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EUGENE E. ANDERECK (1923-2004)
GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)

November 2, 2004

FILED
NOV 0 2 2004
Missouri Public
Service Commission

Secretary
Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Re: In the Matter of the Application of Gascosage Electric Cooperative and Three Rivers Electric Cooperative for Approval of a Written Territorial Agreement Designating the Boundaries of Each Electric Service Supplier within Camden, Cole, Franklin, Gasconade, Maries, Miller, Moniteau, Osage, Phelps and Pulaski Counties, Missouri

Dear Secretary:

Enclosed for filing please find an original and eight copies of the Joint Application filed by Gascosage Electric Cooperative and Three Rivers Cooperative in the above referenced case.

If you have any questions, please contact me at the number listed above.

Sincerely,

Lisa Chase

Lisa Cole Chase

LCC:lw

Encl.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

FILED
NOV 0 2 2004
Missouri Public
Service Commission

In the Matter of the Application	)	
of Gascosage Electric Cooperative	)	
and Three Rivers Electric Cooperative	)	
for Approval of a Written	)	
Territorial Agreement Designating	)	Case No.
the Boundaries of Each Electric	)	
Service Supplier within Camden, Cole,	)	
Franklin, Gasconade, Maries, Miller, Moniteau,	)	
Osage, Phelps, and Pulaski Counties, Missouri.	)	

JOINT APPLICATION

COMES NOW Gascosage Electric Cooperative and Three Rivers Electric Cooperative hereinafter referred to collectively as "Applicants", and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Section 394.312 (2000) for an order, within 120 days of the filing of this Application, approving Applicants' Territorial Agreement, state as follows:

1. **The Applicants - Gascosage Electric Cooperative** is a corporation organized and existing under the laws of Missouri and has its principal office at Highway 28, Drawer G, Dixon, Missouri 65459. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Maries, Miller, Phelps & Pulaski counties, Missouri.

2. **Three Rivers Electric Cooperative** is a corporation organized and existing under the laws of Missouri and has its principal office at 1324 East Main, P.O. Box 918, Linn, Missouri 65051. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Osage, Gasconade, Cole, Maries, Miller, Franklin & Moniteau counties, Missouri.

2. **Correspondence and Communication** - Correspondence, communications, orders and decision in regard to this Application should be directed to:

For Gascosage Electric Cooperative
Mr. John Greenlee, Manager
Gascosage Electric Cooperative
Hwy. 28, Drawer G
Dixon, Missouri 65459
Telephone: (573) 759-7146
Facsimile: (573) 759-6020
Email: greenlee@yhti.net

For Three Rivers Electric Cooperative
Mr. Walt Ryan, Manager
Three Rivers Electric Cooperative
1324 East Main, P.O. Box 918
Linn, Missouri 65051
Telephone: (573) 897-2251
Email:
WRyan@threeriverselectric.com

For Either Cooperative
Mr. Victor S. Scott
Lisa Cole Chase
Andereck, Evans, Milne, Peace
& Johnson L.L.C.
700 East Capitol Avenue
P.O. Box 1438
Jefferson City, MO 65102-1438
Telephone: (573) 634-3422
Facsimile: (573) 634-7822
Email: VScott@aempb.com
Email: lisachase@aempb.com

3. **The Territorial Agreement** - Subject to the terms and conditions of an Agreement, known as a "Territorial Agreement" between Gascosage Electric Cooperative and Three Rivers Electric Cooperative, applicants have specifically designated the boundaries of the exclusive electric service area of each electric service supplier for service of new structures in Camden, Cole, Franklin, Gasconade, Maries, Miller, Moniteau, Osage, Phelps, and Pulaski Counties, which are more particularly described in the Territorial Agreement. Applicants have

attached a copy of the Agreement to this Application as **Exhibit 1**, which is incorporated by reference into this Application and made a part hereof for all purposes.

Pursuant to 4 CSR 240-3.130(1)(A), metes and bounds descriptions of the exclusive service areas of Applicants and maps depicting those service areas are part of **Exhibit 1** and are incorporated by reference into this Application and made part hereof for all purposes.

The Territorial Agreement only establishes exclusive service territories for the Applicants; it does not require transfer of any facilities or customers between the Applicants, thus there are no persons whose utility service would be changed by the agreement. 4 CSR 240-3.130(1)(D). Historically, no customer notice has been required in an application for approval of a territorial agreement that does not affect customer utility service. Applicants have not provided customer notice because no customer's utility service will be changed by the agreement, and as such, notice will not provide a customer benefit, but it may create customer confusion.

4. **Resolutions of Cooperative's Boards of Directors** – Certified copies of the resolutions of the Boards of Directors of each Applicant authorizing the consummation of the transaction contemplated by this Joint Action are attached hereto as **Exhibits 2 and 3** and incorporated herein by reference and made a part hereof for all purposes.

Articles of Incorporation – A certified copy of the Articles of Incorporation of Gascosage Electric Cooperative is attached hereto as **Exhibit 4**, along with a Certificate of Good Standing from the secretary of state. A certified copy of the Articles of Incorporation of Three Rivers Electric Cooperative is attached hereto as **Exhibit 5**, along with a Certificate of Good Standing from the secretary of state.

6. **Other Electric Suppliers** - The following is a list of other Rural Electric Cooperatives and Electric Companies which serve in the territory covered by the Territorial Agreement:

Intercounty Electric Cooperative

Laclede Electric Cooperative

CO-MO Electric Cooperative

Union Electric Company, d/b/a AmerenUE

In addition, Herman, Newberg, Owensville, Richland, Rolla, St. James, and Waynesville operate municipal electric supply systems within the area covered by the Territorial Agreement. Applicants will provide each of these electric service providers with notice of their filing of this Territorial Agreement with the Missouri Public Service Commission for approval. **Exhibit 6**.

7. **Agreement Is in the Public Interest** - Pursuant to 4 CSR 240-3.130(1)(C), Applicants state the Territorial Agreement is in the public interest because it establishes exclusive service territories for new structures for the two electric suppliers. There is very little duplication of electric service facilities between the electric suppliers at this time. The establishment of exclusive service territories will prevent future duplication of electric service facilities, guarding economic efficiencies and benefiting the public safety and aesthetics of the community.

This Agreement will also allow electric service customers to know with certainty the supplier of their electric service.

8. **Other Finding and Orders Required by the Commission** - Each Applicant will still have occasion to construct, operate and maintain facilities in the electric service territory

of the other as described in the Territorial Agreement. Each Applicant will continue to have service responsibilities beyond the boundaries of the Agreement unaffected by the terms of the Agreement. Each Applicant will have the right to serve existing customers within the electric service area of the other for the indefinite future. In general, Applicants will need the authority to construct, operate and maintain facilities through the electric service area of the other.

Application Fee - The Commission's fee required by 4 CSR 240-3.130(1)(E) and 4 CSR 240-3.135(1) is submitted herewith.

Pending Actions - Neither Gascosage Electric Cooperative nor Three Rivers Electric Cooperative have any pending actions or final unsatisfied judgments or decisions against them from any state or federal agency or court which involve customer service or rates.

Annual Report/Assessments - Neither Gascosage Electric Cooperative nor Three Rivers Electric Cooperative have annual reports or assessment fees that are overdue.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its order (a) finding the designated electric service areas to be not detrimental to the public interest and approving the Territorial Agreement; and (b) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement, Exhibit 1 to the Joint Application.

Respectfully Submitted,

ANDERECK, EVANS, MILNE, PEACE & JOHNSON L.L.C.

By Lisa Chase

Victor S. Scott, Mo. Bar No.42963
Lisa Cole Chase, Mo. Bar No. 51502
700 East Capitol Avenue
P.O. Box 1438
Jefferson City, MO 65102
Phone (573) 634-3422
Fax (573) 634-7822

ATTORNEYS FOR GASCOSAGE AND THREE RIVERS ELECTRIC COOPERATIVES

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served on all Parties of Record, via hand-delivery or first-class U.S. Mail, postage prepaid, on this 2nd day of November, 2004.

General Counsel
Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Lisa Chase
Lisa Cole Chase Mo. Bar No. 51502

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On the 1st day of Nov, 2004, before me appeared John W. Greenlee, to me personally known, who being by me first duly sworn, states that he is the Manager of Gascosage Electric Cooperative, and acknowledged that he has read the Joint Application of Gascosage Electric Cooperative and Three Rivers Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.

John W. Greenlee

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

M. GAYLE PRATER
Maries County
My Commission Expires
February 8, 2008

Notary Public

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF OSAGE)

On the 27 day of Oct, 2004, before me appeared Walter R. Ryan, to me personally known, who being by me first duly sworn, states that he is the Manager of Three Rivers Electric Cooperative, and acknowledged that he has read the Joint Application of Gascosage Electric Cooperative and Three Rivers Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.

Walter R. Ryan

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

Maureen J. Paty
Notary Public

MAUREEN J. PATY
Notary Public - Notary Seal
State of Missouri
County of Osage
My Commission Exp. 01/28/2006

EXHIBIT 1

Territorial Agreement between Gascosage Electric Cooperative and Three Rivers Electric Cooperative

TERRITORIAL AGREEMENT

Between

GASCOSAGE ELECTRIC COOPERATIVE

and

THREE RIVERS ELECTRIC COOPERATIVE

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 29th day of October, 2004, by and between GASCOSAGE ELECTRIC COOPERATIVE (hereinafter "Gascosage") and THREE RIVERS ELECTRIC COOPERATIVE, (hereinafter "Three Rivers").

RECITALS

A. Gascosage is an electrical corporation authorized by law to provide electric service within the State of Missouri, including portions of Camden, Maries, Miller, Phelps and Pulaski Counties;

B. Three Rivers is a rural electric cooperative authorized by law to provide electric service within the State of Missouri, including portions of Cole, Franklin, Gasconade, Maries, Miller, Moniteau, and Osage Counties;

C. The Missouri Legislature by Section 394.312 RSMo. (2000) has authorized rural electric cooperatives to enter into written territorial agreements;

D. Now, Gascosage and Three Rivers desire to promote the orderly development of the retail electric service within Camden, Cole, Franklin, Gasconade, Maries, Miller, Moniteau, Osage, Phelps, and Pulaski Counties, and to minimize disputes which may result in higher costs in serving the public; and

E. Gascosage and Three Rivers desire to reduce the wasteful duplication of Customer Service Equipment.

AGREEMENT

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

ARTICLE 1.

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

1.1 **Agreement** shall mean this document including any appendices or exhibits hereto.

1.2 **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service has been requested.

1.3 **Effective Date** of this Agreement shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. (2000) approving this Agreement.

1.4 **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.

1.5 **Existing Structure** shall mean any structure that receives electric energy from either party prior to or on the Effective Date of this Agreement. "Existing Structure" shall also mean:

A. Any replacement of an Existing Structure ("Replacement Structure"), provided said Replacement Structure is (1) located completely within the boundary of the property on which the Existing Structure is located, (2) used for the Same Purpose as the Existing Structure it is replacing, and (3) that the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure.

B. Any maintenance, repair, remodeling, or partial replacement of an Existing Structure.

1.6 **New Outbuilding** shall mean, if the Existing Structure's Purpose is residential, a New Structure that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's Purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.

1.7 **New Structure** shall mean (i) any structure that did not receive electric energy from either party prior to or on the effective date of this Agreement and (ii) the replacement of an existing structure with a structure that does not satisfy the definition of existing structure set forth herein.

1.8 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.

1.9 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body, and industry-recognized guidelines and professional standards.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

2.1 Pursuant to Section 394.312 RSMo (2000), this Agreement designates the boundaries of the electric service area of Gascosage and Three Rivers. In this Agreement, Three Rivers

agrees not to serve New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of Gascosage. Likewise, Gascosage agrees not to serve New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Three Rivers. Because Section 394.312 RSMo. 2000 permits electric suppliers to displace competition only by a written agreement, parties that are not signatories to this Agreement are in no way affected by the terms of this Agreement, including but not limited to, the exclusive service area boundaries set forth herein.

2.2 After the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly, indirectly, through a parent, affiliate, or subsidiary of Gascosage or Three Rivers, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.

2.3 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.

2.4 During the time period between the filing date of this Agreement with the Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party, the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.

2.5 The parties recognize and agree that this Agreement places limits on the party's abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement, (i.e., retail customers are permitted to choose their suppliers of electric energy), nothing in this

Agreement shall be construed to limit in any way the ability of either party to furnish electric energy to Structures located in the Exclusive Service Area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose Exclusive Service Area the Structures are located. Further, in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement and the parties shall cooperate in obtaining approval of the modified agreement by participating in the joint application requesting Missouri Public Service Commission (hereinafter the "Commission") approval, if required.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF GASCOSAGE

The Exclusive Service Area of Gascosage, as between the parties under this Agreement shall be those portions of Camden County (Exhibit A-1), Maries County (Exhibit A-2), Miller County (Exhibit A-3), Phelps County (Exhibit A-4) and Pulaski County (Exhibit A-5) as described by metes and bounds in Exhibit B and as illustrated by the lines shown on the above-referenced Exhibits. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement, as if fully set out verbatim. In cases of conflict between the maps (Exhibits A-1 to A-5) and the written legal descriptions by metes and bounds in Exhibit B, the legal written descriptions shall prevail. Gascosage may serve within municipalities that are located in Gascosage's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF THREE RIVERS

The Exclusive Service Area of Three Rivers, as between the parties under this Agreement shall be those portions of Cole County (Exhibit C-1) Franklin County (Exhibit C-2), Gasconade County (Exhibit C-3), Maries County (Exhibit C-4), Miller County (Exhibit C-5), Moniteau County(Exhibit C-6), and Osage County (Exhibit C-7), as described by metes and bounds in Exhibit D and as illustrated by the lines shown on the above-referenced Exhibits. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement

as if fully set out verbatim. In cases of conflict between the maps (Exhibits C-1 to C-7 and the written legal descriptions by metes and bounds in Exhibit D, the legal written descriptions shall prevail. Three Rivers may serve within municipalities that are located in Three Rivers' Exclusive Service Area, pursuant to this Agreement.

ARTICLE 5.
OTHER ELECTRIC POWER PROVIDERS

5.1 The exclusive service area of Gascosage as defined in Article 3 includes other Electric Power Providers. Notwithstanding any other provision of this Agreement, should any Electric Power Provider cease to operate and maintain its electric facilities and sell such facilities, merge, or otherwise transfer the service and facilities to Three Rivers or Three Rivers' surviving entity, Three Rivers and/or its surviving entity shall have the power to serve the Structures which are receiving permanent service, as that term is defined in § 394.315 RSMo. (2000), from said Electric Power Provider and/or Three Rivers as of the date Three Rivers and the Electric Power Provider close and consummate the sale and/or merger (hereinafter "Reorganization Date").

5.2 Following the purchase, merger or other acquisition of any other Electric Power Provider's facilities by Three Rivers and the receipt of all required regulatory approvals, Gascosage and Three Rivers shall within twelve (12) months after the Reorganization Date submit an amendment to this Agreement ("the Amendment") to the Missouri Public Service Commission modifying this Agreement as follows:

A. For all other counties covered by this Agreement, the parties shall determine if a territorial agreement between Gascosage and the Electric Power Provider exists prior to the Reorganization Date. If a territorial agreement does exist, then the Exclusive Service Area of the other Electric Power Provider as defined in the Territorial Agreement between Gascosage and the other Electric Power Provider shall be excluded from the Exclusive Service Area of Gascosage in the Amendment to this Agreement.

B. If no territorial agreement exists between Gascosage and the other Electric Power Provider as of the Reorganization Date, Gascosage and Three Rivers shall submit an Amendment which removes all U.S. Surveys/ sections, and any U.S. Surveys/ sections adjacent to those U.S. Survey/ sections, where the Electric Power Provider had Customer Service Equipment and customers/members, from the Exclusive Service Area of Gascosage as defined in this Agreement; and either party may serve any New Structures in these affected U.S. Survey/ sections as if no territorial agreement exists; provided, however, that no U.S. Survey/ section or part of any U.S. Survey section within Maries, Miller, Phelps and Pulaski Counties located within the municipal limits of any municipality whose population is in excess of 1500 or the statutory limit as set out in Chapter 394 RSMo. (2000), will be deleted from the Gascosage's Exclusive Service Area.

C. Nothing in this Section prohibits the parties in the Amendment from establishing new exclusive service areas in the affected service area in lieu of the above procedures.

5.3 The exclusive service area of Three Rivers as defined in Article 4 includes other Electric Power Providers. Notwithstanding any other provision of this Agreement, should any Electric Power Provider cease to operate and maintain its electric facilities and sell such facilities, merge, or otherwise transfer the service and facilities to Gascosage, or Gascosage's surviving entity, Gascosage and/or its surviving entity shall have the power to serve the Structures which are receiving permanent service, as that term is defined in §394.315, RSMo. (2000), from said Electric Power Provider and/or Gascosage as of the date Gascosage and the Electric Power Provider close and consummate the sale and/or merger (hereinafter "Reorganization Date").

5.4 Following the purchase, merger or other acquisition of any other Electric Power Provider's facilities by Gascosage and the receipt of all required regulatory approvals, Gascosage and Three Rivers shall within twelve (12) months after the Reorganization Date submit an amendment to this Agreement ("the Amendment") to the Missouri Public Service Commission modifying this Agreement as follows:

A. For all other counties covered by this Agreement, the parties shall determine if a territorial agreement between Three Rivers and the Electric Power Provider exists prior to the Reorganization Date. If a territorial agreement does exist, then the Exclusive Service Area of the other Electric Power Provider as defined in the Territorial Agreement between Three Rivers and the other Electric Power Provider shall be excluded from the Exclusive Service Area of Three Rivers in the Amendment to this Agreement.

B. If no territorial agreement exists between Three Rivers and the other Electric Power Provider as of the Reorganization Date, Gascosage and Three Rivers shall submit an Amendment which removes all U.S. Surveys/ sections, and any U.S. Surveys/ sections adjacent to those U.S. Survey/ sections, where the Electric Power Provider had Customer Service Equipment and customers/members, from the Exclusive Service Area of Three Rivers as defined in this Agreement; and either party may serve any New Structures in these affected U.S. Survey/ sections as if no territorial agreement exists; provided, however, that no U.S. Survey/ section or part of any U.S. Survey section within Cole, Franklin, Gasconade, Maries, Miller, Moniteau, and Osage Counties located within the municipal limits of any municipality whose population is in excess of 1500 or the statutory limit as set out in Chapter 394 RSMo. (2000), will be deleted from the Three River's Exclusive Service Area.

C. Nothing in this Section prohibits the parties in the Amendment from establishing new exclusive service areas in the affected service area in lieu of the above procedures.

ARTICLE 6.

OTHER ELECTRIC SYSTEMS

6.1 The Exclusive Service Area of the Parties as defined in Article 3 and Article 4 includes municipally-owned electric facilities. Notwithstanding this Agreement, should any of these Municipalities desire to sell their electric facilities, and should the party whose

exclusive service territory does not contain said Municipal facilities desire to purchase said facilities, said party may purchase the Municipality's facilities, and the Parties agree to amend this Agreement to remove the incorporated boundaries of said municipality as it exists on the date of sale so as to allow the acquiring party to serve the acquired facilities.

ARTICLE 7

LOCATION OF A STRUCTURE

7.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.

7.2 The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described in Articles 3 and 4, defining the Exclusive Service Areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that party's Exclusive Service Area. Thereafter, that party shall exclusively serve that Structure.

7.3 A party may provide electric service to a New Outbuilding located in the Exclusive Service Area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's customer's Structure is located and the New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a customer who receives electric service from both Gascosage and Three Rivers on the same tract of land, and requests additional electric service. The New Outbuildings for these customers shall be served by the designated exclusive service provider, unless the customer, Gascosage, and Three Rivers agree otherwise and follow the procedures set out in Article 9.

ARTICLE 8

RIGHT TO CONSTRUCT FACILITIES

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

ARTICLE 9

CASE-BY-CASE EXCEPTION PROCEDURE

9.1 The parties may agree on a case-by-case basis by an Addendum hereto to allow a Structure to receive service from one party although the Structure is located in the Exclusive Service Area of the other party.

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

9.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.

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

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

Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

9.6 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.312 RSMo. (2000), until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

ARTICLE 10

TERM AND CONDITIONS OF PERFORMANCE

10.1 **Term of Agreement.** The term of this Agreement shall be perpetual unless terminated by the parties in accordance with Article 11, Termination.

10.2 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than August 10, 2005 unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:

A. All required approvals of both Gascosage's and Three Rivers' Board of Directors, if required;

B. Approval of this Territorial Agreement by the Commission, which shall, as a minimum, consist of an order approving this Agreement.

10.3. This Agreement shall be submitted to the Board of Directors of both Gascosage and Three Rivers for approval. Once approved by each party's board of directors, each board member and officer of Gascosage and Three Rivers agree to support the approval of this Agreement as being in the public interest. To this end, each party will cooperate in presenting a joint application showing that this Agreement is in the public interest. Further, no board member or officer of Gascosage or Three Rivers shall support any effort undertaken by others to oppose this Agreement.

10.4. Gascosage and Three Rivers agree to undertake all actions reasonably necessary to implement this Agreement. Gascosage and Three Rivers will cooperate in presenting a

joint application showing this Agreement, in total, not to be detrimental to the public interest. Gascosage and Three Rivers will share equally in the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

ARTICLE 11.

TERMINATION

11.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Gascosage and Three Rivers.

11.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both Gascosage and Three Rivers of their decision to terminate this Agreement.

11.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein 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 herein, neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE 12.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

For Gascosage	**For Three Rivers**
Manager	General Manager
Gascosage Electric Cooperative	Three Rivers Electric Cooperative
Hwy. 28, P. O. Drawer G	1324 E. Main, P. O. Box 918

Dixon, MO 65459 Linn, MO 65051

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 13

ASSIGNMENT

13.1 This Agreement shall be binding on the successors, assigns of both Gascosage and Three Rivers. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission.

13.2 Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

ARTICLE 14.

MISCELLANEOUS

14.1 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either party's right to offer other products and services, including but not limited to, the sale of distributed generation equipment, natural gas service, propane service, fiber optic communication service, satellite television service and other communication services, to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit, in any way,

a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.

14.2 **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.

14.3 **Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose unless specifically set forth in writing and signed by both parties and approved by the Commission.

14.4 **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.

14.5 **Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010 shall be split between the parties. 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.

14.6 **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.

14.7 **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.

14.8 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.

14.9 **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.

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

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.

GASCOSAGE ELECTRIC COOPERATIVE

By: _____

Name: John W Greenlee

Title: General Manager

M. GAYLE PRATER
Maries County
My Commission Expires
February 8, 2008

Attest:

By: M Gayle Prater

Title: Office Manager

THREE RIVERS ELECTRIC COOPERATIVE

By: _____

Name: Paul W. LePage

Title: President

Attest:

By: _____

Title: Secretary-Treasurer

Exhibit
A1

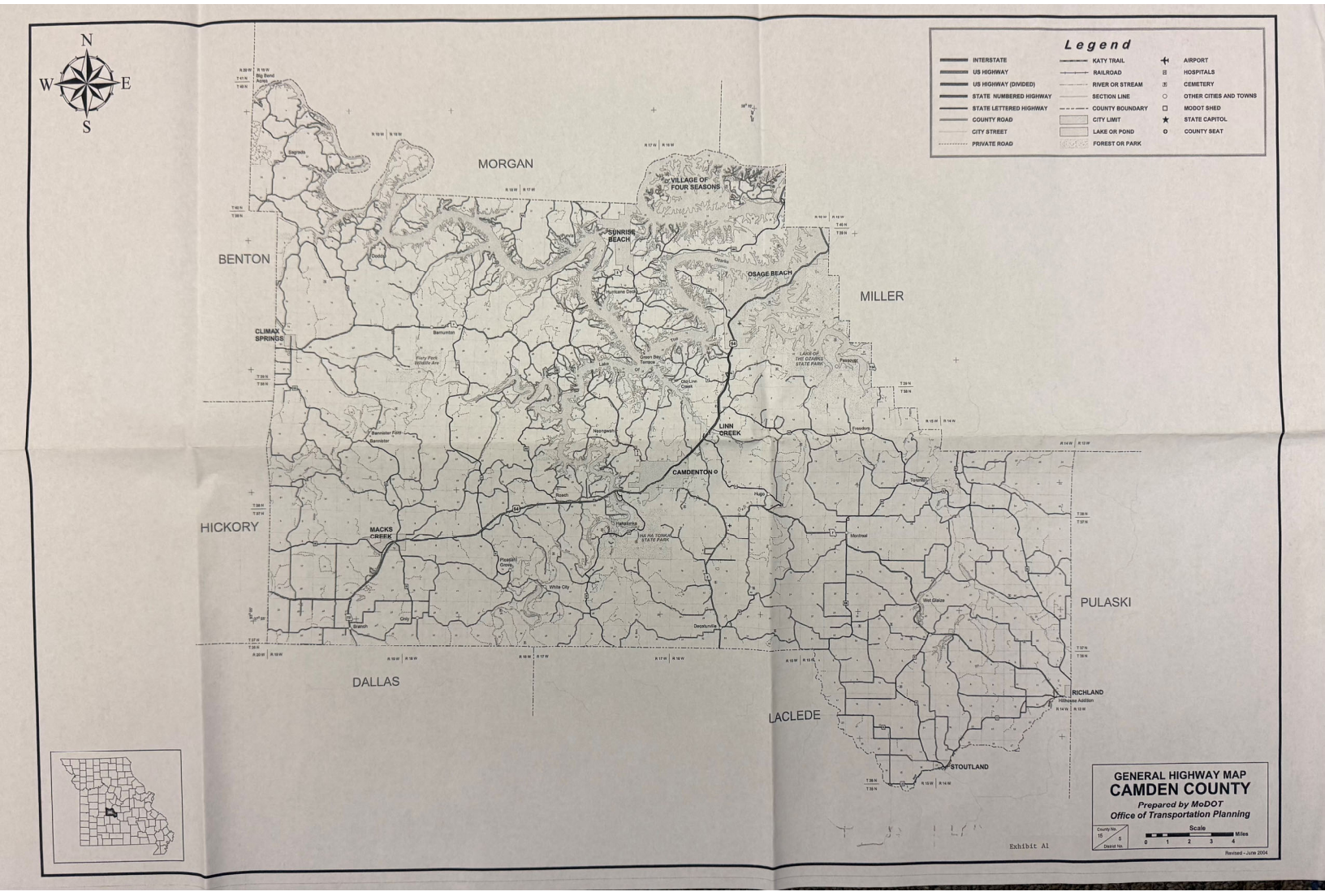
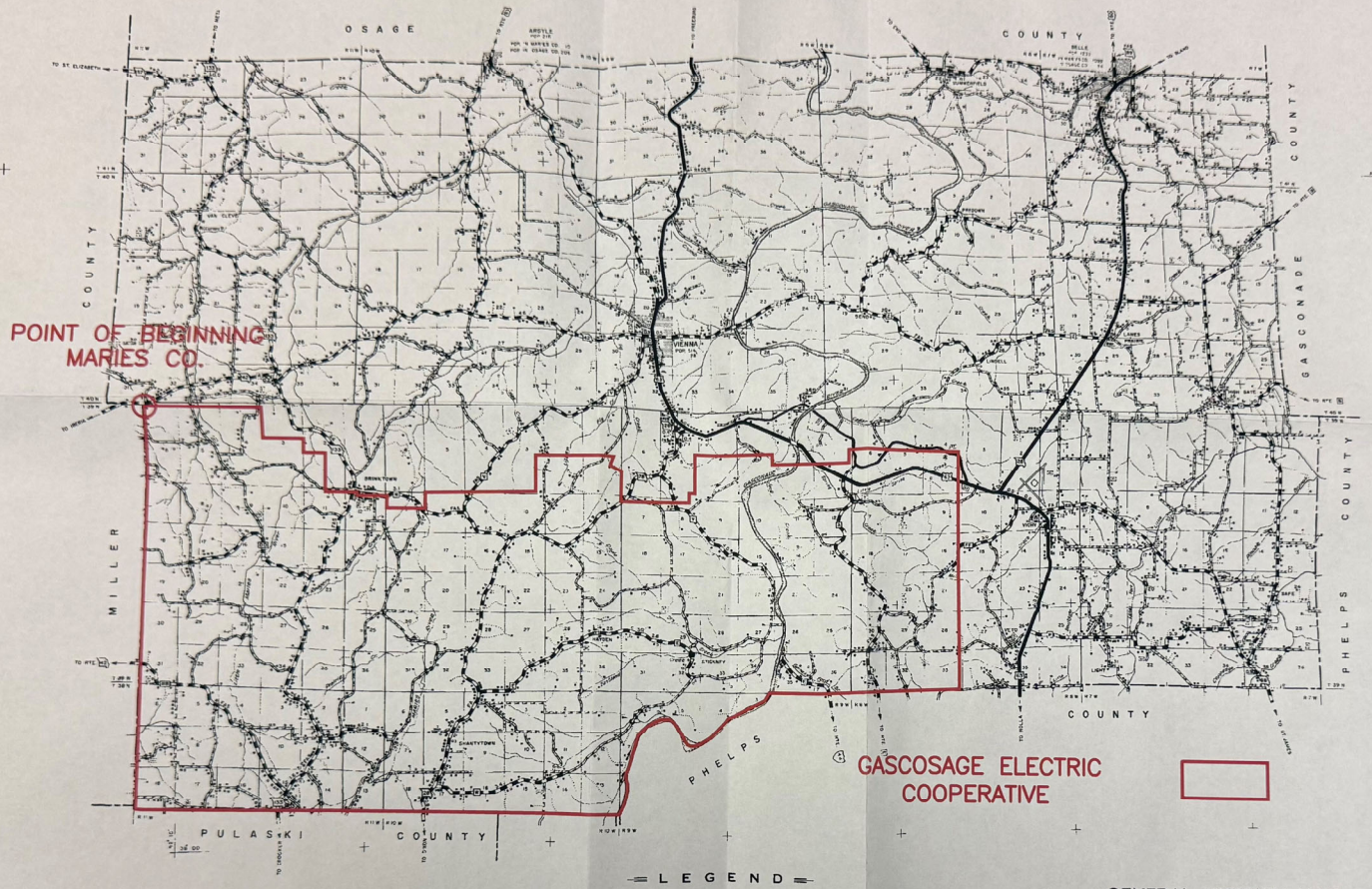

N
W
E
S
Legend
INTERSTATE
US HIGHWAY
US HIGHWAY (DIVIDED)
STATE NUMBERED HIGHWAY
STATE LETTERED HIGHWAY
COUNTY ROAD
CITY STREET
PRIVATE ROAD
KATY TRAIL
RAILROAD
RIVER OR STREAM
SECTION LINE
COUNTY BOUNDARY
CITY LIMIT
LAKE OR POND
FOREST OR PARK
AIRPORT
HOSPITALS
CEMETERY
OTHER CITIES AND TOWNS
MODOT SHED
STATE CAPITOL
COUNTY SEAT
MORGAN
BENTON
MILLER
HICKORY
DALLAS
LACLEDE
PULASKI
VILLAGE OF FOUR SEASONS
SUNRISE BEACH
OSAGE BEACH
CLIMAX SPRINGS
LINN CREEK
CAMDENTON
MACKS CREEK
RICHLAND
STOUTLAND
Big Bend Acres
Dogwood
Barnumton
Fairy Park Mobile Ave
Bannister Ford
Bannister
Hurricane Deck
Green Bay Terrace
Jay Low Creek
Hoynigwell
Roach
Hahatonka
HA HA TONKA STATE PARK
Pleasant Grove
White City
Branch
Only
Hugo
Montreal
Tuscumbia
Freedom
Wet Glaize
Hillcrest Addition
LAKE OF THE OZARKS STATE PARK
Passover
Exhibit A1
GENERAL HIGHWAY MAP
CAMDEN COUNTY
Prepared by MoDOT
Office of Transportation Planning
County No. 15
District No. 5
Scale
Miles
0 1 2 3 4
Revised - June 2004

Exhibit
A2



KEY MAP
SHOWING LOCATION OF COUNTY

LEGEND

Private Road
Unimproved Road
Graded and Drained Road
Soil Surfaced Road
Gravel or Stone Road
Bituminous Road — Low Type
Paved Road
Frontage Road
Divided Pavement
City Streets
Points between which Distances are Measured
Interstate Numbered Highway
U.S. Numbered Highway
State Numbered Highway
State Lettered Highway
Designation of Road when Built
Federal-aid Primary Highway System
Federal-aid Secondary Highway System
Railroad - Single Operating Company
Railroads Adjoined - Separately Operated
Railroad Station
Railroad Grade Crossing
Railroad Abovs
Railroad Below
Railroad Tunnel
Military Air Field
Commercial or Municipal Air Field
Landing Area or Strip
Airway Beacon Light
Operated Stop and Range Lights
Dock Pier or Landing
Ferry, TF - Toll TF - Free
Navigable Stream
Dam
Dam with Lock
Dam with Road
Wide Stream
Narrow Stream
Intermittent Stream
Drainage Ditch
Marsh or Swampy Land
Reservoir, Pond or Lake
Reservoir with Dam
Levee or Dike
Levee or Dike with Road
Natural Ford
Paved Ford or Low Water Bridge
Bridge — Covered (span longer than 20 feet)
Small Bridges Closely Spaced
Drawbridge
Suspension Bridge
Arch Bridge
Steel Truss Bridge
City, Town and Village Limits
Delimited Urban Area Line
Park or Reservation Boundary
State Line
Laundry Line
Civil Township Line
Congressional Township Line
Section Line
Land Grant Survey Line
Transmission Line
Correctional Institution
Radio or Television Station
Scenic Site
Small Park
Roadside Park
Picnic Grounds
Playground, Ball Field etc.
Bathing Beach or Pool
Drive-in Theatre
Tourist Courts or Motel
Camp or Lodge
Fish Hatchery
Bird Sanctuary
Game Farm or Preserve
Country Club or Golf Course
Fair Ground or Race Track
Farm Unit
Dwelling other than Farm
Dwellings Closely Spaced
Scattered Dwellings
Scattered Dwellings Closely Spaced
Hotel or Inn
Church
Hospital
Cemetery
Church with Cemetery Adjacent
Store or Small Business
Factory or Industrial Plant
Sawmill - Stationary
Mine or Quarry
Nursery
School Home
Consolidated or Large School
Post Office
Town or Community Hall
Mixed Cultural Features Closely Spaced
County Home - Farm or Infirmary
Pumping Station - Oil or Gas
Completed Dwelling and Business
Weight Station
Forest Ranger Station
Forest Lookout Tower
SHD Maintenance Shed
State Highway Patrol Station
Steel Tower
County Seat
Other Cities, Towns and Villages

DATE	DESCRIPTION OF REVISIONS	BY
1 - 1 - 57	STAFF PREPARATE	E.F.L.
1 - 22 - 58	COMPLETE NEW INVENTORY	A.L.R.

GENERAL HIGHWAY MAP
MARIES COUNTY
MISSOURI

PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
0 1 2 3 4 MILES

POLYCONIC PROJECTION

Exhibit A2

5

Exhibit
A3

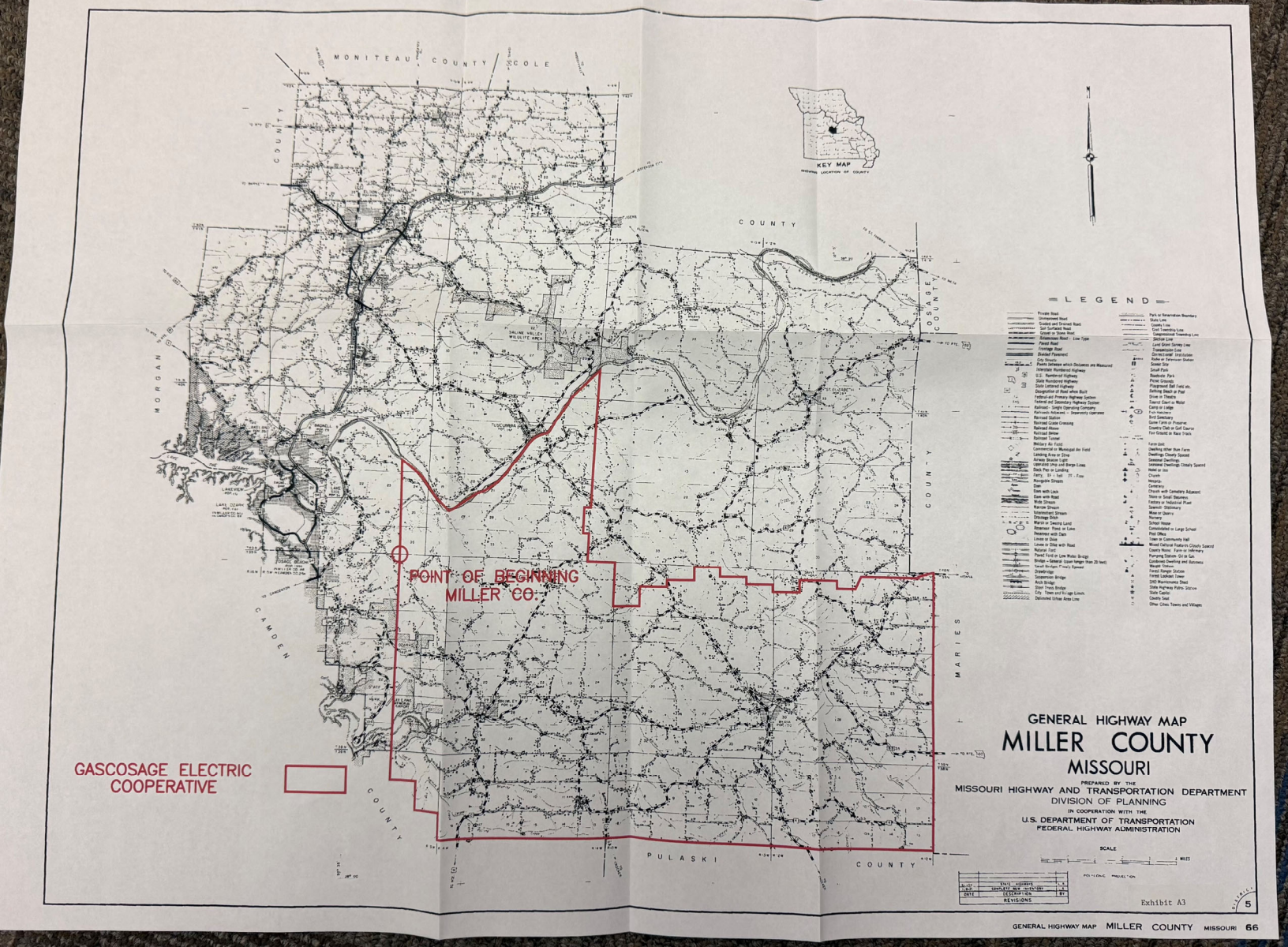

MONITEAU COUNTY
COLE COUNTY
MORGAN COUNTY
CAMDEN COUNTY
MARIES COUNTY
PULASKI COUNTY
OSAGE COUNTY
KEY MAP
SHOWING LOCATION OF COUNTY
POINT OF BEGINNING
MILLER CO.
GASCOSAGE ELECTRIC
COOPERATIVE
LEGEND
GENERAL HIGHWAY MAP
MILLER COUNTY
MISSOURI
PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE
MILES
POLYCONIC PROJECTION
DATE
DESCRIPTION
REVISIONS
Exhibit A3
5

Exhibit
A4

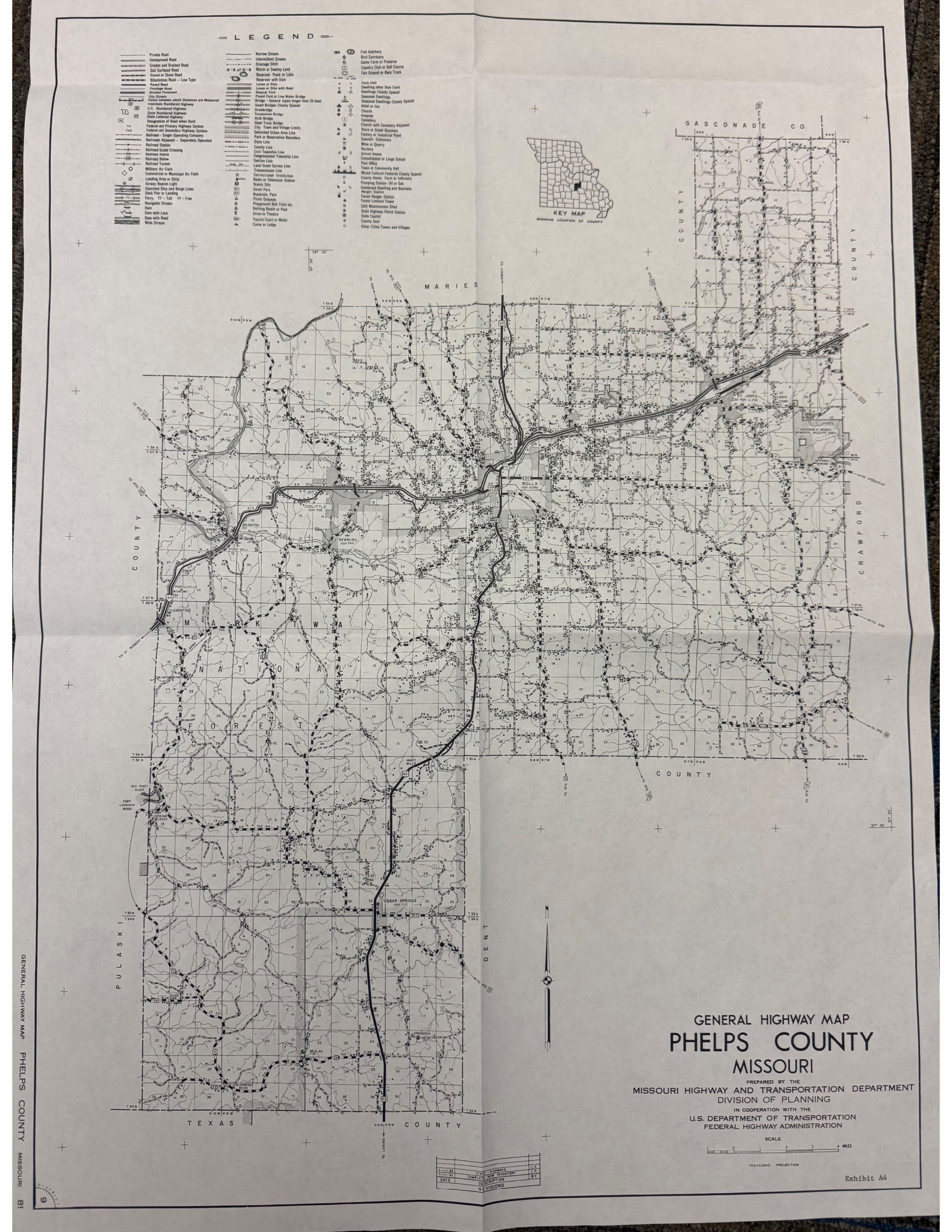
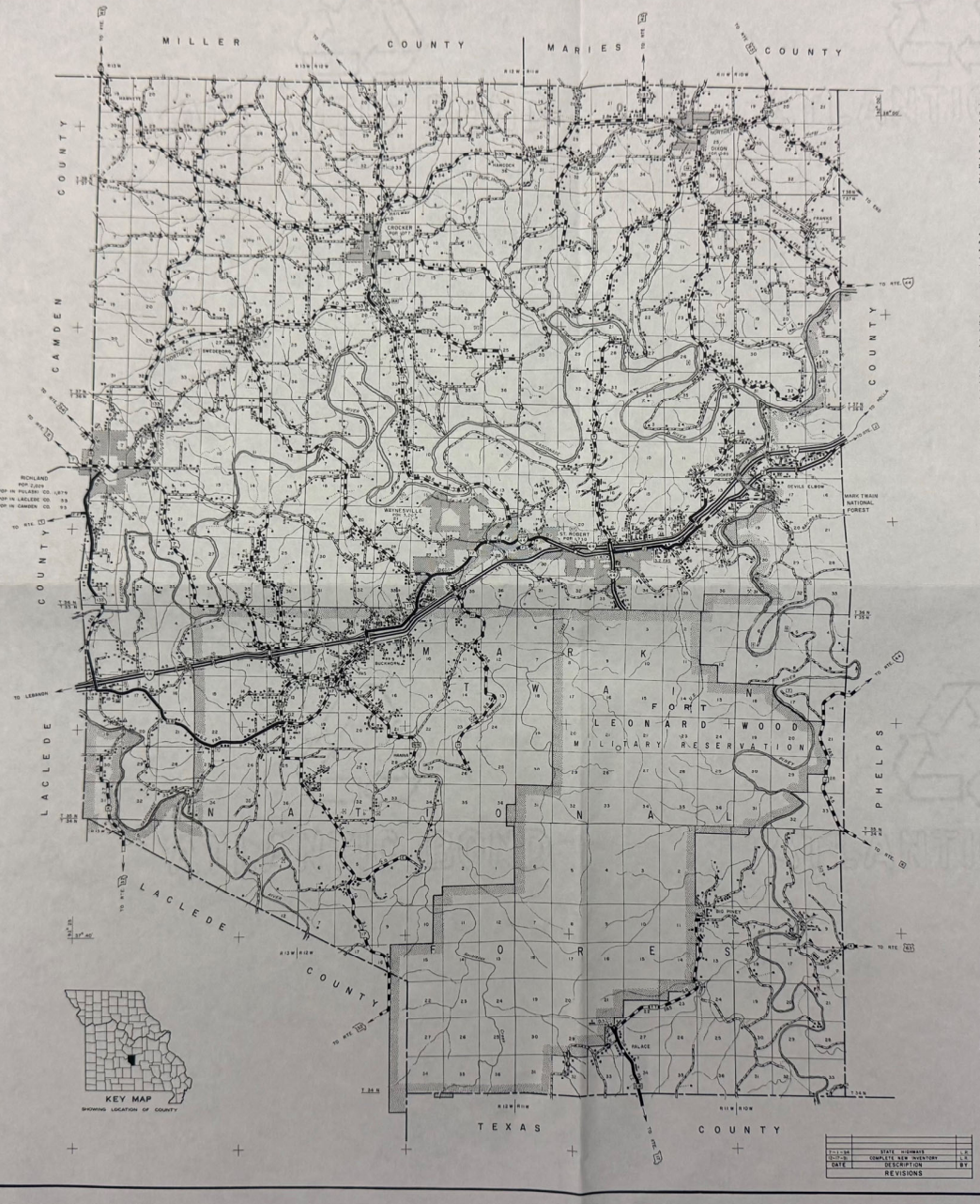

LEGEND
Private Road
Unimproved Road
Graded and Drained Road
Soil Surfaced Road
Gravel or Stone Road
Bituminous Road — Low Type
Paved Road
Frontage Road
Divided Pavement
City Streets
Points between which Distances are Measured
Interstate Numbered Highway
U.S. Numbered Highway
State Numbered Highway
State Lettered Highway
Designation of Road when Built
Federal-aid Primary Highway System
Federal-aid Secondary Highway System
Railroad - Single Operating Company
Railroads Adjacent — Separately Operated
Railroad Station
Railroad Grade Crossing
Railroad Above
Railroad Below
Railroad Tunnel
Military Air Field
Commercial or Municipal Air Field
Landing Area or Strip
Airway Beacon Light
Operated Ship and Barge Lines
Deck Pier or Landing
Ferry, TF - Toll FF - Free
Navigable Stream
Dam
Dam with Lock
Dam with Road
Wide Stream
Narrow Stream
Intermittent Stream
Drainage Ditch
Marsh or Swamp Land
Reservoir Pond or Lake
Reservoir with Dam
Levee or Dike
Levee or Dike with Road
Natural Ford
Paved Ford or Low Water Bridge
Bridge - General (spans longer than 20 feet)
Small Bridges Closely Spaced
Drawbridge
Suspension Bridge
Arch Bridge
Steel Truss Bridge
City, Town and Village Limits
Delimited Urban Area Line
Park or Reservation Boundary
State Line
County Line
Civil Township Line
Congressional Township Line
Section Line
Land Grant Survey Line
Transmission Line
Correctional Institution
Radio or Television Station
Scenic Site
Small Park
Roadside Park
Picnic Grounds
Playground Ball Field etc.
Bathing Beach or Pool
Drive-in Theatre
Tourist Court or Motel
Camp or Lodge
Fish Hatchery
Bird Sanctuary
Game Farm or Preserve
Country Club or Golf Course
Fair Ground or Race Track
Farm Unit
Dwelling other than Farm
Dwellings Closely Spaced
Seasonal Dwellings
Seasonal Dwellings Closely Spaced
Hotel or Inn
Church
Hospital
Cemetery
Church with Cemetery Adjacent
Store or Small Business
Factory or Industrial Plant
Sawmill - Stationary
Mine or Quarry
Nursery
School House
Consolidated or Large School
Post Office
Town or Community Hall
Mixed Cultural Features Closely Spaced
County Home - Farm or Infirmary
Pumping Station - Oil or Gas
Combined Dwelling and Business
Weigh Station
Forest Ranger Station
Forest Lookout Tower
SHD Maintenance Shed
State Highway Patrol Station
State Capitol
County Seat
Other Cities, Towns and Villages
KEY MAP
SHOWING LOCATION OF COUNTY
GASCONADE CO.
MARIES
COUNTY
CRAWFORD
COUNTY
ROLLA
DOOLITTLE
NEWBURG
ST. JAMES
JAMES
STEELVILLE
CLEMENTINE
M A R K T W A I N
N A T I O N A L
F O R E S T
NORMAN
SEATON
WINKLER
VANCE
EDGAR SPRINGS
BIG PINE RIVER
FORT LEONARD WOOD
BEULAH
CRASHOCK
PULASKI
COUNTY
DENT
COUNTY
TEXAS
COUNTY
GENERAL HIGHWAY MAP
PHELPS COUNTY
MISSOURI
PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE
1 0 1 2 3 4 MILES
POLYCONIC PROJECTION
3-1-83 STATE HIGHWAYS L.S.
3-1-83 COMPLETE NEW INVENTORY BY
DATE DESCRIPTION
REVISIONS

Exhibit A4

Exhibit
A5



LEGEND

- Private Road
- Unimproved Road
- Graded and Drained Road
- Soil Surfaced Road
- Gravel or Stone Road
- Bituminous Road - Low Type
- Paved Road
- Frontage Road
- Divided Pavement
- City Streets
- Points Between Which Distances are Measured
- Interstate Numbered Highway
- U.S. Numbered Highway
- State Numbered Highway
- State Lettered Highway
- Federal-aid Primary Highway System
- Federal-aid Secondary Highway System
- Railroad - Single Operating Company
- Railroads Adjacent - Separately Operated
- Railroad Station
- Railroad Grade Crossing
- Railroad Above
- Railroad Below
- Railroad Tunnel
- Military Air Field
- Commercial or Municipal Air Field
- Landing Area or Strip
- Airway Beacon Light
- Operated Ship and Barge Lines
- Dock Pier or Landing
- Ferry: TF = Toll FF - Free
- Navigable Stream
- Dam
- Dam with Lock
- Dam with Road
- Wide Stream
- Narrow Stream
- Intermittent Stream
- Drainage Ditch
- Reservoir, Pond or Lake
- Reservoir with Dam
- Levee or Dike
- Levee or Dike with Road
- Natural Ford
- Paved Ford or Low Water Bridge
- Bridge - General (Span Longer than 20 Feet)
- Bridges Closely Spaced
- City, Town and Village Limits
- Urban Compact Area
- Katy Trail
- Park or Reservation Boundary
- State Line
- County Line
- Civil Township Line
- Congressional Township Line
- Section Line
- Land Grant Survey Line
- Transmission Line
- Correctional Institution
- Radio or Television Station
- Scenic Site
- Small Park
- Roadside Park
- Picnic Grounds
- Playground Ball Field, etc.
- Bathing Beach or Pool
- Drive-in Theater
- Tourist Court or Motel
- Camp or Lodge
- Fish Hatchery
- Bird Sanctuary
- Game Farm or Preserve
- Country Club or Golf Course
- Fair Ground or Race Track
- Farm Unit
- Dwelling other than Farm
- Dwellings Closely Spaced
- Seasonal Dwelling
- Seasonal Dwellings Closely Spaced
- Hotel or Inn
- Church
- Hospital
- Cemetery
- Church with Cemetery Adjacent
- Store or Small Business
- Factory or Industrial Plant
- Sawmill - Stationary
- Mine or Quarry
- Nursery
- School House
- Consolidated or Large School
- Post Office
- Town or Community Hall
- Mixed Cultural Features Closely Spaced
- County Home - Farm or Infirmary
- Pumping Station - Oil or Gas
- Combined Dwelling and Business
- Weight Station
- Forest Ranger Station
- Forest Lookout Tower
- MHTD Maintenance Shed
- State Highway Patrol Station
- State Capitol
- County Seat
- Other Cities, Towns and Villages

7-1-58	STATE HIGHWAYS	L.R.
10-7-76	COMPLETE NEW INVENTORY	L.R.
DATE	DESCRIPTION	BY
REVISIONS		

GENERAL HIGHWAY MAP
PULASKI COUNTY
MISSOURI

PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
1 0 1 2 3 4 MILES

POLYCONIC PROJECTION

Exhibit A5

9

Exhibit B

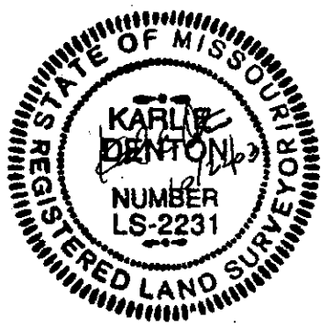
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

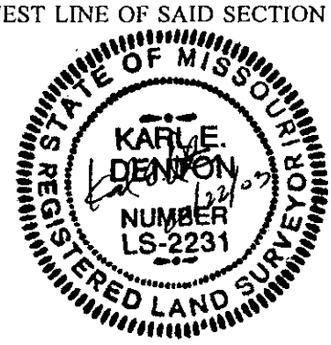
MILLER COUNTY

GASCOSAGE ELECTRIC COOPERATIVE SERVICE TERRITORY

LAND LOCATED IN MILLER COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 15 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH THREE AND ONE HALF (3 1/2) MILES MORE OR LESS TO THE SOUTH BANK OF THE OSAGE RIVER; THENCE SOUTHEASTERLY ALONG THE SOUTH BANK OF THE OSAGE RIVER TWO AND ONE HALF (2 1/2) MILES MORE OR LESS TO A POINT ON THE SOUTH BANK OF THE OSAGE RIVER IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 WEST, MILLER COUNTY, MISSOURI; THENCE NORTHEASTERLY ALONG THE SOUTH BANK OF THE OSAGE RIVER, SIX (6) MILES MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 14 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 14 WEST, ONE (1) MILE MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 14 WEST, MILLER COUNTY, MISSOURI ; THENCE CONTINUE SOUTH ALONG THE EAST BOUNDARY OF TOWNSHIP 40 NORTH, RANGE 14 WEST, FOUR (4) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 14 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE SOUTH ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 TO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE EAST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 39 NORTH AND TOWNSHIP 40 NORTH TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6 TO A POINT ONE THOUSAND (1000) FEET MORE OR LESS NORTH OF THE SOUTH LINE OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 WEST; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6, TO A POINT ONE THOUSAND (1000) FEET NORTH MORE OR



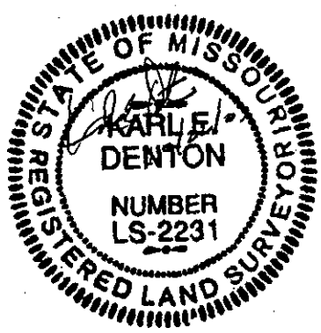
LESS OF THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5, TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST LINE OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 TO THE WEST LINE OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE WEST LINE OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 1 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6



TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST LINE OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTHEASTERLY TO THE MID POINT ON THE NORTH LINE OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY,



MISSOURI; THENCE NORTHEASTERLY TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND RANGE 12 WEST, SEVEN (7) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE CONTINUING SOUTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND RANGE 12 WEST, THREE (3) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE WEST EIGHTEEN (18) MILES MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 14 WEST AND RANGE 15 WEST, ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE WEST ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE NORTH ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE WEST ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE NORTH ONE (1) MILE MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 15 WEST; THENCE NORTH SEVEN (7) MILES MORE OR LESS TO THE POINT OF BEGINNING LOCATED AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 15 WEST, MILLER COUNTY, MISSOURI.



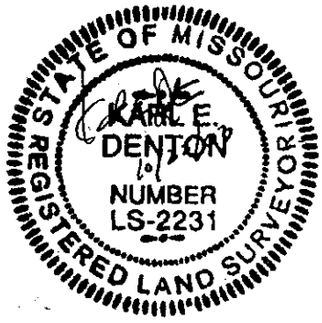
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

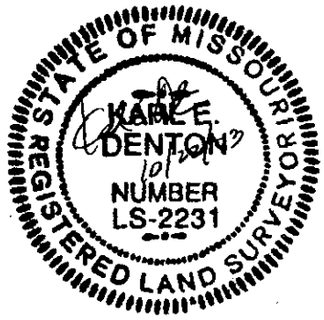
MARIES COUNTY

GASCOSAGE ELECTRIC COOPERATIVE SERVICE TERRITORY

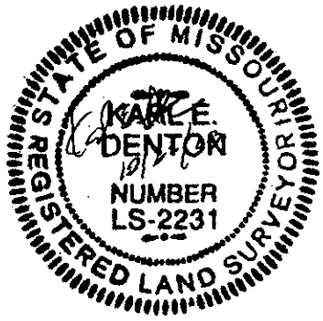
LAND LOCATED IN MARIES COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 6, TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 5, TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 4, TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH TO A POINT THREE HUNDRED (300) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO A POINT THREE HUNDRED (300) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH NORTH LINE OF SAID SECTION 12, ONE THOUSAND (1000) FEET MORE OR LESS TO A POINT; THENCE SOUTH AND PARALLEL WITH THE



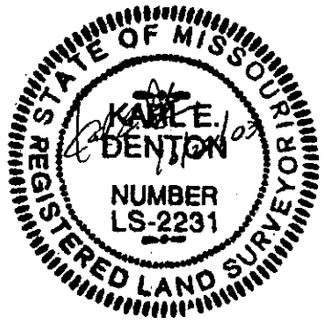
WEST LINE OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI SEVEN HUNDRED (700) FEET MORE OR LESS TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 12 TO A POINT ONE THOUSAND (1000) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SECTION 7. TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE QUARTER SECTION LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8 TO THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE SOUTHWEST CORNER OF SECTION 4 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH TO THE MID POINT OF THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI: THENCE EAST TO THE MID POINT OF THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE SOUTH TO A POINT NINE HUNDRED (900) FEET EAST MORE OR LESS OF THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTHEASTERLY TO A POINT SIX HUNDRED (600) FEET NORTH MORE OR LESS OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH



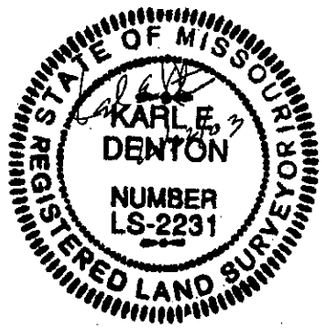
ALONG THE WEST LINE OF SAID SECTION 6 TO THE SOUTHWEST CORNER OF SECTION 6 TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 8 TO A POINT THREE HUNDRED AND THIRTY (330) FEET WEST MORE OR LESS OF THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 4 TO A POINT THREE HUNDRED AND THIRTY (330) FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG THE WEST LINE OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI, TO THE NORTH LINE OF THE GASCONADE RIVER; THENCE EAST TO A POINT SIX HUNDRED AND SIXTY (660) FEET NORTH MORE OR LESS OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE



NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 6 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5 TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI TO THE WEST LINE OF OLD HIGHWAY NO. 63 (ALSO KNOWN AS HIGHWAY RA); THENCE SOUTH ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH FIVE (5) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIPS 38 NORTH AND 39 NORTH, THREE (3) MILES MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE CONTINUING WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIPS 38 NORTH AND 39 NORTH, TWO (2) MILES MORE OR LESS TO THE WEST BANK OF THE GASCONADE RIVER; THENCE SOUTHWESTERLY ALONG THE WEST BANK OF THE GASCONADE RIVER, SIX (6) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE WEST TWELVE (12) MILES MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND RANGE 12 WEST, THREE (3) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 11 WEST,



MARIES COUNTY, MISSOURI; THENCE CONTINUING NORTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND RANGE 12 WEST, SEVEN (7) MILES MORE OR LESS TO THE POINT OF BEGINNING, SAID POINT BEING FOUR HUNDRED (400) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI.



Phelps County

Beginning at the range line dividing ranges five and six, west, where the township line between townships thirty-nine and forty crosses the same; thence west along the township line to the northwest corner of township thirty-nine; thence south to the southwest corner of said township thirty-nine; thence west with the township line to the middle of the main channel of the Gasconade River; thence with said river, in the middle of the main channel thereof, to where same crosses the east and west line dividing in half township thirty-eight; thence west with the subdivisional line to the northwest corner of section twenty-two, township thirty-eight, range ten, west; thence south with the subdivisional lines to the southeast corner of section thirty-three, township thirty-four, range ten, west; thence east on the township line to the southeast corner of section thirty-three, township thirty-four, range eight, west; thence north in the middle of range eight to the southeast corner of section thirty-three, township thirty-six, range eight, west; thence east to the range line dividing ranges five and six, west; thence north with said range line to the place of beginning.

Pulaski County

Beginning at the northeast corner of section twenty-one, township thirty-eight, range ten, west; thence south with the subdivisional lines to the southeast corner of section thirty-three, township thirty-four, range ten, west; thence west with the township lines between townships thirty-three and thirty-four to the southwest corner of section thirty-four, township thirty-four, range twelve, west; thence north with the subdivisional line to the northwest corner of section twenty-two, township thirty-four, range twelve, west; thence in a direct line to the southwest corner of township thirty-five, range thirteen, west; thence north with the range line between ranges thirteen and fourteen to the northwest corner of section nineteen, township thirty-eight, range thirteen, west; thence east with the subdivisional line to the place of beginning.

CAMDEN COUNTY

All of Section 20, Township 38 North, Range 14 West.

Exhibit
C1

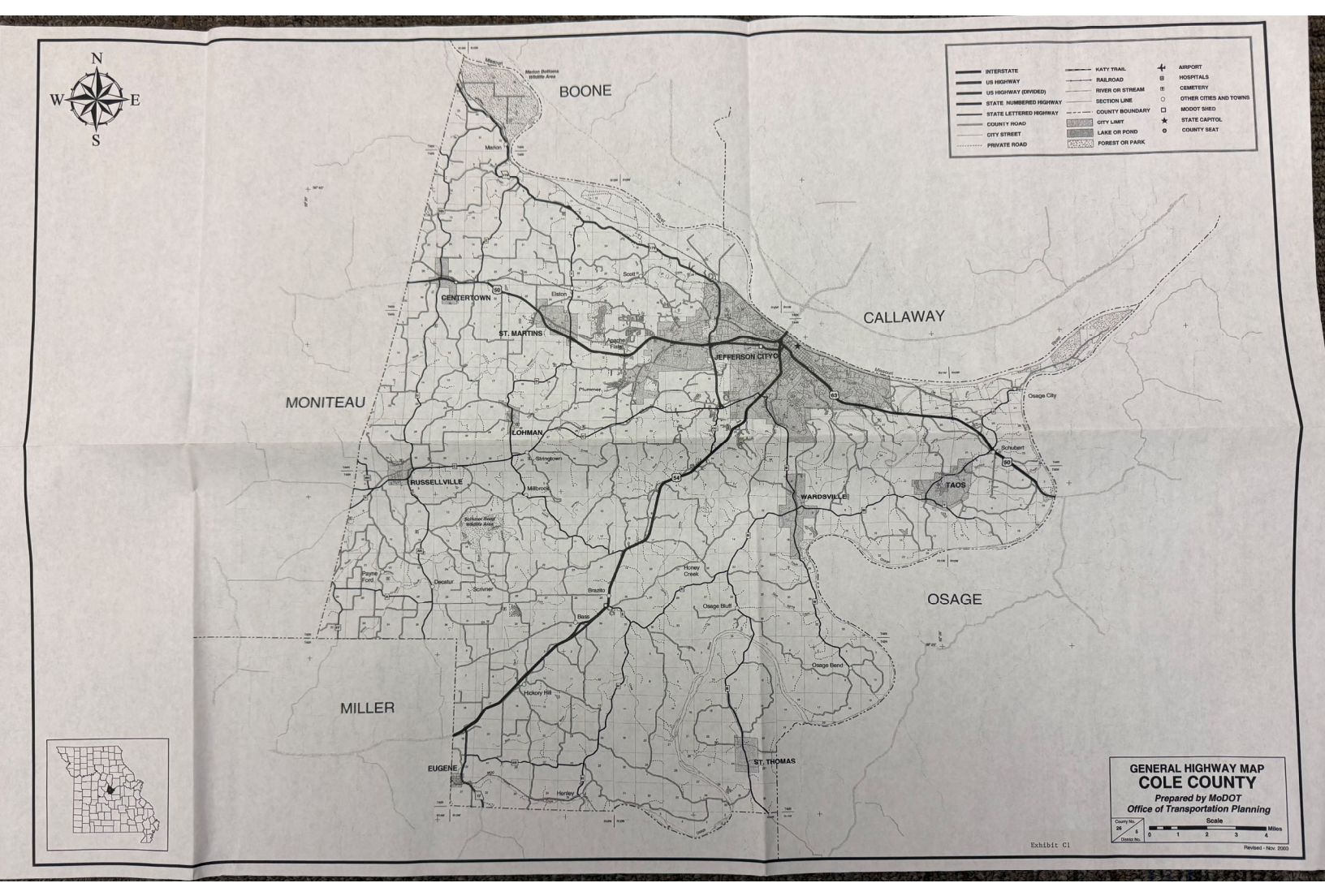

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INTERSTATE
US HIGHWAY
US HIGHWAY (DIVIDED)
STATE NUMBERED HIGHWAY
STATE LETTERED HIGHWAY
COUNTY ROAD
CITY STREET
PRIVATE ROAD
KATY TRAIL
RAILROAD
RIVER OR STREAM
SECTION LINE
COUNTY BOUNDARY
CITY LIMIT
LAKE OR POND
FOREST OR PARK
AIRPORT
HOSPITALS
CEMETERY
OTHER CITIES AND TOWNS
MODOT SHED
STATE CAPITOL
COUNTY SEAT
BOONE
CALLAWAY
MONITEAU
OSAGE
MILLER
CENTERTOWN
ST. MARTINS
JEFFERSON CITY
LOHMAN
RUSSELLVILLE
WARDSVILLE
TAOS
Osage City
Schubert
Stringtown
Millbrook
Scott
Elston
Plummer
Meron
Payne Ford
Decatur
Schnier
Brazito
Base
Hickory Hill
Osage Bend
Osage Bluff
Honey Creek
EUGENE
ST. THOMAS
Henley
GENERAL HIGHWAY MAP
COLE COUNTY
Prepared by MoDOT
Office of Transportation Planning
Scale
Miles
0 1 2 3 4
Exhibit C1
Revised - Nov. 2003

Exhibit
C2

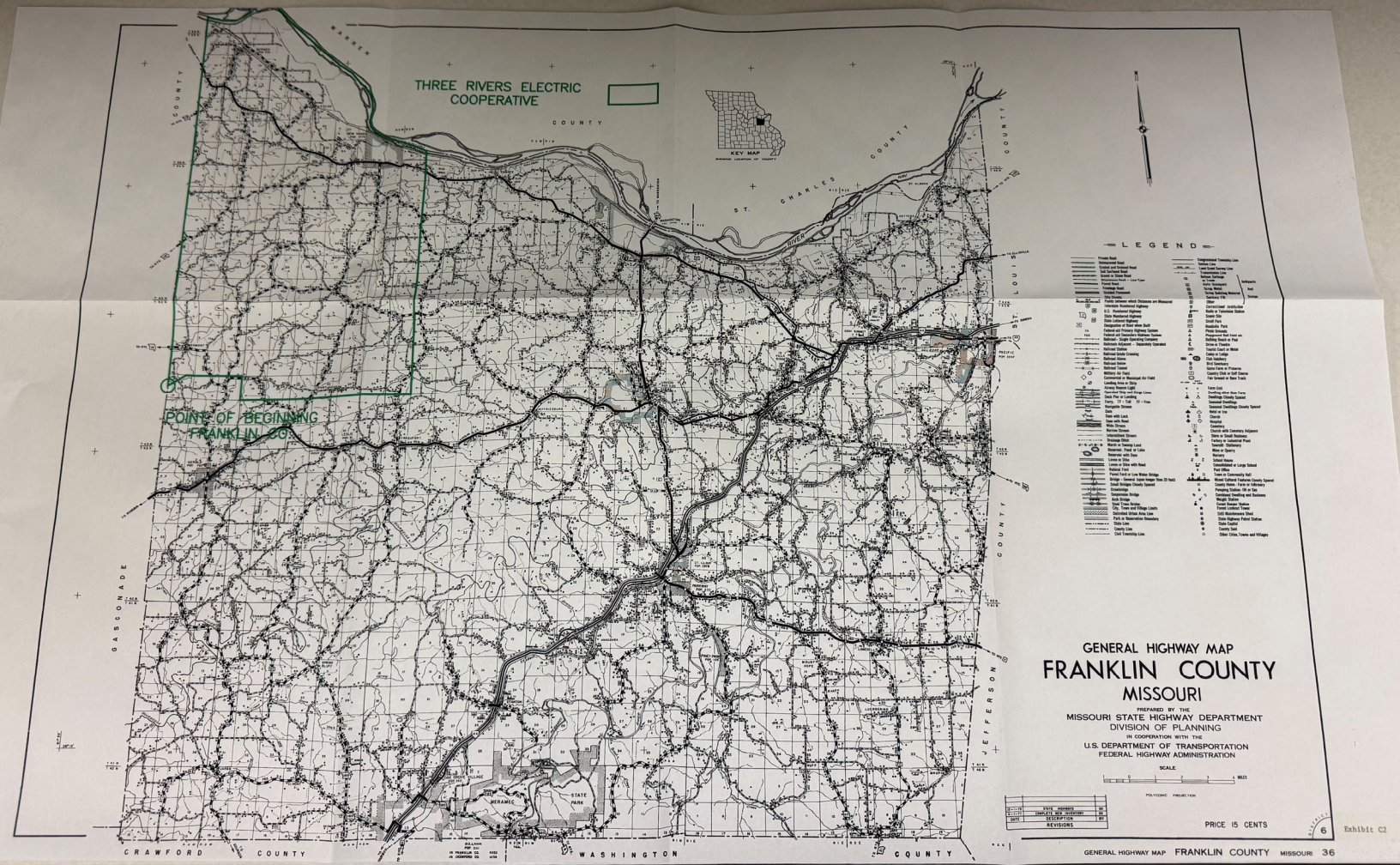
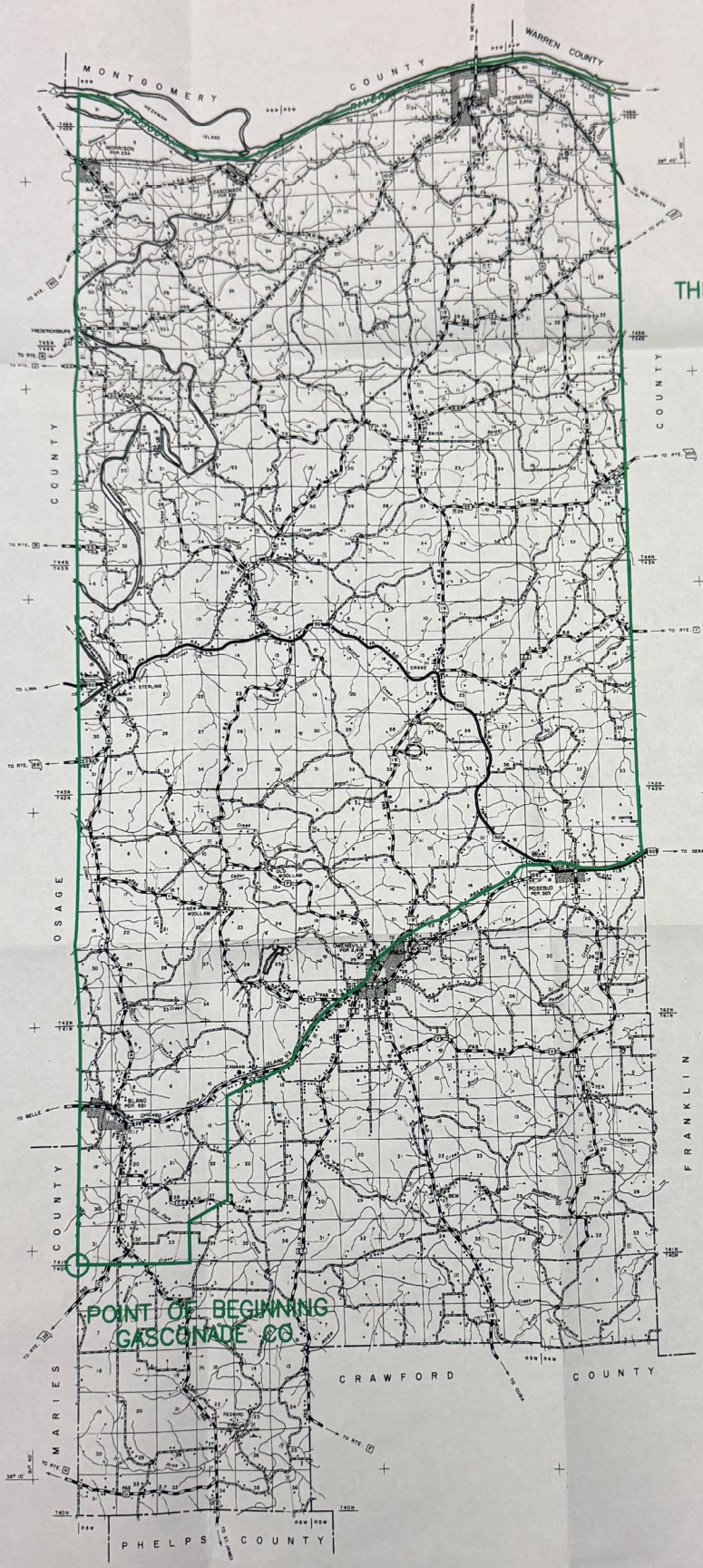

THREE RIVERS ELECTRIC COOPERATIVE
KEY MAP
POINT OF BEGINNING FRANKLIN CO.
WARREN COUNTY
GASCONADE COUNTY
CRAWFORD COUNTY
WASHINGTON COUNTY
JEFFERSON COUNTY
ST. CHARLES COUNTY
LOUIS CO.
MERAMEC STATE PARK
PACIFIC
LEGEND
GENERAL HIGHWAY MAP
FRANKLIN COUNTY
MISSOURI
PREPARED BY THE
MISSOURI STATE HIGHWAY DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE
POLYCONIC PROJECTION
STATE HIGHWAYS
COMPLETE NEW HIGHWAYS
DATE DESCRIPTION BY
REVISIONS
PRICE 15 CENTS
GENERAL HIGHWAY MAP FRANKLIN COUNTY MISSOURI 36

Exhibit C2

Exhibit
C3





LEGEND

Private Road
Unimproved Road
Graded and Drained Road
Soil Surfaced Road
Gravel or Stone Road
Bituminous Road – Low Type
Paved Road
Frontage Road
Divided Pavement
City Streets
Points between which Distances are Measured
Interstate Numbered Highway
U.S. Numbered Highway
State Numbered Highway
State Lettered Highway
Designation of Road when Built
Federal-aid Primary Highway System
Federal-aid Secondary Highway System
Railroad – Single Operating Company
Railroads Adjacent – Separately Operated
Railroad Station
Railroad Grade Crossing
Railroad Above
Railroad Below
Railroad Tunnel
Military Air Field
Commercial or Municipal Air Field
Landing Area or Strip
Airway Beacon Light
Operated Ship and Barge Lines
Dock Pier or Landing
Ferry. TF = Toll FF = Free
Navigable Stream
Dam
Dam with Lock
Dam with Road
Wide Stream
Narrow Stream
Intermittent Stream
Drainage Ditch
Marsh or Swamp Land
Reservoir, Pond or Lake
Reservoir with Dam
Levee or Dike
Levee or Dike with Road
Natural Ford
Paved Ford or Low Water Bridge
Bridge – General (span longer than 20 feet)
Small Bridges Closely Spaced
Drawbridge
Suspension Bridge
Arch Bridge
Steel Truss Bridge
City, Town and Village Limits
Delimited Urban Area Line
Park or Reservation Boundary
State Line
County Line
Civil Township Line

Congressional Township Line
Section Line
Land Grant Survey Line
Transmission Line
Refuse Garbage or Trash
Auto Graveyard
Scrap Metal
Scrap Building Material
Sanitary Fill
Other
Junkyards And Dumps
Correctional Institution
Radio or Television Station
Scenic Site
Small Park
Roadside Park
Picnic Grounds
Playground Ball Field etc.
Bathing Beach or Pool
Drive-in Theatre
Tourist Court or Motel
Camp or Lodge
Fish Hatchery
Bird Sanctuary
Game Farm or Preserve
Country Club or Golf Course
Fair Ground or Race Track
Farm Unit
Dwelling other than Farm
Dwellings Closely Spaced
Seasonal Dwellings
Seasonal Dwellings Closely Spaced
Hotel or Inn
Church
Hospital
Cemetery
Church with Cemetery Adjacent
Store or Small Business
Factory or Industrial Plant
Sawmill - Stationary
Mine or Quarry
Nursery
School House
Consolidated or Large School
Post Office
Town or Community Hall
Mixed Cultural Features Closely Spaced
County Home - Farm or Infirmary
Pumping Station - Oil or Gas
Combined Dwelling and Business
Weight Station
Forest Ranger Station
Forest Lookout Tower
SWD Maintenance Shed
State Highway Patrol Station
State Capitol
County Seat
Other Cities, Towns and Villages

N

5-1-72	STATE HIGHWAYS	SEL
5-2-75	COMPLETE NEW INVENTORY	SEL
DATE	DESCRIPTION	BY
REVISIONS		

GENERAL HIGHWAY MAP
GASCONADE COUNTY
MISSOURI

PREPARED BY THE
MISSOURI STATE HIGHWAY DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE
1 0 1 2 3 4 MILES

POLYCONIC PROJECTION

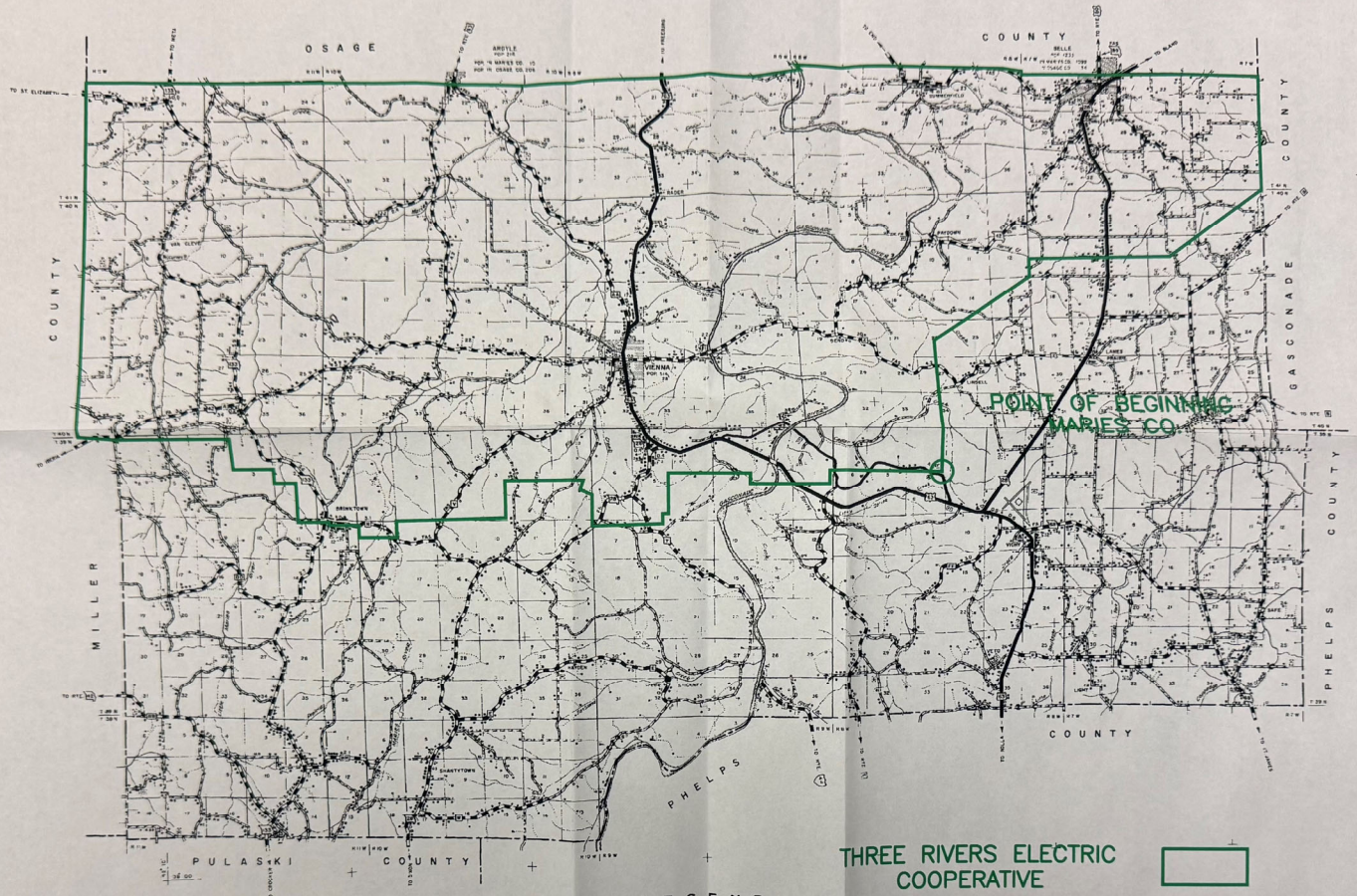
Exhibit C3

PRICE 15 CENTS

GENERAL HIGHWAY MAP GASCONADE COUNTY MISSOURI 37

DISTRICT 6

Exhibit
C4



KEY MAP
SHOWING LOCATION OF COUNTY

LEGEND

GENERAL HIGHWAY MAP

MARIES COUNTY

MISSOURI

PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE

POLYCONIC PROJECTION

DATE	DESCRIPTION	BY
1 - 1 - 57	STATE MILEAGES	S.S.L.
1 - 22 - 58	COMPLETE MILE INVENTORY	S.S.P.
	REVISIONS	

Exhibit C4

5

Exhibit
C5

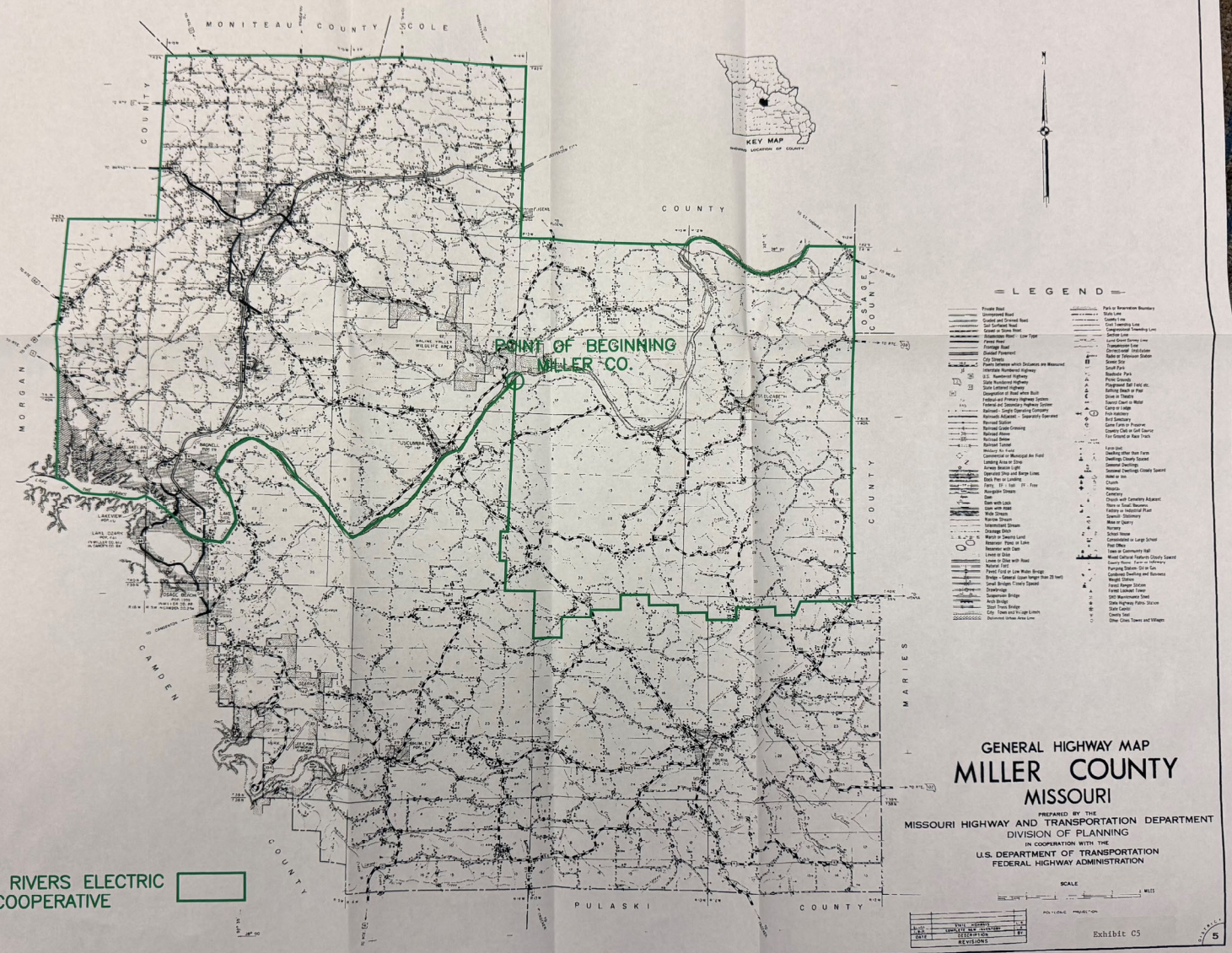

MONITEAU COUNTY
COLE COUNTY
MORGAN COUNTY
OSAGE COUNTY
CAMDEN COUNTY
MARIES COUNTY
PULASKI COUNTY
KEY MAP
SHOWING LOCATION OF COUNTY
POINT OF BEGINNING
MILLER CO.
LEGEND
THREE RIVERS ELECTRIC COOPERATIVE
GENERAL HIGHWAY MAP
MILLER COUNTY
MISSOURI
PREPARED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE
MILES
POLYCONIC PROJECTION
DATE
REVISIONS
Exhibit C5
5

Exhibit
C6

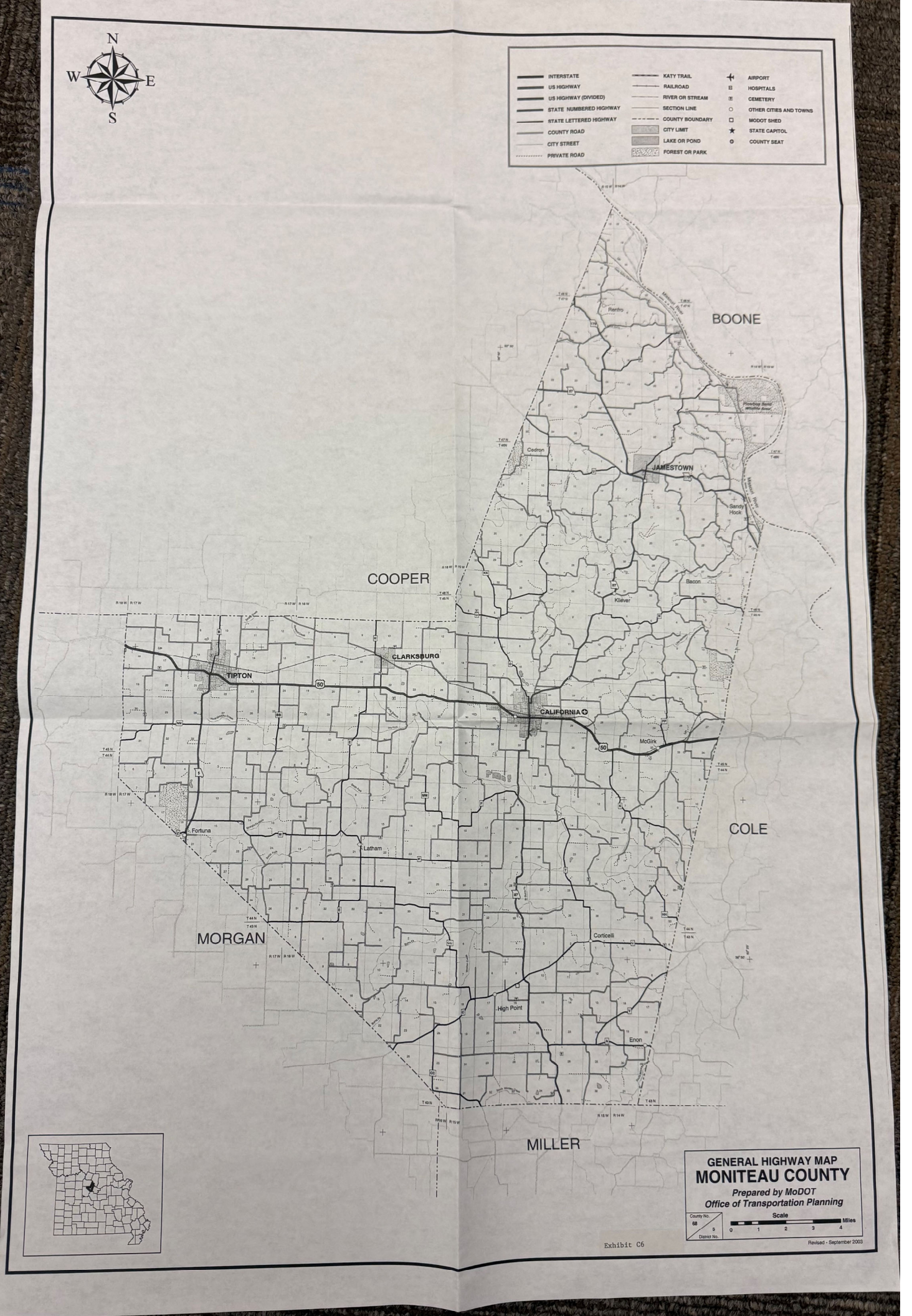

N
W
E
S
INTERSTATE
US HIGHWAY
US HIGHWAY (DIVIDED)
STATE NUMBERED HIGHWAY
STATE LETTERED HIGHWAY
COUNTY ROAD
CITY STREET
PRIVATE ROAD
KATY TRAIL
RAILROAD
RIVER OR STREAM
SECTION LINE
COUNTY BOUNDARY
CITY LIMIT
LAKE OR POND
FOREST OR PARK
AIRPORT
HOSPITALS
CEMETERY
OTHER CITIES AND TOWNS
MODOT SHED
STATE CAPITOL
COUNTY SEAT
BOONE
COOPER
MORGAN
COLE
MILLER
Renfro
Cedron
JAMESTOWN
Sandy Hook
Bacon
Kliever
CLARKSBURG
TIPTON
CALIFORNIA
McGirk
S. Fortuna
Latham
Corticelli
High Point
Enon
Pinnacle Bend Wildlife Area
Missouri River
GENERAL HIGHWAY MAP
MONITEAU COUNTY
Prepared by MoDOT
Office of Transportation Planning
County No. 68
District No. 9
Scale
Miles
0 1 2 3 4
Revised - September 2003
Exhibit C6

Exhibit
C7

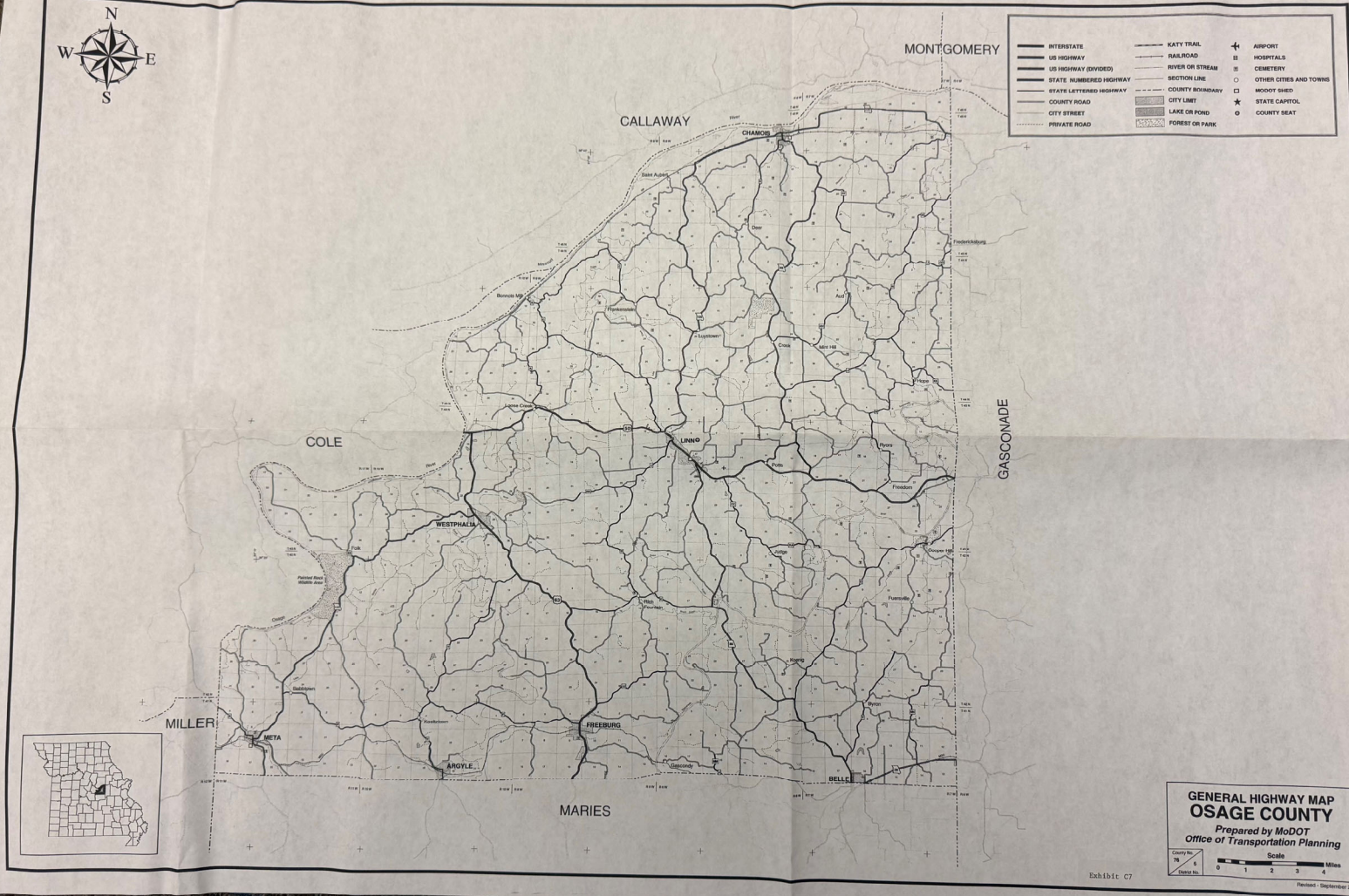

N
W
E
S
MONTGOMERY
CALLAWAY
COLE
GASCONADE
MILLER
MARIES
CHAMOIS
LINN
WESTPHALIA
META
ARGYLE
FREEBURG
BELLE
Fredericksburg
Bonnots Mill
Henleyville
Luystown
Dixie
Mine Hill
Hope
Jones Creek
Potts
Ryore
Freedom
Folk
Palmyra
Fuemsville
Rising
Byron
Gasconade
Swiss
Ross
Owens Hill
Zion
Gladstown
Zoellerstown
Deer
Aud
Stake Auger
Palmed Rock Wildlife Area
INTERSTATE
US HIGHWAY
US HIGHWAY (DIVIDED)
STATE NUMBERED HIGHWAY
STATE LETTERED HIGHWAY
COUNTY ROAD
CITY STREET
PRIVATE ROAD
KATY TRAIL
RAILROAD
RIVER OR STREAM
SECTION LINE
COUNTY BOUNDARY
CITY LIMIT
LAKE OR POND
FOREST OR PARK
AIRPORT
HOSPITALS
CEMETERY
OTHER CITIES AND TOWNS
MODOT SHED
STATE CAPITOL
COUNTY SEAT
GENERAL HIGHWAY MAP
OSAGE COUNTY
Prepared by MoDOT
Office of Transportation Planning
County No. 76
District No. 5
Scale
Miles
0 1 2 3 4
Revised - September 2003
Exhibit C7

Exhibit D

Cole County

Beginning at the southwest corner of section thirty-two, in township forty-three, in range fourteen; thence in a direct line to the Missouri River, to a point where the subdivisional line between fractional sections twelve and thirteen, township forty-six, range fourteen, intersects the range line between ranges thirteen and fourteen; thence in a direct line to the nearest point in the middle of the main channel of the Missouri River; thence down the middle of the main channel thereof to a point where the middle of the main channel of the Osage River intersects the same; thence up the middle of the main channel of the Osage River to the mouth of Profit's Creek; thence up said creek to the range line between ranges eleven and twelve; thence south with the said line to the southeast corner of township forty-two of range twelve; thence west with the township line between townships forty-one and forty-two to the middle of the main channel of the Osage River; thence up the same, in the middle of the main channel thereof, to a point where the township line between townships forty-one and forty-two crosses the same a second time; thence west with said line to the southwest corner of township forty-two, in range thirteen; thence north to the northwest corner of said township; thence west with the township line between townships forty-two and forty-three to the place of beginning.

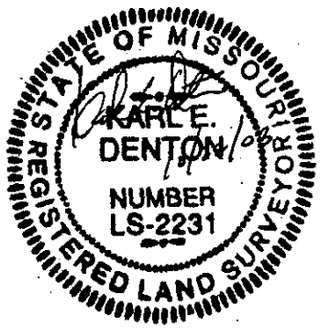
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

FRANKLIN COUNTY

THREE RIVERS ELECTRIC COOPERATIVE SERVICE TERRITORY

LAND LOCATED IN FRANKLIN COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 4 WEST, FRANKLIN COUNTY, MISSOURI; THENCE IN A NORTHEASTERLY DIRECTION TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 4 WEST; THENCE EAST TWO AND ONE-HALF (2½) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 3 WEST; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 3 WEST AND RANGE 4 WEST, ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 3 WEST; THENCE EAST SEVEN (7) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 2 WEST; THENCE NORTH TEN AND ONE-HALF (10½) MILES MORE OR LESS TO THE CENTER OF MISSOURI RIVER SAID POINT BEING ON THE EAST LINE OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 2 WEST; THENCE NORTHWESTERLY ALONG THE CENTER OF THE MISSOURI RIVER 14 MILES MORE OR LESS TO THE INTERSECTION OF THE CENTER OF THE MISSOURI RIVER AND THE WEST LINE OF SECTION 34, TOWNSHIP 46 NORTH, RANGE 4 WEST; THENCE SOUTH SIXTEEN (16) MILES MORE OR LESS TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 4 WEST, FRANKLIN COUNTY, MISSOURI.



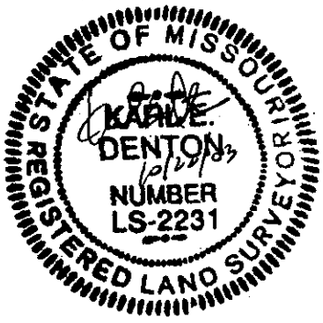
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

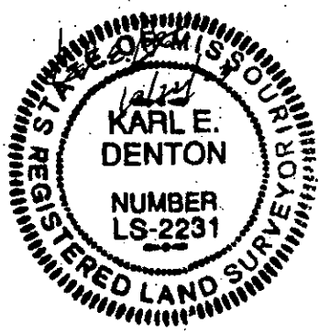
GASCONADE COUNTY

THREE RIVERS ELECTRIC COOPERATIVE SERVICE TERRITORY

LAND LOCATED IN GASCONADE COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 6 WEST, GASCONADE COUNTY, MISSOURI; THENCE EAST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 40 NORTH AND TOWNSHIP 41 NORTH THREE (3) MILES MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTH BETWEEN SECTIONS 33 AND 34, TOWNSHIP 41 NORTH, RANGE 6 WEST ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTHEAST ONE AND ONE TENTH MILES (1.1) MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTH BETWEEN SECTIONS 26 AND 27, TOWNSHIP 41 NORTH, RANGE 6 WEST, ONE HALF (1/2) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTH BETWEEN SECTIONS 22 AND 23, TOWNSHIP 41 NORTH, RANGE 6 WEST, ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTH BETWEEN SECTIONS 14 AND 15, TOWNSHIP 41 NORTH, RANGE 6 WEST, ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 6 WEST; THENCE NORTHEAST TWO (2) MILES MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI ROUTE 28 @ STATION 325+00; THENCE NORTH TWO HUNDRED AND TWENTY-FIVE (225) FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROADS; THENCE NORTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROADS ELEVEN (11) MILES MORE OR LESS TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROADS AND THE EAST LINE OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 4 WEST, GASCONADE COUNTY, MISSOURI; THENCE NORTH TWENTY-ONE (21) MILES MORE OR LESS TO THE CENTER OF THE MISSOURI RIVER SAID POINT BEING ON THE EAST LINE OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 4 WEST; THENCE IN A WESTERLY DIRECTION ALONG THE CENTER OF THE MISSOURI RIVER FIFTEEN (15) MILES MORE OR LESS TO THE INTERSECTION OF THE CENTER OF MISSOURI RIVER AND THE WEST LINE OF SECTION 31, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE SOUTH THIRTY-ONE (31) MILES MORE OR LESS TO



THE POINT OF BEGINNGING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 6 WEST, GASCONADE COUNTY, MISSOURI.



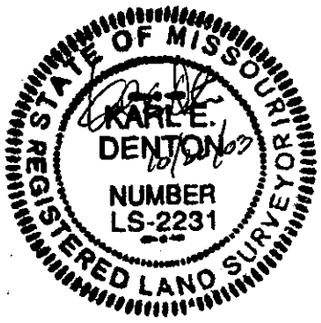
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

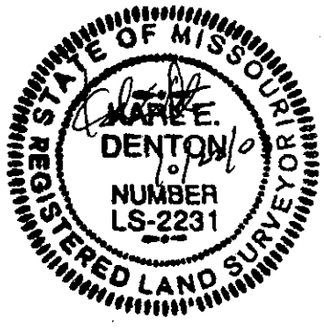
MARIES COUNTY

THREE RIVERS ELECTRIC COOPERATIVE SERVICE TERRITORY

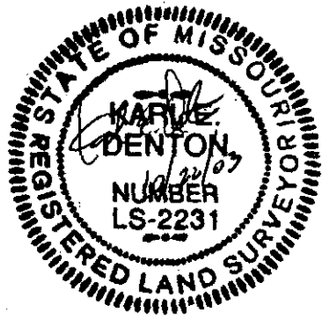
LAND LOCATED IN MARIES COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI AND THE WEST LINE OF OLD HIGHWAY NO. 63 (ALSO KNOWN AS HIGHWAY RA); THENCE EAST ALONG THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST; THENCE NORTH BETWEEN SECTIONS 3 AND 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST; THENCE WEST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 WEST; THENCE NORTH ALONG THE QUARTER SECTION LINE ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 8 WEST; THENCE NORTH ALONG THE QUARTER SECTION LINE ONE (1) MILE MORE OR LESS TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 8 WEST; THENCE NORTH ALONG THE QUARTER SECTION LINE ONE-HALF (1/2) MILE MORE OR LESS TO THE CENTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 8 WEST; THENCE NORTHEAST THREE AND TWO TENTHS MILES (3.2) MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 7 WEST AND RANGE 8 WEST, TOWNSHIP 40 NORTH, ONE-HALF (1/2) MILE MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE QUARTER SECTION LINE ONE (1) MILE MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE QUARTER SECTION LINE ONE (1) MILE MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE QUARTER SECTION LINE ONE (1) MILE MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE QUARTER SECTION LINE ONE-HALF (1/2) MILE MORE



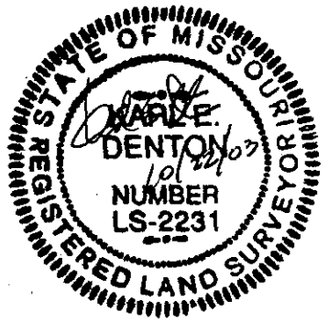
OR LESS TO THE CENTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 7 WEST; THENCE NORTHEAST THREE (3) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 7 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 6 WEST AND RANGE 7 WEST THREE (3) MILES MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 7 WEST, MARIES COUNTY, MISSOURI; THENCE WEST SIX (6) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 7 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 7 WEST AND RANGE 8 WEST, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 8 WEST; THENCE WEST FIVE AND THREE QUARTER (5¾) MILES MORE OR LESS TO THE CENTER OF THE GASCONADE RIVER; THENCE SOUTHEASTERLY ALONG THE CENTER OF THE GASCONADE RIVER THREE HUNDRED (300) FEET MORE OR LESS TO A POINT; THENCE WEST TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 WEST; THENCE WEST ONE (1) MILE MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9 WEST; THENCE WEST FOUR AND THREE QUARTER (4¾) MILES TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 9 WEST AND RANGE 10 WEST, TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 WEST; THENCE WEST SIX (6) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 10 WEST AND RANGE 11 WEST TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 WEST; THENCE WEST SIX (6) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND 12 WEST, NINE (9) MILES MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 39 NORTH AND TOWNSHIP 40 NORTH TO THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39, RANGE 12 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTHEASTERLY TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE TOWNSHIP LINE TO A POINT FOUR HUNDRED



(400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE TOWNSHIP LINE TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH THE TOWNSHIP LINE TO A POINT FOUR HUNDRED (400) FEET SOUTH MORE OR LESS, OF THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH TO A POINT THREE HUNDRED (300) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO A POINT THREE HUNDRED (300) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 WEST, MARIES COUNTY, MISSOURI; THENCE EAST AND PARALLEL WITH NORTH LINE OF SAID SECTION 12, ONE THOUSAND (1000) FEET MORE OR LESS TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 WEST, SEVEN HUNDRED (700) FEET MORE OR LESS TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 12 TO A POINT ONE THOUSAND (1000) FEET SOUTH MORE OR LESS OF THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE QUARTER SECTION LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8 TO THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 5



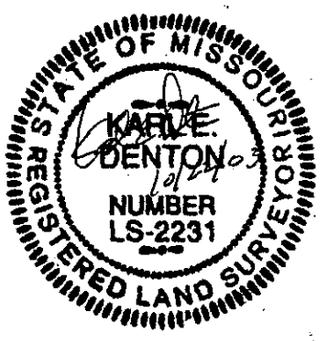
TO THE SOUTHWEST CORNER OF SECTION 4 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH TO THE MID POINT OF THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO THE MID POINT OF THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE SOUTH TO A POINT NINE HUNDRED (900) FEET EAST MORE OR LESS OF THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1 TOWNSHIP 39 NORTH, RANGE 10 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTHEASTERLY TO A POINT SIX HUNDRED (600) FEET NORTH MORE OR LESS OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6 TO THE SOUTHWEST CORNER OF SECTION 6 TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 8 TO A POINT THREE HUNDRED AND THIRTY (330) FEET WEST MORE OR LESS OF



THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 4 TO A POINT THREE HUNDRED AND THIRTY (330) FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG THE WEST LINE OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI, TO THE NORTH LINE OF THE GASCONADE RIVER; THENCE EAST TO A POINT SIX HUNDRED AND SIXTY (660) FEET NORTH MORE OR LESS OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 6 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE

STATE OF MISSOURI
KARL E. DENTON
NUMBER LS-2231
REGISTERED LAND SURVEYOR

NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5 TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 WEST, MARIES COUNTY, MISSOURI TO THE WEST LINE OF OLD HIGHWAY NO. 63 (ALSO KNOWN AS HIGHWAY RA) FOR A TERMINUS.



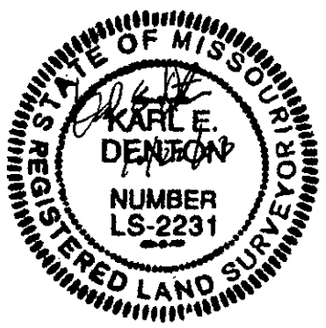
SERVICE TERRITORIAL AGREEMENT

METES & BOUNDS LEGAL DESCRIPTION

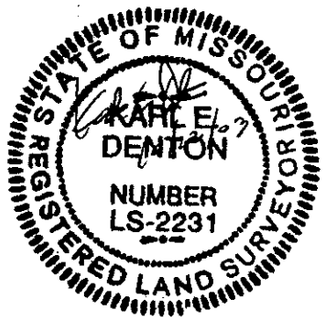
MILLER COUNTY

THREE RIVERS ELECTRIC COOPERATIVE SERVICE TERRITORY

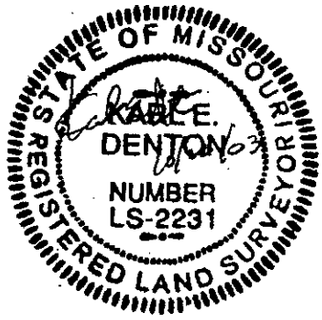
LAND LOCATED IN MILLER COUNTY OF THE STATE OF MISSOURI, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 14 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 14 WEST, ONE (1) MILE MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 14 WEST, MILLER COUNTY, MISSOURI; THENCE CONTINUE SOUTH ALONG THE EAST BOUNDARY OF TOWNSHIP 40 NORTH, RANGE 14 WEST, FOUR (4) MILES MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 14 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE SOUTH ONE (1) MILE MORE OR LESS TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 TO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST ONE (1) MILE MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE EAST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIPS 39 NORTH AND 40 NORTH TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 WEST; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6 TO A POINT ONE THOUSAND (1000) FEET MORE OR LESS NORTH OF THE SOUTH LINE OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 WEST; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6, TO A POINT ONE THOUSAND (1000) FEET NORTH MORE OR LESS, OF THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5, TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST



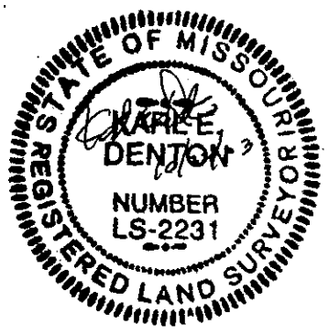
LINE OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 TO THE WEST LINE OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE WEST LINE OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 1 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST LINE OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 TO THE NORTHWEST CORNER OF LOT 3 OF



THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTHEASTERLY TO THE MID POINT ON THE NORTH LINE OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE EAST ALONG THE NORTH LINE OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI, TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF LOT 4 OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 5 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST, MILLER COUNTY, MISSOURI; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 6 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 39 AND TOWNSHIP 40 NORTH, TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 11 WEST AND RANGE 12 WEST, TWELVE (12) MILES MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN



TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH, ONE AND THREE QUARTER (1¾) MILES MORE OR LESS TO THE CENTER OF THE OSAGE RIVER; THENCE ALONG THE CENTER OF THE OSAGE RIVER IN A WESTERLY DIRECTION, TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 12 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH, SIX (6) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 13 WEST; THENCE NORTH ALONG THE RANGE LINE BETWEEN RANGE 13 WEST AND RANGE 14 WEST, SIX (6) MILES MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 14 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 42 NORTH AND TOWNSHIP 43 NORTH, TWELVE (12) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 15 WEST; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 15 WEST AND RANGE 16 WEST, SIX (6) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 15 WEST; THENCE WEST ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH, THREE (3) MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 16 WEST; THENCE SOUTH NINE (9) MILES MORE OR LESS TO THE CENTER OF THE OSAGE RIVER IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 16 WEST; THENCE IN A EASTERLY DIRECTION ALONG THE CENTER OF THE OASGE RIVER SIX (6) MILES MORE OR LESS TO A POINT IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE CONTINUING ALONG THE CENTER OF THE OSAGE RIVER IN A NORTHERLY DIRECTION FOUR AND ONE-HALF (4½) MILES MORE OR LESS TO A POINT IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 15 WEST; THENCE CONTINUING ALONG THE CENTER OF THE OSAGE RIVER IN A SOUTHEASTERLY DIRECTION FOUR AND THREE QUARTER (4¾) MILES MORE OR LESS TO A POINT IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 WEST; THENCE CONTINUING ALONG THE CENTER OF THE OSAGE RIVER IN A NORTHEASTERLY DIRECTION SEVEN AND THREE QUARTER (7¾) MILES MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 14 WEST, SAID POINT BEING THE POINT OF BEGINNING.



Moniteau County

Beginning at a point in the middle of the main channel of the Missouri River, where the prolongation north of the range line between ranges fourteen and fifteen would intersect the same; thence in a direct line to the southwest corner of township forty-six, range fifteen; thence south to the northeast corner of section twelve, township forty-five, range sixteen; thence west with the subdivisional lines to the northwest corner of section seven, township forty-five, range seventeen; thence south with the range line between ranges seventeen and eighteen to the northwest corner of section seven, township forty-four, range seventeen; thence in a direct line to the southeast corner of township forty-three, range sixteen; thence east with the township line between townships forty-two and forty-three to the southeast corner of section thirty-one, township forty-three, range fourteen; thence in a direct line to a point on the Missouri River where the line between fractional sections twelve and thirteen in township forty-six, range fourteen, intersects the range line between ranges thirteen and fourteen; thence in a direct line to the nearest point in the middle of the main channel of the Missouri River; thence up the same in the middle of the main channel thereof, to the place of beginning.

Osage County

Beginning at a point in the middle of the main channel of the Missouri River, where the prolongation north of the range line between ranges six and seven would intersect the same; thence south with said range line to the southeast corner of section thirteen, township forty-one, range seven, west; thence west with the subdivisional lines to the southwest corner of section eighteen, township forty-one, range eleven, west; thence north with the range line between ranges eleven and twelve, to its northern crossing of Profit's Creek; thence down said creek to the middle of the main channel of the Osage River; thence down the Osage River, in the middle of the main channel thereof, to the middle of the main channel of the Missouri River; thence down the Missouri River, in the middle of the main channel thereof, to the place of beginning.

EXHIBIT 2

Gascosage Electric Cooperative Board of Directors Resolution

CERTIFIED COPY OF RESOLUTION

TERRITORIAL AGREEMENT WITH THREE RIVERS ELECTRIC COOPERATIVE AND GASCOSAGE ELECTRIC COOPERATIVE

I, Norma K. Riddle, do hereby certify that: I am Secretary of Gascosage Electric Cooperative (hereinafter called the "Cooperative"), the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Cooperative at the regular meeting held on August 26, 2003 and entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative, and said resolution has not been rescinded or modified.

Motion was made, seconded and passed to accept the Territorial Agreement between Gascosage Electric Cooperative and Three Rivers Electric Cooperative.

RESOLVED, that the proposed Territorial Agreement between Gascosage Electric Cooperative and Three Rivers Electric Cooperative (Three Rivers), substantially in the form presented to this meeting, be and the same are hereby approved; and

BE IT FURTHER RESOLVED, that the President, General Manager and Attorney are authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include making such changes to the Territorial Agreement and Application to the Public Service Commission as may be needed for the approval of said application and so as to comply with any Order issued by the Public Service Commission.

BE IT FURTHER RESOLVED, that the officers, General Manager, staff, and general counsel are hereby authorized to take such actions and execute such documents as are in their judgment necessary or appropriate to carry out the intent of this resolution including but not limited to filing an application with the Missouri Public Service Commission for approval of the Territorial Agreement between the Cooperative and Three Rivers.

CERTIFICATE OF SECRETARY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Gascosage Electric Cooperative this 26th day of August, 2003.

Norma Riddle

Secretary

EXHIBIT 3

Three Rivers Electric Cooperative Board of Directors Resolution

THREE RIVERS ELECTRIC COOPERATIVE

1324 East Main Street • P. O. Box 918 • Linn, Missouri 65051 573-897-2251 • Fax 573-897-3511

Regular Meeting of Board of Directors

* * * * * * * * * * * * * * * * *

RESOLVED: that the proposed Territorial Agreement between Three Rivers Electric Cooperative, and Gascosage Electric Cooperative, substantially in the form submitted to this meeting be approved and that the President and Secretary are authorized to execute said Territorial Agreement; and

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

BE IT FURTHER RESOLVED, that the President, General Manager and Attorney are authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include making such changes to the Territorial Agreement as may be needed prior to filing the application for approval and so as to comply with any Order issued by the Public Service Commission.

* * * * * * * * * * * * * * * * *

Certificate of Secretary

I, Charles Koelling, certify that I am Secretary of Three Rivers Electric Cooperative and that the above and foregoing is a true excerpt from the minutes of a regular meeting of the Board of Directors of said Cooperative properly held on August 26, 2003, and that the above portion of the minutes have not been modified or rescinded.

IN WITNESS WHEREOF I have set my hand and affixed the seal of the Cooperative this 26th day of August, 2003.

Charles E Koelling

Charles Koelling, Secretary

EXHIBIT 4

Gascosage Electric Cooperative certified copy of the Articles of Incorporation and Certificate of Good Standing from the secretary of state

STATE OF MISSOURI

Matt Blunt
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF GOOD STANDING

I, MATT BLUNT, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

GASCOSAGE ELECTRIC COOPERATIVE
Q00066338

was created under the laws of this State on the 18th day of September, 1945, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 20th day of October, 2004

Matt Blunt
Secretary of State

Certification Number: 7109913-1 Reference:
Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

SOS #30 (1-01)

STATE OF MISSOURI

Matt Blunt
Secretary of State

Q00066338

CERTIFICATE OF CORPORATE RECORDS

GASCOSAGE ELECTRIC COOPERATIVE

I, MATT BLUNT, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 20th day of October, 2004

Matt Blunt

Secretary of State

Certification Number: 710[illegible]-[illegible]-[illegible]
Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

SOS #30 (1-01)

ARTICLES OF INCORPORATION

of

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

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

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

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

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

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

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

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

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

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

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

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

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

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

Notary Public

(Seal)

My Commission expires 12-1-1947

FILED AND CERTIFICATE OF INCORPORATION ISSUED

SEP 18 1945

Secretary of State

DOMESTIC

No. 66338 Electric Loop

Articles of Incorporation

NAME

Harcoage Electric Cooperative

Address of Registered Office

Dixon

Amount of Authorized Shares $ _____

or

_____ Shares of No Par Value

For a Term of 25 Yrs

Years _____

FILED AND CERTIFICATE OF INCORPORATION ISSUED

SEP 18 1945 — Sept 18-45

Thomas Toole

Secretary of State

MID-STATE PRINTING CO., JEFFERSON CITY, MO. X45564

STATE OF MISSOURI

[redacted]

[redacted] an association organized under the name of

GASCONADE RURAL ELECTRIC COOPERATIVE

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

CO-OPERATIVE RURAL ELECTRIC PURPOSES:

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

GASCONADE ELECTRIC COOPERATIVE

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

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

Secretary of State.

EXHIBIT 5

Three Rivers Electric Cooperative certified copy of the Articles of Incorporation and Certificate of Good Standing from the secretary of state

STATE OF MISSOURI

Matt Blunt
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF GOOD STANDING

I, MATT BLUNT, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

THREE RIVERS ELECTRIC COOPERATIVE
Q00062158B

was created under the laws of this State on the 27th day of February, 1939, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 19th day of October, 2004

Matt Blunt
Secretary of State

Certification Number: 7107206-1 Reference:
Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

SOS #30 (1-01)

STATE OF MISSOURI

Matt Blunt
Secretary of State

Q00062158B

CERTIFICATE OF CORPORATE RECORDS

THREE RIVERS ELECTRIC COOPERATIVE

I, MATT BLUNT, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 20th day of October, 2004

Matt Blunt

Secretary of State

Certification Number: 710-205-1 Reference:
Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

SOS #30 (1-01)

62158½

ARTICLES OF CONVERSION

of

THREE RIVERS ELECTRIC COOPERATIVE

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

Three Rivers Electric Cooperative, for the purpose of becoming converted into a cooperative, non-profit, membership corporation pursuant to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386 et seq., hereby certifies and states as follows:

FIRST: The name of the Corporation prior to its conversion into a cooperative is Three Rivers Electric Cooperative.

SECOND: The address of the principal office of the Corporation is Linn, Osage County, Missouri.

THIRD: The articles of incorporation of the Corporation were filed in the office of the Secretary of State on February 27, 1939.

FOURTH: The Corporation was organized as a cooperative association under Mo. Rev. Stat. (1939), Sections 14406, et seq.

FIFTH: The name assumed by the Corporation is Three Rivers Electric Cooperative.

SIXTH: The Corporation elects to become a cooperative, non-profit, membership corporation subject to the Rural Electric Cooperative Act, Mo. Rev. Stat. (1939), Sections 5386, et seq.

SEVENTH: The manner and basis of converting shares of stock of the Corporation into memberships in the converted corporation after completion of the conversion shall be as follows: Each stockholder of the Corporation shall automatically, upon completion of the conversion, become a member in the converted corporation.

EIGHTH: The board of directors of the Corporation shall constitute the board of directors of the converted corporation and shall hold office until the next following annual meeting of the members or until their successors shall have been elected and shall have qualified. The names and addresses of the directors are as

follows:

NAME	ADDRESS
J. August Lahmeyer	Bland, Mo., Rt. 2, Box 106
B. F. Schwartze	Freeburg, Missouri, Rt. 1
J. C. Walther	Jefferson City, Mo., Rt. 3
Otto J. Busch	Jefferson City, Mo., Rt. 4
Adolph Boehmer	Linn, Missouri, Rt. 2
Wm. J. Boettcher	Bland, Missouri, Rt. 2
W. S. Miller	Hope, Missouri
Fred C. Mochel	Hermann, Mo. Rt. 1
Garland Dooley	Eldon, Missouri

NINTH: New bylaws for the converted corporation shall be adopted in the first instance by its board of directors. Thereafter, bylaws shall be adopted, amended or repealed by the members.

IN WITNESS WHEREOF, Three Rivers Electric Cooperative has caused these articles of conversion to be executed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, this 26th. day of August, 1946.

THREE RIVERS ELECTRIC COOPERATIVE

By J. August Lahmeyer
President

(Corporate Seal)

Attest:

Secretary

STATE OF MISSOURI)
) SS
COUNTY OF OSAGE)

On this 26th. day of August, 1946, before me appeared J. August Lahmeyer, to me personally known, who, being by me duly sworn, did say that he is the President of the Three Rivers Electric Cooperative and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its

stockholders and board of directors, and said J. August Lahmeyer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My commission expires: April 6, 1947.

AFFIDAVIT OF COMPLIANCE WITH SECTION 16
OF THE RURAL ELECTRIC COOPERATIVE ACT

STATE OF MISSOURI)
) SS
COUNTY OF OSAGE)

On this 26th day of August, 1946, befofe me appeared J. August Lahmeyer, to me personally known, who, being by me duly sworn did say that he is President of Three Rivers Electric Cooperative and that the provisions of Section 16 of the Rural Electric Cooperative Act, Laws of Missouri (1939), /Section 5402 of Mo. Rev. Stat. (1939)_7 with respect to the approval of the directors and the stockholders of the Corporation of the proposition for the conversion of the Corporation into a cooperative pursuant to said Section 16, and with respect to the approval of the directors and stockholders of the Corporation of the foregoing articles of conversion, were duly complied with.

J. August Lahmeyer
President

Subscribed and sworn to before me
this 26th day of August, 1946.

A. C. Dove
Notary

(Notarial Seal)

My commission expires: April 6, 1947.

FILED and CERTIFICATE
ISSUED
AUG 27 1946

Secretary of State

3

STATE OF MISSOURI

CERTIFICATE OF ~~AMENDMENT~~ CONVERSION

To All to Whom These Presents Shall Come:

I, WILSON BELL, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, do hereby certify that

THREE RIVERS ELECTRIC COOPERATIVE

a corporation organized under the Laws of Missouri, has filed in the Office of the Secretary of State its ~~affidavit~~ articles of Conversion into a cooperative, non-profit, membership corporation pursuant to the Rural Electric Cooperative Act, Mo. Rev. Statutes 1939, Secs. 5386 et seq.

as provided by Law, and has in all respects complied with the requirements of law governing the conversion of corporations under the Rural Electric Co-operative Act ~~of corporations organized under The General and Business Corporation Act of Missouri.~~

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 27th day of August, A. D. 1946

(SEAL)

Secretary of State.

Chief Clerk.

MID-STATE PRINTING CO., JEFFERSON CITY, MO. X43102

EXHIBIT 6

Notice to Send to Other Electric Suppliers

RE: Application for Approval of Territorial Agreement between Gascosage Electric Cooperative and Three Rivers Electric Cooperative

Dear :

This is to notify you that Gascosage Electric Cooperative and Three Rivers Electric Cooperative have entered into a Territorial Agreement to establish the exclusive service territory between these two companies in Camden, Cole, Franklin, Gasconade, Maries, Miller, Moniteau, Osage, Phelps and Pulaski Counties, Missouri. Gascosage and Three Rivers filed an Application for Approval of their Territorial Agreement with the Missouri Public Service Commission on November 2, 2004. The Missouri Public Service Commission rules permit applications to intervene. 4 CSR 240-2.075. Such applications must be filed with:

Dale Hardy Roberts, Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

and send copies to:

Victor S. Scott
Lisa Cole Chase
Andereck, Evans, Milne, Peace
& Johnson, L.L.C.
700 East Capitol Ave.
P.O. Box 1438
Jefferson City, MO 65102-1438

and:

Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102

As you are aware, Territorial Agreements are entered into between two utilities to enable them to plan their infrastructure, network growth, and maintenance schedules on basis other than competition between the two companies. Under Section 394.312.5 RSMo, "Commission approval of any territorial agreement entered into under the provisions of this section shall in no way affect or diminish the rights and duties of any supplier not a party to the agreement or of any electrical corporation authorized by law to provide service within the boundaries designated in such territorial agreement."

If you have any questions or concerns about this Territorial Agreement please feel free to contact John Greenlee, Gascosage Electric Cooperative (573-759-7146) or Walt Ryan, Three Rivers Electric Cooperative (573-897-2251), or their counsel Victor Scott or Lisa Chase at Andereck, Evans, Milne, Peace & Johnson (573-634-3422).

Sincerely,