

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Gascosage Electric Cooperative, hereinafter referred to as "Cooperative".

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including portions of Camden, Miller, Maries, and Phelps Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Camden, Miller, Maries, Phelps and Pulaski Counties; and

WHEREAS, the Missouri Legislature has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within Camden and Pulaski counties and portions of Miller, Maries, and Phelps Counties, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

NOW, THEREFORE, Company and Cooperative, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. For purposes of this Agreement:

(a) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric

EXHIBIT No. A

service at one structure shall be a new and different customer at each structure at which electric service has been requested.

(b) "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. "Structure" shall include a contiguous addition to or expansion of a previously existing structure and a replacement of a previously existing structure if the replacement structure is built on the foundation of the previously existing structure and is used for the same purposes as the previously existing structure.

(c) "Commission" shall mean the Missouri Public Service Commission.

(d) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(e) "Cooperative" shall mean Gascosage Electric Cooperative and any subsidiary or other corporate entity owned or controlled by Gascosage Electric Cooperative.

(f) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement.

2. Each Party shall be entitled to continue serving those structures it was serving as of the date of this agreement, wherever those structures may be located. After the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right and power pursuant to this agreement to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided

expressly herein, neither party may furnish, make available, render or extend electric service to new structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

3. The electric service area of Company under this Agreement shall be all of Camden County (Exhibit 2A) and that portion of 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.

4. The electric service area of Cooperative under this Agreement shall be all of Pulaski County (Exhibit 2D) and that portion of 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.

5. Exhibits 2A-2E depicts the service areas of both Company and Cooperative. To aid readability of these exhibits, the boundary line of the Cooperative is offset in those areas where the service areas boundaries of both parties coincide. For these cases, the actual service

area boundary is at the location shown by the Company's boundary line. In cases of conflict between Exhibits 2A-2E and the written legal descriptions contained in Exhibits 1 and 3, the legal written descriptions shall prevail.

6. The city of Rolla operates and maintains a municipally-owned electric system, which is being presently served wholesale by Company. Nothing in this agreement shall restrict or limit Company's right to continue to serve wholesale the municipally-owned electric system of Rolla. Should Rolla cease to operate and maintain the municipally-owned electric system, offer to sell such system, or restructure the municipally-owned electric system from a wholesale system to a retail system, nothing in this agreement shall preclude or restrict either Company or Cooperative from:

- (a) buying the municipally-owned electric system of Rolla,
- (b) seeking to supply the municipally-owned electric system of Rolla in the event the system becomes a retail system, and
- (c) serving individual customers within the city limits of Rolla, as permitted by Missouri law.

To the extent the electric service area of the Cooperative as defined in paragraph 4 above includes the city of Rolla and should Rolla cease to operate and maintain municipally-owned electric facilities and sell such facilities to the Company, notwithstanding this Agreement, Company may serve within the incorporated boundaries of Rolla as it exists on the date Rolla and Company agree on a sale of Rolla's facilities to Company ("the Sale Date") pursuant to the following conditions and agreement. Company shall, notwithstanding this Agreement, have the

power to serve the structures being served by Rolla on the Sale Date. Following the purchase by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement which excludes from the exclusive territory of the Cooperative under this Agreement, territory lying within Rolla's incorporated boundaries whose facilities were purchased by Company. Boundaries of the area to be excluded from the exclusive service territory of the Cooperative shall be that portion of Rolla's incorporated boundary as it exists on the effective date of this Agreement plus such portion of any territory annexed by Rolla after the effective date of this Agreement which territory is closer to the facilities acquired by Company from the municipality than to facilities of Cooperative as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within six (6) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Commission as provided in Section 394.312.2 RSMo. Company shall be entitled to serve all of the structures served by Rolla prior to the purchase of the facilities by Company regardless of whether the structures are located in territory determined to be served by Company or Cooperative. The Cooperative shall be entitled to serve all of the structures it was serving prior to the purchase of the Rolla municipal system by Company regardless of whether the structures are located in the city limits of Rolla or in any territory deemed to be served by Company or Cooperative.

7. The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any mutual boundary line

described in paragraphs 3 and 4 dividing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter that party shall exclusively serve that structure.

8. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of the Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicate that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the Staff or Office of the Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase

typeface indicating that the Staff or Office of the Public Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

9. Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a joint application showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking of administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

10. Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Commission.

11. This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without written consent of

the other party, which consent shall not be unreasonably withheld, and the approval of the Commission. Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining Commission approval by (a) participating in a joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating it consents to the Assignment, for inclusion in such application.

12. This Agreement shall become effective upon approval by the Commission pursuant to Section 394.312, RSMo. The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than July 31, 1998:

(a) All required approvals of the Cooperative's Board of Directors.

~~(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 this Agreement shall suspend the Company's obligation to serve customers within Cooperative's service area described in paragraph 6 of this Agreement but shall not impair the Company's certificates of convenience and necessity in any other respect within Miller and Maries Counties.

13. Both of the parties to this Agreement have service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and

regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

14. This Agreement shall in no way affect either party's right to construct such electric distribution and transmission facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

15. This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of November, 1997.

UNION ELECTRIC COMPANY

By: William J. Carr

Title: Vice President

ATTEST:

JK Waters
Asst. Secretary

GASCOSAGE ELECTRIC
COOPERATIVE

By: Walter R. Wader

Title: Board President

ATTEST:

Nanne Ziddle
Secretary

EXHIBIT 1

Electric Service Area of Company
Meters and Bounds Description

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.

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, AND 32 OF TOWNSHIP 40 NORTH, RANGE 13 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF FRACTIONAL SECTION 1, TOWNSHIP 39 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG THE EAST LINE OF FRACTIONAL SECTION 1, AND SECTIONS 12, 13, 24, 25, AND 36 OF TOWNSHIP 39 NORTH, RANGE 14 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, AND 13 OF TOWNSHIP 38 NORTH, RANGE 14 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 13, 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 6 MILES, TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 WEST; THENCE NORTH, A DISTANCE OF 1 MILE, 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, A DISTANCE OF 1 MILE, TO THE

SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 1 MILE, 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, A DISTANCE OF 1 MILE, TO THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH, A DISTANCE OF 1 MILE, TO THE NORTHWEST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 15 WEST; THENCE 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 2

Highway Maps Depicting the Electric Service Area of Company and Cooperative

Camden County

Exhibit 2A

Miller County

Exhibit 2B

Maries County

Exhibit 2C

Pulaski County

Exhibit 2D

Phelps County

Exhibit 2E

EXHIBIT 3

Electric Service Area of Cooperative
Metes and Bounds Description

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; THENCE LEAVING SAID PULASKI/MILLER COUNTY LINE, NORTH ALONG THE WEST LINE OF SECTIONS 18, 7, AND 6 OF TOWNSHIP 38 NORTH, RANGE 13 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID

POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 39 NORTH,
RANGE 13 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18,
7, AND FRACTIONAL SECTION 6 OF TOWNSHIP 39 NORTH, RANGE 13 WEST, TO THE
NORTHWEST CORNER OF SAID FRACTIONAL SECTION 6, 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.

PHELPS COUNTY, MISSOURI

BEGINNING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 10 WEST, SAID POINT ALSO BEING ON THE MARIES/PHELPS COUNTY LINE; THENCE ALONG SAID MARIES/PHELPS COUNTY LINE ON THE FOLLOWING COURSES AND DISTANCES:

EAST, A DISTANCE OF 2.9 MILES, MORE OR LESS, TO THE CENTER OF THE GASCONADE RIVER; THENCE NORTHERLY AND EASTERLY ALONG AND WITH THE MEANDERINGS OF SAID GASCONADE RIVER, A DISTANCE OF 6 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9 WEST; THENCE EASTERLY, A DISTANCE OF 3.2 MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 WEST; THENCE LEAVING SAID MARIES/PHELPS COUNTY LINE, SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, 18, 19, 30, AND 31 OF TOWNSHIP 38 NORTH, RANGE 8 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 8 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, 18, 19, 30, AND 31 OF TOWNSHIP 37 NORTH, RANGE 8 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, 18, 19, 30, AND 31 OF TOWNSHIP 36 NORTH, RANGE 8 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36,

TOWNSHIP 36 NORTH, RANGE 9 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, AND 33 OF TOWNSHIP 36 NORTH, RANGE 9 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 9 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 10 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 AND 11 OF TOWNSHIP 35 NORTH, RANGE 10 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 11 AND 10 OF TOWNSHIP 35 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE PULASKI/PHELPS COUNTY LINE; THENCE NORTH ALONG THE SAID PULASKI/PHELPS COUNTY LINE, A DISTANCE OF 17 MILES, MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 10 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.

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 18, 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.

EXHIBIT B

Gascoage Electric Cooperative Board of Directors Resolution

CERTIFICATE OF RESOLUTION

I Norma Riddle, hereby certify that: I am the secretary of Gascosage Electric Cooperative (hereinafter called the "Cooperative"), the following is a true and correct copy of a resolution duly adopted by the board of directors of the Cooperative at the regular meeting held October 28, 1997, and was entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative, and said resolution has not been rescinded or modified.

RESOLVED: that the proposed Territorial Agreement between Gascosage Electric Cooperative and Union Electric Company, as presented to this meeting, be and the same is hereby approved; and

BE IT FURTHER RESOLVED: that the officers, general manager, staff and law firm of Andereck, Evans, Milne, Peace & Baumhoer are hereby authorized to take such actions and execute such documents as are in their judgment necessary or appropriate to carry out the intent of this resolution including but not limited to execution of the Territorial Agreement and the filing of the application with the Missouri Public Service Commission for approval of the proposed Territorial Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Cooperative this 10th day of December 1997.


Secretary

(seal)

EXHIBIT C

**Gascosage Electric Cooperative Articles of Incorporation
and Certificate of Incorporation**

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

GASCOSAGE ELECTRIC COOPERATIVE

I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI AND KEEPER OF THE GREAT SEAL THEREOF, DO HEREBY CERTIFY THAT THE ANNEXED PAGES CONTAIN A FULL, TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENTS ON FILE AND OF RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 3RD DAY OF NOVEMBER, 1997.

Rebecca McDowell Cook
Secretary of State



STATE OF MISSOURI

OFFICE OF THE SECRETARY OF STATE

AN ASSOCIATION Organized under the name of
CASCOACH ELECTRIC COOPERATIVE

is in the office of the Secretary of State Articles
of Association or Agreement in writing, as provided by law,
in all requests complied with the requirements of
the law for the formation of Rural Electric Co-operative
Associations for

CO-OPERATIVE RURAL ELECTRIC PURPOSES:

WILSON HILL, I, **WILSON HILL**, Secretary of State of the
State of Missouri, in virtue and by authority of law, do
hereby certify that said association has, on the date hereof,
become a body corporate, duly organized under the name of

CASCOACH ELECTRIC COOPERATIVE

located at Dixon and is entitled to all the rights and
privileges granted to Rural Electric Co-operative Associations
under the laws of this State for a term of Twenty-five years.

IN TESTIMONY WHEREOF, I hereunto set my
hand and affix the Great Seal of the
State of Missouri. Done at the City
of Jefferson, this Eighteenth day
of September A.D., Nineteen Hundred
and Forty-five:

Herbert R. Hill
Secretary of State

P. J. Hill

ARTICLES OF INCORPORATION

of

Gascosage Electric Cooperative
executed pursuant to the Rural
Electric Cooperative Act, Mo.
Rev. Stat. (1939) Section 5386
et seq.

We, the undersigned, do hereby execute the within
articles for the purpose of organizing a cooperative, non-profit,
membership corporation (herein designated as the "Cooperative")
under the laws of the State of Missouri pursuant to the Rural
Electric Cooperative Act, Mo. Rev. Stat. (1939) Section 5386
et seq.

FIRST. The name of the Cooperative is Gascosage
Electric Cooperative.

SECOND. The address of the principal office of the
Cooperative is Dixon, County, of Pulaski, State of Missouri.

THIRD. The names and addresses of the incorporators
of the Cooperative are:

NAMES

ADDRESSES

Willard Humphrey

Iberia, Missouri

L. W. Keeth

Iberia, Rt. 2, Missouri

John Woolery

Iberia, Rt. 2, Missouri

Ferrel H. Roam

Richland, Missouri

Barney Stokes

Hancock, Rt. 1, Missouri

A. W. Davis

Dixon, Missouri

Jos. B. Lischwe

Dixon, Missouri

Adam E. Copeland

Dixon, Missouri

Victor D. Street

Dixon, Missouri

FOURTH. The names and addresses of the persons who shall constitute the first Board of Directors of the Cooperative are:

<u>NAMES</u>	<u>ADDRESSES</u>
Willard Humphrey	Iberia, Missouri
L. W. Keeth	Iberia, Rt. 2, Missouri
John Woolery	Iberia, Rt. 2, Missouri
Ferrel H. Roam	Richland, Missouri
Barney Stokes	Hancock, Rt. 1, Missouri
A. W. Davis	Dixon, Missouri
Jos. B. Lischwe	Dixon, Missouri
Adam E. Copeland	Dixon, Missouri
Victor D. Street	Dixon, Missouri

IN TESTIMONY WHEREOF we have hereunto set our hands this 17th day of September, 1945.

Willard Humphrey
L. W. Keeth
John Woolery
Ferrel H. Roam
Barney Stokes
A. W. Davis
Jos. B. Lischwe
Adam E. Copeland
Victor D. Street

STATE OF MISSOURI }
COUNTY OF PULASKI } SS

Before me, the undersigned, a notary public, in and for said county and state on this 17th day of September, 1945, personally appeared: Willard Humphrey, Ferrel H. Roam, Barney Stokes, Jos. B. Lischwe, A. W. Davis, L. W. Keeth, John Woolery, Victor D. Street, and Adam E. Copeland

to me known to be the identical persons who executed the within and foregoing instrument of writing and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Pulaski County on this 17th day of September, 1945.

Chris Heasman
Notary Public

(Seal)

My Commission expires 12-1- 1947

**FILED AND CERTIFICATE OF
INCORPORATION ISSUED**

SEP 18 1945

Frederick R. Lee
Secretary of State

DOMESTIC

No. 25838 Subscribed - 10000

Articles of Incorporation

NAME
Glencoe Glass Company

Place of Business

St. Louis, Mo.

Amount of authorized shares

or

Twenty-five thousand

Capital

Five hundred

Value

FILED FOR RECORD
IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT

AND

RECORDED