

SECOND ADDENDUM TO SECOND TERRITORIAL AGREEMENT

THIS SECOND ADDENDUM TO SECOND TERRITORIAL AGREEMENT

("Second Addendum") is made and entered into by and between The Empire District Electric Company, a Kansas corporation, with its principal office located at 602 Joplin Street, Joplin, Missouri ("Empire") and White River Valley Electric Cooperative, a Missouri rural electric co-operative organized and existing pursuant to Chapter 394, RSMo, with its offices located on East Highway 76, Branson, Missouri ("White River"), concerning the SECOND TERRITORIAL AGREEMENT which was executed by the parties hereto on April 11, 1995, and which was approved by the Missouri Public Service Commission ("Commission") on March 19, 1996.

WITNESSETH:

WHEREAS, Empire and White River are authorized by law to provide electric service within certain areas of Missouri, including portions of Taney County; and

WHEREAS, Section 394.312, RSMo, 2000, provides that competition to provide retail electrical service as between rural electric cooperatives such as White River and electrical corporations such as Empire may be displaced by written territorial agreements; and

WHEREAS, Empire and White River entered into a Second Territorial Agreement dated April 11, 1995, involving the provision of retail electrical service to customers within certain tracts and subdivisions in Taney County, Missouri; and

WHEREAS, the provisions of said Second Territorial Agreement authorize Empire and White River to subsequently agree in writing, on a case by case basis, to

allow any structure to receive service from the other party even though the structure is served or required to be served by the other party; and

WHEREAS, the provisions of said Second Territorial Agreement are incorporated by reference within this Second Addendum thereto; and

WHEREAS, this Second Addendum does not require any customer of either Empire or White River to change its supplier;

NOW, THEREFORE, Empire and White River, in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. Description of Structure Affected.

A. This Addendum pertains only to one unimproved lot located in Taney County, Missouri, which shall be known as "Lot 313, Lake Taneycomo Acres" located at 313 Macbeth, Branson, Missouri 65616 ("Lot 313" hereafter).

B. Although said Lot 313 will be located within the service territory of Empire, as defined within the Second Territorial Agreement, said Lot 313 will be more conveniently served by White River because Empire would be required to build over difficult terrain, which would pose hazards in construction and future maintenance. Empire was unable to obtain right of way from neighboring lots to extend their distribution lines. White River has electrical facilities positioned adjacent to the lot, which will only require a service drop from an existing transformer to establish service. Accordingly, the parties hereto desire that White River be allowed to provide permanent electrical service to said Lot 313, notwithstanding that said Lot 313 will be located within the service territory of Empire as defined within the Second Territorial Agreement.

C. A copy of a map showing the relative location of Lot 313 is attached hereto as **Exhibit A.**

E. This Second Addendum shall have no impact whatsoever upon service by White River or Empire to any structure other than said Lot 313.

2. Condition Precedent - Regulatory Approvals.

A. This Second Addendum is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by Empire and White River. 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 Second Addendum if the party objects to the form or content of the Commission's order approving the Second Addendum. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this Second Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.

B. Empire and White River agree that they shall submit this Second Addendum to the Commission for its approval, and shall submit therewith the notarized statements and justification as required by the terms of the Second Territorial Agreement.

C. Empire and White River agree that White River is authorized to commence providing electrical service to Lot 313 at any time on a temporary basis, pending approval by the Commission of this Second Addendum, pursuant to the terms of the Second Territorial Agreement. Nothing in this provision shall be deemed to limit White River's ability to provide electrical service to Lot 313 on a permanent basis following the Commission's approval of this Second Addendum.

3. Term. The term of this Second Addendum shall be the same as that of the Second Territorial Agreement to which this Second Addendum relates. Nothing contained herein shall be construed to terminate this Second Addendum prior to expiration or termination of the Second Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Second Territorial Agreement.

4. Cooperation. Empire and White River agree to undertake all actions reasonably necessary to implement this Second Addendum. Empire and White River will cooperate in presenting a joint application to the Commission demonstrating that this Second Addendum is in the public interest. Empire shall pay any costs assessed by the Commission for seeking administrative approval of this Second Addendum. All other costs, including but not limited to the attorneys fees of each party, will be borne by the respective party incurring the costs.

5. General Terms.

A. Structure Descriptions: The descriptions of structures utilized in this Second Addendum are assumed by the parties to be accurate and reliable and to match the maps being submitted; however, if there is a discrepancy between a property description or street address provided herein and the map(s) attached, the map(s) shall be controlling.

B. No Constructive Waiver: No failure of Empire or White River to enforce any provision hereof shall be deemed to be a waiver.

C. Modifications: Neither the provisions regarding service to the specific structures described in this Second Addendum nor any other provision of this Second

Addendum may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.

D. Survival: This Second Addendum shall inure to the benefit and be binding upon the parties, their respective successors and assigns.

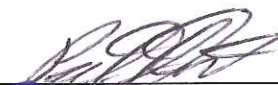
E. Lack of Approval or Termination: If the Commission or any other regulatory authority having jurisdiction does not approve this Second Addendum, or if the Condition Precedent is not fulfilled, this Second Addendum shall be nullified and of no legal effect between the parties, except as to providing authority for any temporary provision of electrical service undertaken by White River during the period in which Commission approval was pending. If this Second Addendum is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Second Addendum is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.

F. This Second Addendum may be terminated by either party in the manner set forth in the Second Territorial Agreement for termination of the Second Territorial Agreement.

G. The subsequent re-naming of any structure covered by this Second Addendum shall not affect the respective rights of Empire or White River established by this Second Addendum.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as
of the 7th day of MAY, 2009.

**WHITE RIVER VALLEY ELECTRIC
COOPERATIVE**

By: 
Pat Funk, President

Attest:


By: Layne Morrill, Secretary

**THE EMPIRE DISTRICT ELECTRIC
COMPANY**

By: 
Michael E. Palmer,
V.P. - Commercial Operations

By: _____
Secretary

EXHIBIT A

