVE BLACKMER MINE	BRUMLEY	MO	65017	63545421
BROWN LEE	HWY 42 W OF BRUM 1/2 MI	BRUMLEY	MO	65017	65004973
BROWN OVA	BRUM&B B C FEEDER	BRUMLEY	MO	65017	64033484
BROWN ROBERT	B B C BRUMLEY	BRUMLEY	MO	65017	97941532
BROWN ROXAN	BRUMLEY DEANE CRK EXT L	BRUMLEY	MO	65017	57514533
BROWN WAYNE &	TR 4 MILL CRK ACRES	BRUMLEY	MO	65017	96578361
BROWN WILFORD & DEBBIE	30 HUNTER WAY CT	BRUMLEY	MO	65017	52799535
BROWNING CHRISTINA I	ULMAN EXTN L REA	TUSCUMBIA	MO	65082	43393583
BRUMLEY BAPT CHURH	BRUMLEY	BRUMLEY	MO	65017	91123281
BRUMLEY BOBBY	ULMAN EXT J	BRUMLEY	MO	65017	80990835
BRUMLEY CHURCH OF CHRIST	S HWY C 1.5M FRM 42	BRUMLEY	MO	65017	90341570
BRUMLEY CLIFFORD	MT CARM TUSC FDR	TUSCUMBIA	MO	65082	16283064

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
BRUMLEY CLIFFORD	HWY 17 2 MI SO OF TUSC	TUSCUMBIA	MO	65017	16277996
BRUMLEY CLIFFORD A	ULMAN EXTN L REA	TUSCUMBIA	MO	65082	16278031
BRUMLEY FIRE DEPT	HWY C NORTH (DOWNTOWN)	BRUMLEY	MO	65017	65002532
BRUMLEY FIRE PROTECTION	HWY C	ULMAN	MO	65083	63165866
BRUMLEY FIRE PROTECTION	BEN TOWN	IBERIA	MO	65486	55014377
BRUMLEY JACK	ULMAN EXTN 5L	TUSCUMBIA	MO	65082	15327384
BRUMLEY LIONES CLUB	BRUM ULMAN FDR	BRUMLEY	MO	65017	96578417
BRUMLEY LIONS CLUB	BRUM UL FDR 74444 17R 4E	BRUMLEY	MO	65017	75912408
BRUMLEY SHANNON	ULMAN EXT 14J 19S 9H	BRUMLEY	MO	65017	15328712
BUDSLICK WILLIAM	COON CREEK EXT B	TUSCUMBIA	MO	65082	16293127
BUECHTER LEO	BRUMLEY KEETHTOWN EXT J	BRUMLEY	MO	65017	55014878
BUKOWSKY GILBERT W	BRUMLEY PREWITT EXT E	BRUMLEY	MO	65017	69905600
BUNGER PAULINE	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	28436639
BURG MILTON BUD	17 ROCKY TOP RIDGE DR	BRUMLEY	MO	65017	46365666
BURKS ANDREA	241 HIGHWAY JJ	ULMAN	MO	65083	97641288
BURKS BILL	HWY 52 3/4MI FR HWY 17	TUSCUMBIA	MO	65082	74644309
BURROUGHS BRENDA	19 RED OAK DR	BRUMLEY	MO	65017	52906793
BURROUGHS BRENDA	RED OAK DR WELL	BRUMLEY	MO	65017	56836062
BURTON JAMES D	HWY U BRUM KEETH EXT 21J	IBERIA	MO	65486	55702222
BURTON TAMMY J	GRAVEL RD 38 .8 FM HWY C	BRUMLEY	MO	65017	17964336
BUSH RALPH	BRUMLEY KEETHTOWN 18R 8F	BRUMLEY	MO	65017	76128928
BUSH RALPH	77 MILL CREEK RD	BRUMLEY	MO	65017	18229658
BUSH RALPH	BRUMLEY KEETHTOWN	BRUMLEY	MO	65017	90564539
BUTLER CARRIE S	LT 2 THORN STICK AC	KAISER	MO	65047	55917178
BUTLER LINDA	BRUMLEY KTWN EXT 33J	IBERIA	MO	65486	58499726
BYRD ALBERT	BRUMLEY	BRUMLEY	MO	65017	78256241
BYRD ANDY	BRUM PREW EXT 2D	BRUMLEY	MO	65017	80222091
BYRD BRUCE	TRCT ON 42-12-C18	BRUMLEY	MO	65017	23499833
BYRD CLAUDE	BRUMLEY ULMAN EXT V	BRUMLEY	MO	65017	98359815
BYRD DOUGLAS W	BRUMLEY PREW EXT 1-F	BRUMLEY	MO	65017	55002779
BYRD EDGAR	BRUMLEY ULMAN EXT A	ULMAN	MO	65083	81547083
BYRD EDGAR AND ERMA	13 CHICORY RD	ULMAN	MO	65083	49923208
BYRD EDGAR STEVEN	BRUM ULMAN EXT A	BRUMLEY	MO	65017	74644724
BYRD MICHAEL A	BYRD MICHAEL A	BRUMLEY	MO	65017	74645643
CADWALLADER WESLEY	137 BENTOWN RD	BRUMLEY	MO	65486	90871353
CALK NORMAN AND ZENNIA	BRUMLEY	BRUMLEY	MO	65017	98444113
CANNON DAVID/NOLA	ULMAN FEEDER	BRUMLEY	MO	65017	73303865
CARICO DARIN & MELISSA	NORTH SIDE OF JJ	ULMAN	MO	65083	68862540
CARICO JAMES	RT 1 CO RD JJ6	ULMAN	MO	65083	80991441
CARICO JAMES	OFF HWY 42 NEXT TO	BRUMLEY	MO	65017	79439316
CARICO JAMES	PREWITT ULMAN EXT P	BRUMLEY	MO	65082	77625521
CARICO KENNETH	ULMAN FEEDER	ULMAN	MO	65083	65413156
CARICO KENNETH	ULMAN FEEDER HWY JJ	ULMAN	MO	65083	66239625
CARICO KENNETH R	C HWY 1MI N ULMAN	ULMAN	MO	65083	68509920
CARICO KENNETH R	HWY C 1 MI N ULMAN	ULMAN	MO	65083	64330522
CARTER THEODORE A	BRUMLEY KEETHTOWN EXT	BRUMLEY	MO	65017	15328976
CARVER CINDY L	ULMAN EXTN K	TUSCUMBIA	MO	65082	16283095
CATO WILLIAM R	TWO MILES E BRUM	BRUMLEY	MO	65017	97844995
CATRON CHRISTINA	10 HUNTERS WAY CIR	BRUMLEY	MO	65017	57622444

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
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Customer Name	Service Address	City	State	Zip	Meter Number
CATRON NICHOLAS	156 HIGHWAY C	ULMAN	MO	65083	52696355
CAWTHON JAMES	NS HWY 42 E.U	IBERIA	MO	65486	66944155
CHARTIER HEATHER	RT 1 BOX 386	BRUMLEY	MO	65017	57415525
CHEEVER JAMES L	ULMAN EXTN L	TUSCUMBIA	MO	65082	15327389
CHRISCO ROY	24 HUNTERS WAY CIR	BRUMLEY	MO	65017	52649400
CHRISTIAN CHURCH OF	L9 15 BRUM-ULMAN FDR	BRUMLEY	MO	65017	58344863
CLARK ANITA	146 STATE PARK RD	BRUMLEY	MO	65017	64612733
CLARK JONATHAN	ROUTE 1	BRUMLEY	MO	65017	97388904
CLOSE MARY K	TRACT A RANDYLAND	BRUMLEY	MO	65017	64489310
COCHRAN BILLY JO	BBC BRUM EXTN R	BRUMLEY	MO	65017	71067481
COCHRAN COLLEEN	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	58054763
COCHRAN GLENNETH	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	97081041
COCHRAN HAROLD	HWY U 1 MI S OF 42	IBERIA	MO	65486	69905819
COCHRAN JAMES O	MO ST HWY U AT COUNTY EE	IBERIA	MO	65486	74470300
COCHRAN RENEE & BLACK	COUNTY RD U10	IBERIA	MO	65486	90342178
COCHRAN RICHARD &	BRUMLEY DEANE EXT 3K	BRUMLEY	MO	65017	58902485
COCHRAN ROBERT	BBC BRUM EXT R	BRUMLEY	MO	65017	98444110
COCHRAN ROGER	75 UNCLE DEE RD	BRUMLEY	MO	65017	97964844
COCHRAN RONALD	HIGHWAY C & HWY U	BRUMLEY	MO	65017	90468378
COCHRAN RUSSELL	RT 1 C36U18	BRUMLEY	MO	65017	63006791
COCHRAN SCOTT/BECKY	ULMAN EXT J	IBERIA	MO	65486	15329005
COCHRAN STEVE J	144 BENDTOWN RIDGE RD	BRUMLEY	MO	65017	69482355
COLVIN GARY	27 SAMPLES RD	IBERIA	MO	65486	47264743
COLVIN GARY	27 SAMPLES RD	IBERIA	MO	65486	49994406
COLVIN LINDA	817 HIGHWAY C	BRUMLEY	MO	65017	91311608
COLVIN TIM	HWY U SO HWY 42 2ND RD E	IBERIA	MO	65486	98359567
CONNER ANDREW	90 MILL CREEK RD	BRUMLEY	MO	65017	39637953
COOK PATTY C	105 STATE PARK RD	BRUMLEY	MO	65017	56475028
COOPER BELVIA	ULMAN EXT P	ULMAN	MO	65083	69905642
COOPER DENNIS	OFF 42 2 MI FIRST TR	BRUMLEY	MO	65017	75013201
COOPER DENNIS JR	CO RD JJ 6	BRUMLEY	MO	65017	79576396
COOPER HERB	PREW ULMAN EXT P	BRUMLEY	MO	65017	90469288
CORDRY BRYAN	N9 20 HWY U SO 42 W SIDE	IBERIA	MO	65486	97494632
CORY GLEN TRLR 1	SOUTH C NX TO TLM 144-	BRUMLEY	MO	65017	44742135
CORY GLEN TRLR 2	SOUTH C NX TO 144-848-	BRUMLEY	MO	65017	43353030
COSTIGAN DR ROBERT L	E BRUMLEY ON 42 3 MI	BRUMLEY	MO	65017	52799284
COVINGTON NORMA & ALAN	LT 12 COUNTRYSIDE MHP	BRUMLEY	MO	65017	64330636
CRAMER DENNIS	BRUMLEY DEANE CRK FDR	BRUMLEY	MO	65017	58354084
CRAMER DENNIS	BBC&BRUMLEY EXT	BRUMLEY	MO	65017	90565626
CRAMER DENNIS	BBC BRUM EXT W	BRUMLEY	MO	65017	58344602
CRANE DAVID	BRUM ULMAN EXT 13L	TUSCUMBIA	MO	65082	15348599
CRANE GENE	ULMAN EXT 2 L	ULMAN	MO	65083	15348608
CROWDER H W	BRUM ULMANFDR 1W BR LION	BRUMLEY	MO	65017	56169489
CROWDER H W	BRUM ULMAN FDR	BRUMLEY	MO	65017	91319249
CROWDER LINDA	BRUM ULMAN FDR LOG CBN	BRUMLEY	MO	65017	16292234
DAVENPORT DAVID R	BRUMLEY	BRUMLEY	MO	65017	90467461
DAVENPORT RICH	BRUMLEY KEETHTOWN EXT13J	BRUMLEY	MO	65017	55014847
DAVENPORT RICHARD	BRUM KTHTN EXT 13J	BRUMLEY	MO	65017	55014876
DAVIDSON CONST	17 MILL CREEK EST	BRUMLEY	MO	65017	98498908

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ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
DAVIDSON CONSTRUCTION	LOT 11 MILL CRK ACRES	BRUMLEY	MO	65017	74857488
DAVIDSON CONSTRUCTION	WELL TRACT 7/8 MILLCREEK	BRUMLEY	MO	65017	77916340
DAVIE LILLIE	BRUMLEY DEANE CRK EXT Q	BRUMLEY	MO	65017	77984444
DAVIS BONNIE S	160 MAIN	BRUMLEY	MO	65017	73556375
DAVIS CHRISTIE	BRUMLEY DEANE CRK EXT 4K	BRUMLEY	MO	65017	70656065
DAVIS JAMES L	BR KEETHTOWN EXT 14J	BINTOWN	MO	65017	15328992
DAVIS VERNA	BRUMLEY DEANE CRK EXT 3K	BRUMLEY	MO	65017	62953744
DE VORE RAWL	ULMAN EXTN J	BRUMLEY	MO	65017	98444047
DEGRAFFENREID BRYAN E	1991 HIGHWAY 42	BRUMLEY	MO	65017	90889428
DEGRAFFENREID CATHY	ULMAN FEEDER	ULMAN	MO	65083	56169668
DEGRAFFENREID DAVID F	HWY 42 BRUMLEY KEETHTOWN	BRUMLEY	MO	65017	73555182
DEGRAFFENREID DAVID J	PREW ULMAN FDR 15N 1D	KAISER	MO	65047	75294581
DEGRAFFENREID FLOYD	BRUMLEY	BRUMLEY	MO	65017	76904367
DEGRAFFENREID FRANK	PREW BRUM EXT E	BRUMLEY	MO	65017	97844957
DEGRAFFENREID HAROLD	NORTH OF HWY C 82610	ULMAN	MO	65083	16283088
DEGRAFFENREID JOHN	ULMAN	ULMAN	MO	65083	78073590
DEGRAFFENREID KAREN	HWY 42	BRUMLEY	MO	65017	69341667
DEGRAFFENREID LLOYD	HWY C NORTH/BRM ULMN FDR	BRUMLEY	MO	65017	58583034
DEGRAFFENREID LLOYD	L8-22 HWY C NO BRUM	BRUMLEY	MO	65017	97495925
DEGRAFFENREID TENNYSON	PREW ULMAN FDR AT BARNET	KAISER	MO	65047	97844953
DETLAFF JAMES R JR	BRUM KEETH EXT J	BRUMLEY	MO	65017	91319179
DEVORE RUBY	BRUM KEETH EXT7J	BRUMLEY	MO	65017	78256227
DILLEY FRANK JR	ULMAN	ULMAN	MO	65083	16293156
DISTEFANO VALERIE	BR DEAN CRK EXT 6R	LAKE OZARK	MO	65049	52490409
DISTLER BECKY J	TWO M NORTH OF BRUMLEY	BRUMLEY	MO	65017	70655961
DONLEY STEPHANIE	RED OAK REAR MOB HOME	BRUMLEY	MO	65017	56839696
DOWDY JESS	BRUMLEY ULMAN FDR	ULMAN	MO	65083	16283387
DOWDY JESS	ULMAN	ULMAN	MO	65083	17532684
DOWDY JESSE	ULMAN 190 2A	ULMAN	MO	65083	98817504
DOWNING ADRIAN	21 KINDERHOOK CO RD	IBERIA	MO	65486	80960846
DOWNING JOHN D	U HWY 8	IBERIA	MO	65486	37415214
DOWNING KEM & JERRY LYNN	OFF 42HWY ON U HWY 2MI	IBERIA	MO	65486	49561004
DRACE DAVE	BRUM ULMAN FDR NO EDGE	ULMAN	MO	65083	64330616
DRAEGERT CALVIN A	BRUMLEY	BRUMLEY	MO	65017	99490264
DUDLEY OSCAR L	ULMAN FEEDER EXT D 78452	ULMAN	MO	65083	74380580
DUDLEY OSCAR L	70 JACKSON CEMETARY RD	ULMAN	MO	65083	64489204
DUGAN VERMA	ULMAN EXT J	BRUMLEY	MO	65017	63360858
DUNCAN BARBARA	BRUMLEY KEETH EXT 21J	BRUMLEY	MO	65017	65715363
DUNCAN BETTY MAXINE	356 HIGHWAY U	IBERIA	MO	65486	80946980
DUNCAN BRIAN	BRUMLEY DEANE CR EXT R	BRUMLEY	MO	65017	97081048
DUNCAN CHRISTIE A	N10 61 LK RD U-10	BRUMLEY	MO	65017	55014897
DUNCAN DOUG	NX TO TLM L128-864-003	BRUMLEY	MO	65017	97876947
DUNCAN EDWIN	385 HWY U	IBERIA	MO	65486	54070337
DUNCAN FRANK	BRUMLEY ULMAN 16J	BRUMLEY	MO	65017	15328736
DUNCAN JAMES	358 HIGHWAY U	IBERIA	MO	65486	60312096
DUNCAN JOHN H	ULMAN EXTN J	BRUMLEY	MO	65017	31152856
DUNCAN JOSHUA D	HWY 42 BRUSHY BRANCH	IBERIA	MO	65486	99535134
DUNCAN JOSHUA D	HWY 42 TO HWY U 2ND HSE	IBERIA	MO	65486	49567122
DUNCAN LUCILLE	N10(49)BRUM-KTHTN EXT18J	BRUMLEY	MO	65017	55014536

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Customer Name	Service Address	City	State	Zip	Meter Number
DUNCAN MELVIN	BRUMLEY HWY C SOUTH FDR	BRUMLEY	MO	65017	74619114
DUNCAN OLEPH	BROMLEY KEETHTOWN	BRUMLEY	MO	65017	80960799
DUNCAN OLEPH	BRUMLEY KEETHTOWN EXT12J	BRUMLEY	MO	65017	45406394
DUNCAN RICK	M9 32 BRUMLEY ULMAN 16J	BRUMLEY	MO	65017	15328718
DUNCAN SCOTT	ULMAN EXT 7J	IBERIA	MO	65486	68644285
DUNCAN TIM	N11(1)BRUM-KTHTN EXT18J	BRUMLEY	MO	65017	16853502
DUNCAN TIM	N11 2 BRUM KTHTN EXT 18J	BRUMLEY	MO	65017	55014877
DUNCAN TIM	BRUM KEETH TWN EXT 18J	BRUMLEY	MO	65017	55014881
DUNCAN VENICE	6 GINGER RD	IBERIA	MO	65486	98064860
DUNKESON ELDON L	CO RD 42-16	BRUMLEY	MO	65017	52697962
DUNKESON MARIE	88 STATE PARK RD	BRUMLEY	MO	65017	66707437
EADS PEGGY S	PAD 8 RILEY-- ---- MH PK	BRUMLEY	MO	65017	39694689
ECKS FREEMAN	34 HIDDEN BLUFF LN	BRUMLEY	MO	65017	70219452
EDWARDS FRED	BRUSH FORK EXT	ULMAN	MO	65083	97820716
EDWARDS FRED	ULMAN EXT 2-A	ULMAN	MO	65083	96578454
EDWARDS IVOR	107 STATE PARK RD	BRUMLEY	MO	65017	63834552
EDWARDS JACK	S OF ULMAN 2 MI OLD	ULMAN	MO	65083	97687307
EDWARDS JACK	ULMAN EXT L 19L 1H	ULMAN	MO	65083	97648426
EDWARDS OTIS	TWO MILES SE OF ULMAN	ULMAN	MO	65083	42704776
EDWARDS OTIS	CO RD C-14 CSP	ULMAN	MO	65083	50564849
EDWARDS OTIS	BRUSHY FORK EXT A	ULMAN	MO	63228	80990904
EDWARDS ROSIE M	TWO MILE SE OF ULMAN	ULMAN	MO	65083	97749213
EDWARDS SAMUEL	BRUMLEY ULMAN EXT D	ULMAN	MO	65083	45783871
EKSTROM KEITH	COON CREEK EXTN A	TUSCUMBIA	MO	65082	57219437
ELSBERRY KRIS	27 CURRY RD	IBERIA	MO	65486	15328678
EMMERICH JAMES	CO RD C-36 *U-18	BRUMLEY	MO	65017	76904376
EMMERICH JAMES S	C-36 / U18 OFF HWY C	BRUMLEY	MO	65017	76904396
FANCHER KIMBERLY A &	NS 42 WICKAM ACREAGE	BRUMLEY	MO	65017	52903508
FARROW BRIAN	RT 1	BRUMLEY	MO	65017	68612282
FARROW DAVID	BRUM PREW EXT F	BRUMLEY	MO	65017	66018907
FARROW DEBBIE S	LK RD 42-14	BRUMLEY	MO	65017	58702918
FARROW ROGER	HWY C	BRUMLEY	MO	65017	99636746
FEDERAL AVIATION ADMIN	STATE PARK LEE C FINE	KAISER	MO	65047	97964279
FERGUSON JAMES	2315 HWY 42	BRUMLEY	MO	65017	64803357
FIELDS C DEAN	BRUMLEY EXT	BRUMLEY	MO	65017	61615756
FIELDS CAROL DEAN	HIGHWAY 42-2 1/2 MI	BRUMLEY	MO	65017	75453726
FIELDS DEAN DBA DEANS	BRUMLEY	BRUMLEY	MO	65017	68405830
FIENE TERRY L & JEFF	MT CARMEL TUSC EXT 6L	TUSCUMBIA	MO	65082	15327339
FISCHER ROGER	TUSC-UL RD 3P N HWY C	ULMAN	MO	65083	15328081
FISCHER ROGER	417 ULMAN RIDGE RD	ULMAN	MO	65083	69866290
FISH DOROTHY J	BRUM KEETHTOWN EXT 27J	BRUMLEY	MO	65017	90871975
FLAUGHER CHARLES	CATTAIL CRK EXT 20 K8	TUSCUMBIA	MO	65082	81546734
FLAUGHER GRACE	CATTAIL CREEK EXT	TUSCUMBIA	MO	65082	48325306
FLAUGHER JESSE	45 HIGHWAY F	TUSCUMBIA	MO	65082	75693632
FOLLIS CLEEDA	HWY 42 BRUMLEY PREW FDR	BRUMLEY	MO	65017	62244674
FRENCH LLOYD	850 PEA RIDGE RD	ULMAN	MO	65083	77659715
FRENCH ORVILLE EUGENE	JJ-6 1.9 N HWY 42	BRUMLEY	MO	65017	78073304
FRITCHEY DERRELL	CO RD C-26 * U-8	BRUMLEY	MO	65017	44759809
FRITCHEY DERRELL	PROP SO U-8	BRUMLEY	MO	65017	15328667

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FRITCHEY DERRELL A	PROP SO CO RD U8	BRUMLEY	MO	65017	97621766
GAMM DEBORAH	BEAR CREEK ROAD	BRUMLEY	MO	65017	56829904
GAMM DEBORAH	BRUM BEAR CRK EXT B	BRUMLEY	MO	65017	66215653
GARNER ROGER	HWY U KEETHTOWN	BRUMLEY	MO	65017	64131024
GENDLE BILL	15' COUNTRYSIDE TRL CT	BRUMLEY	MO	65017	64361205
GIBONEY FRANK	S HY C ACCR FRM C-36	BRUMLEY	MO	65017	16853518
GIBONEY FRANK	C36-BARN	BRUMLEY	MO	65017	91319230
GILBERT MENDA	TRCT 17 MILL CREEK SUBD	BRUMLEY	MO	65017	18232044
GILLIAM JEFFREY DEAN	BRUMLEY DEANE CRK EXT R	BRUMLEY	MO	65017	56632459
GILLIAM RAY	ROUTE 1	IBERIA	MO	65486	77625593
GILLIAM RAY	N9 39	IBERIA	MO	65486	16853485
GILLIAM RAYMOND G	BR DEANE CREEK EXT 6R	BRUMLEY	MO	65017	71010222
GILLIAM WILLIAM	BRUM BBC EXT	BRUMLEY	MO	65017	98837549
GONELLA GAIL	BRUM DN CRK MOB HOME	BRUMLEY	MO	65017	52799515
GONNELLA GAIL	BRUM DEAN CRK EXT L	BRUMLEY	MO	65017	90829892
GONNELLA JIM	LK RD 42-10 BRUMLEY DEAN	BRUMLEY	MO	65017	77680416
GONNELLA MICHAEL	BRUM DEANE CRK EXT L	BRUMLEY	MO	65017	16293087
GONNELLA MICHAEL	BRUM DEAN CRK EXT L MOB	BRUMLEY	MO	65017	18229725
GORE JEANNE M	2007 HIGHWAY 42	BRUMLEY	MO	65017	77917799
GORTNEY HAROLD	CO RD 17-14 A2 MOB HOME	TUSCUMBIA	MO	65082	39491059
GRAHAM CLARENCE	BRUMLEY BEAR CRK FDR	ULMAN	MO	65083	18229687
GRAHAM CLARENCE	ROUTE 1	ULMAN	MO	65083	90871981
GRAHAM DANIEL W	ULMAN FEEDER	ULMAN	MO	65083	15349758
GRAHAM DANIEL W	HWY JJ BRUM B B C	ULMAN	MO	65083	89987393
GRAHAM DANNY	HWY JJ ULMAN PR ULMAN FDR	ULMAN	MO	65083	75634935
GRAHAM DENNIS A	PR ULMAN EXT HWY JJ	ULMAN	MO	65083	97549453
GRAHAM FRAZER MFG CO	JJ GRAHAM PROP	ULMAN	MO	65083	58354200
GRAHAM GARY DBA	HWY C ULMAN 19N 6J	ULMAN	MO	65083	98742676
GRAHAM LANCE	ULMAN FEEDER	ULMAN	MO	65083	71027303
GRAHAM PERRY	CO RD C-8	ULMAN	MO	65082	79438485
GRAHAM PERRY	BRUM ULMAN EXT K	ULMAN	MO	65083	67424034
GRAHAM RAYMOND	ULMAN FEEDER	ULMAN	MO	65083	15349756
GRAHAM REBA	400 ULMAN RIDGE RD	ULMAN	MO	65083	15328046
GRAHAM ROBERT	ULMAN EXT 1F 80504	TUSCUMBIA	MO	65082	57569016
GRAVES AMANDA F	HWY C	ULMAN	MO	65083	90889252
GRAVES WADE	1752 HIGHWAY 52	TUSCUMBIA	MO	65082	98158301
GREEN BILL	TCT11 MILLCREEK ACRES II	BRUMLEY	MO	65017	99466130
GRIDER ROBT B	BRUMLEY & CO RD 42-18	BRUMLEY	MO	65017	97658676
GRIMES WILFORD C AND	BRUMLEY HWY C SOUTH FDR	BRUMLEY	MO	65017	97082317
GRIMWOOD DAVID LEE	M4(52) MT CARMEL-TUSC L	TUSCUMBIA	MO	65082	68907095
GROLL TERRY	HWY C 1 MI FROM BRUMLEY	BRUMLEY	MO	65017	98064831
GROLL WALLACE	BRUM ULMAN EXT I 18P 7H	BRUMLEY	MO	65017	76954957
GRONIGER VINCE J	BR ULMAN FDR POLE 257.3	ULMAN	MO	65083	97677416
GUMM ELMER	501 COUNTRY SIDE RD	IBERIA	MO	65486	97618294
HADER HEATHER B	BRUMLEY	BRUMLEY	MO	65017	68216666
HAGER JAMES F	ULMAN EXT L	ULMAN	MO	65083	15348624
HALDERMAN ELMER	BRUM ULMAN EXT 3K	ULMAN	MO	65083	41335668
HALDERMAN ELMER	BRUM ULMAN EXT 3K 20N 8E	ULMAN	MO	65083	70220820
HALDERMAN FRITZ JR	ULMAN	ULMAN	MO	65083	49764411

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HALEY DAVID/BRENDA	ULMAN	ULMAN	MO	65083	15349743
HARRIS AMY	BRUMLEY ULMAN	BRUMLEY	MO	65017	68809007
HARRIS DONALD	HWY 52-1MILE PAST JCT 17	TUSCUMBIA	MO	65082	74646035
HARRIS MARK	COON CREEK 1A	TUSCUMBIA	MO	65082	47264618
HARRISON CHARLEY	ULMAN EXT 21 J	IBERIA	MO	65486	55014455
HARRISON JIM & RHONDA	EXT 11J KETH TWN	IBERIA	MO	65486	81547052
HARRISON MICHAEL	U HWY RD U-10	BRUMLEY	MO	65017	31595518
HARRISON WAYNE	105 CURRY RD	BRUMLEY	MO	65017	58725386
HAWKINS GARY	NS HWY 42 1/4MI E JUDD	BRUMLEY	MO	65017	58246731
HECKETHORN DEBORAH	HWY 42-OLD JEFF CORNR	BRUMLEY	MO	65017	39772740
HEIBERGER ROBERT	21 GOTT SPUR RD	BRUMLEY	MO	65017	55022715
HEISER CLAY	BRUM BEAR CREEK FEEDER	ULMAN	MO	65083	60908060
HELTON DARIN	CO RD C10-JJ4 MOB HOME	ULMAN	MO	65083	80869551
HELTON LARRY	L7 19 BRUM ULMAN EXT C	ULMAN	MO	65083	39484006
HELTON LARRY	L7 19 BRUM ULMAN EXT C	ULMAN	MO	65083	90725635
HELTON LARRY	L7 18 C10 JJ4	ULMAN	MO	65083	17532825
HELTON LARRY	CO RD C-10 PREW ULMN EXT	ULMAN	MO	65026	97082470
HELTON LLOYD/AHART JUDY	CO RD C-6 * F-2 MOB HOME	ULMAN	MO	65083	15348567
HELTON PAUL	CO RD C-10*JJ-4	ULMAN	MO	65083	47029484
HENDERSON RONNIE G	NEXT TO MARVIN PATTERSON	ULMAN	MO	65083	97097405
HENDRICKSON CLARA	L1 HIGHWAY-ULMAN 21J	IBERIA	MO	65486	80990897
HENDRICKSON CLARA	L1 HIGHWAY-ULMAN 21J	IBERIA	MO	65486	49974692
HENDRICKSON DANIEL	CNTY RD 1.5MI W KEETHTOW	BRUMLEY	MO	65017	90341496
HENSHAW DON	872 PEA RIDGE RD	BRUMLEY	MO	65017	74823746
HENSHAW DON	K7 15 PREWITT ULMAN 3P	BRUMLEY	MO	65017	97733864
HERRING DALE	SOUTH OF ULMAN 3RD HS ON	ULMAN	MO	65083	78257661
HESSLER DENISE	TRACT 10 MILLCREEK LAND	BRUMLEY	MO	65017	98950828
HIBLER DON L	ULMAN EXTN L	ULMAN	MO	65083	15348571
HILL BERT E	869 LOCUST	BRUMLEY	MO	65017	97672631
HIX ROBERT H	ULMAN EXTN 2A	ULMAN	MO	65083	97672877
HOFFMAN JAMES & DONNA	OFF DD TOWARD MT UNION	BRUMLEY	MO	65017	75912419
HONEY SPRINGS BAPTIST	ULMAN EXT J HWY 42	BRUMLEY	MO	65017	19553465
HONEY SPRINGS BAPTIST CH	ULMAN EXT J	BRUMLEY	MO	65017	57546348
HONEYCUTT DIRK &	ULMAN EXT J 20T 5H	BRUMLEY	MO	65017	80960842
HONEYCUTT DIRK R	ULMAN EXT J	BRUMLEY	MO	65017	80960880
HOPKINS OGLE D	BRUM DEANE CRK FDR	BRUMLEY	MO	65017	96578415
HOPKINS WILLIAM	SS HY 42 AT 42-16	BRUMLEY	MO	65017	15525262
HORTON CHARLES	770 ULMAN RIDGE RD	TUSCUMBIA	MO	65082	79429210
HORTON CHARLES A	BRUM ULMAN EXT 12-L	ULMAN	MO	65082	15329047
HORTON DALE	M5 10 BRUMLEY ULMAN L	ULMAN	MO	65083	97387900
HORTON DAVID	M5(31)MT CARM-TUSC EXT L	TUSCUMBIA	MO	65082	15327342
HORTON FRANK	TUSCUMBIA	ULMAN	MO	65083	15348564
HORTON FRANK	BRUM ULMAN EXT 14L	ULMAN	MO	65083	15348565
HORTON WESLEY	BRUM&ULMAN EXTN 3L	TUSCUMBIA	MO	65082	89986922
HORTON WESLEY	BRUM ULMAN EXT 3L	TUSCUMBIA	MO	65082	97092281
HORTON WESLEY	DOG CREEK TAP EXT E	TUSCUMBIA	MO	65082	17532686
HOWSER ED	PREWITT ULMAN FEEDER	BRUMLEY	MO	65017	60369906
HOWSER EDDIE	BRUMLEY BEAR CRK FDR	ULMAN	MO	65017	63989779
HOWSER EDDIE	ULMAN FEEDER 76678 16M	ULMAN	MO	65083	91288566

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
HOWSER EDWARD A	CO RD F-4	TUSCUMBIA	MO	65082	91122763
HOWSER EDWARD A	PROP WEST HWY F ON F4	TUSCUMBIA	MO	65082	15349733
HOWSER TIM W & RITA K	M9 53 BRUM KTHWN EXT 25J	BRUMLEY	MO	65017	15328960
HUDDLESTON DONALD	HWY C .5MI E 18Q6D	BRUMLEY	MO	65017	56830200
HUDDLESTON GREG	CO RD EAST OF HWY C	BRUMLEY	MO	65017	38270635
HUMPHREY BILLY J & JILL	BRUMLEY KEETHTOWN EXT144	BINTOWN	MO	65017	79209472
HUMPHREY BILLY J & JILL	BRUM KEETHTOWN EXT 14J	BRUMLEY	MO	65017	15349000
HUMPHREY BRIAN F	K8 69 BRUM DN CRK EXT61L	BRUMLEY	MO	65017	66222854
HUMPHREY DAVID/DANA	HWY 42 W OF CO RD 42-30	BRUMLEY	MO	65017	71002630
HUMPHREY JEWELL	ULMAN FEEDER EXT P	ULMAN	MO	65083	89987010
HUMPHREY KENDA I	C-36 * U-18	BRUMLEY	MO	65017	52700718
HUMPHREYS M E	ULMAN EXT 4K	ULMAN	MO	65083	49577992
HUMPHREYS M E	ULMAN EXT 4K	ULMAN	MO	65083	17532436
HUMPHREYS MARSHALL	106 KEYES SCHOOL RD	ULMAN	MO	65083	45889371
HUMPHREYS MARSHALL	109 RED BIRD LN BARN	ULMAN	MO	65083	97733485
HUMPHREYS MARSHALL	BRUMLEY ULMAN EXT 4K	ULMAN	MO	65083	80946107
HUMPHREYS MARSHALL E IV	BRUM ULMAN EXT 3K	ULMAN	MO	65083	77186401
HUMPHREYS MARSHALL E IV	CO RD C4	ULMAN	MO	65083	44904210
HUMPHREYS MICHAEL	N7(20) BRUM-ULMAN EXT 3K	ULMAN	MO	65083	45406344
HUSKY RHONDA L	969 HIGHWAY C	BRUMLEY	MO	65017	43641096
HUSTON TERRY	199 HWY C	ULMAN	MO	65083	55464163
HUTCHISON JOE A	RT V PAST CITY DUMP TURN	BRUMLEY	MO	65017	17532199
JACKSON CAROLYN J	BRUMLEY ULMAN EXT L	ULMAN	MO	65083	15348581
JEFFRIES JAMES & APRIL	45 HIDDEN BLUFF LN	BRUMLEY	MO	65017	51756864
JEFFRIES CARROLL	BRUMLEY	BRUMLEY	MO	65017	77625598
JEFFRIES DENNIS	K8(3) BRUM-BBC EXT B P6.	BRUMLEY	MO	65017	55055673
JEFFRIES DENNIS	654 BEAR CREEK RD	BRUMLEY	MO	65017	58624714
JEFFRIES DONALD	BRUM ULM FDR	BRUMLEY	MO	65017	89988212
JEFFRIES IVAN	BRUMLEY&BBC FEEDER	ULMAN	MO	65083	68002897
JEFFRIES IVAN	BRUM BBC EXT B 79143	ULMAN	MO	65083	67638550
JEFFRIES JAMES	BRUMLEY ULMAN EXT.H	BRUMLEY	MO	65017	73758367
JEFFRIES JAMES RONALD	BRUMLEY DEANE CRK EXT K	BRUMLEY	MO	65017	53115444
JEFFRIES JOANN	HCR 64 BOX 11	ULMAN	MO	65083	81200631
JEFFRIES LONNIE	N OF BRUMLEY 2 MI C HWY	BRUMLEY	MO	65017	97841260
JEFFRIES LOREN	59 HAWKINS CEMETARY RD	BRUMLEY	MO	65017	98375027
JEFFRIES MARY L	CNTY RD 1/4MI N JUDDVILL	BRUMLEY	MO	65017	68509937
JEFFRIES RAYMOND	BIG BEAR CR&BR FEED	BRUMLEY	MO	65017	97495933
JEFFRIES RAYMOND	LAKE RD 4218	BRUMLEY	MO	65017	16292211
JEFFRIES TERRY	BRUMLEY ULMAN FDR	BRUMLEY	MO	65017	98042717
JEFFRIES TROY	BRUM PREW FDR	BRUMLEY	MO	65017	68510995
JEFFRIES WESLEY/LINDA	CO RD C-8 ULMAN EXTA	ULMAN	MO	65083	44728040
JOHNSON DARREN G	ULMAN EXT L	TUSCUMBIA	MO	65082	48325305
JOHNSON DAVID	HWY 52 NS 1MI E HWY 17	TUSCUMBIA	MO	65082	69204947
JOHNSON ELVER L JR	CO RD 42-22A	ULMAN	MO	65083	39483924
JOHNSON ELVER SR	HWY 42 TO RD 22 TO RD 16	ULMAN	MO	65083	68355840
JOHNSON ELVER SR	CO RD 42-22A MOD HOME	ULMAN	MO	65083	75634130
JOHNSON JIM	LEE ASA RD	BRUMLEY	MO	65017	77659714
JOHNSON WADE O	NS HWY 52 1MI E HWY 17	TUSCUMBIA	MO	65082	15327784
JOHNSTON JAMES	BEAUTIFUL DWNTWN KTHWTN	IBERIA	MO	65486	74545620

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Customer Name	Service Address	City	State	Zip	Meter Number
JOINER DOROTHY	ULMAN	ULMAN	MO	65083	17532197
JONES ORIS	HIGHWAY 42	BRUMLEY	MO	65017	54870861
JONES TED	WHITE HOUSE BEHIND BRUM	BRUMLEY	MO	65017	71026756
JULIANO TAMMY	BRUMLEY KEETHTOWN 14J	BRUMLEY	MO	65017	58053886
K AND L CONSTRUCTION	473 HIGHWAY EE	BRUMLEY	MO	65017	63202128
KAISER DAVID	164 BRUSHY BRANCH CUTOFF	IBERIA	MO	65486	98359557
KAISER FRANCES M	PD OF CO RD 42-16	BRUMLEY	MO	65017	68406187
KAISER FRANCIS/KAREN	CO RD 42 16	BRUMLEY	MO	65017	63027673
KAISER HOWARD	236 MT UNION CHURCH RD	BRUMLEY	MO	65017	15328674
KAISER HOWARD	236 MT UNION CHURCH RD	BRUMLEY	MO	65017	15328699
KAISER JIMMY	CO RD C-36 * U-18	BRUMLEY	MO	65017	76904444
KAISER LOUIE	OPP LEE ASA QUARRY SS HW	BRUMLEY	MO	65017	57937291
KAISER LOUIE	BRUMLEY EXT I 76659	KAISER	MO	65047	66945440
KAISER LOUIE E	HWY 42 W OF BRUMLEY	KAISER	MO	65047	54872752
KAISER MELISSA	20 LEXINGTON DR	BRUMLEY	MO	65017	16107728
KAISER RON	PREW&BRUM	BRUMLEY	MO	65017	66104192
KAISER SHELLEY A	MAIN ST N OF HWY C	BRUMLEY	MO	65017	91319193
KEESE RAYMONDA	711 HIGHWAY C	ULMAN	MO	65083	97082371
KEETH JASON & MORGAN	493 HWY C	ULMAN	MO	65083	45889319
KEETH LYSHA	ULMAN	ULMAN	MO	65083	52436332
KEETH MICHAEL	BRUM-KTHTN EXT 21J P26.1	KEETHTOWN	MO	65017	39708812
KEETH ORVILLE	BRUM KTHTWN EXT 21J	IBERIA	MO	65486	81580134
KEETH ORVILLE G	ULMAN EXT J	IBERIA	MO	65486	74645056
KEETH ORVILLE G	ULMAN EXT J	IBERIA	MO	65486	80960841
KELLY KITRA	HWY C-2.1MI NORTH OF	BRUMLEY	MO	65083	98359540
KENSINGER SHAWNA J	BRUM BEAR CRK	KAISER	MO	65047	56321243
KESSLER BILL	JCT OF F & 17	TUSCUMBIA	MO	65082	81440198
KESSLER MARK	ULMAN EXT A	ULMAN	MO	65083	75208981
KESSLER WILLIAM MARK	ULMAN	ULMAN	MO	65083	81336044
KING DONNA & MARK	BRUM KEETH 27J	BRUMLEY	MO	65017	90481600
KING MURRAY L	HWY 42 16P 3C EST 78590	BRUMLEY	MO	65017	66239192
KING RONALD	B B C BRUM EXT R	BRUMLEY	MO	65017	60067545
KITCHEN JIM	57 BARTON SCHOOL RD	BRUMLEY	MO	65017	97000359
KLEISS PAUL	217 HOLLOW LOOP	ULMAN	MO	65083	81440178
KLOCKZIEN DANNY S	CO RD 42-22A	ULMAN	MO	65083	97619806
KURZEJUSKI RHONDA	LOT 13 HIDDEN BLUFF LN	BRUMLEY	MO	65017	18229683
KW RACING & MACHINE SHOP	JCT 17&52 SOACROSSBRIDGE	TUSCUMBIA	MO	65082	70766522
LADD WILLIAM T	BRUMLEY ULMAN EXT J	BRUMLEY	MO	65017	27290763
LAFFOON BRENDA	CATTAIL CRK EXTN-HWY 17	TUSCUMBIA	MO	65082	80603532
LAKE CARL A	M8(28)	ULMAN	MO	65083	69273283
LAMONTAGNE JOHN	LT 3 MILL CREEK SUBD	BRUMLEY	MO	65017	27333737
LANDRETH CHARLES	HWY C SO FDR P 36.3	BRUMLEY	MO	65017	71378930
LANE LARRY L	BBC&BRUMLEY EXTN K	BRUMLEY	MO	65017	58829873
LARSEN ERIC	BRUM DEANE CRK EXT 1Q	BRUMLEY	MO	65017	97733871
LARSON MELVIN	TRACT 9 MILLCREEK LAND	BRUMLEY	MO	65017	59577091
LASTOVICH MAUREEN S	BRUM ULMAN EXT 4K	ULMAN	MO	65083	47954031
LAWSON JAMES M	BRUMLEY ULMAN EXT 14J	BRUMLEY	MO	65017	79439324
LAWSON JASON M	MOUNT UNION CHURCH RD	BRUMLEY	MO	65017	15349004
LAWSON JAY M	BRUMLEY BEAR CR EXT B	KAISER	MO	65047	69433645

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Customer Name	Service Address	City	State	Zip	Meter Number
LAWSON JIM L	20 KINDERHOOK RD	IBERIA	MO	65486	74645017
LAWSON JOHN JR	ULMAN	ULMAN	MO	65083	32274446
LAWSON TRAVIS	CO RD 42-30	BRUMLEY	MO	65017	90342206
LEE GARY	141 HWY U	BRUMLEY	MO	65017	58354204
LEE GREG	55 PEARL ST	IBERIA	MO	65486	67292221
LEE GREG	BRUMLEY	BRUMLEY	MO	65017	99114579
LEE GREG G	55 PEARL ST	IBERIA	MO	65486	70655948
LENOX CHRISTOPHER	BBC BRUMLEY FDR	BRUMLEY	MO	65017	73544972
LEWIS DEBORAH	BRUMLEY BEAR CREEK FDR	BRUMLEY	MO	65017	67933238
LIVINGSTON EARL	HWY 42 & BR CRK	KAISER	MO	65047	65412404
LONE D RANCH	212 ULMAN RIDGE RD	TUSCUMBIA	MO	65082	63164570
LONG DELMAR	PREW&BRUM FEEDER	BRUMLEY	MO	65017	54351330
LONG DON	BRUM KEETHTOWN EXT 37J	IBERIA	MO	65486	15599560
LONG DON	BRUM KEETHTOWN EXT 37J	IBERIA	MO	65846	59289994
LONG FARRIS	6 FAITH COMMUNITY RD	IBERIA	MO	65486	91319252
LONG LEONARD	BRUM KEETHTOWN EXT 37J	IBERIA	MO	65486	71027329
LONG RUSTY	471 COUNTY SIDE RD	IBERIA	MO	65486	70764925
LONG TIM	GLAIZE HOLLER RD	BRUMLEY	MO	65017	42775733
LONG TIM	BRUM DEANE CR EXT 4R	BRUMLEY	MO	65017	97845033
LONG TIM	2338 HIGHWAY 42	BRUMLEY	MO	65017	63518339
LONG TIM	2338 HIGHWAY 42 MILKHSE	BRUMLEY	MO	65017	57939051
LOOMIS RICHARD	842 HIGHWAY C	BRUMLEY	MO	65017	79429125
LOUNSBURY MICHAEL	MILL CREEK SUBDVSN	BRUMLEY	MO	65017	98129816
LUPARDUS DAVE	ULMAN	ULMAN	MO	65083	77179593
LUPARDUS JAMES L	N HWY C/CATTAIL RD	ULMAN	MO	65083	16283078
LUTTRELL AMARILLO J	L5 COUNTRY SIDE MH PK	KAISER	MO	65047	68510985
LUTTRELL BILLY G	BR KTHTN 14J P 31 CNTY	BRUMLEY	MO	65017	15349007
LUTTRELL BOBBY DALE	BRUM KEETHTOWN EXT 12J	BRUMLEY	MO	65017	48115422
LUTTRELL CAROLYN	BBC&BRUM EXTN M	BRUMLEY	MO	65017	78043293
LUTTRELL CAROLYN	L9 31 BRUM HWY C SO	BRUMLEY	MO	65017	57900379
LUTTRELL DONNIE	ULMAN EXT J	BRUMLEY	MO	65017	45456624
LUTTRELL EDNA	EXT 14J BRUM KEETHTM	BRUMLEY	MO	65017	15329035
LUTTRELL EVA M	BRUMLEY KEETHTOWN EXT14J	BRUMLEY	MO	65017	90480976
LUTTRELL FRED	BRUMLEY DEANE CR FDR	BRUMLEY	MO	65017	73556397
LUTTRELL GARY	HWY C SOUTH FDR .7 SOUTH	BRUMLEY	MO	65017	63408838
LUTTRELL GLADYS	232 MOUNT UNION CHURCH	BRUMLEY	MO	65017	15328993
LUTTRELL JACKIE	BRUMLEY-KEETHTOWN 14J	BRUMLEY	MO	65017	77917874
LUTTRELL JEREMIAH P	WHITTLE TRL PK	BRUMLEY	MO	65017	90871371
LUTTRELL JIM	BRUMLEY KEETHTOWN	BRUMLEY	MO	65017	48668099
LUTTRELL JOHN H	BRUM HWY C SO EXT N	BRUMLEY	MO	65017	72056893
LUTTRELL JOHNNY A	ULMAN EXT J	BRUMLEY	MO	65017	55014297
LUTTRELL KENNETH	BBC&BRUM EXTN N	BRUMLEY	MO	65017	79576347
LUTTRELL KENNETH	BIGBEAR CRK BRUM EXT RT1	BRUMLEY	MO	65017	75657199
LUTTRELL LESTER	MORELAND EST	BRUMLEY	MO	65017	81497379
LUTTRELL LOIS M	L 4 COUNTRY SIDE MH PK	BRUMLEY	MO	65017	64804168
LUTTRELL LONNIE OSCAR	HWY 42 WEST OF BRUMLEY	BRUMLEY	MO	65017	55704032
LUTTRELL LUCY	HWY 42-3MI E BRUMLEY OM6	BRUMLEY	MO	65017	56842702
LUTTRELL LYNN	ULMAN EXT 19J	BRUMLEY	MO	65017	50343523
LUTTRELL MICHELLE	CO RD 42-28	BRUMLEY	MO	65017	68406217

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Customer Name	Service Address	City	State	Zip	Meter Number
LUTTRELL NICK	BENTOWN RIDGE RD EXT R	BRUMLEY	MO	65017	98827479
LUTTRELL OUID L	ULMAN EXT J	BRUMLEY	MO	65017	15329006
LUTTRELL RANDALL F	MH # 2 BBC & BRUM FDR	BRUMLEY	MO	65017	98335067
LUTTRELL RANDY	BROMLEY KEETHTOWN EXT	BRUMLEY	MO	65017	15328986
LUTTRELL RAYMOND	CO RD U-12*C-32	BRUMLEY	MO	65017	46629013
LUTTRELL RAYMOND	BRUM KEETH EXT 12J	BRUMLEY	MO	65017	48097410
LUTTRELL RICK	CO RD C-28	BRUMLEY	MO	65017	96578468
LUTTRELL RICKEY D	BRUMLEY PREW EXT 1D	BRUMLEY	MO	65017	43641682
LUTTRELL SUE	NS C-34 .4 W OF HWY C	BRUMLEY	MO	65017	97840937
LUTTRELL TED	L10 5 BRUM DEANE CRK EXT	BRUMLEY	MO	65017	98034088
LUTTRELL TIM	CO RD C-28	BRUMLEY	MO	65017	63989831
LUTTRELL TONY/JODIE	BRUMLEY KEETH J	BRUMLEY	MO	65017	97733928
LUTTRELL VERNON W	MO STATE HWY C 1.3MI SO	BRUMLEY	MO	65017	91319233
MAGEE KELLEY	MILL CREEK ACRES TRACK	BRUMLEY	MO	65017	26513370
MARTIN KENNETH	MT CARMEL/TUSCUMBIA	TUSCUMBIA	MO	65082	69905619
MARTIN KENNETH	79 ULMAN RIDGE RD	TUSCUMBIA	MO	65082	15328740
MARTIN WILMA	COUNTRY RD OFF HY 17	ULMAN	MO	65083	15348566
MARVIN JAMES D	BRUSHY FORK EXT	ULMAN	MO	65083	96852949
MASSIE RICK	657 HIGHWAY C	ULMAN	MO	65083	56841714
MATHERLY JERRY	M8 28 BRUM ULMAN EXT I	ULMAN	MO	65083	97964506
MAYUIERS FREDRICK	COON CREEK EXT	TUSCUMBIA	MO	65082	69204943
MCCALL KENNETH R	BRUMLEY BEAR CREEK P114	ULMAN	MO	65083	90872009
MCCOMB ANGEL	MH #2 TRAILER 2	BRUMLEY	MO	65017	73303693
MCCOMB CARL & SHERRY	ULMAN EXT J	BRUMLEY	MO	65017	15328694
MCCOMB CHARLES	BR KEETH 145	BRUMLEY	MO	65017	90468471
MCCOMB CHESTER W	CO RD C-28	BRUMLEY	MO	65017	97735063
MCCOMB DALE	886 PEA RIDGE RD	BRUMLEY	MO	65017	52772721
MCCOMB DON	HWY C AT C-4	ULMAN	MO	65083	16283079
MCCOMB DONNIE G & JULIE	164 HIGHWAY C	ULMAN	MO	65083	68752862
MCCOMB SHARON K	ES JJ6 1.3MN 42	BRUMLEY	MO	65017	65287804
MCCOMB TONIA	193 BRUSHY BRANCH CUTOFF	BRUMLEY	MO	65017	76904359
MCCUBBIN BETHEL	BRUMLEY	BRUMLEY	MO	65017	97844754
MCDANIEL DOROTHY JEAN	BRUMLEY	BRUMLEY	MO	65017	97844758
MCDANIEL GAYLORD	COUNTRYSIDE RD 18	ULMAN	MO	65083	74838115
MCDANIEL GAYLORD	BRUMLEY	BRUMLEY	MO	65017	77625597
MCDANIEL GAYLORD	CO RD 42-14 MOB HOME	BRUMLEY	MO	65017	70971590
MCDANIEL GAYLORD	COUNTRYSIDE RD 18 WELL	ULMAN	MO	65083	81624687
MCDANIEL GAYLORD	CO RD 42-14 CONC STAND	BRUMLEY	MO	65017	96578329
MCDANIEL GAYLORD DBA	OPP CROWDERS TR PK 82636	BRUMLEY	MO	65017	91196130
MCDANIEL GAYLORD DBA	SOUTH SIDE HWY 42	BRUMLEY	MO	65017	63027684
MCDANIEL LARRY D & LORI	HWY C NO	BRUMLEY	MO	65017	90468436
MCDONALD CHAS	MILL CREEK EXT J	BRUMLEY	MO	65017	64047202
MCDONALD ROY	K9 17 BRM DEAN CRK EXT L	BRUMLEY	MO	65017	52730812
MCDOWELL BRENDA S	69 JACKSON CEMETARY RD	ULMAN	MO	65083	80990891
MCDOWELL DAVID G	9 BRAMBLO RD	BRUMLEY	MO	65017	79390088
MCDOWELL DICK K	ULMAN	ULMAN	MO	65083	39384970
MCDOWELL JEFF	24 BENTOWN RD	BRUMLEY	MO	65017	55014296
MCDOWELL JUSTIN K	113 MOUNT UNION CHURCH	BRUMLEY	MO	65017	97621668
MCDOWELL LEONARD	HWY 42 3MI EAST OF BRUM	BRUMLEY	MO	65017	61422872

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Customer Name	Service Address	City	State	Zip	Meter Number
MCDOWELL MINNIE	PREW ULMAN EXT P	ULMAN	MO	65083	65186528
MCDOWELL MYRON	ULMAN EXT P	ULMAN	MO	65083	90871348
MCDOWELL RACHEL	GVL RD OFF C10/JJ4	ULMAN	MO	65083	15327388
MCDOWELL RENEE	42 HWY NS 1/4 MI E JUDDV	BRUMLEY	MO	65017	28707175
MCDOWELL RICHARD	RT 1	BRUMLEY	MO	65017	55014857
MCDOWELL RITA M	BRUMLEY ULMAN EXT 3L	TUSCUMBIA	MO	65082	97876720
MCDOWELL VINCENT	267 HWY U	BRUMLEY	MO	65017	74380609
MCDOWELL VINCENT & PEGGY	267 HWY U	BRUMLEY	MO	65017	49552278
MCDOWELL WILLARD	ULMAN FEEDER	ULMAN	MO	65083	97620735
MCGOWAN FRANK & JUDY	N9 (37) BRUM-KEETH TOWN	BRUMLEY	MO	65017	67567223
MCGOWIN BUSTER	M-6-26 PREW ULMAN FDR	ULMAN	MO	65083	52711145
MCGOWIN BUSTER	ONE MILE OF HWY C ON HWY	ULMAN	MO	65083	52969065
MCGOWIN JOSHUA	ULMAN POST OFC BLDG	ULMAN	MO	65083	97673262
MCGOWIN SHELDON	M-6-26 PREW ULMAN FDR	ULMAN	MO	65083	64938338
MCGRATH GARRIE	CO RD C-36D	BRUMLEY	MO	65019	30162011
MCKINNON CLIFF	BRUMLEY DEANE CREEK	BRUMLEY	MO	65017	58257327
MCKINNON KENNY	206 BENTOWN RIDGE RD	BRUMLEY	MO	65017	69341626
MCKINNON LISA	CO RD C36 & U18	BRUMLEY	MO	65017	28689066
MCVICKER DONALD	BRUMLEY ULMAN EXT J	BRUMLEY	MO	65017	97843710
MCVICKER DONALD L	M8(21) BRUM-ULMAN EXT J	BRUMLEY	MO	65017	55017716
MEEK KIM A	158 GUM CREEK RD	TUSCUMBIA	MO	65082	18231978
MEREDITH B WILLIAM	BRUMLEY DEANE CRK EXT 2R	BRUMLEY	MO	65017	79577583
MEREDITH GENE	ULMAN EXT 31J	IBERIA	MO	65045	16853464
MEREDITH MARK	HWY U	IBERIA	MO	65486	15328692
MEREDITH MARK	U HY DORLIS ABET NEIGH	IBERIA	MO	65486	15328978
MEREDITH PAUL	36 CHICORY RD	IBERIA	MO	65486	77204121
MEREDITH PHILLIP	BRUM KEETH TOWN EXT 12J	BRUMLEY	MO	65017	68906769
MESSER DAVID L	ULMAN	ULMAN	MO	65083	91312249
MEYER TOM	SE SITE HWY DD 1/2 SO OF	BRUMLEY	MO	65017	91319206
MILES HAROLD W	CO RD C-24	BRUMLEY	MO	65017	97564038
MILLER COUNTY COURT	ULMAN EXT L	TUSCUMBIA	MO	65082	60231394
MILLER COUNTY NURSING	HWY 17 TUSCUMBIA	TUSCUMBIA	MO	65082	30815338
MILLER W E	BRUMLEY EXT N G	BRUMLEY	MO	65017	77658985
MILLER W E	BRUMLEY ULMAN FDR	BRUMLEY	MO	65017	73706127
MITCHELL GROVER	ULMAN EXT J	BRUMLEY	MO	65017	97688616
MOLINA MANUEL	NS 42 E OF C	BRUMLEY	MO	65017	97620859
MOLINA MANUEL	NS 42 HY E OF HY C	BRUMLEY	MO	65017	91288552
MOLINA MANUEL DBA	NS HWY 43 S OF C HY	BRUMLEY	MO	65017	98742260
MONEYMAKER EVELYN	ULMAN EXT J	BRUMLEY	MO	65017	99490482
MONEYMAKER TONY D	BRUM KEETH EXT J	BRUMLEY	MO	65017	65002556
MONEYMAKER VIRGINIA	BRUMLEY	BRUMLEY	MO	65017	56615037
MONGOLD HAROLD	ULMAN EXT N L REA	TUSCUMBIA	MO	65082	39861876
MONGOLD HAROLD	HWY 52 EAST-1MI ON RIGHT	TUSCUMBIA	MO	65082	60235345
MOORE DONNA FAYE/SHAWN M	93 HAWKIN CEMETARY RD	ULMAN	MO	65083	52903534
MORELAND WILLETA	BRUM ULMAN EXT J	BRUMLEY	MO	65017	74426031
MOSS DALLAS	K9 47 BRUM HWY C EXT M	BRUMLEY	MO	65017	98012796
MOSS DEL	SS 42 BTWN U AND BRUMLEY	BRUMLEY	MO	65017	39342643
MT UNION CHURCH OF CHRST	BRUMLEY	BRUMLEY	MO	65017	15328696
MT ZION CHRISTIAN CHURCH	ULMAN EXT N L REA	TUSCUMBIA	MO	65082	16282574

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
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Customer Name	Service Address	City	State	Zip	Meter Number
MULLINS MARVIN	16 CHATEAU OAKS DR	BRUMLEY	MO	65017	90829952
MUSICK ALMON	BRUM ULMAN FDR	BRUMLEY	MO	65017	74645731
MUSICK GLADYS	CATTAIL CREEK EXTN	TUSCUMBIA	MO	65082	50507822
MUSICK HAROLD DEAN	HWY 42 PVT PROP SOUTH OF	BRUMLEY	MO	65017	60369845
MUSICK MITCHELL &	39 BLUE RIDGE RD	ULMAN	MO	65017	55014367
MYERS DUSTY	WS HWY C 0.4 S OF C-12	ULMAN	MO	65083	15534597
MYERS JAMES	ULMAN MO	ULMAN	MO	65083	68751941
MYERS JIMMY	HWY C SO ULMAN 77191	ULMAN	MO	65083	56616790
MYERS ROBERT	BLUFF RD 1/4 MI W LK RD	BRUMLEY	MO	65017	97081026
MYERS RONALD	ULMAN FEEDER	ULMAN	MO	65083	38794522
NAVE KAREN & JASON	CO RD 42-16	BRUMLEY	MO	65017	54919942
NEAL HAZEL	BRUMLEY	BRUMLEY	MO	65017	65706058
NEAL JEFF	180 KEYES SCHOOL RD	ULMAN	MO	65083	77186376
NEAL JEFF	ULMAN EXT 10	ULMAN	MO	65083	46635785
NEAL JEFF	CO RD C-4	ULMAN	MO	65083	16292792
NELSON BILL E	BLUFF RD OFF CO RD 42-10	BRUMLEY	MO	65017	90889217
NELSON MARJORIE	HIGWAY U RT 1	IBERIA	MO	65486	99490521
NELSON WILLIAM E	BRUMLEY	BRUMLEY	MO	65017	77659624
NEUMAN NATASHA R	ULMAN EXT 10 J	IBERIA	MO	65486	96577069
NEUMAN RODRICK	ULMAN EXT 7J	IBERIA	MO	65486	97387642
NEUMAN RODRICK	217 HIGHWAY U	IBERIA	MO	65045	15329019
NEWSOM JOHN	BRUMLEY DEANE CRK EXT L	BRUMLEY	MO	65017	67312116
NIXDORF DENNIS	ULMAN EXTN C	ULMAN	MO	65083	74619614
NIXDORF DENNIS	M7 20 BRUM-ULMAN EXT C	ULMAN	MO	65083	58336903
NIXDORF DENNIS/DEBBIE	M7 50 BRUM ULMAN EXT C	ULMAN	MO	65083	47945632
NIXDORF HERBERT	ULMAN	ULMAN	MO	65083	65005714
NIXDORF SUE	NEXT TO ULMAN BAPTIST CH	ULMAN	MO	65083	64803976
NOROIAN MIA L	TCT 6 CO RD 42-18 RES	BRUMLEY	MO	65017	96578316
NORTHTRIP BILL	HWY 42 1000 FT E JUDDVIL	BRUMLEY	MO	65017	56815779
NORTHTRIP BILL	HWY 42	BRUMLEY	MO	65017	65259320
NORTHTRIP CHAN	2320 HIGHWAY 42	BRUMLEY	MO	65017	67639374
ODELL WAYNE	149 BENTOWN RIDGE RD	BRUMLEY	MO	65017	60371006
OGLE STEVEN	213 MILL CREEK RD	BRUMLEY	MO	65017	16281072
OHARE ANGIE	1075 HWY C	BRUMLEY	MO	65017	18960603
OLIVER KERRY L	211 MILL CREEK RD	BRUMLEY	MO	65017	59639679
OTTO ANASTASIA M	ULMAN EXT J	BRUMLEY	MO	65017	79439372
OWENS JAMES A SR	HWY C 1 MI SO BRUM	BRUMLEY	MO	65017	79577465
OWENS LACY L	N10 14	IBERIA	MO	65486	55014899
OWENS LESLIE/DARREN	BRUM KEETH EXT J	BRUMLEY	MO	65017	55014451
PAHLMANN JEFF	U HIGHWAY OFF 42	IBERIA	MO	65486	56333100
PANKEY JAMES A	HWY C DWNTWN ULMAN	ULMAN	MO	65083	81336080
PARROTT GEORGE	21 HUNTERS WAY CIR	BRUMLEY	MO	65047	56337250
PATTERSON BABE	ULMAN	ULMAN	MO	65083	43217954
PATTERSON CATHY	569 PEA RIDGE RD	TUSCUMBIA	MO	65082	15348643
PATTERSON DENNIS	PVT DR OFF C-6/F-2	ULMAN	MO	65083	21817632
PATTERSON DENNIS	PVT DR OFF C-6/F-2	ULMAN	MO	65083	98065106
PATTERSON DENNIS DBA	BRUMLEY ULMAN 1L	ULMAN	MO	65083	15348621
PATTERSON DENNIS L	47 FANNIN DR	ULMAN	MO	65083	80173097
PATTERSON DEYA	COUNTY RD N HWY JJ	TUSCUMBIA	MO	65082	15348615

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
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Customer Name	Service Address	City	State	Zip	Meter Number
PATTERSON DON	HIGHWAY C N OF C8	ULMAN	MO	65083	54027788
PATTERSON JOHN	GRVL RD OFF JJ2A/C6 HSE	ULMAN	MO	65083	97724935
PATTERSON KENNETH	BRUMLEY ULMAN FDR EXT	ULMAN	MO	65083	17532772
PATTERSON KENNETH	BRUM ULMAN EXT 11L	ULMAN	MO	65083	56615521
PATTERSON LINDSEY	COR OF C8 AND HWY C N	ULMAN	MO	65083	68809069
PATTERSON LINDSEY	ULMAN FEEDER	ULMAN	MO	65083	66921529
PATTERSON MARVIN	ULMAN EXT 1K 20L 6G	ULMAN	MO	65083	97670450
PATTERSON MARVIN	ULMAN EXT K	ULMAN	MO	65083	75912551
PATTERSON MARVIN	ULMAN EXT K 20L 6G	ULMAN	MO	65083	77524599
PATTERSON MAURICE	ULMAN EXT 2L	ULMAN	MO	65083	17532819
PATTERSON MIKE	34 MORNING GLORY LOOP	ULMAN	MO	65083	56829743
PATTERSON PAUL R	C-ROAD - 1ST ROAD TO	ULMAN	MO	65083	42780412
PATTERSON PAUL R	BRUM ULMAN EXT 8K TRKY	ULMAN	MO	65083	35444388
PATTERSON RONNIE	DOWN HWY JJ 1.5 MI - 2A	ULMAN	MO	65083	77524090
PATTERSON RONNIE	ULMAN CO RD JJ-2A	ULMAN	MO	65083	15349747
PATTERSON SCOTT	NORTHOFULMAN 2MILES CRT	ULMAN	MO	65083	98474858
PATTERSON STEVE	ULMAN	ULMAN	MO	65083	15348605
PATTERSON STEVE	ULMAN EXTN 1K 82360	ULMAN	MO	65083	97842012
PATTERSON STEVE	107 SAND ROCK RD	ULMAN	MO	65083	15328720
PATTERSON T F	ULMAN	ULMAN	MO	65083	81625754
PATTERSON T F	ULMAN	ULMAN	MO	65083	50131651
PATTERSON T F	ULMAN	ULMAN	MO	65083	48384891
PATTERSON T F	ULMAN MO	ULMAN	MO	65083	17443799
PATTERSON TENNYSON	ULMAN	ULMAN	MO	65083	73705810
PAYTON ORVILLE II	BEAR CREEK RD	BRUMLEY	MO	65017	67239604
PEARCE ALFRED	30 FAITH COMMUNITY RD	IBERIA	MO	65486	75693842
PELUSO JOHN	BRUMLEY DEANE CR EXT 2J	BRUMLEY	MO	65017	98336790
PEMBERTON HOWARD	BRUM DEANE 3R	BRUMLEY	MO	65017	17532413
PEMBERTON HOWARD	BRDC 6R REAR OF ROY PEMB	BRUMLEY	MO	65017	57830525
PEMBERTON HOWARD W	40 PEMBERTON LN	BRUMLEY	MO	65017	45456579
PEMBERTON JIM	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	77984417
PEMBERTON OSCAR D	HWY C	BRUMLEY	MO	65017	39791003
PEMBERTON ROY	BBC / BRUM EXT R	BRUMLEY	MO	65017	99490324
PEMBERTON ROY	B B C BRUM EXT R	BRUMLEY	MO	65017	98064906
PENDLETON DENNY	TUSCUMBIA	TUSCUMBIA	MO	65082	97542038
PENDLETON KARLA	127 HIGHWAY F	TUSCUMBIA	MO	65082	68906300
PENDLETON MICHAEL	ULMAN EXT L	TUSCUMBIA	MO	65082	48390845
PENDLETON STEVE	BRUMLEY	BRUMLEY	MO	65017	75638047
PENDLETON STEVE	NORTH ON HWY C PRI DR	BRUMLEY	MO	65017	71027309
PHILLIPS A M	ULMAN EXT B	ULMAN	MO	65083	50564826
PHILLIPS BETSY/LOUIE P	BR HWY C SO EXT M	BRUMLEY	MO	65017	97716422
PHILLIPS BOB	K8 54 BRUM PREW EXT F	BRUMLEY	MO	65017	65715931
PHILLIPS C MAY	PR&BRUM FEEDER	BRUMLEY	MO	65017	68406381
PHILLIPS CHARLES H	ROUTE 1	IBERIA	MO	65486	79605678
PHILLIPS CLARENCE C	LK RD 42-10 BRUMLEY DEAN	BRUMLEY	MO	65017	97964548
PHILLIPS CLARK & LINDA	HAWKEN CEMETERY ROAD	BRUMLEY	MO	65017	91122945
PHILLIPS CLAY	HWY C JUST NORTH OF	BRUMLEY	MO	65017	56755085
PHILLIPS DENNIS	BRUMLEY ULMAN EXT V	BRUMLEY	MO	65017	98034187
PHILLIPS DONNA	BRUMLEY KEETH 6J	BRUMLEY	MO	65017	58247834

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Customer Name	Service Address	City	State	Zip	Meter Number
PHILLIPS DONNA AND/OR	LOT 223 MILL CREEK SUBD	BRUMLEY	MO	65017	43353113
PHILLIPS GLENNIS	BRUMLEY	BRUMLEY	MO	65017	97520219
PHILLIPS JAMES L	BBC&BRUMLEY EXTN J	BRUMLEY	MO	65017	97503143
PHILLIPS KAY	U HWY OFF 42 21U-4G	IBERIA	MO	65486	55874599
PHILLIPS L E	C ROAD C-30 BRUMLEY	BRUMLEY	MO	65017	58256970
PHILLIPS LOUIE E	C ROAD C-30	BRUMLEY	MO	65017	97964571
PHILLIPS MARK	HWY C BR DEANE CRK FDR	BRUMLEY	MO	65017	74618292
PHILLIPS PLAISE	BRUMLEY DEANE CR P.185	BRUMLEY	MO	65017	75210360
PHILLIPS PLAISE	GLAIZE HOLLER RD	BRUMLEY	MO	65017	69814710
PHILLIPS SID	BBC&BRUM FEEDER	BRUMLEY	MO	65017	90468154
PIGGOTT DANIEL	ULMAN EXT J	BRUMLEY	MO	65017	15328977
PITTENGER BILL	BRUM DEANE CREEK FDR	BRUMLEY	MO	65017	73556434
PITTENGER WILLIAM	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	97388940
PITTENGER WILLIAM	K10 8 AO ROBINETT PROP	BRUMLEY	MO	65017	98359580
PLATTNER STEVE	BR KEETH J	BRUMLEY	MO	65017	97734395
PLATTNER STEVE	BRUM KEETH EXT J	BRUMLEY	MO	65017	68505415
PLEMMONS CECIL	BRUMLEY ULMAN EXT J	BRUMLEY	MO	65017	15348570
PLEMMONS DANNY	L10 17 C36 *U18	BRUMLEY	MO	65017	97082260
PLEMMONS ERIC	ON BENTOWN RIDGE RD	BRUMLEY	MO	65017	98950394
PLEMMONS ERIC	BRUM DEANE CRK 3K	BRUMLEY	MO	65017	68405683
PLEMMONS ERNEST	PROP EAST HWY C	BRUMLEY	MO	65017	56830136
PLEMMONS FARRIS	GR RD E OF HWY C	BRUMLEY	MO	65017	77917846
PLEMMONS GEORGE O	BRUSHY FORK EXTN	ULMAN	MO	65083	98334712
PLEMMONS LINDA	1083 HWY C	BRUMLEY	MO	65017	90564607
PLEMMONS MARINDA	CO RD 42-22 C-16	ULMAN	MO	65017	98158312
PLEMMONS MICHAEL	LT 6 ASA RIDGE	BRUMLEY	MO	65017	90394883
PLEMMONS RUBY MARY	CO RD U-10	IBERIA	MO	65486	57017857
PLEMMONS RUSSELL	IBERIA	IBERIA	MO	65486	97844992
PLEMMONS SHELIA	CO RD C-8	ULMAN	MO	65083	44905068
PLEMMONS STEVE	WASHINGTON DR	BRUMLEY	MO	65017	18229710
PLEMMONS STEVE	41 WASHINGTON RD	BRUMLEY	MO	65017	18229726
PLEMMONS STEVE O	41 BENTOWN RIDGE RD	BRUMLEY	MO	65017	98837535
PLUMB DEWAYNE	BRUMLEY KEETHTOWN EXT 6J	BRUMLEY	MO	65017	65186495
PLUMB DEWAYNE	L9-25 BRUM-KEETHTOWN EXT	BRUMLEY	MO	65017	90564595
PORTER RUTH	SS HWY 42 AT HY C NOR	BRUMLEY	MO	65017	73556436
POWELL JESSE	ULMAN	ULMAN	MO	65083	42905555
PRATT MELVIN/VICKY	COUNTY RD 11/4 MI W BRUM	BRUMLEY	MO	65017	66106055
PRINCE JUDY	HWY C	BRUMLEY	MO	65017	89986919
PRINCE JUDY	BRUMLEY	BRUMLEY	MO	65017	73556426
PRITCHETT JOSHUA	32 PEMBERTON PL RD	IBERIA	MO	65486	52922971
PRITCHETT KATHY	BRUM ULMAN EXT A	ULMAN	MO	65083	98335077
PRITCHETT KATHY	BRUM ULMAN EXT A	ULMAN	MO	65083	75438829
PRYOR DAVID	HWY C SOUTH OF HWY 42	BRUMLEY	MO	65017	97494637
PURDY BRIAN K	4 SAMPLES RD	BRUMLEY	MO	65017	47957034
QOVINGTON NORMA & ALAN	38 LEXINGTON DR	BRUMLEY	MO	65017	68505370
QUALITY ELECTRIC	LT-10 SWINGING BRIDGES	BRUMLEY	MO	65017	47029200
RAY CURT	93 CURRY RD	IBERIA	MO	65017	73556386
RAYSOR OWEN W	ULMAN EXT J 74269	IBERIA	MO	65486	44902737
REED LLOYD	OLD 71 SCHOOL HWY C	ULMAN	MO	65083	73555136

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Customer Name	Service Address	City	State	Zip	Meter Number
REED LLOYD	BRUMLEY ULMAN EXT I	ULMAN	MO	65083	77659639
REED RAYMOND	BRUM ULMAN EXT.I L8(4)	ULMAN	MO	65083	75438906
REEHTEN EUGENE	TRACT 21 MILL CREEK SUBD	BRUMLEY	MO	65017	77523145
REICHARDT CHARMIN	COON CRK EXTN	TUSCUMBIA	MO	65082	80603566
RENNER KEN P	129 BARREN BRANCH RD	IBERIA	MO	65486	97733912
RICHARDSON DEBORAH	48 HIDDEN BLUFF LN	BRUMLEY	MO	65017	97747755
RICHARDSON JACKIE O	BRUMLEY BEAR CRK FDR	KAISER	MO	65047	77625059
RICHARDSON JAMES	BRUM DEANS CK EXT 12J	BRUMLEY	MO	65017	74380608
RICHARDSON LEE J	BRUMLEY BEAR CREEK FAR	KAISER	MO	65047	79606110
RIFFLE GREG & RENEE	ULMAN EXTN 7L	TUSCUMBIA	MO	65082	98711558
RILEY MAPLE A	L 7 COUNTRY SIDE MH PK	KAISER	MO	65047	59320590
RILEY MAPLE A	HWY 42	BRUMLEY	MO	65017	53129469
RIVERA CARLOS	BRUMLEY DEANE 6R	BRUMLEY	MO	65017	75013404
ROBERTSON MARJORIE	HWY 42-3MI E BRUMLEY	BRUMLEY	MO	65017	69123363
ROBINETT CHAD A	BBC BRUM EXTN R	BRUMLEY	MO	65017	77625545
ROBINETT CHARLES	14 TRUMAN LN	BRUMLEY	MO	65017	18960606
ROBINETT CHARLES	BBC& BRUM EXTN ZK	BRUMLEY	MO	65017	65706076
ROBINETT CHARLES D	J8 28 BRUM DEANE CRK 7K	BRUMLEY	MO	65017	58650360
ROBINETT CHARLES D &	1083 S HWY C REAR	BRUMLEY	MO	65017	71252961
ROBINETT CHESTER	BBC BRUM EXT N	BRUMLEY	MO	65017	96576642
ROBINETT CHUCK	HWY 42 E OF HAWKEN CEM	BRUMLEY	MO	65017	99638287
ROBINETT D M	PREWITT ULMAN FEEDER	ULMAN	MO	65083	65506684
ROBINETT DAVID W	ULMAN 14 J	BRUMLEY	MO	65017	15349033
ROBINETT DEAN	C32 U12 COUNTY RD	BRUMLEY	MO	65017	55014891
ROBINETT ERIN	ULMAN EXT J 76077 20U	BRUMLEY	MO	65017	55014842
ROBINETT GARY	BBC BRUM EXT 3-K	BRUMLEY	MO	65017	68406376
ROBINETT GORDON S	EXT K BRUMLEY BEAR	BRUMLEY	MO	65017	54070727
ROBINETT HAZEL	BRUM DEANE CREEK EXT R	BRUMLEY	MO	65017	99490522
ROBINETT HOLLY	BRUMLEY 17 R 6C	BRUMLEY	MO	65017	75065553
ROBINETT JOEY	BR DEANE 2K	BRUMLEY	MO	65017	99464187
ROBINETT JOHN W	BBC&BRUMLEY EXT F	BRUMLEY	MO	65017	59330125
ROBINETT LESTER	BIG BEAR CRK BRUMLEY	BRUMLEY	MO	65017	61348613
ROBINETT LESTER DALE	50 WARREN SCHOOL RD	BRUMLEY	MO	65017	97841289
ROBINETT LINN H	HWY C 1 MI NO OF 42	BRUMLEY	MO	65017	75454210
ROBINETT MICHAEL L	SOUTH HWY C EXT N	BRUMLEY	MO	65017	66944186
ROBINETT QUINCY	BRUM KEETH EXT 27J	IBERIA	MO	65486	97658592
ROBINETT RONNIE	BRUMLEY 15Q 5C	BRUMLEY	MO	65017	69123609
ROBINETT RUSSELL	BIG BEAR CREEK	BRUMLEY	MO	65017	97536612
ROBINETT SHANNON	J8(27) BRUM DEANE CRK	BRUMLEY	MO	65017	31348938
ROBINETT TERRY	BRUMLEY 15Q 5C	BRUMLEY	MO	65017	35915530
ROBINETT TRACY D	12 TRUMAN LN	BRUMLEY	MO	65017	64489048
ROBINETTE BRIAN	BRUM ULMAN EXT R 19N 3A	ULMAN	MO	65083	62537063
ROBINETTE DON	ULMAN FEEDER 18N 7F	ULMAN	MO	65083	61486174
ROBINSON JOCELYN	B B C&BRUM J	BRUMLEY	MO	65017	97620752
RODDEN CHESTER JUNIOR	HWY C SO 1ST GR RD RT	BRUMLEY	MO	65017	97521186
RODDEN CHURCH OF CHRIST	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	80003951
RODDEN DANNY	HWY C SOUTH 4 1/2 MI	BRUMLEY	MO	65017	73556413
RODDEN DAVID	BR UL 15 J	BRUMLEY	MO	65017	15348973
RODDEN DEBORAH E	43 BRUSHY BRANCH CUT OFF	BRUMLEY	MO	65017	58479906

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Customer Name	Service Address	City	State	Zip	Meter Number
RODDEN EDDIE	BIG BEAR CRK BRUMLEY	BRUMLEY	MO	65017	98052619
RODDEN ERIC	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	75065533
RODDEN FRANKLIN	BRUM BBC 4R 20V 3A	BRUMLEY	MO	65017	75065576
RODDEN GARY	SS HY 42 W OF 42-25	BRUMLEY	MO	65017	67606391
RODDEN GILBERT	BRUMLEY	BRUMLEY	MO	65017	71393448
RODDEN HENRY & KATHY	351 BENTOWN RIDGE RD	BRUMLEY	MO	65017	77680379
RODDEN HOWARD	BRUMLEY	BRUMLEY	MO	65017	70661137
RODDEN HOWARD	BRUM DEANE CR FDR 18U 1D	BRUMLEY	MO	65017	17532516
RODDEN HOWARD	ONE POLE S.C-34	BRUMLEY	MO	65017	17532215
RODDEN JACKIE	BR KEETH TWN EXT 16J P2	BRUMLEY	MO	65017	15348974
RODDEN KATHY	351 BENTOWN RIDGE RD	BRUMLEY	MO	65017	65287393
RODDEN MARK	BRUM&BBC FEEDER	BRUMLEY	MO	65017	55962034
RODDEN MELNORE	BRUMLEY	BRUMLEY	MO	65017	79607229
RODDEN MELNORE	CO RD C26/U8	BRUMLEY	MO	65017	58354073
RODDEN NORA	BRUMLEY ULMAN EXT M	BRUMLEY	MO	65017	97565065
RODDEN RICHARD	351 BEN TOWN RIDGE RD	BRUMLEY	MO	65017	56838003
RODDEN ROBERT PAUL	NS C-24 O.2 W HWY C	BRUMLEY	MO	65017	97819442
RODDEN ROGER	L10 7 BRUM DEANE CRK FDR	BRUMLEY	MO	65017	71009998
RODDEN WILLIAM	BRUM & BCC EXT R	BRUMLEY	MO	65017	16853507
RODDEN ZELLA L	L10 10 BRUM-DEANE CRK FD	BRUMLEY	MO	65017	98360147
ROSEN KENNETH	BRUMLEY	BRUMLEY	MO	65017	77659711
ROUTH DONALD	BRUMLEY DEANE EXT L	BRUMLEY	MO	65017	77917821
ROWCLIFF A CORRILLA	RD C22 OFF HWY 42	BRUMLEY	MO	65017	65287384
ROWCLIFF CORRILLA &	CO RD C-36A	BRUMLEY	MO	65017	71212645
ROWDEN JOHNNIE	1487 HWY 42	IBERIA	MO	65486	65324456
ROWDEN KERRY	ULMAN EXT 3K	ULMAN	MO	65083	80946460
ROWDEN MADONNA	160 BRUSHY BRANCH CUTOFF	IBERIA	MO	65486	99490466
ROWDEN MADONNA	160 BRUSHY BRANCH CUTOFF	IBERIA	MO	65486	76904404
ROWDEN MICHAEL	162 BRUSHY BRANCH CUTOFF	IBERIA	MO	65486	91196155
ROWDEN PATRICK C	BRUM KEETH EXT 7J	BRUMLEY	MO	65017	90628506
ROWDEN WAYNE	HWY C BR DEANE CRK FDR	BRUMLEY	MO	65017	16853509
ROWDEN WILLARD	66 BARREN BRANCH RD	IBERIA	MO	65486	79429155
RUSH DENNIS	HWY JJ	ULMAN	MO	65083	97677387
RUSH DENNIS	ULMAN	ULMAN	MO	65083	73544975
RUSH DENNIS	END OF JJ	ULMAN	MO	65083	74823849
RUSH GERALD	ULMAN EXTN 10L	ULMAN	MO	65083	18232001
RUSH GERALD	ULMAN EXT 10L	ULMAN	MO	65083	15348641
RUSH GERALD	ULMAN EXT 10L	ULMAN	MO	65083	15348560
RUSH GERALD	BRUMLEY ULMAN EXT 10L	ULMAN	MO	65083	69477648
RUSH GERALD	PREWITT ULMAN DOG CREEK	TUSCUMBIA	MO	65082	15348632
RUSSELL PATTY	BRUMLEY ULMAN 24 J	BRUMLEY	MO	65017	52799209
SAMBRANO ALICIA N	HWY C-2M S OF BRUMLEY	BRUMLEY	MO	65017	97647224
SANDERS EARL WILBUR	L10(4)BRUM-HWY C SO FDR	BRUMLEY	MO	65017	77625378
SANDERS PATRICIAL	BRUMLEY DEAN K POLE 23.3	BRUMLEY	MO	65017	65716395
SANDERS STEPHEN	PVT DR OFF N HWY C	ULMAN	MO	65083	73706453
SANNING T J	BRUMLEY KEETH TOWN EXT J	IBERIA	MO	65486	98064874
SATTERLEE WILLIAM	M9 41 ULMAN EXT J	BRUMLEY	MO	65017	15328988
SCHIEFERLE MARSHALL	HWY 42 AT 42-10*JJ-8	KAISER	MO	65047	67424018
SCHIEFERLE MARSHALL	CO RD 42*10 GARAGES	BRUMLEY	MO	65017	44723966

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Customer Name	Service Address	City	State	Zip	Meter Number
SCHLESINGER CARL	ULMAN EXTN L REA	TUSCUMBIA	MO	65082	54413163
SCHLESINGER FRANK	CATTAILCREEKEXTN A	TUSCUMBIA	MO	65082	48384323
SCHLESINGER FRANK	CAT TAIL CREEK EXTN A	TUSCUMBIA	MO	65082	80990826
SCHLESINGER FRANK	CAT TAIL CREEK EXTN A	TUSCUMBIA	MO	65082	41144369
SCHMOE NOVETA	J-8-4(BRUMLEY-PREWITT FD	BRUMLEY	MO	65017	56474957
SCHMOE NOVETA M	LEXAS M H PK #9	BRUMLEY	MO	65017	52921332
SCHOLZ DAVID	55 HIDDEN BLUFF LN	BRUMLEY	MO	65017	52927927
SCHONERT PAUL	BRUMLEY KEETHTOWN EXT14J	BRUMLEY	MO	65017	15329039
SCHRAER JOAN	ULMAN EXT A 19N6H	ULMAN	MO	65083	47945543
SCHRAFT JOHN	BRUMLEY ULMAN EXT J	BRUMLEY	MO	65017	55014855
SCHROETER TOM/TONI	24 CATTAIL CREEK RD	ULMAN	MO	65083	73183810
SCHUBERT CHARLOTTE A	LOT 10	KAISER	MO	65047	75067166
SCHWENN DAVID M	BR ULMAN FDR P11	BRUMLEY	MO	65017	91196502
SCOTT EDWARD	BRUMLEY	BRUMLEY	MO	65017	97618224
SCOTT GAIL	RT 1	IBERIA	MO	65486	62761595
SCOTT LAURA VEETA &	BRUM ULMAN FDR	BRUMLEY	MO	65017	15599627
SEARS LARRY	CATTAIL CREEK EXT	TUSCUMBIA	MO	65082	47029155
SECHREST PEGGY	BRUMLEY ULMAN EXT I 18P	BRUMLEY	MO	65017	63287520
SEITZ REBECCA G	BRUM ULMAN EXT I	ULMAN	MO	65083	63682762
SETSER J A	ULMAN EXTN L REA	TUSCUMBIA	MO	65082	16277961
SHACKLEFORD DENNIS	QUARTER MILE OFF DD	IBERIA	MO	65486	55014846
SHALBOT JAMES	255 HWY U	IBERIA	MO	65486	80990885
SHELDON PAUL	1630 HWY 42	BRUMLEY	MO	65017	55772535
SHELTON GLEN	BLOCK 4 BRUMLEY MO	BRUMLEY	MO	65017	73706386
SHELTON KENNETH	ULMAN EXT J	BRUMLEY	MO	65017	97388969
SHELTON PAUL	JCT 42 & DD 20R 6F	BRUMLEY	MO	65017	78256238
SHELTON RAY	HIGHWAY 42 TO RD 20	BRUMLEY	MO	65017	73707534
SHELTON SPURGEON	153 BARREN BRANCH RD	IBERIA	MO	65486	56755110
SHELTON SPURGEON	153 BARREN BRANCH RD	IBERIA	MO	65486	98359561
SHEPHERD BRIAN D	115 STATE PARK RD	BRUMLEY	MO	65017	41081988
SHIPLEY CARL	ULMAN EXT J	IBERIA	MO	65486	46364561
SHIPLEY SHARON A	32 MILL CREEK RD	BRUMLEY	MO	65017	69477237
SHIPP DONALD	ULMAN	ULMAN	MO	65083	98034820
SHULL TERESA M	HAWKEN CEMETERY RD	ULMAN	MO	65083	77916126
SIEGEL LANCE	HWY C SOUTH RDR	BRUMLEY	MO	65017	34876722
SINGLETON J D	LT 9 COUNTRYSIDE MHP	BRUMLEY	MO	65017	56846774
SIPP WILLIAM	ULMAN EXT 77373 17M 3H	ULMAN	MO	65083	17532845
SITTNER MARY	663 BEAR CREEK RD	BRUMLEY	MO	65017	64803550
SMITH BILLY G	BRUM&BBC EXTN R	BRUMLEY	MO	65017	65002582
SMITH BRANDI R	MT CARM TUSC EXT 1L	TUSCUMBIA	MO	65082	15327333
SMITH RAY DEAN	BRUM&ULMAN EXTN L	TUSCUMBIA	MO	65082	58576993
SMITH READIE	HWY C 1 MI	ULMAN	MO	65083	15328006
SMITH SHAWN D	LT 14 COUNTRY SIDE	BRUMLEY	MO	65017	39392477
SMITH THEODORE J	RED OAK DR OFF 42	BRUMLEY	MO	65017	39168691
SMOOT ELENORA	ULMAN EXT J	BRUMLEY	MO	65017	91288029
SMOOT FRANKLIN T	OFF RD 42-25	BRUMLEY	MO	65017	77625610
SMOOT JOSEPH	HWY 42 EAST OF BRUMLEY	BRUMLEY	MO	65017	65186453
SNELLING FLOYD	BRUMLEY DEANE CREEK FDR	BRUMLEY	MO	65017	28689059
SNODGRASS I	ULMAN EXTN	TUSCUMBIA	MO	65082	16277993

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
SNYDER JASON R	K-6-2	ULMAN	MO	65083	79389974
SNYDER JOSEPH	BRUSHY FORK EXT	ULMAN	MO	65083	16853476
SNYDER JOSEPH	BRUSHY FORK CO RD 42-22A	ULMAN	MO	65083	97734071
SNYDER NATALIE	SS BEAR CREEK RD	ULMAN	MO	65083	97844313
SONS CINDY/PAUL	BRUMLEY	BRUMLEY	MO	65017	97642053
SONS CLIFF	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	98052165
SOUTHWESTER BELL TEL	CO RD 42-12 J4622728	BRUMLEY	MO	65017	49231848
SOUTHWESTERN BELL	ROUTE 1	ULMAN	MO	65083	97876289
SOUTHWESTERN BELL	RODDEN CHURCH RD SOUTH	BRUMLEY	MO	65017	70765518
SOUTHWESTERN BELL TEL CO	M4 31 MT CARM TUSC FDR	TUSCUMBIA	MO	65082	74732808
SOUTHWESTERN BELL TEL CO	M5 32 MT CARM TUSC FDR	TUSCUMBIA	MO	65082	16278025
SOUTHWESTERN BELL TEL CO	L9 11 BRUM ULM FDR	BRUMLEY	MO	65017	90469263
SPARROW ROBERT	CO RD C-14	ULMAN	MO	65083	90342898
SPARROW ROBERT	CO RD C-14	ULMAN	MO	65083	56734364
SPARROW ROBERT J	ULMAN MO	ULMAN	MO	65083	75209052
SPARROW ROBERT J	ULMAN	ULMAN	MO	65083	73544944
SPARROW ROBERT J	RTC TURKEY HATCHERY	ULMAN	MO	65083	79390115
SPARROW ROBERT J	ULMAN	ULMAN	MO	65083	57407668
SPARROW ROBERT J	ULMAN	ULMAN	MO	65083	97080822
SPRIGGS DOUG	PVT DR OFF HWY C	ULMAN	MO	65083	16293084
STAMM RUSSELL D D/B/A	K9 48 BRUMLEY DEANE CRK	BRUMLEY	MO	65017	69477679
STANLEY JANE	BRUMLEY	BRUMLEY	MO	65017	63218513
STANTON GEORGE	J-10-4 BRUM-DEANE CRK	BRUMLEY	MO	65017	75464814
STARK BEVERLY J	ULMAN	ULMAN	MO	65083	66229244
STARK CLETUS	11 BRAMBLE RD	BRUMLEY	MO	65017	76954623
STEEN HAROLD	42 ULMAN RIDGE RD	TUSCUMBIA	MO	65082	97542886
STEFKO LAJOS	BRUMLEY	ULMAN	MO	65083	97389384
STEGEMAN LOUIS R	1666 HWY 42 EAST	BRUMLEY	MO	65017	99119573
STEWART RUBY	ULMAN EXT K MOB HOME	TUSCUMBIA	MO	65082	16278844
STILLWELL CHAD	CO RD 42-22A MOB HOME	ULMAN	MO	65083	15718527
STILLWELL TROY	HWY C 2MI N OF HWY 42	ULMAN	MO	65083	79439025
STITES ROBERT D JR	BBC & BRUM J	BRUMLEY	MO	65017	80223068
STIVERS LOIS A	HWY C AT C-18	ULMAN	MO	65083	90564541
STONE A C	ULMAN MO	ULMAN	MO	65083	80961872
STONE MARY K	LOT 6 THORNEY AC	KAISER	MO	65047	68510963
STONE RUDY	GOTT SCHOOL RD	BRUMLEY	MO	65017	90889258
STORIE BRENDA	1113 HIGHWAY C	BRUMLEY	MO	65017	52714839
SVETLICH DENNIS	ULMAN	ULMAN	MO	65083	56261943
SVETLICH DENNIS	BRUMLEY BEAR CREEK	ULMAN	MO	65083	62627162
SVETLICH GEORGIA	BRUMLEY BEAR CREEK EXT	BRUMLEY	MO	65017	16853468
SWB TELEPHONE CO/CF5519	NS HY 42 5.5M FRM 54	BRUMLEY	MO	65017	56337689
SWOFFORD CYRUS	BRUM KEETHTOWN EXT 14J	BRUMLEY	MO	65017	96578406
SWOFFORD CYRUS	BRUM KEETHTOWN EXT 14J	BRUMLEY	MO	65017	30616441
SWOFFORD DORLES	BRUM KEETHTOWN EXT 14J	BRUMLEY	MO	65017	15349034
SWOFFORD DORLESS	NS HWY 42 E OF C HWY	BRUMLEY	MO	65017	97845032
SWOFFORD LARRY	57 ROCK CREEK RD	BRUMLEY	MO	65017	57415535
SWOFFORD LARRY	57, ROCK CREEK RD	BRUMLEY	MO	65017	55551325
SWOFFORD MORRIS	ULMAN EXT 14J	BRUMLEY	MO	65017	15349006
SWOFFORD STEVE	960 HIGHWAY C	BRUMLEY	MO	65017	57900384

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
SWOFFORD STEVEN	BBC&BRUM EXTN M	BRUMLEY	MO	65017	77659668
SWOFFORD STEVEN E	BBC&BRUMLEY EXTN M	BRUMLEY	MO	65017	56755213
TAYLOR JODY L	51 OLE JOE BRANCH RD	ULMAN	MO	65083	99534433
TERRY TAMMY	EAST 1 MI OF JCT 17 & 52	TUSCUMBIA	MO	65082	50228539
THOMAS BOBBIE G	EAST HAWKINS CEMETERY	BRUMLEY	MO	65017	90395444
THOMAS JOY	BRUM ULMAN FDR MH REAR	ULMAN	MO	65083	97715918
THOMAS JOY	PROP NO BRUMLEY	ULMAN	MO	65083	90564561
THOMAS JOY D	BRUMLEY ULMAN FDR	ULMAN	MO	65083	89987411
THOMAS LOWELL AND JOY	BRUMLEY ULMAN FDR 18P 4D	BRUMLEY	MO	65017	80173154
THOMPSON DOUG	K8 67 BRUM DEAN CRK EX K	KAISER	MO	65047	52645242
THOMPSON DOUG	87 STATE PARK RD	BRUMLEY	MO	65017	56815677
THORSON SHARON L	92 HAWKIN CEMETARY RD	ULMAN	MO	65083	74680063
TILLMAN CAROL A	BIG BEAR CRK BRUM	BRUMLEY	MO	65017	97618275
TILLMAN JAMES L	ULMAN EXTN 6L	TUSCUMBIA	MO	65082	15327379
TIPTON EDGAR	CO RD WEST 4 CORNERS	ULMAN	MO	65083	97964484
TOMSON JAMES W	CO RD JJ-6 .8 N HWY 42	ULMAN	MO	65083	79357637
TOMSON MELVIN	HWY 42	BRUMLEY	MO	65017	54872509
TOMSON PHILLIP	OFF 42-12 TO JJ-6 2 MI	BRUMLEY	MO	65017	75294049
TOMSON RONSOL	ULMAN EXT 5L 76818 17K	TUSCUMBIA	MO	65082	15348584
TRUSLEY DELORIS	151 LIONS CLUB RD	BRUMLEY	MO	65017	67291670
TUSCUMBIA FIRE DEPT	HWY 17 FIRE HOUSE	TUSCUMBIA	MO	65082	70220990
TUSCUMBIA FIRE DEPT	HWY 17 FIRE HSE WELL	TUSCUMBIA	MO	65082	41153113
ULMAN BAPTIST CHURCH	N HWY C S OF JJ	ULMAN	MO	65083	16172685
ULMAN CHRISTIAN	ULMAN MO	ULMAN	MO	65083	66018857
ULMAN COMMUNITY CENTER	ULMAN	ULMAN	MO	65083	68724331
URBAN BARBARA	ONE MI SO ON C OFF HWY42	BRUMLEY	MO	65017	69956010
US POSTAL SERVICE	207 STATE RD C	BRUMLEY	MO	65017	97733924
VAUGHAN LEROY	SS HWY 52 1/4 MI EAST	TUSCUMBIA	MO	65082	52716617
VERNON DEBBIE	ULMAN EXTN J	BRUMLEY	MO	65017	69341663
VOSS RANDY C AND LISA L	HWY U S OF 42 21T 1A	BRUMLEY	MO	65017	73303043
WADE JEFF DBA SOUTH C	989 HIGHWAY C	BRUMLEY	MO	65017	58354227
WADE JEFF DBA SUPER C	ULMAN EXT J	BRUMLEY	MO	65017	97845018
WADE JEFF DBA SUPER C	HWY 42 BRUMLEY KEETH	BRUMLEY	MO	65017	58344854
WALL CLARK	84 HWY U	IBERIA	MO	65486	75065536
WALL CLAY	BRUMLEY MO 65017	BRUMLEY	MO	65017	81546563
WALL LARRY	BRUMLEY KEETH EXT 12J	BRUMLEY	MO	65017	47264683
WALL LARRY	BRUMLEY KEETH EXTJ	BRUMLEY	MO	65017	64489167
WALL LOIS MAE	HWY 42- N S 1/4 MI E K8	BRUMLEY	MO	65017	66943860
WALL MARK	106 HIGHWAY U	IBERIA	MO	65486	78256244
WALLACE GLEN	COON CRK EXT 20G 7F	TUSCUMBIA	MO	65082	74545289
WALLACE GLEN	COON CRK EXT 2DG 7F	TUSCUMBIA	MO	65082	96852497
WALLEN DELORES E	M7 6 BRUM ULMAN FDR EXTD	ULMAN	MO	65083	77186391
WASILEWSKI STANLEY	TRACT 8 MILLCREEK LAND	BRUMLEY	MO	65017	80146728
WEBER JENNY &	ULMAN MO	ULMAN	MO	65083	91122772
WEBER JENNY &	ULMAN MO	ULMAN	MO	65083	97882658
WEBSTER BEULAH	HWY C 1MI SO BRUM	BRUMLEY	MO	65017	97733911
WELCH LYLE H	BRUMLEY DEANE CRK EXT N	BRUMLEY	MO	65017	97841213
WENGER IRA	COUNTY RD 1 1/2MW 80318	BRUMLEY	MO	65017	16853500
WHEELER PAM & RANDY	30 MILLCREEK RD	BRUMLEY	MO	65017	56829899

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
WHITE PAUL	BRUMLEY	BRUMLEY	MO	65017	90565519
WHITFIELD DEAN	NS HWY 42 1/4MI E JUDDVI	BRUMLEY	MO	65017	58312357
WHITLLE GREG	BRUMLEY	BRUMLEY	MO	65017	74645718
WHITTLE BILL	HWY C & WEBSTER ST	BRUMLEY	MO	65017	45889317
WHITTLE BRANDON & TRISH	M8 16 BRUM ULM EXT 24J	BRUMLEY	MO	65017	58248050
WHITTLE DONNY	BRUMLEY KEETHTOWN EXT	BRUMLEY	MO	65017	97733927
WHITTLE GAIL	ULMAN EXT J	BRUMLEY	MO	65017	74856863
WHITTLE GAIL	IBERIA	IBERIA	MO	65486	39003811
WHITTLE GARY	HWY 42 - 2 1/2 E BRUM	BRUMLEY	MO	65017	97565194
WHITTLE GARY W	HWY 42- 2 1/2 MI E BRUM	BRUMLEY	MO	65017	99638071
WHITTLE GREG	BRUMLEY	BRUMLEY	MO	65017	99490459
WHITTLE MARK	IBERIA	IBERIA	MO	65486	55014898
WHITTLE MARK	CO RD WEST OF HWY U	BRUMLEY	MO	65017	73555118
WHITTLE OTTO	BRUMLEY 17-R 6-C	BRUMLEY	MO	65017	69477321
WHITTLE RICHARD L	ULMAN MO	ULMAN	MO	65083	68723083
WHITTLE RICK	ULMAN EXT J 19S 4F	BRUMLEY	MO	65017	15329021
WICKAM DENNIS & VITA	937 HWY C	BRUMLEY	MO	65017	18231991
WICKAM GEAN & DENNIS	BBC&BRUM EXTN M	BRUMLEY	MO	65017	77659718
WICKHAM CHRISTINA	1816 HIGHWAY 52	TUSCUMBIA	MO	65082	46364850
WICKHAM DARIN	CO RD 42-10 * JJ 8	ULMAN	MO	65083	98443433
WICKHAM JIMMIE	ULMAN EXTN V	ULMAN	MO	65083	97081993
WICKHAM JIMMIE	ULMAN EXT L	ULMAN	MO	65083	56439602
WICKHAM KEN	MT CARM TUSC FDR	TUSCUMBIA	MO	65082	80990604
WICKHAM KENNETH F	ULMAN FEEDER EXTN L	TUSCUMBIA	MO	65082	74645014
WICKHAM KENNETH F DBA	JUNCT 52 & 17	TUSCUMBIA	MO	65082	48097499
WICKHAM RICHARD	RED OAK DR OFF HWY 42	BRUMLEY	MO	65017	38843870
WIDEMAN TIMOLYN J	BRUMLEY	BRUMLEY	MO	65017	90469327
WIEDERHOFT DAVID/GWEN	2327 HIGHWAY 42	BRUMLEY	MO	65017	60908322
WILCHER JENNY E	BRUM BBC EXT K	BRUMLEY	MO	65017	56261302
WILEY ETHEL G	153 OPAL DR	ULMAN	MO	65083	50506051
WILKIN CHANCIE B	PEA RIDGE RD/ROCK QUARRY	BRUMLEY	MO	65017	67292165
WILKIN CHRISTOPHER	BIG BEAR CREEK	BRUMLEY	MO	65017	76933033
WILKIN JOSEPH L	BIG BEAR CRK EST L	BRUMLEY	MO	65017	97081054
WILKINS RALPH	TRACT 9 ASA RIDGE	BRUMLEY	MO	65017	73706100
WILLIAMS DONALD	BRUMLEY PREWITT EXT F	BRUMLEY	MO	65017	53226601
WILLIAMS JOHN J	BRUM ULMAN A 21N 8Q	ULMAN	MO	65083	17532434
WILLIAMS JOHN J II	BRUM ULMAN EXT 3K	ULMAN	MO	65083	17532662
WILLIMAS DONALD	69 MARTIN RD	BRUMLEY	MO	65017	18963022
WILLIS SHIRLEY J	HWY 42	BRUMLEY	MO	65017	67509729
WILSON BOBBY AND	ULMAN EXT 8J	IBERIA	MO	65486	71399244
WILSON BOBBY D & NINA R	ULMAN EXT 8J	IBERIA	MO	65486	63027681
WILSON DALE & SUSAN K	ES HWY 42 REAR OF DOUG	BRUMLEY	MO	65017	62418225
WILSON LYNN	735 PEA RIDGE RD	BRUMLEY	MO	65017	74426693
WILSON LYNN	297 HWY C	ULMAN	MO	65083	15328035
WILSON RANDALL	274 MILL CREEK RD	BRUMLEY	MO	65017	98359932
WILSON RICK	26,PEMBERTON PLACE RD	IBERIA	MO	65486	68505412
WILSON SPURGEON	HWY 42 ONEHALF MILE EAST	BRUMLEY	MO	65017	52731876
WILSON STEVE	GERALD RUSHS FARM	TUSCUMBIA	MO	65082	90565491
WINDES GEORGE	BR DEANE EXT T 2ND HOUSE	RICHLAND	MO	65556	55013978

EXHIBIT A**LIST OF STRUCTURES AND CUSTOMERS TO BE TRANSFERRED TO GASCOSAGE
ELECTRIC COOPERATIVE**

Customer Name	Service Address	City	State	Zip	Meter Number
WINDES RUBY	BRUM BBC EXT T FIRST	BRUMLEY	MO	65017	99305143
WINDES RUBY	BBC&BRUM EXT T BARN	BRUMLEY	MO	65017	52638565
WINFREY EVERETT	ULMAN FDR J	BRUMLEY	MO	65017	55013711
WINFREY EVERETT	ULMAN FDR J 20U 8H	BRUMLEY	MO	65017	55014844
WINFREY EVERT	BRUM ULMAN EXT J	BRUMLEY	MO	65017	69477665
WINFREY EVERT	CO RD U-14	BRUMLEY	MO	65017	55014812
WINFREY EVERT DBA	HWY U & U-18 JCT	IBERIA	MO	65486	55013624
WINFREY GORDON	BRUMLEY	BRUMLEY	MO	65017	96853650
WINFREY RONNIE	49 CASTLE RD	BRUMLEY	MO	65017	56541531
WINFREY W G	BRUMLEY	BRUMLEY	MO	65017	39962126
WITT DANNY	CO RD C-26 * U-8	BRUMLEY	MO	65017	15328669
WITT DONALD J	292 MT UNION CHURCH RD	IBERIA	MO	65486	57187711
WITT DONALD J DBA	BRUMLEY EXT 14J	IBERIA	MO	65486	97723942
WITT DORLIS	CO RD C*26/U*8	BRUMLEY	MO	65017	15328989
WITT HEATHER	296 MT UNION CHURCH	BRUMLEY	MO	65017	71691041
WITT IVEN	ULMAN EXT J	BRUMLEY	MO	65017	69948672
WITT JASON	CO RD C-36 * U 18	BRUMLEY	MO	65017	90871360
WITT JIM M	ULMAN	ULMAN	MO	65083	15348583
WITT JOHNNY	BRUM DEANE CREEK EXT R	BRUMLEY	MO	65017	98065090
WITT MICHAEL	303 BARTON SCHOOL RD	BRUMLEY	MO	65017	68811478
WITT MIKE	286 MT UNION CHURCH RD	BRUMLEY	MO	65017	15720995
WITT STACY & BETTY	U8 .3 MI OFF U HWY	IBERIA	MO	65486	97563487
WOOD DOYLE	LT 7 ASA RIDGE	BRUMLEY	MO	65017	90565251
WOOD ERMA	BRUM PREW EXT E	BRUMLEY	MO	65017	75253268
WOOD GARY RAY	BRUMLEY ULMAN EXT 1L	ULMAN	MO	65083	79357631
WOOD MARTHA A	HWY 42 2MI EAST OF 134	BRUMLEY	MO	65017	64618059
WOOD SHERRI	JCT OF F & 17 MOB HOME	TUSCUMBIA	MO	65082	56835288
WOOLERY C.B.	ULMAN M	ULMAN	MO	65083	65345867
WORKMAN JACK	BRUM ULMAN EXT I 18P 1G	BRUMLEY	MO	65017	97619780
WORKMAN TWILA	ULMAN EXTN J 19Q 1E	BRUMLEY	MO	65017	65606055
WORSTELL JAMES	56 BRUSHY BRANCH CUTOFF	BRUMLEY	MO	65017	15804438
WOSTE MARY K	ULMAN	ULMAN	MO	65083	90888939
WRIGHT TONY	BRUMLEY ULMAN FDR EXT 4K	TUSCUMBIA	MO	65082	47311363
WRIGHT TONY	BRUMLEY ULMAN FDR EXT	TUSCUMBIA	MO	65082	52797642
WYATT RICKY	C-4	ULMAN	MO	65083	16283080
WYRICK KENNETH LYNN	MT CAR TUSC CATTAIL CRK	TUSCUMBIA	MO	65082	16282581
WYRICK MARSHA D	40 SAMPLES RD	IBERIA	MO	65486	56841791
YATES TOMMY	BRUMLEY ULMAN FEEDER	BRUMLEY	MO	65017	71212493
YATES TOMMY & LINDA	L8(23)BRUM-ULMAN EXT AA	BRUMLEY	MO	65017	91196128
YATES TOMMY & LINDA	L8 39 HWY C NO BRUMLEY	BRUMLEY	MO	65017	73706130
YATES TOMMY A	N HWY C BRUM ULMN EXT AA	BRUMLEY	MO	65017	98950432
YOUNG PAUL M	BRUM ULMAN EXT 3K	ULMAN	MO	65083	81440380
ZEIGENBEIN CHARLES	BBC BRUM EXT O	BRUMLEY	MO	65017	97686923
ZEIGENBEIN DOUGLAS	ULMAN	ULMAN	MO	65083	68907670
ZIEGENBEIN CHARLES	BBC BRUM EXT O	BRUMLEY	MO	65017	97669651
ZIGGLER WOODROW	358 GLAIZE HOLLAR RD	BRUMLEY	MO	65017	55020599

EXHIBIT B
(Agreement)

UNION ELECTRIC COMPANY FACILITIES
TO BE PURCHASED BY GASCOSAGE ELECTRIC COOPERATIVE

1. Brumley Substation

A parcel of land in the Northwest Quarter of the Southwest Quarter of Section 29, Township 39 North, Range 14 West, Miller County, Missouri, being described as follows:

Beginning at the intersection of the South line of a county road and the West line of said Section 29, approximately 580 feet South of the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 29; thence, Easterly along the South line of said county road a distance of 345.7 feet, more or less, to the Northwest corner of a parcel of land owned by the State of Missouri and used by the State Highway Department for a material and maintenance depot; thence, South 1 degree 8 minutes West, 161.5 feet, more or less, along the Westerly line of property of the State of Missouri to the Southwest corner thereof; thence, Westerly making an angle to the last described line of 84 degrees 4 minutes and extending 345 feet to the West line of said Section 29; thence, Northerly along the West line of said Section 29, 161.5 feet, more or less, to the point of beginning on the South line of said county road;

containing 1.36 acres.

2. Keethtown Substation

Part of the Southwest Quarter of the Southwest Quarter of Section 1, Township 38 North, Range 14 West, Miller County, Missouri, more particularly described as follows:

From the Southwest corner of said Section 1; thence, S89°23'19"E along the Section line, 28.82 feet to a point on the Easterly right-of-way line of Missouri State Route U and the point of beginning for this description; thence, Northerly along the Easterly line of said right-of-way, on curve to the Right, having a radius of 686.20 feet, an arc distance of 1.18 feet, (Chord: NO°26'43"E, 1.18 feet) to PC Station 129 + 01.10; thence, NO°29'41"E along the Easterly line of said right-of-way, 123.82 feet; thence, S89°23'19"E, 350.00 feet; thence, SO°29'41"W, 125.00 feet to the Section line; thence, N89°23'19"W along the Section line, 350.00 feet to the point of beginning;

containing 1.0 acres.

3. **Other Facilities**

Cooperative shall purchase from Company the Facilities listed in the following inventory list:

Approximately two hundred thirty (230) circuit miles of distribution facilities that are used to serve the structures that are transferred under this Agreement, which includes approximately fourteen (14) miles of 34kV circuit with associated poles, insulators, cross-arms, conductors and other hardware, the remainder being 12 kV circuits with associated poles, insulators, cross-arms, conductors and other hardware. Included in this inventory are approximately:

5000 poles

1000 transformers

2.5 million feet of conductor

EXHIBIT C
(Agreement)

UNION ELECTRIC COMPANY FACILITIES
NOT TO BE PURCHASED BY GASCOSAGE ELECTRIC COOPERATIVE

The Assets of Seller not to be conveyed to Buyer at closing shall include:

1. revenue meters,
2. 34.5 kV transformers, regulators, and reclosures,
3. all transmission line facilities above 34.5kV, and
4. the Mobile N substation currently located at Keethtown Substation.

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

FIRST AMENDMENT TO TERRITORIAL AGREEMENT

This First Amendment to the Territorial Agreement (the "First Amendment") is entered into as of this 17 day of July, 2001, by and between Union Electric Company d/b/a AmerenUE, a Missouri corporation with offices at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis Missouri 63103 ("Company"), and Gascosage Electric Cooperative, a Missouri cooperative corporation with offices at Highway 28, Drawer G, Dixon, Missouri 65459 ("Cooperative").

RECITALS

WHEREAS, Company and Cooperative have heretofore executed and delivered a certain Territorial Agreement (the "Territorial Agreement") dated as of the 13th day of November, 1997, which sets forth the electric service areas of both Company and Cooperative in Camden, Miller, Maries, Phelps, and Pulaski Counties.

WHEREAS, The Territorial Agreement was approved by the Missouri Public Service Commission (the "Commission") by Report and Order in Case No. EO-98-279, which became effective on June 23, 1998.

WHEREAS, the parties now desire to amend the Territorial Agreement in order to change the electric service areas of both Company and Cooperative in Miller County and a small portion of Camden County.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements set forth herein, Company and Cooperative agree as follows:

1. Exhibit I to the Territorial Agreement is deleted in its entirety and replaced by the Exhibit 1 that is attached to this First Amendment.

2. Exhibit 2A to the Territorial Agreement is deleted in its entirety and replaced by the Exhibit 2A that is attached to this First Amendment.
3. Exhibit 2B to the Territorial Agreement is deleted in its entirety and replaced by the Exhibit 2B that is attached to this First Amendment.
4. Exhibit 3 to the Territorial Agreement is deleted in its entirety and replaced by the Exhibit 3 that is attached to this First Amendment.
5. Paragraph 3 of the Territorial Agreement is deleted in its entirety and replaced with the following:

“3. The electric service area of the Company under this Agreement shall be that portion of Camden (Exhibit 2A), Miller (Exhibit 2B) and Maries (Exhibit 2C) Counties as is described in Exhibit 1 to this Agreement and as substantially illustrated by the line as shown on the maps marked Exhibit 2A thru 2C to this Agreement, all exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in Company’s service area, pursuant to this Agreement.”

6. Paragraph 4 of the Territorial Agreement is deleted in its entirety and replaced with the following:

“4. The electric service area of Cooperative under this Agreement shall be all of Pulaski County (Exhibit (2D) and that portion of Camden (Exhibit 2A), Miller (Exhibit 2B), Maries (Exhibit 2C), and Phelps (Exhibit 2E) Counties as is described in Exhibit 3 to this Agreement and as substantially illustrated by the line as shown on the maps marked Exhibit 2B thru 2E to this Agreement, both exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Cooperative may serve within municipalities that are located in Cooperative’s service area, pursuant to this Agreement.”

7. The following paragraph is added to the Territorial Agreement:

“16. The parties recognize that the Cooperative will have to construct extensive facilities to serve customers in the New Electric Service Area. Therefore, for the customer’s convenience, during the time period between the filing date of this First Amendment to the

Territorial Agreement with the Commission and one year after the Effective Date of said amendment, if a customer requests new electric service for a New Structure located in the New Electric Service Area, the parties will meet and determine the party to serve the New Structure. In the event the Cooperative cannot serve the Structure, the New Structure shall be served by Company. As used in this section, the term "Effective Date" shall be defined as the effective date of the order issued by the Commission pursuant to RSMo. Section 394.312, approving the First Amendment to this Agreement and the term "New Electric Service Area" shall be defined as that area in Camden and Miller Counties outside the electric service area of the Cooperative, as described in the original Territorial Agreement, which is now included in the electric service area of the Cooperative, as described in the First Amendment to the Territorial Agreement."

8. This First Amendment shall become effective upon approval by the Commission pursuant to RSMo. Section 394.312. Performance of the parties is contingent upon all of the following conditions precedent having occurred no later than December 31, 2001. (This date can be extended by written agreement of the parties.):
 - (a) all required approvals of the Cooperative's Board of Directors; and
 - (b) approval of the transaction by the Commission, including but not limited to, a finding that this Agreement, in total, is not detrimental to the public interest and that the First Amendment shall not impair the Company's certificates of convenience and necessity in any other respect within Camden and Miller Counties.

If the above conditions precedent have not been satisfied by the date set by the parties, this First Amendment shall be null and void *ab initio*.

9. This First Amendment may be terminated at any time by mutual consent of Company and Cooperative. The termination of this Agreement shall be effective on the date the Commission receives a notice, signed by both Company and Cooperative, of their

decision to terminate this First Amendment. If the transactions contemplated by this first Amendment are terminated as provided herein, (i) the Territorial Agreement, as approved by the Commission by Report and Order in Case No. EO-98-279, shall remain in effect in accordance with its original terms, (ii) the parties shall be entitled to serve all Structures they are serving on the effective termination date of the First Amendment, (iii) each party shall pay the costs and expenses incurred by it in connection with terminating this First Amendment, and (iv) no party (or its parent corporation, officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this First Amendment

10. **EXCEPT** to the extent herein amended or modified, the Territorial Agreement is not otherwise amended or modified.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Territorial Agreement to be executed as of the date first above written.

UNION ELECTRIC COMPANY
d/b/a AmerenUE

By: William J. Davis

Title: Vice President

ATTEST:

By: [Signature]

Title: ASSISTANT SECRETARY

GASCOSAGE ELECTRIC COOPERATIVE.

By: William F. Davis

Title: President

ATTEST:

By: [Signature]

Title: Secretary

EXHIBIT 1
(First Amendment)

Service Area of Company
Metes and Bounds Description

ELECTRIC SERVICE AREA OF AmerenUE

CAMDEN COUNTY, MISSOURI

ALL OF CAMDEN COUNTY, EXCEPTING THEREFROM ALL OF SECTION 20, TOWNSHIP 38
NORTH, RANGE 14 WEST.

ELECTRIC SERVICE AREA OF UNION ELECTRIC COMPANY

H:1MARIES.UE

MARIES COUNTY, MISSOURI

BEGINNING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 11 WEST, SAID POINT BEING ON THE OSAGE/MARIES COUNTY LINE; THENCE EASTERLY ALONG SAID OSAGE/MARIES COUNTY LINE, A DISTANCE OF 30 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 7 WEST, SAID POINT ALSO BEING ON THE GASCONADE/MARIES COUNTY LINE; THENCE LEAVING SAID OSAGE/MARIES COUNTY LINE, SOUTH ALONG THE GASCONADE/MARIES COUNTY LINE, A DISTANCE OF 9 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE LEAVING THE GASCONADE/MARIES COUNTY LINE, WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31 OF TOWNSHIP 40 NORTH, RANGE 7 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31 OF TOWNSHIP 40 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 0.25 MILE, MORE OR LESS, TO THE CENTER OF THE GASCONADE RIVER; THENCE SOUTHERLY ALONG AND WITH THE MEANDERINGS OF THE CENTER OF SAID GASCONADE RIVER, A DISTANCE OF 1.25 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF FRACTIONAL SECTION 2, TOWNSHIP 39 NORTH, RANGE 9 WEST; THENCE LEAVING THE CENTER OF SAID GASCONADE RIVER, WEST ALONG THE SOUTH LINE OF

THE NORTH HALF OF FRACTIONAL SECTIONS 2, 3, 4, 5, AND 6 OF TOWNSHIP 39 NORTH,
RANGE 9 WEST, TO A POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 6, SAID
POINT ALSO BEING ON THE EAST LINE FRACTIONAL SECTION 1, TOWNSHIP 39 NORTH,
RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF
FRACTIONAL SECTIONS 1, 2, 3, AND 4 OF TOWNSHIP 39 NORTH, RANGE 10 WEST, TO
THE WEST LINE OF SAID FRACTIONAL SECTION 4; THENCE NORTH ALONG THE WEST LINE
OF SAID FRACTIONAL SECTION 4, A DISTANCE OF 1 MILE, MORE OR LESS, TO THE
NORTHWEST CORNER OF SAID FRACTIONAL SECTION 4, SAID POINT ALSO BEING ON THE
SOUTH LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 WEST; THENCE WEST
ALONG THE SOUTH LINE OF SECTIONS 33, 32, AND 31 OF TOWNSHIP 40 NORTH, RANGE
10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING
THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 11 WEST;
THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31 OF
TOWNSHIP 40 NORTH, RANGE 11 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION
31, SAID POINT ALSO BEING ON THE MILLER/MARIES COUNTY LINE; THENCE NORTH
ALONG SAID MILLER/MARIES COUNTY LINE, A DISTANCE OF 9 MILES, MORE OR LESS, TO
THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 11 WEST, AND
THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to
coincide with another corner, and when in fact, such corners are not the same and/or do not
coincide with one another, they shall be treated as if they are the same and do coincide.

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**ELECTRIC SERVICE AREA OF AmerenUE
MILLER COUNTY, MISSOURI**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 15 WEST, SAID POINT ALSO BEING ON THE MORGAN/MILLER COUNTY LINE; THENCE EAST ALONG SAID MORGAN/MILLER COUNTY LINE, A DISTANCE OF 0.25 MILE, MORE OR LESS, TO THE MONITEAU/MILLER COUNTY LINE; THENCE LEAVING SAID MORGAN/MILLER COUNTY LINE, EAST ALONG THE MONITEAU/MILLER COUNTY LINE, A DISTANCE OF 7 MILES, MORE OR LESS, TO THE COLE/MILLER COUNTY LINE; THENCE LEAVING SAID MONITEAU/MILLER COUNTY LINE, EAST ALONG SAID COLE/MILLER COUNTY LINE, A DISTANCE OF 5 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG SAID COLE/MILLER COUNTY LINE, A DISTANCE OF 5.8 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 14 WEST, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 13 WEST; THENCE EAST ALONG SAID COLE/MILLER COUNTY LINE, A DISTANCE OF 5.75 MILES, MORE OR LESS, TO THE CENTER OF THE OSAGE RIVER; THENCE CONTINUING EASTERLY ALONG SAID COLE/MILLER COUNTY LINE AND WITH THE MEANDERINGS OF SAID OSAGE RIVER, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 2, TOWNSHIP 41 NORTH, RANGE 12 WEST; THENCE LEAVING SAID OSAGE RIVER, EAST ALONG THE SAID COLE/MILLER COUNTY LINE, A DISTANCE OF 1.7 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 12 WEST, SAID POINT ALSO BEING ON THE OSAGE/MILLER COUNTY LINE; THENCE LEAVING SAID COLE/MILLER COUNTY LINE, SOUTH ALONG SAID OSAGE/MILLER COUNTY LINE, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE MARIES/MILLER COUNTY LINE; THENCE LEAVING SAID OSAGE/MILLER COUNTY LINE, SOUTH ALONG SAID MARIES/MILLER COUNTY LINE, A DISTANCE OF 9 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 WEST; THENCE LEAVING SAID MARIES/MILLER COUNTY LINE, WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31 OF TOWNSHIP 40 NORTH, RANGE 12 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31 OF TOWNSHIP 40 NORTH,

RANGE 13 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, AND 6 OF TOWNSHIP 40 NORTH, RANGE 13 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31 AND 30 OF TOWNSHIP 41 NORTH, RANGE 13 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE OSAGE RIVER; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG AND WITH THE MEANDERINGS OF THE CENTERLINE OF THE OSAGE RIVER, A DISTANCE OF 10.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 14 OF TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE LEAVING THE CENTERLINE OF SAID OSAGE RIVER, SOUTH ALONG THE EAST LINE OF SECTIONS 14, 23, 26, AND 35 OF TOWNSHIP 40 NORTH, RANGE 15 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF FRACTIONAL SECTION 3 OF TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE SOUTH ALONG THE EAST LINE OF FRACTIONAL SECTION 3 AND SECTIONS 10, 15, 22, 27, AND 34 OF TOWNSHIP 39 NORTH, RANGE 15 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE CAMDEN/MILLER COUNTY LINE; THENCE ALONG SAID CAMDEN/MILLER COUNTY LINE ON THE FOLLOWING COURSES AND DISTANCES: WEST, A DISTANCE OF 1 MILE, TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH, A DISTANCE OF 2 MILES, TO THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 15 WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE WEST, A DISTANCE OF 1 MILE, TO THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH, A DISTANCE OF 1 MILE, TO THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE WEST, A DISTANCE OF 0.5 MILE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 17; THENCE NORTH, A DISTANCE OF 2 MILES, TO THE NORTHWEST CORNER OF THE EAST HALF OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 15 WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE WEST, A DISTANCE OF 0.5 MILE, TO THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 5, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 5, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION

32, TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE WEST, A DISTANCE OF 2 MILES, TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE NORTH, A DISTANCE OF 2.8 MILES, MORE OR LESS, TO A CHANNEL IN THE CENTER OF THE LAKE OF THE OZARKS; THENCE WESTERLY ALONG AND WITH THE CHANNEL IN THE CENTER OF THE LAKE OF THE OZARKS, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 16 WEST, SAID POINT ALSO BEING ON THE MORGAN/MILLER COUNTY LINE; THENCE LEAVING SAID CAMDEN/MILLER COUNTY LINE, NORTH ALONG SAID MORGAN/MILLER COUNTY LINE, A DISTANCE OF 8.8 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 16 WEST; THENCE EAST ALONG SAID MORGAN/MILLER COUNTY LINE, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 16 WEST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 15 WEST; THENCE NORTH ALONG SAID MORGAN/MILLER COUNTY LINE, A DISTANCE OF 5.8 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 15 WEST, AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

EXHIBIT 3
(First Amendment)

**Service Area of Cooperative
Metes and Bounds Description**

GASCOSAGE-CAMDEN

ELECTRIC SERVICE AREA GASCOSAGE ELECTRIC COOP
CAMDEN COUNTY, MISSOURI

ALL OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 WEST.

ELECTRIC SERVICE AREA OF GASCOSAGE ELECTRIC COOP

H:2MARIES.COP

MARIES COUNTY, MISSOURI

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE NORTH LINE OF FRACTIONAL SECTIONS 6, 5, 4, 3, AND 2 OF TOWNSHIP 39 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 2, A DISTANCE OF 2 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 12, 7, AND 8 OF TOWNSHIP 39 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 4, A DISTANCE OF 1 MILE, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF SAID FRACTIONAL SECTION 4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF FRACTIONAL SECTIONS 4, 3, 2, AND 1 OF TOWNSHIP 39 NORTH, RANGE 10 WEST, TO THE EAST LINE OF SAID FRACTIONAL SECTION 1, SAID POINT ALSO BEING ON THE WEST LINE OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF FRACTIONAL SECTIONS 6, 5, 4, 3, 2, AND 1 OF TOWNSHIP 39 NORTH, RANGE 9 WEST, TO THE EAST LINE OF SAID FRACTIONAL SECTION 1, SAID POINT ALSO BEING ON THE WEST LINE OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF FRACTIONAL SECTIONS 6, 5, AND 4 OF

TOWNSHIP 39 NORTH, RANGE 8 WEST, TO A POINT ON THE EAST LINE OF SAID FRACTIONAL SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 4 AND SECTIONS 9, 16, 21, 28, AND 33 OF TOWNSHIP 39 NORTH, RANGE 8 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE PHELPS/MARIES COUNTY LINE; THENCE WESTERLY ALONG SAID PHELPS/MARIES COUNTY LINE, A DISTANCE OF 14.5 MILES, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 10 WEST, SAID POINT ALSO BEING ON THE PULASKI/MARIES COUNTY LINE; THENCE LEAVING SAID PHELPS/MARIES COUNTY LINE, WEST ALONG SAID PULASKI/MARIES COUNTY LINE, A DISTANCE OF 8.8 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 11 WEST, SAID POINT ALSO BEING ON THE MILLER/MARIES COUNTY LINE; THENCE LEAVING SAID PULASKI/MARIES COUNTY LINE, NORTH ALONG SAID MILLER/MARIES COUNTY LINE, A DISTANCE OF 10 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 WEST, AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

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ELECTRIC SERVICE AREA OF GASCOSAGE ELECTRIC COOP
MILLER COUNTY, MISSOURI

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 WEST; THENCE EAST ALONG THE NORTH LINE OF FRACTIONAL SECTIONS 6, 5, 4, 3, 2, AND 1 OF TOWNSHIP 39 NORTH, RANGE 13 WEST, TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF FRACTIONAL SECTIONS 6, 5, 4, 3, AND 2 OF TOWNSHIP 39 NORTH, RANGE 12 WEST, TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FRACTIONAL SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1, A DISTANCE OF 0.1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE MARIES/MILLER COUNTY LINE; THENCE CONTINUING EAST ALONG SAID MARIES/MILLER COUNTY LINE, A DISTANCE OF 0.9 MILE, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 1; THENCE SOUTH ALONG SAID MARIES/MILLER COUNTY LINE, A DISTANCE OF 10 MILES, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 WEST, SAID POINT ALSO BEING ON THE PULASKI/MILLER COUNTY LINE; THENCE LEAVING SAID MARIES/MILLER COUNTY LINE, WEST ALONG SAID PULASKI/MILLER COUNTY LINE, A DISTANCE OF 12 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 WEST; SAID POINT ALSO BEING ON THE CAMDEN/MILLER COUNTY LINE; THENCE LEAVING SAID PULASKI/MILLER COUNTY LINE, ALONG SAID CAMDEN/MILLER COUNTY LINE ON THE FOLLOWING COURSES AND DISTANCES: WEST, A DISTANCE OF 6 MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18, TO THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 2, TO THE SOUTHWEST CORNER OF SAID

SECTION 2; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 2, TO THE NORTHWEST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE LEAVING SAID CAMDEN/MILLER COUNTY LINE, NORTH ALONG THE WEST LINE OF SECTIONS 35, 26, 23, 14, 11, AND FRACTIONAL SECTION 2 OF TOWNSHIP 39 NORTH, RANGE 15 WEST, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36, 25, 24, AND 13 OF TOWNSHIP 40 NORTH, RANGE 15 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE OSAGE RIVER; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG AND WITH THE MEANDERINGS OF THE CENTERLINE OF SAID OSAGE RIVER, A DISTANCE OF 10.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 14 WEST; THENCE LEAVING THE CENTERLINE OF SAID OSAGE RIVER, SOUTH ALONG THE EAST LINE OF SECTIONS 25 AND 36 OF TOWNSHIP 41 NORTH, RANGE 14 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, 25, AND 36 OF TOWNSHIP 40 NORTH, RANGE 14 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FRACTIONAL SECTION 1, TOWNSHIP 39 NORTH, RANGE 14 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1, TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 WEST, AND THE POINT OF BEGINNING.

NOTE:

WHEREVER IN THE FOREGOING DESCRIPTION A CORNER IS STATED TO BE THE SAME AS AND/OR TO COINCIDE WITH ANOTHER CORNER, AND WHEN IN FACT, SUCH CORNERS ARE NOT THE SAME AND/OR DO NOT COINCIDE WITH ONE ANOTHER, THEY SHALL BE TREATED AS IF THEY ARE THE SAME AND DO COINCIDE.
