

FIFTH TERRITORIAL AGREEMENT

BETWEEN

WHITE RIVER VALLEY ELECTRIC COOPERATIVE

AND

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIFTH TERRITORIAL AGREEMENT

THIS FIFTH TERRITORIAL AGREEMENT is made and entered into as of the ___ day of August, 2006, between WHITE RIVER VALLEY ELECTRIC COOPERATIVE (hereinafter "White River") and THE EMPIRE DISTRICT ELECTRIC COMPANY (hereinafter "Empire").

WHEREAS, White River and Empire desire (1) to promote the orderly development of retail electrical service within portions of Stone and Taney Counties in Southwest Missouri; (2) to avoid unnecessary duplication of electrical facilities therein; and (3) to most effectively avail themselves of prior investment and planning for serving the public; and

WHEREAS, this Territorial Agreement does not require any customer of either White River or Empire to change its supplier.

RECITALS

- A. White River is authorized by law to provide electric service within the State of Missouri, including portions of Stone and Taney County;
- B. Empire is authorized by law to provide electric service within the State of Missouri, including portions of Stone and Taney County;
- C. The Missouri Legislature by Section 394.312 RSMo. (2000) has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Now, White River and Empire desire to promote the orderly development of the retail electric service within Stone and Taney County, Missouri; and
- E. White River and Empire 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

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

- 1.2 **Customer** shall mean any person, partnership, corporation, 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 third party 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:
1. 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.
 2. 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 have the same meaning as the statutory definition of the term "structure" found in Sections 393.106 and 394.315 RSMo. in effect at the relevant

time. In the event no such statutory definitions exist or are not otherwise applicable, the term shall be construed to give to the intent of this Agreement which is to designate an exclusive provider, as between the parties hereto, of retail electric service for anything using or designed to use electricity that is located within the Service Areas described herein, and 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, but 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.
- 1.10 The term **permanent service** shall have the same meaning as the definition of "permanent service" found in Section 394.315 RSMo., in effect at the relevant time. The term shall be liberally construed to give effect to the expressed intent of this Agreement.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

- 2.1 Each party shall be entitled to continue serving those Existing Structures it was serving as of the date of this Agreement, wherever those Structures are located. Unless the parties agree otherwise, a New Structure shall be served by the party in whose exclusive service area (described in Articles 3 and 4 of this Agreement) the New Structure is located. Pursuant to Section 394.312 RSMo. (2000), this Agreement designates the boundaries of the electric service area of White River and Empire for the territories described herein. In this Agreement, Empire agrees not to serve New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of White River. Likewise, White River agrees not to serve New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of Empire. 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. This Agreement shall have no effect whatsoever upon service by White River or Empire in any areas other than those specifically described 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 White River or Empire, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or company.
- 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.
- 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 EMPIRE

The Exclusive Service Area of Empire under this Agreement shall be those portions of Stone and Taney County, Missouri, as described and set forth in Exhibit "A" to this Agreement. Exhibit "A" referred to in this Article is incorporated herein by reference and made a part of this Agreement, as if fully set out verbatim. Empire

may serve within municipalities that are located in the Company's exclusive service area pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF WHITE RIVER

The Exclusive Service Area of White River shall be those portions of Stone and Taney County, Missouri outside Empire's territory under this Agreement and as identified in Exhibits B1 through B6 of this Agreement. White River may serve within municipalities that are located in White River's exclusive service area, pursuant to this Agreement. Exhibits "B1 through B6" referred to in this Article shall be incorporated herein by reference and made a part of this Agreement as if fully set out verbatim.

ARTICLE 5.

LOCATION OF A STRUCTURE

- 5.1 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.
- 5.2 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.
- 5.3 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 White River and Empire 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, White River, and Empire agree otherwise and follow the procedures set out in Article 7.

ARTICLE 6.

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 7.

CASE-BY-CASE EXCEPTION PROCEDURE

- 7.1 The parties may agree on a case-by-case basis, by 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, when the interests of both parties and the owner of the structure are advanced thereby.
- 7.2 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.
- 7.3 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 jointly support the Addendum.
- 7.4 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. If such a pleading is filed, then the Commission should schedule an evidentiary hearing to determine whether the Addendum should be approved.
- 7.5 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 8.

TERM AND CONDITIONS OF PERFORMANCE

8.1 Term of Agreement.

The initial term of this Agreement shall be twenty-five (25) years from and after the Effective Date ("initial term"). Thereafter, this Agreement shall be automatically renewed for successive five (5) year terms ("renewal terms") commencing on the anniversary of the Effective Date ("renewal date") unless either party hereto shall notify the other party in writing of its intent to terminate this Agreement at least one (1) year in advance of any such renewal date. The parties agree that a copy of any notice of termination of this Agreement shall be simultaneously served upon the Executive Secretary of the Commission and the Office of the Public Counsel. Termination of this Agreement shall eliminate the exclusive service territories provided for herein, but shall not entitle a party to provide service to a structure lawfully being served by the other party, or allow a change of supplier to any structure in the other's Service Area hereunder, unless such a change is otherwise permitted by law.

8.2 Conditions of Performance. Performance of the parties is contingent upon all of the following having occurred, 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 White River and Empire;
- B. Approval of this Territorial Agreement by the Commission with no changes, which shall, as a minimum, consist of an order (i) approving this Agreement and (ii) a finding that this Agreement does not impair White River's certificates of convenience and necessity, except as specifically limited by the Agreement. Either party may file an application for rehearing or other document with the Commission prior to the effective date of a Commission order approving this Agreement if the party objects to the form or content of the Commission's order approving the Agreement. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this Agreement, it shall be presumed that the approval is satisfactory in form and content to both parties.

8.3 White River and Empire agree to undertake all actions reasonably necessary to implement this Agreement. White River and Empire will cooperate in presenting a joint application showing this Agreement, in total, not to be detrimental to the public interest. White River and Empire 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 9.

TERMINATION

- 9.1 **Termination Events.** Notwithstanding the terms of Article 8.1, this Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of White River and Empire.
- 9.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both White River and Empire of their decision to terminate this Agreement.
- 9.3 **Effect of Termination.** If this Agreement is terminated as provided herein, each party shall pay the costs and expenses incurred by it in connection with such termination, 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 10.

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 White River:
General Manager
2449 St. Hwy 76 East
Branson, MO 65616
417-335-9232 (f)

For Empire Electric:
Mr. Mike Palmer
Vice President, Commercial
Operations
603 Joplin Street
P.O. Box 127
Joplin, MO 64802
(417) 625-5153 (fax)

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 11.

ASSIGNMENT

- 11.1 This Agreement shall be binding on the successors and assigns of both White River and Empire. 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. No assignment shall be legally operative unless approved by the Commission.
- 11.2 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 consent 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 12

MISCELLANEOUS

- 12.1 **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.
- 12.2 **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.

- 12.3 **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.
- 12.4 **Headings.** Headings and title contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 12.5 **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 as described in Article 8.2B, 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.
- 12.6 **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.
- 12.7 **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.
- 12.8 **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.
- 12.9 **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.
- 12.10 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the allocation of service rights in the territories described herein.
- 12.11 **Easements and Rights-of-Way.** This Agreement shall not be construed to prevent either party from obtaining easements or rights-of-way through or in any part of the Service Area of the other if the acquisition of such easement or right-of-way is

reasonably necessary to or desirable for the performance of the party's duties to provide electric service to its customers in other areas.

In Witness Whereof, 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.

WHITE RIVER VALLEY ELECTRIC
COOPERATIVE

By: Keet W. Short
[Signature]

KEET W. Short
[Name Printed]
President
[Title]

ATTEST:

By: [Signature]
Title: Secretary-Treasurer

THE EMPIRE DISTRICT ELECTRIC
COMPANY

By: Michael E. Palmer
[Signature]

MICHAEL E. PALMER
[Name Printed]
VP - COMMERCIAL OPS.
[Title]

ATTEST:

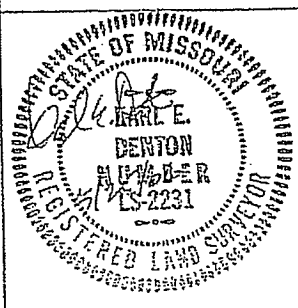
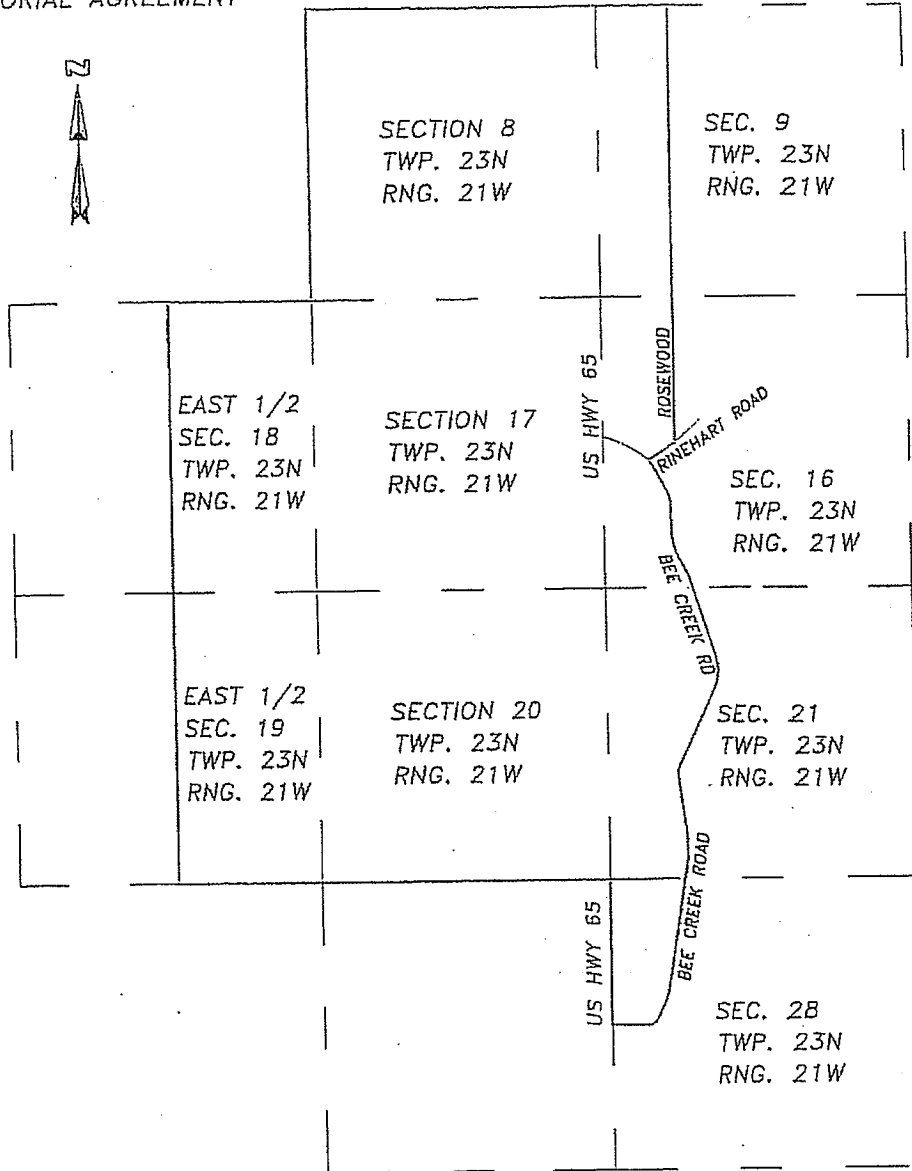
By: [Signature]
Title: Secretary-Treasurer


EXHIBIT A

EXCLUSIVE SERVICE AREA OF EMPIRE

EXHIBIT

TERRITORIAL AGREEMENT



| | | | |
|---|---|----------------|------------------|
|  LED BETTER, CORNER & ASSOCIATES, INC. <i>Consulting Engineers & Architects</i> | <p>PREPARED FOR:</p> <p>WHITE RIVER VALLEY ELECTRIC COOPERATIVE</p> | | |
| <p>P.O. BOX 10062 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804</p> | <p>TERRITORIAL BOUNDARY AGREEMENT</p> <p>LCA #0146529</p> | | |
| DWN. BY: KD | CKD. BY: KD | DATE: 05/23/06 | SCALE: 1"= 3000' |

TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN TANEY COUNTY, MISSOURI, LOCATED IN TOWNSHIP 23 NORTH, RANGE 21 WEST, DESCRIBED AS FOLLOWS:

ALL OF SECTIONS 8, 17 AND 20, TOWNSHIP 23 NORTH, RANGE 21 WEST.

THE EAST HALF OF SECTIONS 18 AND 19 TOWNSHIP 23 NORTH, RANGE 21 WEST.

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 21 WEST, LYING NORTH AND WEST OF BEE CREEK ROAD.

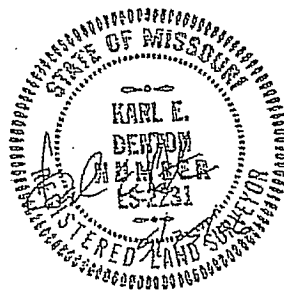
ALL THAT PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 21 WEST, LYING WEST OF BEE CREEK ROAD.

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 21 WEST, LYING WEST OF BEE CREEK ROAD TO THE INTERSECTION OF RINEHART ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG RINEHART ROAD TO THE INTERSECTION OF ROSEWOOD DRIVE; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE E 1/2 OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 21 WEST.

ALL OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 21 WEST.

ALL OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 21 WEST.

LCA # 0146529
5/23/06

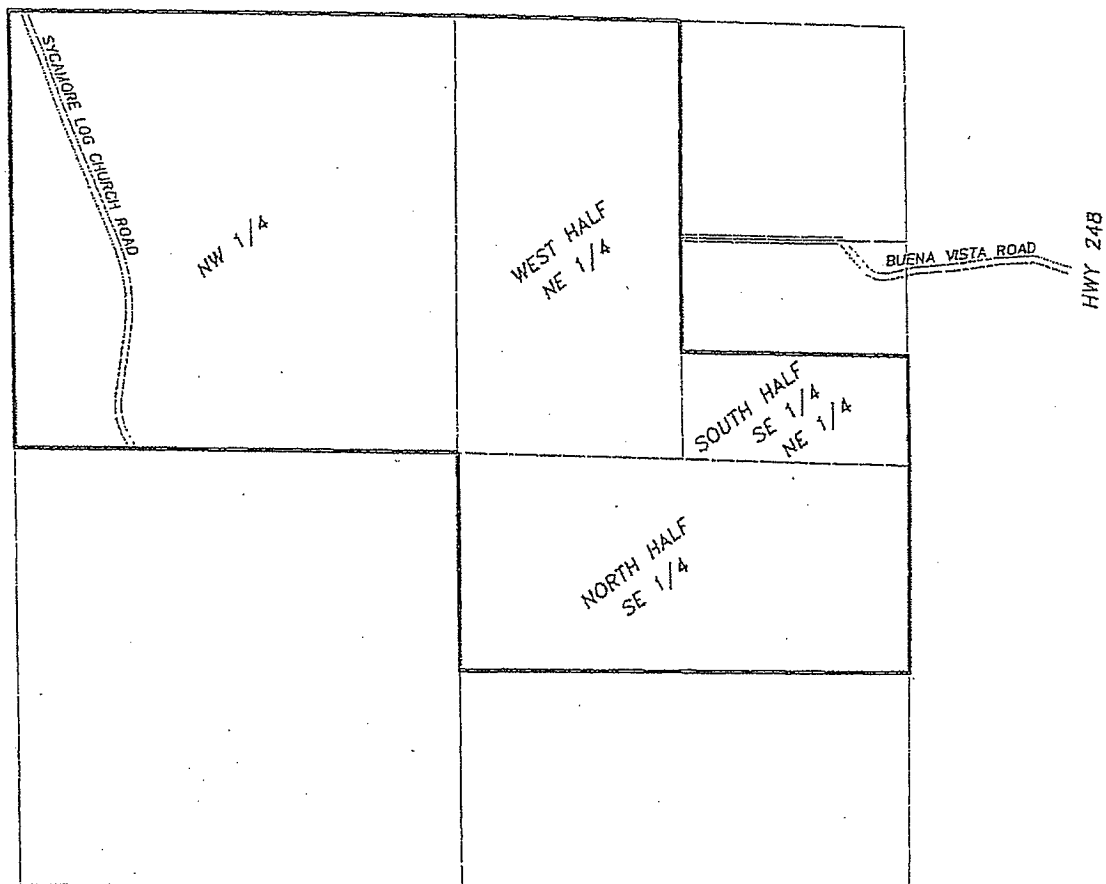



EXHIBITS B1 – B6

EXCLUSIVE SERVICE AREA OF WHITE RIVER

EXHIBIT
TERRITORIAL AGREEMENT

SECTION 24
TOWNSHIP 23 NORTH
RANGE 22 WEST



| | | | |
|---|-------------|--|------------------|
|  LEDBETTER, CORNER & ASSOCIATES, INC. Consulting Engineers & Architects | | WHITE RIVER VALLEY ELECTRIC COOPERATIVE | |
| P.O. BOX 10052 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804 | | TERRITORIAL BOUNDARY AGREEMENT LCA #0146529 | |
| DWN. BY: KD | CKD. BY: KD | DATE: 01/24/05 | SCALE: 1"= 1000' |

TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN SECTION 24, TOWNSHIP 23 NORTH, RANGE 22 WEST,
TANEY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 22 WEST.

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH,
RANGE 22 WEST.

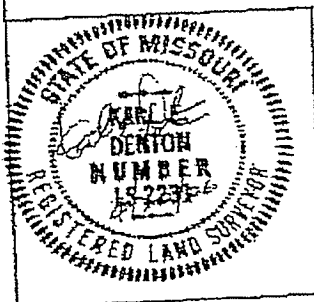
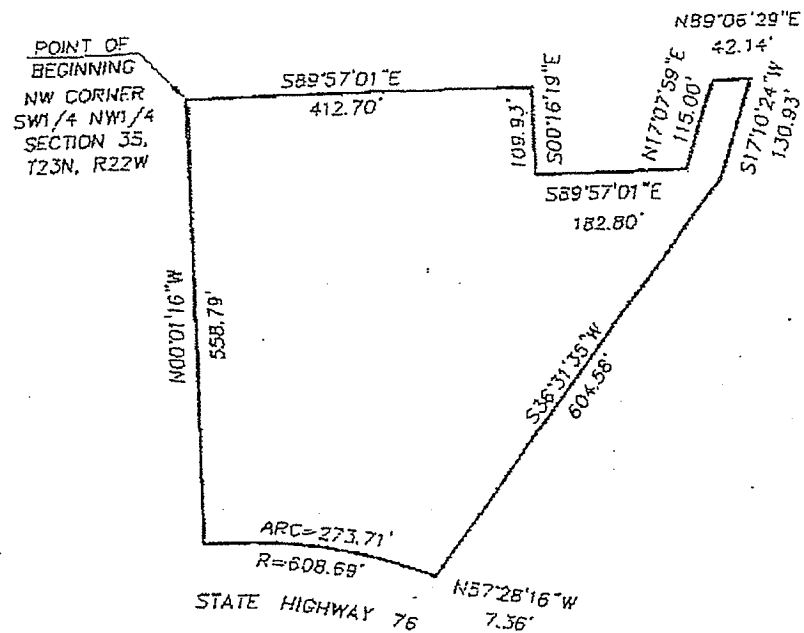
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 24, TOWNSHIP 23 NORTH, RANGE 22 WEST.


THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH,
RANGE 22 WEST.



LCA # 0146529
1/23/06

EXHIBIT
TERRITORIAL AGREEMENT



| | | | |
|---|-------------|---|------------------|
|  LCA LEDBETTER, CORNER & ASSOCIATES, INC. Consulting Engineers & Architects | | PREPARED FOR: WHITE RIVER VALLEY ELECTRIC COOPERATIVE | |
| P.O. BOX 10062 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804 | | RBD, MARKETING, L.L.C. BUTTERFLY PALACE LCA #0146529 | |
| DWN. BY: KD | CKD. BY: KD | DATE: 4/20/06 | SCALE: 1" = 200' |

TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND BEING A PART OF COMMERCE PARK WEST A COMMERCIAL SUBDIVISION AS PER THE RECORDED PLAT THEREOF, PLAT BOOK 22, PAGE 43, OF THE RECORDS OF TANEY COUNTY, MISSOURI, SAID TRACT BEING SITUATED IN THE SW1/4 OF THE NW1/4 OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE FOLLOWING DESCRIPTION IS FROM THE TANEY COUNTY RECORDER'S OFFICE AT THE BOOK AND PAGE SHOWN).

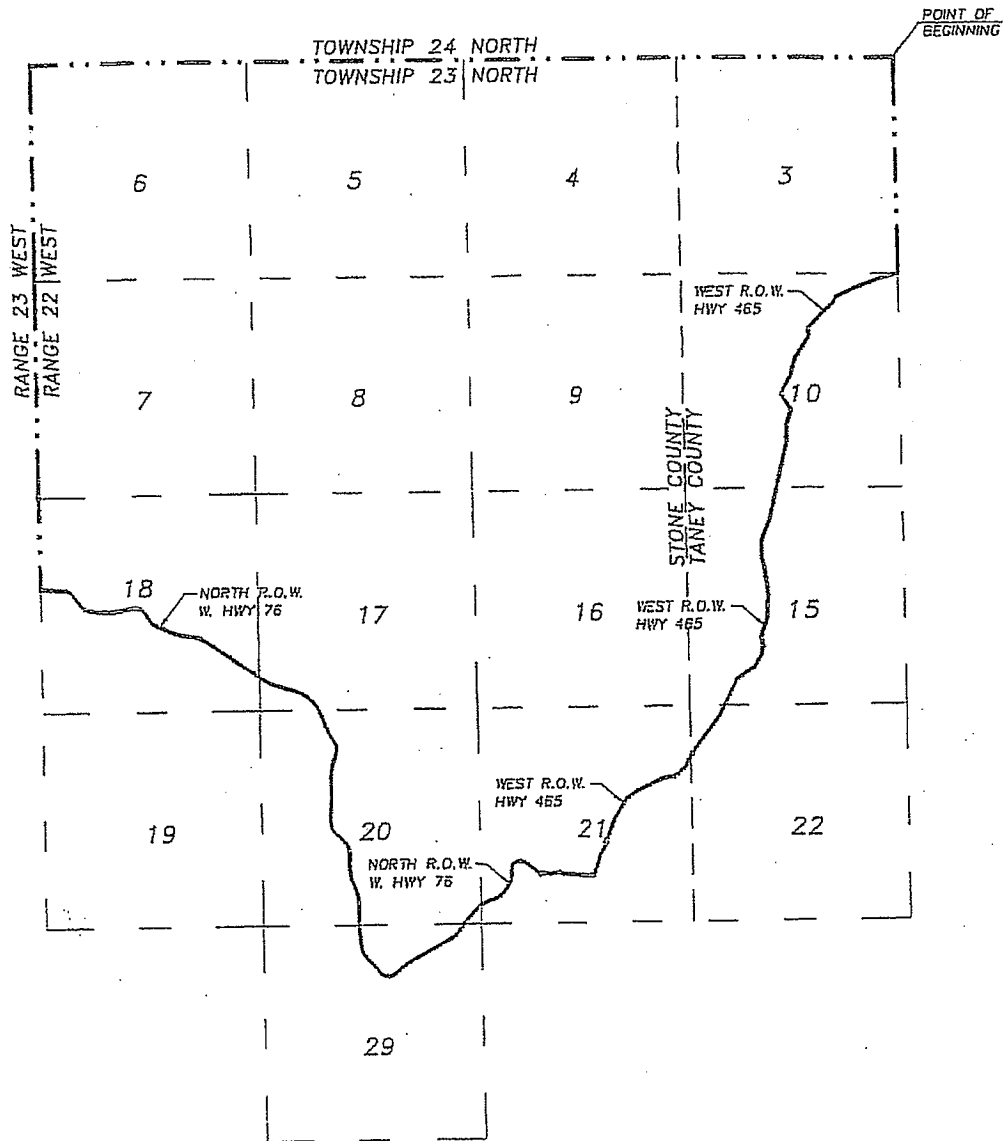
BOOK 457 PAGE 1051
BEGINNING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NW1/4; THENCE S89°57'01"E, ALONG THE NORTH LINE 412.70 FEET TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 317, AT PAGE 9076-9077; THENCE S00°16'19"E, 109.93 FEET; THENCE S89°57'01"E, 182.80 FEET; THENCE N17°07'59"E, 115.00 FEET, SAID POINT BEING ON THE NORTH LINE OF THE SW1/4 OF THE NW1/4; THENCE N89°06'29"E, ALONG THE NORTH LINE OF THE SW1/4 OF THE NW1/4, 42.14 FEET; THENCE S17°10'24"W, 130.93 FEET; THENCE S36°31'35"W, 604.58 FEET TO A POINT ON THE NORTHERLY R/W LINE OF M.S.H.D. WEST 76; THENCE N57°28'16"W, 7.36 FEET TO THE M.S.H.D. WEST 76 P.T. STATION 95+64.71 AND 35.00 FEET LEFT ON CENTER LINE SAID POINT BEING A NON-TANGENT CURVE; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY R/W LINE OF M.S.H.D. WEST 76 ALONG A NON-TANGENT 9.4130° SEGMENT OF A CURVE TO THE LEFT 273.71 FEET (SAID SEGMENT HAVING A CHORD BEARING AND DISTANCE OF N79°47'54"W, 271.41 FEET AND HAVING A RADIUS OF 608.69 FEET) TO A POINT ON THE WEST LINE OF THE SW1/4 OF THE NW1/4; THENCE N00°01'16"W, ALONG THE WEST LINE OF THE SW1/4 OF THE NW1/4, 558.79 FEET TO THE POINT OF BEGINNING; CONTAINING 6.18 ACRES OF LAND, MORE OR LESS.


LCA# 0146529
7/27/06
Butterfly Palace



EXHIBIT

TERRITORIAL AGREEMENT



| | | | |
|---|---|----------------|------------------|
|  LED BETTER, CORNER & ASSOCIATES, INC. Consulting Engineers & Architects | WHITE RIVER VALLEY ELECTRIC COOPERATIVE | | |
| P.O. BOX 10062 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804 | TERRITORIAL BOUNDARY AGREEMENT LCA #0146529 | | |
| DWN. BY: KD | CKD. BY: KD | DATE: 01/23/06 | SCALE: 1"= 4000' |

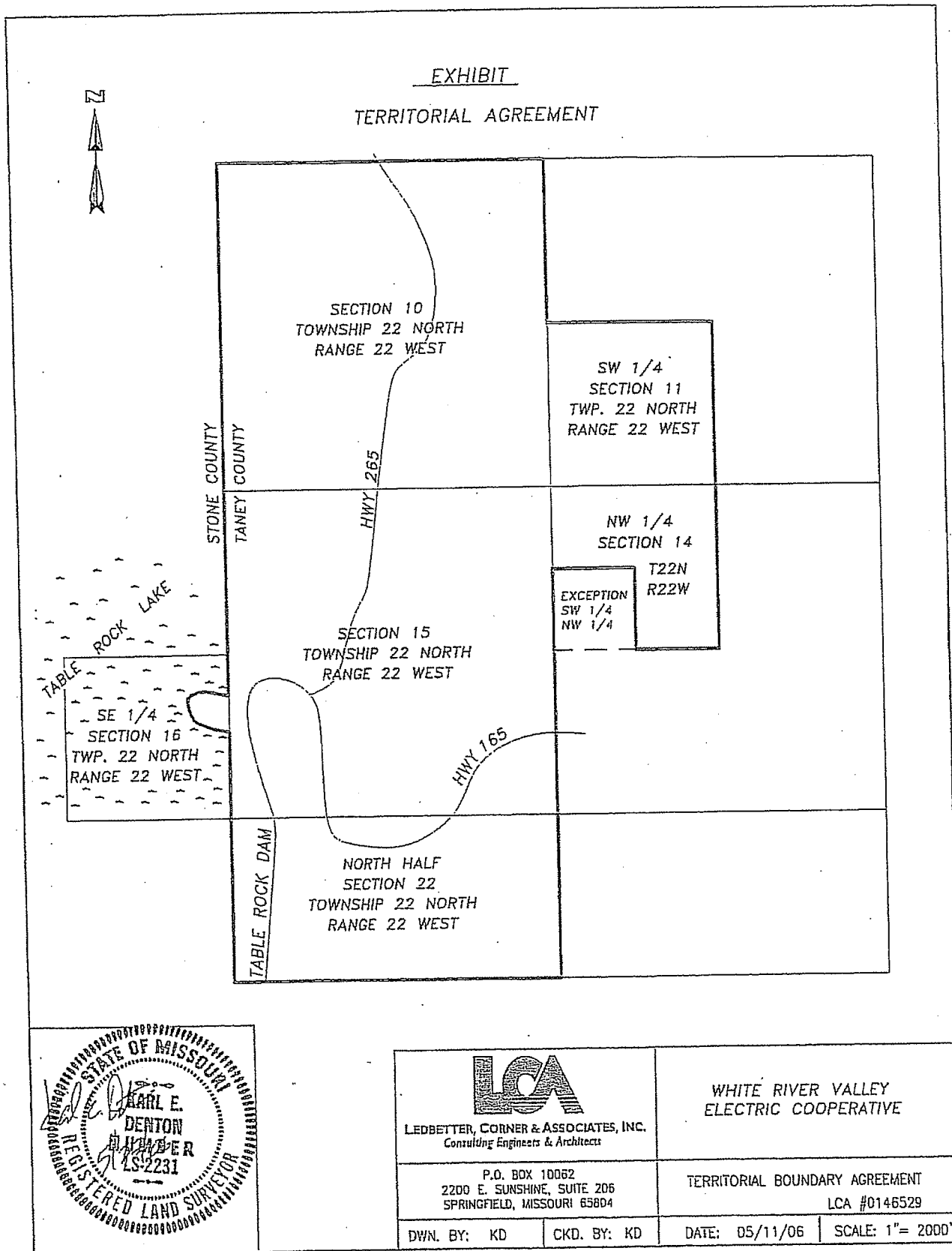
TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN STONE COUNTY, MISSOURI AND TANEY COUNTY, MISSOURI, BEING ALL OF SECTIONS 3, 4, 5, 6, 7, 8, 9 AND 16, TOWNSHIP 23 NORTH, RANGE 22 WEST AND PARTS OF SECTION 10, 15, 17, 18, 20, 21, 22 AND 29, TOWNSHIP 23 NORTH, RANGE 22 WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI; THENCE WEST ALONG THE NORTH LINE OF SECTIONS 3, 4, 5 AND 6, TOWNSHIP 23 NORTH, RANGE 22 WEST, APPROXIMATELY FOUR (4) MILES TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 22 WEST, STONE COUNTY, MISSOURI; THENCE SOUTH ALONG THE RANGE LINE BETWEEN RANGE 22 WEST AND RANGE 23 WEST, APPROXIMATELY TWO AND ONE-HALF (2-1/2) MILES TO THE NORTH RIGHT-OF-WAY OF MISSOURI STATE WEST HIGHWAY NO. 76; THENCE IN AN EASTERLY AND SOUTHERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY OF MISSOURI STATE WEST HIGHWAY NO. 76 TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY NO. 465 (ALSO KNOWN AS THE OZARK MOUNTAIN HIGHROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY NO. 465 TO THE INTERSECTION OF THE EAST LINE OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 22 WEST; THENCE NORTH ALONG THE EAST LINE OF SECTION 10 AND THE EAST LINE OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 22 WEST, APPROXIMATELY ONE (1) MILE TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI.

LCA # 0146529
1/23/06





TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN STONE COUNTY, MISSOURI AND TANEY COUNTY, MISSOURI, BEING ALL OF SECTIONS 10 AND 15, TOWNSHIP 22 NORTH, RANGE 22 WEST AND PARTS OF SECTION 11, 14, 16 AND 22, TOWNSHIP 22 NORTH, RANGE 22 WEST, DESCRIBED AS FOLLOWS:

ALL OF SECTIONS 10 AND 15, TOWNSHIP 22 NORTH, RANGE 22 WEST.

THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 22 WEST.

THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 22 WEST, EXCEPT THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH RANGE 22 WEST.

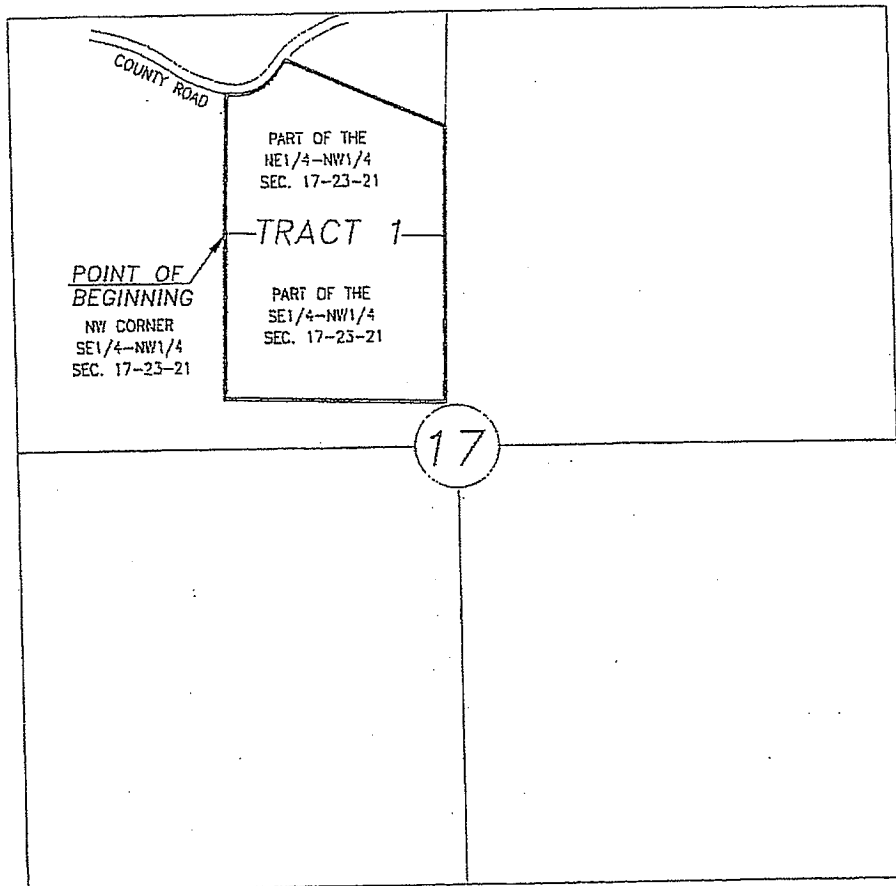
ANY LAND PROTRUDING OUT INTO TABLE ROCK LAKE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 22 WEST.


THE NORTH HALF OF SECTION 22, TOWNSHIP 22 NORTH, RANGE 22 WEST.

LCA # 0146529
05/11/06



EXHIBIT
TERRITORIAL AGREEMENT



| | | | |
|---|-------------|---|------------------|
|  LED BETTER, CORNER & ASSOCIATES, INC. <i>Consulting Engineers & Architects</i> | | PREPARED FOR: WHITE RIVER VALLEY ELECTRIC COOPERATIVE BRANSON R-IV SCHOOL DISTRICT | |
| P.O. BOX 10062 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804 | | TERRITORIAL BOUNDARY AGREEMENT LCA #0146529 | |
| DWN. BY: KD | CKD. BY: KD | DATE: 05/12/06 | SCALE: 1"= 1000' |

BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 21 WEST, TANEY COUNTY MISSOURI, DESCRIBED AS
FOLLOWS:

TRACT 1

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 21 WEST, TANEY
COUNTY, MISSOURI; THENCE S01°16'00"W, 997.44 FEET; THENCE S88°21'46"E, 1317.45
FEET; THENCE N01°15'15"E, 1000.73 FEET; THENCE N01°20'26"E, 664.78 FEET; THENCE
N66°08'51"W, 1022.06 FEET; THENCE S41°55'42"W, 136.77 FEET; THENCE ALONG A
CURVE TO THE RIGHT HAVING A RADIUS OF 287.10 FEET AN ARC DISTANCE OF 259.85
FEET; THENCE N86°12'51"W, 12.64 FEET; THENCE ALONG A CURVE TO THE RIGHT
HAVING A RADIUS OF 345.72 FEET AN ARC DISTANCE OF 36.23 FEET; THENCE
S01°40'57"W, 852.64 FEET TO THE POINT OF BEGINNING.

LCA # 0146529
5/12/06

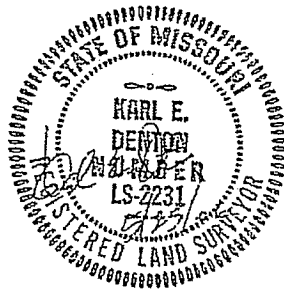
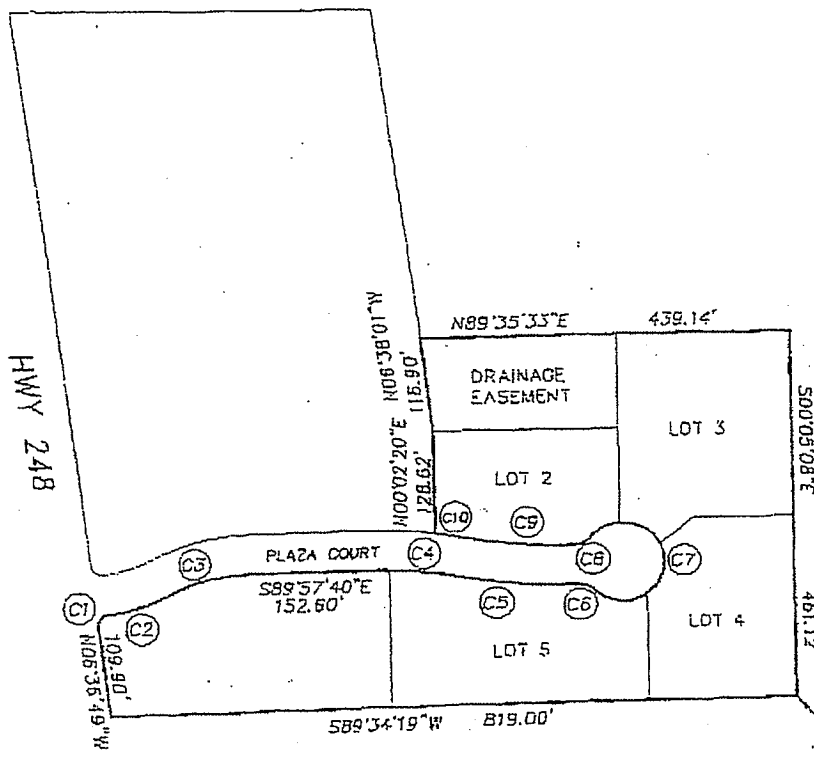


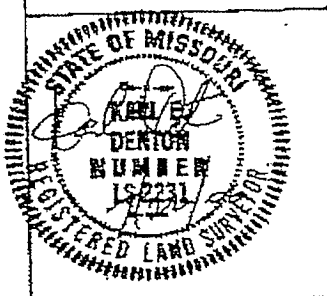
EXHIBIT
TERRITORIAL AGREEMENT


PART OF THE SW 1/4
SECTION 19
TOWNSHIP 23 NORTH
RANGE 21 WEST



CURVE DATA

- (C1) R=15' L=23.40'
- (C2) R=213.50' L=75.71'
- (C3) R=225' L=108.33'
- (C4) R=425' L=85.96'
- (C5) R=683.28' L=148.15'
- (C6) R=25' L=20.02'
- (C7) R=50' L=241.70'
- (C8) R=25' L=22.15'
- (C9) R=633.28' L=132.83'
- (C10) R=475' L=32.37'



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|--|--------------|---|-----------------|
|  LCA LEDBETTER, CORNER & ASSOCIATES, INC. Consulting Engineers & Architects | | PREPARED FOR: WHITE RIVER VALLEY ELECTRIC COOPERATIVE | |
| P.O. BOX 10062 2200 E. SUNSHINE, SUITE 206 SPRINGFIELD, MISSOURI 65804 | | TERRITORIAL BOUNDARY AGREEMENT LCA #0146529 | |
| DWN. BY: KD | CHKD. BY: KD | DATE: 07/22/06 | SCALE: 1"= 200' |

TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
WHITE RIVER VALLEY ELECTRIC COOPERATIVE
AND
EMPIRE DISTRICT ELECTRIC COMPANY

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING WAGON TIRE IRON MARKING THE SOUTHEAST CORNER OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 21 WEST, TANEY COUNTY MISSOURI; THENCE S89°34'19"W, 819.00 FEET; THENCE N06°36'49"W, 109.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AN ARC DISTANCE OF 23.40 FEET (CHORD BEARS N38°04'39"E, A CHORD DISTANCE OF 21.10 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 213.50 FEET AN ARC DISTANCE OF 75.71 FEET (CHORD BEARS N72°36'38"E, A CHORD DISTANCE OF 75.31 FEET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AN ARC DISTANCE OF 108.33 FEET (CHORD BEARS N76°14'45"E, A CHORD DISTANCE OF 107.29 FEET); THENCE S89°57'40"E, 152.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AN ARC DISTANCE OF 85.96 FEET (CHORD BEARS S84°10'00"E, A CHORD DISTANCE OF 85.82 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 683.28 FEET AN ARC DISTANCE OF 148.15 FEET (CHORD BEARS S84°35'02"E, A CHORD DISTANCE OF 147.86 FEET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 20.02 FEET (CHORD BEARS S67°20'16"E, A CHORD DISTANCE OF 19.11 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 241.10 FEET; (CHORD BEARS N03°00'47"W, A CHORD DISTANCE OF 66.73 FEET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 22.15 FEET (CHORD BEARS S64°12'51"W, A CHORD DISTANCE OF 21.43 FEET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 633.28 FEET AN ARC DISTANCE OF 132.83 FEET; (CHORD BEARS N84°22'52"W, A CHORD DISTANCE OF 132.59 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AN ARC DISTANCE OF 32.37 FEET; (CHORD BEARS N80°19'28"W, A CHORD DISTANCE OF 32.36 FEET); THENCE N00°02'20"E, 128.62 FEET; THENCE N06°38'01"W, 116.90 FEET; THENCE N89°35'33"E, 439.14 FEET; THENCE S00°05'08"E, 461.12 FEET TO THE POINT OF BEGINNING.

LCA # 0146529
5/9/06

