

**ADDENDUM NO. 2 TO TERRITORIAL AGREEMENT BETWEEN
BLACK RIVER ELECTRIC BLACK RIVER
AND THE FREDERICKTOWN OF FREDERICKTOWN, MISSOURI**

This Addendum No. 2 is entered between Black River Electric Black River (“Black River”) and The city of Fredericktown, Missouri (“Fredericktown”), hereinafter referred to collectively as the “Parties”.

WHEREAS, the Parties entered into a Territorial Agreement on June 27, 2011 (“Territorial Agreement”) establishing the exclusive service areas for each Party;

WHEREAS, the Territorial Agreement was approved by the Missouri Public Service Commission (“Commission”) by Report and Order issued on October 19, 2011 in Case No. EO-2012-0047;

WHEREAS, Section 9 of the Territorial Agreement permits the Parties to agree on case-by-case exceptions to allow new structures to be served by one of the Parties even though the structure resides within the exclusive territory of the other Party;

WHEREAS, West Main Properties, LLC (“West Main”) has requested electric service to a new structure located at 137A Commercial Drive, Fredericktown, Missouri 63645, a location within the designated exclusive service territory of the Fredericktown;

WHEREAS, Black River has facilities physically closer than those of Fredericktown to West Main’s new structure, making it more economical for Black River to service this new structure;

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WHEREAS, West Main has requested that Black River provide electric service to its new structure and is agreeable to having Black River provide electric service to said structure;

NOW, THEREFORE, Black River and Fredericktown, in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follow:

1. Both Parties desire and consent to Black River providing electric service to West Main's new structure through the case-by-case addendum procedure contained in Section 9 of the Territorial Agreement. Now withstanding the boundaries described in the Territorial Agreement, Black River shall have the exclusive right to furnish electric service to the new structure located at 137A Commercial Drive, Fredericktown, Missouri 63645.

2. The exclusive territory of the Parties, as described in the Territorial Agreement, are not modified by this Addendum No. 2. In executing this Addendum, its terms shall be interpreted in light of the Territorial Agreement, including but not limited to, the definitions, principals and procedures set forth therein.

3. This Addendum is subject to the approval of the Commission and the Parties agree to undertake all actions reasonably necessary to obtain Commission approval. In addition, Black River shall have the right to initiate temporary service at its own expense until the Commission approves or disapproves the Addendum as provide for in Section 9 of the Territorial Agreement.

4. If the Commission rejects this or any portion of this Addendum No. 2, then the entire Addendum No. 2 shall be nullified and shall have no legal effect.

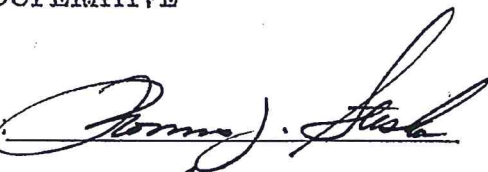
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Further, if all or part of this Addendum is declared invalid or void by a Court or other agency with competent jurisdiction, then this Addendum shall be deemed invalid and void.

IN WITNESS WHEREOF, the parties have executed this Addendum this 23rd day of Sept, 2014.

BLACK RIVER ELECTRIC
COOPERATIVE

CITY OF FREDERICKTOWN,
MISSOURI

By: 
Title: CEO

By: 
Title: Mayor