

Exhibit No.:
Issues: Union Electric Company
d/b/a AmerenUE / Gasco
Exchange -- All
Witness: Larry D. Merry
Type of Exhibit: Direct Testimony
Sponsoring Party: Union Electric Company
d/b/a AmerenUE
Case No.: EO-2002-178
Date Testimony Prepared: October 25, 2001

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EO-2002-178

Direct Testimony

of

Larry D. Merry

FILED³

OCT 30 2001

**Missouri Public
Service Commission**

NON-PROPRIETARY

*Jefferson City, Missouri
October 25, 2001*

MISSOURI PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

KAREN LEE FISHBACK
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF COLE
My Commission Expires Sept. 24, 2005

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Missouri Public Service Commission ("Commission") issue an order (1) approving a change in electric supplier, for approximately 1200 structures in and around the cities of Brumley and Ulman, from AmerenUE to GEC, pursuant to Section 393.106 RSMo. 2000; (2) authorizing the sale, transfer, and assignment of certain substations and electric distribution facilities, easements, and other rights generally constituting AmerenUE's electric utility business associated with said structures, pursuant to Section 393.190 RSMo. 2000; and (3) approving the First Amendment to the existing Territorial Agreement that was approved by the Commission by Report and Order in Case No. EO-98-279 (hereinafter the "First Amendment" and "Territorial Agreement") pursuant to Section 394.312 RSMo. 2000.

Q. WHAT RELIEF ARE THE APPLICANTS IN THIS MATTER REQUESTING FROM THE COMMISSION?

A. AmerenUE and GEC are requesting that the Commission issue an order (1) approving a change in electric supplier from AmerenUE to GEC, for approximately 1200 structures in and around the cities of Brumley and Ulman, for reasons other than rate differential, and on the basis that this change is in the public interest; (2) authorizing AmerenUE to sell, transfer, and assign to GEC certain substations and electric distribution facilities, easements, and other rights generally constituting AmerenUE's electric utility business associated with said structures, as more particularly described in the Contract for the Purchase and Sale of Distribution Facilities dated October 9, 2001 (the "Contract"), which is attached as **Schedule 1** hereto; (3) finding that the designated electric service areas of AmerenUE and GEC, as set forth in the First Amendment which is attached as **Schedule 2** hereto, are not detrimental to the public interest, and approving the First Amendment; (4) finding that the First Amendment shall not impair AmerenUE's certificates of public convenience and necessity, except as specifically limited by the First

1 Amendment; (5) approving AmerenUE's changes to its tariffs as shown in its Illustrative Tariffs,
2 which are attached as **Schedule 3** hereto; (6) authorizing AmerenUE to perform in accordance
3 with the terms of the First Amendment and the Contract, and entering into and executing all
4 other documents reasonably necessary and incidental to the performance of the transactions
5 which are the subject of the Contract, the First Amendment, and this Joint Application; and (7)
6 granting such other relief as deemed necessary to accomplish the purposes of this Joint
7 Application.

8 **II. THE CONTRACT**

9 **Q. ARE YOU FAMILIAR WITH THE CONTENTS OF THE CONTRACT?**

10 A. Yes, I negotiated the Contract for AmerenUE. I have attached as **Schedule 1** to my
11 testimony, a copy of the Contract between AmerenUE and GEC.

12 **Q. WHAT IS THE PURPOSE OF THE CONTRACT?**

13 A. In the Joint Application, AmerenUE and GEC are requesting that the Commission issue
14 an order approving a change in electric supplier from AmerenUE to GEC, for approximately
15 1200 structures in and around the cities of Brumley and Ulman, for reasons other than rate
16 differential, and on the basis that this change is in the public interest. The transferred structures
17 and associated customers are identified in **Exhibit A** to the Contract. The Contract also provides
18 for an orderly method of transferring said structures from AmerenUE to GEC and it is the legal
19 instrument that sets forth the terms and conditions under which AmerenUE sells, transfers and
20 assigns to GEC, the substations, electric distribution facilities, easements and other rights
21 generally constituting AmerenUE's electric utility business associated with said structures. The
22 specific facilities to be transferred are identified in **Exhibit B** to the Contract, and those assets
23 specifically not included in the transfer to GEC, are identified in **Exhibit C** to the Contract.

1 **Q. DOES THE CONTRACT EXCHANGE ANY STRUCTURES?**

2 A. No, it does not. Section 393.106.2 RSMo. 2000 permits a change in electric supplier to a
3 structure permanently served by an electrical corporation, only by order of the Commission, on
4 the basis that it is in the public interest, and for a reason other than rate differential. In fact, one
5 of the conditions precedent in Article III of the Contract is receipt of an order from the
6 Commission authorizing the change in supplier for approximately 1200 structures within and
7 around the communities of Brumley and Ulman. Thus, the actual transfer of the structures and
8 their associated customers, if approved by the Commission, will be accomplished by a
9 Commission order. Nevertheless, the Contract identifies the structures to be transferred in
10 **Exhibit A** of the Contract, outlines the method of customer transfer in Article V, and defines the
11 responsibility of the parties for interim operation in Article VI.

12 **Q. BRIEFLY DESCRIBE THE METHOD OF STRUCTURE/CUSTOMER**
13 **TRANSFER.**

14 A. After receipt of Commission approval, the structures and associated customers shall be
15 transferred simultaneously with the physical removal of their associated electrical distribution
16 facilities from AmerenUE's system and subsequently connected to GEC's system. This physical
17 process is referred to as a "cutover." This method of transferring customers is flexible; it permits
18 customers to be transferred in defined groups and the transfers can occur over time as AmerenUE
19 and GEC cutover the electrical distribution facilities by line segments. At the time of the
20 customer's transfer, AmerenUE shall read the customer's meter and it shall issue to the customer
21 a final bill, reduced by any applicable deposit.

1 **Q. PLEASE BRIEFLY DESCRIBE THE PRINCIPAL TERMS OF THE CONTRACT**
2 **RELATED TO THE SALE, TRANSFER AND ASSIGNMENT OF FACILITIES.**

3 A. The Contract provides for the sale of the facilities listed in **Exhibit B** of the Contract, and
4 their associated easements and other property rights, from AmerenUE to GEC, for a purchase
5 price that is stated in a letter from John W. Greenlee to Larry D. Merry dated October 1, 2001,
6 which is attached hereto as **Schedule 4**. These assets are being sold "AS IS" with no warranty of
7 any kind. The Contract in **Exhibit C** expressly identifies assets that, while presently used to
8 serve the structures listed in **Exhibit A** to the Contract, are not part of the sale to GEC.

9 **Q. BRIEFLY DESCRIBE THE ASSETS THAT ARE BEING SOLD TO GEC.**

10 A. The assets to be transferred to GEC include (1) the Brumley and Keethtown substations,
11 (2) approximately two hundred thirty (230) circuit miles of distribution facilities used to serve
12 the structures that are transferred under this Agreement, which include approximately fourteen
13 (14) miles of 34 kV circuit with associated poles, insulators, cross-arms, conductors and other
14 hardware, the remainder being 12 kV circuits with associated poles, insulators, cross-arms,
15 conductors and other hardware, and associated property rights such as easements. Included in
16 this inventory of distribution facilities are approximately: 5000 poles, 1000 transformers and 2.5
17 million feet of conductor.

18 **Q. BRIEFLY DESCRIBE THOSE ASSETS THAT ARE NOT BEING SOLD TO GEC**
19 **AND THEREFORE ARE BEING RETAINED BY AMERENUE.**

20 A. AmerenUE assets presently being used to serve customers in and around Brumley and
21 Ulman, not to be sold to GEC include: revenue meters with all associated AMR equipment, 34.5
22 kV transformers, regulators, and reclosures, all transmission line facilities above 34.5kV, and the
23 Mobile N substation currently located at Keethtown Substation. In addition, AmerenUE will

1 retain all necessary distribution facilities in the area required to serve its customers not
2 transferred under this Agreement.

3 **Q. WILL AMERENUE MAINTAIN FACILITIES IN THE SERVICE TERRITORY**
4 **OF GEC?**

5 A. Yes. The Territorial Agreement permits this and AmerenUE will continue to have
6 facilities in its service territory beyond the boundaries of the Territorial Agreement. As I have
7 already mentioned, AmerenUE will continue to serve customers in GEC's service territory for
8 which it must maintain distribution facilities. AmerenUE may also have to construct additional
9 facilities through GEC's service territory to serve new loads beyond the area of the Territorial
10 Agreement.

11 **III. THE TRANSFER OF THE STRUCTURES AND ASSOCIATED CUSTOMERS IS**
12 **IN THE PUBLIC INTEREST**
13

14 **Q. WHY DID AMERENUE ENTER INTO THE CONTRACT?**

15 A. AmerenUE entered into the contract with GEC because the transfer of structures and
16 associated customers, along with the First Amendment, provide benefits to all parties involved:
17 the transferred customers, AmerenUE and GEC. The customers benefit from increased reliability
18 and voltage support because of GEC's plans to upgrade and replace certain facilities in the area.
19 GEC benefits because of the expansion of its business. Finally, AmerenUE benefits because of
20 the economics involved with providing service to this area. AmerenUE cannot justify the
21 upgrades that GEC has planned and just the normal routine cost of maintaining and operating the
22 distribution facilities in this area does not allow for an acceptable level of financial return for
23 AmerenUE. Because of the geography and the arrangement of our physical facilities, this area
24 does not fit well with AmerenUE's distribution business plan.

**Q. WHAT ECONOMIC ANALYSIS HAS BEEN DONE TO ANALYZE THE
IMPACT OF THE SALE OF FACILITIES ON AMERENUE?**

A. I analyzed the sale of facilities using AmerenUE's EVA EVALUATE program, version 2000.02. The results of the EVA EVALUATE show a positive benefit to AmerenUE during the first five (5) years after the transfer of the facilities and customers, without crediting any benefit attributable to generation savings, which is AmerenUE's internal acceptance criteria for entering into a transaction of this type.

**Q. WHY IS THE TRANSFER OF THE STRUCTURES AND ASSOCIATED
CUSTOMERS IN THE PUBLIC INTEREST?**

A. I believe that it is in the public interest to transfer the structures and customers in question from AmerenUE to GEC at this time, because the transfer (i) would improve electric service reliability, (ii) responds to the previous customers' requests for improved service, and (iii) permits AmerenUE to prudently employ its capital resources.

The transfer of customers and their related electrical distribution facilities would improve the reliability of electric service. Presently, AmerenUE serves many of the approximately 1200 structures in Camden and Miller Counties it proposes to transfer to GEC from its Brumley substation. A radial 34.5 kV subtransmission line on public right-of-way feeds the Brumley Substation. This line also serves the Equiline pumping station in Pulaski County. The pump station and the Brumley Substation have a total of 21.3 miles of exposure on this radial 34.5 kV line. After the transfer, GEC will connect the transferred facilities into the transmission grid of Sho-Me Power Cooperative, its transmission cooperative. Sho-Me Power plans to build a looped 69 kV transmission line which will serve the area.

1 There are also customers in Miller County (those in and around Ulman and along
2 Highway C) that are presently served by AmerenUE by a long single-phase line. After the
3 transfer, GEC plans to build a three-phase distribution line north from Brumley through Ulman to
4 Highway 17 to provide better voltage conditions and reliability in this area and to supply future
5 three-phase loads. The existing 34.5 kV line will be utilized as a three-phase 12.47 kV feeder to
6 serve customers southeast of the Brumley substation. A single-phase line presently serves this
7 area. The three-phase line will improve voltage conditions and reliability in the area.

8 Mr. John Greenlee, General Manager of GEC, in his Direct Testimony will provide
9 additional details on GEC's construction plans and its ability to serve the transferred area after
10 the transfer.

11 In the past, the Commission has received complaints from customers in the
12 Brumley/Ulman area complaining about the quality of electric service. Copies of these
13 complaints are attached to my testimony as **Schedule 5**. Many of these complaints concerned the
14 need to upgrade certain poles along Highway C. While AmerenUE has replaced some of the
15 poles in question, after the transfer, GEC plans to replace approximately 700 poles that have
16 deteriorated over time. I also would like to note, that some of these complaints inquire about
17 transferring service from AmerenUE to GEC.

18 The transfer would also allow AmerenUE to efficiently employ its capital. The
19 Brumley/Ulman area is located in our Lakeside District, which includes both rural and urban
20 areas. The Brumley/Ulman area is rural in nature and it is located at the outer reaches of
21 AmerenUE's service area. Because of geography and the location of AmerenUE's existing
22 facilities, the cost to build redundant power feeds in this area is prohibitive. Capital spending of
23 this nature also cannot satisfy internal AmerenUE criteria given the low customer density in the

1 area. Therefore, the transfer permits AmerenUE to employ its capital in the other areas to greater
2 effect.

3 **IV. CUSTOMER NOTIFICATION**

4 **Q. IN THE REPORT AND ORDER ON REHEARING FOR CASE NO. EO-98-511**
5 **ET AL., THE COMMISSION OPINED THAT, IN THE FUTURE, ELECTRIC**
6 **SUPPLIERS WHO ENTER INTO TERRITORIAL AGREEMENTS INVOLVING**
7 **EXCHANGE OF CUSTOMERS SHOULD PROVIDE AFFECTED CUSTOMERS WITH**
8 **A PROCESS FOR DIRECT INPUT INTO THE TRANSACTION. WHAT EFFORTS**
9 **HAVE AMERENUE AND GEC TAKEN TO PROVIDE FOR DIRECT INPUT FROM**
10 **ITS CUSTOMERS AFFECTED BY THE TERRITORIAL AGREEMENT?**

11 A. Both AmerenUE and GEC agree that it is desirable to obtain direct input from the
12 potentially-affected customers early in the process. By soliciting input early, the customers'
13 concerns can be identified, questions can be answered, and the terms of the Territorial Agreement
14 modified, as required.

15 **Q. PLEASE DESCRIBE THE PROCESS USED TO INVOLVE AFFECTED**
16 **CUSTOMERS.**

17 A. The affected customers were notified of this proposed transfer, from AmerenUE to GEC,
18 on or about September 14, 2001. Enclosed, with the notification letter, was a rate comparison
19 and a brochure explaining the proposed exchange and providing information about GEC. The
20 notification letter invited affected customers to meet representatives of the Applicants on October
21 20, 2001, from 11:00 AM to 3:00 PM at the public school in Iberia. The Commission Staff and
22 Office of the Public Counsel received invitations to attend the informational meeting. **Schedule**
23 **6** to my testimony is a copy of a typical customer notification letter, its attachments, and letters

1 informing the Commission Staff and Office of the Public Counsel of the informational meetings.
2 On the same day the letters were to be mailed, a joint news release was issued to inform everyone
3 in the combined service area of both companies of the proposed Agreement. While each
4 company was responsible to notify its customers/members, both companies cooperated in the
5 development of the notification letter and brochure.

6 Next, AmerenUE and GEC held a customer informational meeting on October 20, 2001,
7 from 11:00 AM to 3:00 PM at the public school in Iberia. Both AmerenUE and GEC felt that
8 customer input would be maximized by face-to-face meetings. During the meeting, personnel
9 from AmerenUE and GEC were available to answer customer questions.

10 **Q. DID YOU PERSONALLY ATTEND ANY OF THE MEETINGS?**

11 A. I attended the public meeting along with my associates, Bob Schnell, Supervising
12 engineer; Janet Beck, Customer Service Supervisor; Gaye Suggett, Customer Service Advisor;
13 and Lori Hoelscher, Customer Service Advisor. Representatives from GEC were also present at
14 the meeting.

15 **Q. HOW WERE QUESTIONS FROM THE PUBLIC HANDLED?**

16 A. During the customer meeting, personnel from AmerenUE or GEC provided answers to
17 each of the customer's/member's questions.

18 **Q. DID YOU FEEL THAT THE MEETINGS WERE WORTHWHILE?**

19 A. Yes. I felt the meeting was helpful in relieving some of the apprehensions and anxieties
20 of changing electric suppliers. The meeting also gave AmerenUE customers an opportunity to
21 talk to GEC representatives.

22 **Q. WAS THE COMMISSION INFORMED OF THE MEASURES AMERENUE WAS**

1 **TAKING TO INFORM CUSTOMERS AFFECTED BY THE PROPOSED**
2 **TERRITORIAL AGREEMENT?**

3 A. Yes. As a matter of fact, a representative from the Commission Staff attended the
4 meeting and talked with many of AmerenUE's customers at that time. In addition, the Office of
5 the Public Counsel was notified of the meeting, by letter, on or about September 13, 2001.

6 **V. THE FIRST AMENDMENT**

7 **Q. HAS THE COMMISSION APPROVED A TERRITORIAL AGREEMENT**
8 **BETWEEN AMERENUE AND GEC?**

9 A. The Commission approved the Territorial Agreement between AmerenUE and GEC by
10 Report and Order in Case No. EO-98-279, which became effective on June 23, 1998. The
11 Territorial Agreement specifically designated electric service area boundaries between
12 AmerenUE and GEC for service of new structures in Camden, Miller, Maries, Phelps, and
13 Pulaski Counties.

14 **Q. WHAT IS THE PURPOSE OF THE FIRST AMENDMENT?**

15 A. The First Amendment is required because it updates the electric service territories for new
16 structures to permit GEC to serve new structures in the Brumley and Ulman areas. Pursuant to
17 the Territorial Agreement, all structures to be transferred pursuant to the Contract are located in
18 the service area of AmerenUE. While this fact would not prevent the transfer of the existing
19 structures under the Contract, it would prevent new structures in the area to be served by GEC.
20 This is not desirable over the life of the Territorial Agreement. Therefore, to facilitate the
21 transfer and future service by GEC in and around Brumley and Ulman, AmerenUE and GEC
22 desire to modify the designated boundaries of the electric service area of each company in
23 Camden and Miller Counties. To this end, the Applicants have entered into the First

1 Amendment, which is attached to my testimony as **Schedule 2**. All structures to be transferred
2 from AmerenUE to GEC, under the Contract, are located within the electric service area of GEC
3 in accordance with the First Amendment. AmerenUE cannot serve new customers in this area
4 after its approval.

5 **Q. IDENTIFY, FOR THE RECORD, SCHEDULE 2 TO YOUR TESTIMONY.**

6 A. **Schedule 2** is the First Amendment between AmerenUE and GEC, without Exhibit 2, the
7 maps, because they have been previously filed with the Commission. The required metes and
8 bounds descriptions of the amended electric service areas of AmerenUE and GEC are part of the
9 Exhibits to the First Amendment.

10 **Q. DOES THE FIRST AMENDMENT AFFECT, IN ANY WAY, ANY OTHER**
11 **ELECTRIC SERVICE PROVIDERS?**

12 A. The First Amendment only establishes amended electric service territories for the
13 Applicants in Camden and Miller Counties; it does not affect, in any way, the rights of or the
14 service area of any other electric service provider.

15 **Q. DO THE FIRST AMENDMENT OR THE TERRITORIAL AGREEMENT LIMIT**
16 **THE CONSTRUCTION OF TRANSMISSION AND DISTRIBUTION FACILITIES?**

17 A. Neither the First Amendment nor the Territorial Agreement limit either company's right
18 to construct transmission and distribution facilities, wherever necessary, including but not limited
19 to, the electric service area of the other party, as the parties see fit in order to provide electric
20 service in their respective areas.

21 **Q. DOES THE FIRST AMENDMENT CONTAIN ANY PROVISION TO ALLOW A**
22 **STRUCTURE TO RECEIVE SERVICE FROM ANY PARTY ALTHOUGH THE**
23 **STRUCTURE IS LOCATED IN THE ELECTRIC SERVICE AREA OF THE OTHER?**

1 A. The First Amendment contains a provision that permits AmerenUE to serve new
2 structures in the Brumley and Ulman areas during the transition period after the Contract and
3 First Amendment have been approved by the Commission. In the event GEC cannot serve a
4 customer, AmerenUE will serve it. This provision provides for an orderly transfer of customers
5 and facilities and saves money and time spent on unnecessary line extensions.

6 **Q. HOW LONG DOES THE FIRST AMENDMENT REMAIN IN EFFECT?**

7 A. The Territorial Agreement's term is perpetual and this provision is not affected by the
8 First Amendment.

9 **Q. WILL AMERENUE REQUIRE ANY ADDITIONAL FRANCHISES AS A**
10 **RESULT OF ENTERING INTO THE FIRST AMENDMENT?**

11 A. No.

12 **Q. WILL AMERENUE TRANSFER ANY FRANCHISES TO GEC PURSUANT TO**
13 **THE FIRST AMENDMENT?**

14 A. No.

15 **Q. ARE TARIFF CHANGES REQUESTED?**

16 A. Yes. AmerenUE is also requesting that the Commission approve changes to the service
17 area shown in AmerenUE's tariffs. Illustrative tariff sheets showing the requested changes are
18 attached hereto as **Schedule 3**. The illustrative tariff for Miller County includes a note that
19 reflects AmerenUE's right to serve customers pursuant to the terms of the existing Territorial
20 Agreement, as amended by the First Amendment. The illustrative tariff for Camden County
21 reflects the fact that AmerenUE's rights and obligations to serve structures in Section 20 in
22 Township 38N and Range 14W are limited by the First Amendment. This is the only section in
23 Camden County so impacted.

1 **Q. DOES AMERENUE REQUIRE ANY OTHER CHANGES TO ITS CERTIFICATE**
2 **OF PUBLIC CONVENIENCE AND NECESSITY?**

3 A. Because AmerenUE has a Certificate of Public Convenience and Necessity for the entire
4 area it proposes to serve after Commission approval of the First Amendment, it is not requesting
5 any additions to said Certificate.

6 **VI. THE FIRST AMENDMENT IS IN THE PUBLIC INTEREST**

7 **Q. WHY IS THE FIRST AMENDMENT IN THE PUBLIC INTEREST?**

8 A. The principal advantage of the Territorial Agreement is that it prevents duplication of
9 facilities in the affected areas. Prior to Commission approval of the Territorial Agreement, there
10 was little or no duplication between AmerenUE and GEC. The Territorial Agreement essentially
11 locked this benefit in place. This advantage is preserved by the First Amendment. There is no
12 duplication of facilities in the Brumley/Ulman area at this time. Since GEC plans to use facilities
13 received from AmerenUE to serve both the transferred customers and new members, and
14 AmerenUE is precluded from serving in this area in the future, the advantage of preventing
15 duplication of facilities is preserved by the First Amendment. The First Amendment allows the
16 transfer of facilities required by the Contract to be implemented because AmerenUE will no
17 longer need facilities to serve new customers in the Brumley/Ulman areas.

18 Finally, the First Amendment contains a provision that permits AmerenUE to serve new
19 structures in the Brumley and Ulman areas during the transition period after the Contract and
20 First Amendment have been approved by the Commission. In the event GEC cannot serve the
21 customer, AmerenUE will serve it. This provision provides for an orderly transfer of customers
22 and facilities and saves money and time spent on unnecessary line extensions.

1 **VII. INTERVENTION**

2 **Q. HAS ANY PARTY INTERVENED IN THIS CASE?**

3 A. Yes, two AmerenUE unions, Operating Engineers Local 148 and IBEW Local 1455 have
4 made application to intervene in this case. At this time, the Commission has not ruled on their
5 applications to intervene.

6 **Q. WHAT IS THE IMPACT OF THE PROPOSED TRANSFER OF CUSTOMERS**
7 **ON THESE TWO UNIONS?**

8 A. AmerenUE has a labor agreement with Operating Engineers Local 148 that remains in
9 effect until July 1, 2002, and a labor agreement with IBEW Local 1455 that remains in effect
10 until June 30, 2003. The proposed customer transfer in this case has no immediate impact on
11 both unions. In the long term, one can only speculate on the impact, if any, of this proposed
12 change.

13 **Q. WILL ANY BARGAINING UNIT EMPLOYEES, REPRESENTED BY EITHER**
14 **OPERATING ENGINEERS LOCAL 148 OR IBEW LOCAL 1455, BE LAID OFF BY**
15 **VIRTUE OF COMMISSION APPROVAL OF THIS PROPOSED CUSTOMER**
16 **EXCHANGE?**

17 A. No, for two reasons. First, we have a manning agreement with Operating Engineers
18 Local 148 which stipulates the minimum level for staffing. We are currently just above that
19 level. Second, AmerenUE has made a commitment to downsize the workforce primarily through
20 attrition. As with all changes, the effect of the customer transfer on the workload will be
21 evaluated in context with all of the other factors that come into play concerning workload. This
22 process exists today and is an ongoing process. If, in the future, the workload in the Lakeside
23 District requires a different level of staffing than what currently is in place, then AmerenUE will

1 move to adjust staffing accordingly. At all times, AmerenUE shall comply with any labor
2 contracts and agreements that govern such matters.

3 **Q. ARE YOU ASKING THAT THE COMMISSION APPROVE THE CONTRACT,**
4 **FIRST AMENDMENT AND THE TARIFF CHANGES AS PRESENTED?**

5 A. Yes.

6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 A. Yes, it does.

LIST OF SCHEDULES

- Schedule 1** Contract for the Purchase and Sale of Distribution Facilities between Union Electric Company and Gascosage Electric Cooperative
- Schedule 2** First Amendment to the Territorial Agreement between Union Electric Company and Gascosage Electric Cooperative
- Schedule 3** Illustrated Tariffs
- Schedule 4** John W. Greenlee Letter to Larry D. Merry dated October 1, 2001
(Highly Confidential)
- Schedule 5** Customer Complaints
- Schedule 6** Typical Customer Notification Letters with Associated Attachments, Letters to Commission Staff and Office of the Public Counsel

CONTRACT FOR
PURCHASE AND SALE
OF DISTRIBUTION FACILITIES

between

UNION ELECTRIC COMPANY

and

GASCOSAGE ELECTRIC COOPERATIVE

FILED³

OCT 30 2001

**Missouri Public
Service Commission**

**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: 

Title: Vice President

ATTEST:

By: 

Title: ASST. 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 KTHWTN EXT J | BRUMLEY | MO | 65017 | 60936526 |
| ALLTEL MISSOURI INC | L10 22 BRUM KTWN 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 |
| APPEGATE WILBUR | RR 1 BOX 10A | TUSCUMBIA | MO | 65082 | 15328970 |
| APPEGATE 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 EXT N 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 EXT N 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 EXT F WELL2 | TUSCUMBIA | MO | 65082 | 96578182 |
| ATRA DATA INC DBA CIRCLE | N HWY C ULMAN EXT F WELL3 | TUSCUMBIA | MO | 65082 | 97468674 |
| ATRA DATA INC DBA CIRCLE | N HWY C ULMAN EXT F WELL4 | TUSCUMBIA | MO | 65082 | 60625176 |
| 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 EXT N 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 EXT N | 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 KEETH TOWN 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
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| 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 KTNW 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 |

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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 EXT N | 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 EXT N | 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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| 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 KEETH TOWN EXT 14J | BINTOWN | MO | 65017 | 15328992 |
| DAVIS VERA | BRUMLEY DEANE CRK EXT 3K | BRUMLEY | MO | 65017 | 62953744 |
| DE VORE RAWL | ULMAN EXT N 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 KEETH TOWN | 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 |
| DETTLAFF JAMES R JR | BRUM KEETH EXT J | BRUMLEY | MO | 65017 | 91319179 |
| DEVORE RUBY | BRUM KEETH EXT 7J | 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 42 HWY 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 EXT N 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 EXT 18J | 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-KHTN EXT18J | BRUMLEY | MO | 65017 | 16853502 |
| DUNCAN TIM | N11 2 BRUM KHTN 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 |

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 |
|----------------------|--------------------------|-------------|--------------|------------|-------------------------|
| 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 | ROUTE1 | 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 | HWYJJ 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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| Customer Name | Service Address | City | State | Zip | Meter Number |
|--------------------------|---------------------------|-------------|--------------|------------|-------------------------|
| 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 KEETH TOW | 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 EXT N L | ULMAN | MO | 65083 | 15348571 |
| HILL BERT E | 869 LOCUST | BRUMLEY | MO | 65017 | 97672631 |
| HIX ROBERT H | ULMAN EXT N 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 EXT N 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 |

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| 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 |
| JEFFERIES 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 KTHTWN | 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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|-----------------------|--------------------------|-------------|--------------|------------|-------------------------|
| 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 KHTN 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 |

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

| 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-KEETHTOWN | 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 KEETHTOWN 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 EXTN 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 EXTN 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 EXTN 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 | HIGHWAY 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 |
| NORTHRIP BILL | HWY 42 1000 FT E JUDDVIL | BRUMLEY | MO | 65017 | 56815779 |
| NORTHRIP BILL | HWY 42 | BRUMLEY | MO | 65017 | 65259320 |
| NORTHRIP 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
ELECTRIC COOPERATIVE**

| 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 |

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

| 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 |

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

| 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 |

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 |
|----------------------|--------------------------|-------------|--------------|------------|-------------------------|
| 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 KEETHTOWN 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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ELECTRIC COOPERATIVE**

| 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 |

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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 |
| WHITTLE 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 EXT N 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.

OCT 30 2001

FIRST AMENDMENT TO TERRITORIAL AGREEMENT Missouri Public Service Commission

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 1 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 J. 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**

**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.

EXHIBIT 5

UNION ELECTRIC COMPANY ILLUSTRATIVE TARIFFS

FILED³

OCT 30 2001

**Missouri Public
Service Commission**

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 57th RevisedSHEET NO. 11CANCELLING MO. P. S. C. SCHEDULE NO. 56th RevisedSHEET NO. 11

APPLYING TO

MISSOURI SERVICE AREA

CAMDEN COUNTY

All of CAMDEN county which is north of the township line dividing Township 37 North and Township 38 North and east of the Range line dividing Range 17 West and Range 18 West, but excluding Section 31, and such portion of Section 32 as is west of Lake Road 5-27, both in Township 40 North, Range 17 West, and also excluding the incorporated municipality of Camdenton and such portion of the incorporated municipality of Linn Creek as is both south of the North Fork of Linn Creek and within the city limits of Linn Creek as it existed on March 11, 1987.

The Company's right and duty to serve retail electric customers is limited by a territorial agreement between it and Laclede Electric Cooperative approved in Case No. EO-95-151.

*In Section 20 in Township 38N, Range 14W, the Company's right and obligation to serve in Camden County is limited by the terms of the Territorial Agreement between Company and Gascoage Electric Cooperative as approved in Case No. EO-98-279 as amended by the First Amendment to the Territorial Agreement in Case No. _____.

CAPE GIRARDEAU COUNTY

| TOWNSHIP | RANGE | SECTIONS/U.S. SURVEYS |
|----------|---------|--|
| 29 North | 12 East | 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 22 |
| 29 North | 13 East | 6 |
| 30 North | 12 East | 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 23, 24, 25, 26, 31, 32, 33, 35, 36, Surveys 242, 241, 196, 204, 240, 201, 1022, 2283, 674, 2263, 3263, 2245, 318, 2252, 315, 3262, 256, 220, 128 |
| 30 North | 13 East | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, Surveys 214, 2281, 2190, 2189, 2194, 787, 317, 193, 789, 192, 2238, 175, 2284, 2195, 245, 2204, 217, 234, 3099, 218, 2245, 315, 812, 256, 173, 222, 174, 2243, 2199 |
| 30 North | 14 East | 5, 6, 7, 8, 17, 18, 19, 20, 21 |
| 31 North | 11 East | Survey 1578 |

Schedule 3 - 2

*Indicates Addition

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 5

3rd Revised

SHEET NO. 26.5CANCELLING MO. P. S. C. SCHEDULE NO. 5

2nd Revised

SHEET NO. 26.5

APPLYING TO

MISSOURI SERVICE AREA

MARIES COUNTY (Cont'd.)

| TOWNSHIP | RANGE | SECTIONS/U.S. SURVEYS |
|----------|---------|---|
| 40 North | 11 West | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 7 West | 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 8 West | 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 9 West | 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 10 West | 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 11 West | 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |

MARION COUNTY

| TOWNSHIP | RANGE | SECTIONS/U.S. SURVEYS |
|----------|--------|---------------------------------|
| 59 North | 6 West | <u>Δ</u> 4, <u>5</u> , <u>6</u> |
| 59 North | 7 West | <u>Δ</u> 1, <u>2</u> , <u>3</u> |

MILLER COUNTY

| TOWNSHIP | RANGE | SECTIONS/U.S. SURVEYS |
|-----------|---------|---|
| *38 North | 14 West | <u>Δ</u> 1, <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> |
| *38 North | 15 West | <u>Δ</u> 1, <u>2</u> , <u>12</u> |

*ΔIn the underscored Section/U.S. Surveys above, the Company's right and obligation to serve in Miller County is limited by the terms of the Territorial Agreement between Company and Gascoage Electric Cooperative as approved in Case No. EO-98-279, as amended by the First Amendment to the Territorial Agreement as approved in Case No. _____.

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Marion County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO-2000-630.

Schedule 3 - 3

*Indicates Change

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 5

1st Revised

SHEET NO. 26.6CANCELLING MO. P. S. C. SCHEDULE NO. 5

Original

SHEET NO. 26.6

APPLYING TO

MISSOURI SERVICE AREA

MILLER COUNTY (Cont'd.)

| TOWNSHIP | RANGE | SECTIONS/U.S. SURVEYS |
|-----------|---------|---|
| *39 North | 14 West | <u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |
| *39 North | 15 West | <u>3</u> , <u>4</u> , <u>5</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>21</u> , <u>22</u> , <u>27</u> , <u>34</u> , <u>Δ1</u> , <u>2</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>35</u> , <u>36</u> |
| 40 North | 12 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |
| 40 North | 13 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |
| *40 North | 14 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>29</u> , <u>30</u> , <u>Δ12</u> , <u>13</u> , <u>14</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |
| *40 North | 15 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>Δ25</u> , <u>36</u> |
| 40 North | 16 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> |
| 41 North | 12 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |
| 41 North | 13 West | <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , <u>18</u> , <u>19</u> , <u>20</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u> |

*ΔIn the underscored Section/U.S. Surveys above, the Company's right and obligation to serve in Miller County is limited by the terms of the Territorial Agreement between Company and Gascoage Electric Cooperative as approved in Case No. EO-98-279, as amended by the First Amendment to the Territorial Agreement as approved in Case No. ____-____-____.

Schedule 3 - 4

*Indicates Change

**Indicates Addition

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 51st RevisedSHEET NO. 26.7CANCELLING MO. P. S. C. SCHEDULE NO. 5OriginalSHEET NO. 26.7

APPLYING TO

MISSOURI SERVICE AREA

MILLER COUNTY (Cont'd.)

| <u>TOWNSHIP</u> | <u>RANGE</u> | <u>SECTIONS/U.S. SURVEYS</u> |
|-----------------|--------------|---|
| 41 North | 14 West | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 15 West | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 41 North | 16 West | 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36 |
| 42 North | 12 West | 31 |
| 42 North | 14 West | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |
| 42 North | 15 West | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 |

MISSISSIPPI COUNTY

| <u>TOWNSHIP</u> | <u>RANGE</u> | <u>SECTIONS/U.S. SURVEYS</u> |
|-----------------|--------------|---|
| 24 North | 15 East | 1, 2, 3, 10, 11, 12, Survey 3187 |
| 24 North | 16 East | 4, 5, 6, 7 |
| 25 North | 15 East | 1, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 |
| 25 North | 16 East | 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31, 32, 33 |

Schedule 3 - 5

SCHEDULE 4

FILED³

OCT 30 2001

Missouri Public
Service Commission

**HAS BEEN DEEMED
HIGHLY CONFIDENTIAL
IN ITS ENTIRETY**