

**AGREEMENT FOR THE PURCHASE OF ELECTRIC
POWER AND ENERGY**

This Agreement made and entered into this 15th day of September, 2005,
between Ozark Electric Cooperative, Inc., a Missouri cooperative corporation (hereinafter "Cooperative"), and
Shuyler Ridge L.L.C., legal landowners/developers of property described below (hereinafter "Developer"), upon
the terms that follow:

WITNESSETH:

Whereas, Cooperative is lawfully engaged in the business of providing electric power and energy to members in Greene
County, Missouri, and

Whereas, Developer is in the process of acquiring, developing, and selling for residential and/or commercial use
property described as:

A tract of land, situated in Section 28, Township 28 North, Range 23 West, Greene County, Missouri, and more
particularly described as follows: Beginning at an Existing Iron Pin at the Northwest Corner of the Southeast
Quarter of the Northwest Quarter of said Section 28; THENCE South 89 degrees 12 minutes 31 seconds East
along the North Line of said Southeast Quarter of the Northwest Quarter a distance of 1,339.21 feet to the
Northeast Corner of said Southeast Quarter of the Northwest Quarter for corner; THENCE South 89 degrees 13
minutes 36 seconds East along the North Line of the Southwest Quarter of the Northeast Quarter of said
Section 28 a distance of 1,341.46 feet to the Northeast Corner of said Southwest Quarter of the Northeast
Quarter for corner; THENCE South 01 degrees 27 minutes 46 seconds West along the East Line of said
Southwest Quarter of the Northeast Quarter a distance of 1,327.25 feet to an Existing Iron Pin at the Northeast
Corner of the Northwest Quarter of the Southeast Quarter for corner; THENCE South 01 degrees 29 minutes 59
seconds West along the East Line of said Northwest Quarter of the Southeast Quarter and along the East Line
of the Southwest Quarter of said Southeast Quarter a distance of 2,655.78 feet to the Southeast Corner of said
Southwest Quarter of the Southeast Quarter for corner; THENCE North 89 degrees 01 minutes 25 seconds
West along the South Line of said Southwest Quarter of the Southeast Quarter a distance of 1,344.17 feet to an
Existing Square Bolt at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section
28 for corner; THENCE North 89 degrees 23 minutes 28 seconds West along the South Line of said Southeast
Quarter of the Southwest Quarter a distance of 1,340.81 feet to the Southwest Corner of said Southeast Quarter
of the Southwest Quarter for corner; THENCE North 01 degrees 33 minutes 31 seconds East along the West
Line of said Southeast Quarter of the Southwest Quarter and along the West Line of the Northeast Quarter of
said Southwest Quarter a distance of 2,653.49 feet to an Existing Iron Pin at the Northwest Corner of said
Northeast Quarter of the Southwest Quarter for corner; THENCE North 01 degrees 31 minutes 51 seconds East
along the West Line of said Southeast Quarter of the Northwest Quarter a distance of 1,329.10 feet to the
POINT OF BEGINNING, and containing 245.15 acres of land, more or less, subject to easements and/or rights
of way.

Now therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Cooperative shall design, plan, install and make all provisions necessary to supply electric power and energy to all
persons, businesses, entities, and structures or facilities requiring electric energy and power within the real estate
development tract described above. Relocation of Cooperative facilities now existing on the above described property and
installation of additional Cooperative facilities shall be without cost to Developer and its purchasers/tenants; provided,
however, that Cooperative's rate schedules, street lighting policy, line extension policy and underground construction
policy shall be applied in the same manner as for other members with the same or similar service requirements.
2. The scope of the development of the above described tract is as shown on the attached plat map dated December 20,
2004, consisting of approximately Five Hundred and Seventeen (517) single residence dwellings. For utility investment
efficiency, the residential construction shall be initiated in four (4) or more phases of roughly equivalent size and
undertaking, with each phase to be completed with no less than seventy percent (70%) of its residences under construction
or occupied prior to opening the next phase for development. Cooperative shall have no obligation to construct, install or
extend electric distribution infrastructure and facilities in advance of such reasonable utilization by electric customers.

3. In consideration for Cooperative's investment in comprehensive electric service planning for the development tract, Developer agrees to purchase all of its electric energy and power requirements from Cooperative and agrees to bind its purchasers and tenants to purchase all of their electricity requirements from Cooperative as members of Cooperative. This covenant shall apply to Developer's successors and assigns. It is further agreed that Cooperative shall supply all of the electrical energy for all street lighting.

4. The parties understand and agree that the described tract is subject to a separate Developer's agreement with the City of Republic, Missouri, titled "Irrevocable Consent to Annexation and Agreement Relating Thereto", that grants to the City the right to govern the timing of voluntary municipal annexation of the development tract. Developer intends that Cooperative be a beneficiary of that agreement and hereby covenants to take all actions and to establish all requirements necessary to allow the installation of Cooperative electric service at completed residential and commercial structures prior to their voluntary municipal annexation.

5. This Agreement shall remain in force and effect for a period of twenty (20) years from the date of execution. It shall automatically be renewed thereafter for sequential terms of five (5) years each unless either party shall give the other written notice of termination at least One-Hundred and Twenty (120) days prior to the last date of the current term or extension.

6. Developer shall provide Cooperative with exclusive electric utility easements of sufficient size and configuration to carry out the intent of this Agreement. All equipment and facilities provided and installed by Cooperative shall remain at all times the sole property of Cooperative. The Cooperative shall have the right to enter the development property at all reasonable times in order to fulfill its service obligations under this contract.

7. Should any provision of this agreement be held invalid or illegal by a court or agency of competent jurisdiction, such invalidity or illegality will not invalidate the whole of this Agreement, and the rights and obligations of the Parties shall be construed and enforced according to the remaining provisions.

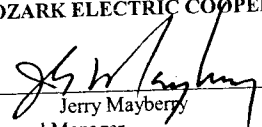
8. This agreement shall be governed and construed by the laws of the State of Missouri.

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

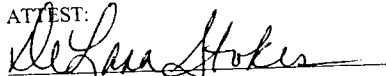
IN WITNESS WHEREOF, the parties have on the date stated above caused this Agreement to be executed in their respective names and attested by their respective officers duly authorized to act on their behalf.

OZARK ELECTRIC COOPERATIVE, INC.

By: _____


Jerry Mayberry
General Manager

ATTEST:


DeLana Stokes
Secretary

SHUYLER RIDGE, L.L.C.

By: J. Trent Cowherd
J. Trent Cowherd
Member

By: Daniel R. Clark
Daniel R. Clark
Member

Jane Cowherd, member