

FIRST ADDENDUM TO TERRITORIAL AGREEMENT

This FIRST ADDENDUM TO TERRITORIAL AGREEMENT is made and entered into this 26th day of Sept., 2011, by and between the CITY OF FREDERICKTOWN, MISSOURI, hereinafter referred to as "FREDERICKTOWN," a fourth-class city organized and existing under the laws of the State of Missouri, with its principal place of business at 124 West Main Street, Fredericktown, Missouri 63645 and BLACK RIVER ELECTRIC COOPERATIVE, hereinafter referred to as "BLACK RIVER," a Missouri Rural Electric Cooperative, organized and existing pursuant to Chapter 394 of the Revised Statutes of Missouri, with its principal place of business located at 2600 Highway 67, P.O. Box 31, Fredericktown, Missouri 63645.

Whereas, Sections 394.312 and 416.041 of the Revised Statutes of Missouri provide that competition to provide retail electric service as between rural electric cooperatives and municipally owned utilities may be displaced by written territorial agreements specifically designating the boundaries of the electric service area of each electric service supplier subject to said agreement; and

Whereas, FREDERICKTOWN and BLACK RIVER entered into such a written territorial agreement on the 27th day of June, 2011, hereinafter "FIRST TERRITORIAL AGREEMENT," specifically designating between them boundaries of electric service areas where competition between them to provide retail electric service is displaced; and

Whereas, the FIRST TERRITORIAL AGREEMENT makes, as between FREDERICKTOWN and BLACK RIVER, FREDERICKTOWN the exclusive provider of permanent retail electric service to new structures inside the Service Area Boundary Line as more particularly described in Exhibit A and Exhibit B attached to and incorporated in said

FIRST TERRITORIAL AGREEMENT, and said Service Area Boundary Line, in part, lies outside the corporate boundaries of FREDERICKTOWN; and

Whereas, FREDERICKTOWN, as a municipally owned electrical supplier, has service restrictions as set forth in Section 386.800, RSMo.

Now, therefore, FREDERICKTOWN and BLACK RIVER, to clarify their FIRST TERRITORIAL AGREEMENT, but not to modify their covenants and agreements therein, agree as follows:

There is one parcel of land that is inside the Service Area Boundary Line as more particularly described in Exhibit A and Exhibit B attached to and incorporated in the FIRST TERRITORIAL AGREEMENT, but which is outside the present corporate boundaries of FREDERICKTOWN. That parcel of land is currently used for agricultural purposes and there is no structure on it that receives retail electric service. FREDERICKTOWN and BLACK RIVER hereby amend the FIRST TERRITORIAL AGREEMENT to further agree that except to the extent permitted by Section 386.800, RSMo, this FIRST TERRITORIAL AGREEMENT does not authorize FREDERICKTOWN to provide retail electric service outside its corporate boundaries.

In Witness Whereof, the parties have hereunder executed this FIRST ADDENDUM TO TERRITORIAL AGREEMENT on the 26th day of Sept., 2011.

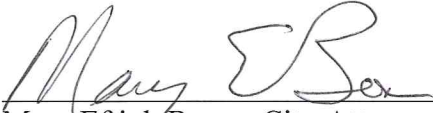
THE CITY OF FREDERICKTOWN, MISSOURI

By 
Rick Polite, Mayor Pro Tem
Polite

ATTEST:

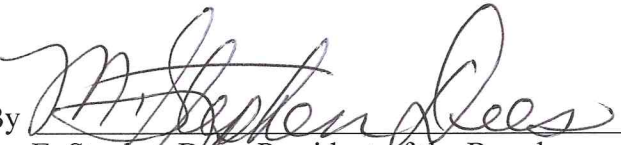

Barbara Stevens, City Clerk

Approved as to Form:



Mary Eftink Boner, City Attorney

BLACK RIVER ELECTRIC COOPERATIVE

By 

E. Stephen Dees, President of the Board

ATTEST:



Robert Graham, Secretary of the Board

Approved as to Form:



R. Scott Reid, Cooperative Attorney

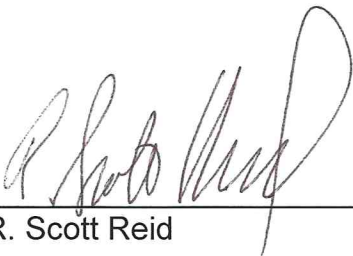
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on September 27, 2011, to the following:

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