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May 30, 1996

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MAY 31 1996

**MISSOURI
PUBLIC SERVICE COMMISSION**

Mr. David Rauch, Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Re: PSC Case No. EO-95-400, et al

Dear Mr. Rauch:

Please find enclosed original and fourteen copies of Black River Electric Cooperative's compliance with the Commission's Order of March 22, 1996. Also please find enclosed an integrated copy of the Territorial Agreement which includes all exhibits.

I will be out of the office on Friday, May 31, 1996. If you have any questions regarding this filing please contact Bill Bobnar, attorney for co-applicant, UE, as he is also familiar with this filing.

Thank you for your attention to this matter.

Sincerely,

Victor S. Scott

Victor S. Scott

VSS:om

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company," and Black River Electric Cooperative, Inc., hereinafter referred to as "Cooperative."

WHEREAS, Company is authorized by law to provide electric service within the State of Missouri, including all or portions of Cape Girardeau, Washington, Wayne, Scott, St. Francois, Stoddard, Iron and Reynolds Counties; and

WHEREAS, Cooperative is authorized by law to provide electric service within the State of Missouri, including all or portions of Washington, Wayne, Dent, Crawford, Madison, Iron, Perry, St. Francois and Reynolds Counties; and

WHEREAS, the Missouri Legislature has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of the above referenced counties in Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public;

NOW, THEREFORE, Company and Cooperative, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. For purposes of this Agreement:
 - a. "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government or any other legal entity which

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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.

b. "Structure" is defined as an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. "Structure" shall include a contiguous addition to or expansion of a previously existing structure and a replacement of a previously existing structure.

c. "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

d. "Cooperative" shall mean Black River Electric Cooperative, Inc. and any subsidiary or other corporate entity owned or controlled by Black River Electric Cooperative, Inc.

e. "Customer service equipment" shall mean all lines or conductors operated at 30,000 volts or less, phase to phase; all transformers, regulators, capacitors, poles, equipment and installations connected thereto not located in a substation, necessary for the distribution of electricity through said lines or necessary for the support of said lines; and all rights, privileges, easements, appurtenances and immunities in land on which such lines, conductors, poles, equipment and installations are located.

f. "Transfer" shall mean grant, convey or assign any and all interests the Transferor has in the customer service equipment and any and all rights to serve customers, free of any and all liens and liabilities, to the Transferee. The parties

understand this to be an exchange of property and service right and not a sale. Any reference herein to Transferor or Transferee shall apply to both parties in their capacity in effecting such transfer or accepting such transfer, respectively.

2. As between the parties each shall have the exclusive right to furnish electric service to all electric consuming structures located within its respective territory described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customers' requirements. Neither party may furnish, make available, render or extend electric service to a structure or for use within the territory of the other party either directly, indirectly or through a subsidiary corporation or other entity controlled by the party, in whole or in part, excepting sales to each other.

3. The electric service area of Company shall be all of Cape Girardeau, Iron, Reynolds, Scott, St. Francois, Stoddard and Washington counties, except such portion thereof as is described by metes and bounds in Exhibit 1 to this Agreement and as illustrated by the map marked Exhibit 2, both exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim.

Cooperative shall transfer all of its customer service equipment and customers located within Company's service area to Company on a date to be set by the parties not more than one (1) year after the effective date of this Agreement. Company shall thereafter provide electric service to all existing and future customers located within its electric service area, and Cooperative shall not provide electric service to customers in Company's area. Notwithstanding Company's electric service area, Cooperative retains the right and facilities to continue to serve all customers identified in Exhibit 3.

4. The electric service area of Cooperative shall be such area as is described by metes and bounds in Exhibit 1 and as illustrated by the map marked Exhibit 2 which are incorporated herein by reference.

Company shall transfer all of its customer service equipment and customers located within Cooperative's service area to Cooperative on a date to be set by the parties not more than one (1) year after the effective date of this Agreement.

Cooperative shall thereafter provide electric service to all existing and future customers located within its electric service area, and Company shall not provide electric service to customers in Cooperative's area. Notwithstanding Cooperative's electric service area, Company retains the right and facilities to continue to serve all customers identified in Exhibit 4.

5. Customers and customer service equipment shall be transferred by identifiable lines or line segments by utilizing or installing metering points on each line segment and energizing the same to the account of the Transferee pursuant to the Interchange Agreement between Associated Electric Cooperative and Company, entered into on June 28, 1978, as amended. Upon the transfer of a line, the Transferee shall become the owner of the facilities thereon and responsible and liable for the condition of the facilities and service provided by such facilities and shall have unlimited access thereto. After the transfer, Transferee shall indemnify, defend and hold Transferor harmless against any loss, harm, claim or cost, including reasonable attorneys' fees, arising out of the possession or operation of the facilities, including but not limited to any personal

injury to employees of the Transferee and personal injury or property damage of persons not parties to this Agreement.

6. The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the metering point or point of delivery. The first owner of a new structure located on or crossed by any mutual boundary line described in paragraphs 3 and 4 dividing the electric service territories of the parties shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed on the structure within that party's service area. Thereafter that party shall exclusively serve that structure.

7. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

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

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicate that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized 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 Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

If the 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 Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., 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.

8. This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312, R.S.Mo. The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than December 31, 1995 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 the Cooperative's Board of Directors.

b. Approval of the transaction by the Public Service Commission of Missouri, including but not limited to, a waiver of provisions of the Utility Billing Practices Rule, 4 CSR 240-13.010 et seq., which would prohibit Company or Cooperative from discontinuing service for a customer's failure to pay a delinquent account owed to the other party;

c. Approval of the transaction, to the extent of its jurisdiction, by the Federal Energy Regulatory Commission.

d. Approval of this Territorial Agreement by M&A Electric Power Cooperative, Cooperative's wholesale power supplier, to the extent that its interests and liabilities may be affected.

e. Company reaching agreement with M&A Electric Power Cooperative and Associated Electric Cooperative regarding generation and transmission issues affected by this agreement, which shall be approved by the Federal Energy Regulatory Commission, to the extent of its jurisdiction.

f. Approval by the Missouri Public Service Commission of an Application for a Certificate of Public Convenience and Necessity by Company to own, operate and maintain the electric transmission and distribution facilities which the Company is acquiring pursuant to this Agreement.

9. Continuing performance of the parties is contingent upon the following having occurred for each line segment prior to the transfer of the line segment unless such condition is waived, extended or modified by agreement in writing signed by an officer of each party hereto:

a. Approval of the transaction by the Rural Utility Services ("RUS") including the release of Cooperative's customer service equipment located within Company's electric service area from all liens held by RUS. Cooperative shall make a good faith effort to release the easements from all such liens.

b. Cooperative shall have obtained the release of Cooperative's customer service equipment located within Company's electric service area from all liens held by the National Rural Utilities Cooperative Finance Corporation and shall make a good faith effort to release the easements from all such liens.

c. Company shall have obtained the release of Company's customer service equipment located within Cooperative's electric service area from all liens created by the Company, including the lien of its Mortgage and Deed of Trust dated June 15, 1937, as supplemented, and shall make a good faith effort to release the easements from all such liens.

If reasonable grounds arise to believe that the Transferor will be unable to perform the applicable conditions, the Transferee may demand adequate assurance of performance. If the Transferor fails to provide adequate assurance of performance to the Transferee, the parties shall treat this agreement as void in its entirety and shall transfer all facilities back to the original owner or shall negotiate a compromise transaction which is mutually agreeable.

10. The parties agree to undertake all actions reasonably necessary to implement this Agreement. This shall include, but not be limited to, the following:

a. Each party shall calculate, as of the date of transfer of a customer, the active and outstanding accounts receivable and unbilled revenues ("receivables"), including all amounts which have been billed to the customer as well as bill amounts which have been calculated but not yet rendered, for such customer the party was serving to the date of transfer. It shall then remit to the customer a final bill. If the party does not receive payment of the final bill within sixty (60) days of the date of its remittance, it may identify the other party as its agent to collect the accounts receivable. The other party may take such actions as may be necessary to collect the final bill, including but not limited to the disconnection of service. Any payments on said accounts received by the other party shall be remitted promptly to the party to which payment is due.

b. Security deposits and accrued interest existing at the time of transfer shall be credited to the customer on the final bill.

c. Transferor shall execute and deliver to the Transferee bills of sale with accurate inventories of the facilities and assignments of existing easements, permits and licenses being transferred. Transferor shall also assign to Transferee all joint use pole agreements and street light agreements for facilities or areas being transferred. Such bills of sale and assignments of property rights or contracts shall be delivered concurrently with the actual transfer.

11. Transferor shall give to Transferee prior to the date of transfer access to books, records, contracts and commitments of Transferor related to the customer service equipment transferred in accordance with this Agreement and shall furnish Transferee

during such period with information concerning the Transferor's affairs as Transferee may reasonably request with respect to the various transactions contemplated herein. In the event any controversy or claim by or against either party arises out of this transaction or the subject matter hereof after closing, each party shall make available to the other copies of such relevant records as may reasonably be requested pertaining to the controversy or claim.

Transferee shall have the right to retain copies of all original accounting records, customer business records, operating manuals, maps and all other documents containing information about customer service equipment or customers transferred by this Agreement and normally maintained by Transferor in the ordinary course of business.

Each party shall have the right, at its own expense, to make or to have the other party make copies of all such documents prior to the date of transfer.

12. All property exchanged is transferred and accepted AS IS and where they stand at the Transferee's risk. Each party warrants only that it has the lawful right to transfer and dispose of the same and that it will warrant and defend the title thereto against all claimants whatsoever. No other warranties are given. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT. Each party shall have the right to inspect the customer service equipment of the other party in its service area at any time.

13. Each party will cooperate in presenting a joint application showing such transfer to be in the public interest. If the Public Service Commission of Missouri 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. However, any customer service equipment transferred by bill of sale and assignment of rights pursuant to this agreement prior to the date of such court or agency decision shall remain the property of the Transferee.

14. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission.

15. This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

16. Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement.

17. This Agreement shall in no way affect either party's right to construct such electric distribution and transmission facilities within the designated electric 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.

18. This Agreement supersedes and terminates all prior territorial agreements and Addenda thereto entered into by the parties. This Agreement constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26th day of April, 1996.

UNION ELECTRIC COMPANY

By Wm. J. Dan
Title: Vice President

ATTEST:

R. A. Holt
ASSISTANT Secretary

BLACK RIVER
ELECTRIC COOPERATIVE

By Stephen Dees
Title: Pres.

ATTEST:

W. D. Castleton
Secretary

EXHIBIT 1

Metes and Bounds Description, Black River Electric Cooperative within Madison, Perry, Cape Girardeau, Bollinger, Wayne, Reynolds, Iron, Dent, and Shannon Counties, Missouri.

Starting at the Northeast corner of Madison County, the territory boundary line proceeds west along the entire Madison/St. Francois County line.

At the Northwest corner of Madison County, the line proceeds south along the Iron/Madison County line to the Southeast corner of Section 1 in Township 33N, Range 4E.

At the Southeast corner of Section 1 in Township 33N, Range 4E, the line proceeds west along the South Section line of Sections 1, 2, 3, and 4 in Township 33N, Range 4E to the Southwest corner of Section 4 in Township 33N, Range 4E.

At the Southwest corner of Section 4 in Township 33N, Range 4E, the line proceeds north along the West Section line of Section 4 in Township 33N, Range 4E for a distance of 1,320 feet.

At the point on the West Section line of Section 4 in Township 33N, Range 4E 1,320 feet north of the South Section line of Section 4 in Township 33N, Range 4E, the line proceeds west across Sections 5 and 6 in Township 33N, Range 4E and Sections 1, 2, and one-half of Section 3 in Township 33N, Range 3E along the one-quarter section line (1,320 feet north of the South Section line) of these Sections.

At the point halfway across and 1,320 feet north of the South Section line of Section 3 in Township 33N, Range 3E, the line proceeds south to the South Section line of this Section.

At the point halfway across the South Section line of Section 3 in Township 33N, Range 3E, the line proceeds west to the southwest corner of this Section.

At the southwest corner of Section 3 in Township 33N, Range 3E, the line proceeds south along the West Section line of Section 10 in Township 33N, Range 3E to the southwest corner of Section 10 in Township 33N, Range 3E.

At the southwest corner of Section 10 in Township 33N, Range 3E, the line proceeds west along the South Section line of Sections 9, 8, and 7 in Township 33N, Range 3E to the southwest corner of Section 7 in Township 33N, Range 3E.

At the southwest corner of Section 7 in Township 33N, Range 3E, the line proceeds south along the West Section line of Section 18 in Township 33N, Range 3E to the southeast corner of Section 13 in Township 33N, Range 2E.

At the southeast corner of Section 13 in Township 33N, Range 2E, the line proceeds west along the South Section line of Sections 13, 14, 15, 16, 17, and 18 in Township 33N, Range 2E to the southwest corner of Section 18 in Township 33N, Range 2E.

At the southwest corner of Section 18 in Township 33N, Range 2E, the line proceeds north along the West Section line of Sections 18 and 7 in Township 33N, Range 2E to the southwest corner of Section 6 in Township 33N, Range 2E.

At the southwest corner of Section 6 in Township 33N, Range 2E, the line proceeds west along the South Section line of Sections 1, 2, 3, 4, 5, and 6 in Township 33N, Range 1E to the southwest corner of Section 6 in Township 33N, Range 1E.

At the southwest corner of Section 6 in Township 33N, Range 1E, the line proceeds north along the West Section line of Section 6 in Township 33N, Range 1E to the Iron/Reynolds County line.

At the northwest corner of Section 6 in Township 33N, Range 1E, the line proceeds west along the Iron/Reynolds County line to the southwest corner of Section 31 in Township 34N, Range 1W.

At the southwest corner of Section 31 in Township 34N, Range 1W, the line proceeds north along the West Section line of Sections 31, 30, 19, 18, 7, and 6 in Township 34N, Range 1W to the Northwest corner of Section 6 in Township 34N, Range 1W.

At the northwest corner of Section 6 in Township 34N, Range 1W, the line proceeds west along the South Section line of Sections 36, 35, and 34 in Township 35N, Range 2W to the Crawford/Iron County line.

At the Crawford/Iron County line, the line proceeds west along the North Section line of Sections 3, 4, 5, and 6 in Township 34N, Range 2W to the Northwest corner of Section 6 in Township 34N, Range 2W.

At the Northeast corner of Section 1 in Township 34N, Range 3W, the line proceeds west along the North Section line of Sections 1, 2, 3, 4, 5, and 6 in Township 34N, Range 3W to the Northwest corner of Section 6 in Township 34N, Range 3W.

At the Northwest corner of Section 6 in Township 34N, Range 3W, the line proceeds south along the West Section line of Sections 6, 7, 18, 19, 30, and 31 in Township 34N, Range 3W to the Southwest corner of Section 31 in Township 34N, Range 3W.

At the Southwest corner of Section 31 in Township 34N, Range 3W, the line proceeds west along the North Section line of Section 1 in Township 33N, Range 4W to the Northwest corner of Section 1 in Township 33N, Range 4W.

At the Northwest corner of Section 1 in Township 33N, Range 4W, the line proceeds south along the West Section line of Sections 1, 12, 13, 24, 25, and 36 in Township 33N, Range 4W to the Southwest corner of Section 36 in Township 33N, Range 4W.

At the Southwest corner of Section 36 in Township 33N, Range 4W the line proceeds west along the North Section line of Sections 2,3,4, and 5 in Township 32N, Range 4W to the Northwest corner of Section 5 in Township 32N, Range 4W.

At the Northwest corner of Section 5 in Township 32N, Range 4W the line proceeds south along the West Section line of Sections 5,8,17,20,29, and 32 in Township 32N, Range 4W to the Southwest corner of Section 32 in Township 32N, Range 4W.

At the Southwest corner of Section 32 in Township 32N, Range 4W the line proceeds west along the North Section line of Section 6 in Township 31N, Range 4W to the Northwest corner of Section 6 in Township 31N, Range 4W.

At the Northwest corner of Section 6 in Township 31N, Range 4W the line proceeds south along the West Section line of Sections 6,7,18,19,30, and 31 in Township 31N, Range 4W to the Southwest corner of Section 31 in Township 31N, Range 4W.

At the Southwest corner of Section 31 in Township 31N, Range 4W the line proceeds east along the South Section line of Sections 31,32,33,34, and 35 in Township 31N, Range 4W to the Northwest corner of Section 1 in Township 30N, Range 4W.

At the Northwest corner of Section 1 in Township 30N, Range 4W the line proceeds south along the West Section line of Sections 1 and 12 to the Southwest corner of Section 12 in Township 30N, Range 4W.

At the Southwest corner of Section 12 in Township 30N, Range 4W the line proceeds east along the South Section line of Section 12 in Township 30N, Range 4W and continues east along the South Section line of Sections 7,8,9,10,11, and 12 in Township 30N, Range 3W to the Southeast corner of Section 12 in Township 30N, Range 3W.

At the Southeast corner of Section 12 in Township 30N, Range 3W the line proceeds south along the West Section line of Sections 18,19,30, and 31 in Township 30N, Range 2W to the Southwest corner of Section 31 in Township 30N, Range 2W.

At the Southwest corner of Section 31 in Township 30N, Range 2W the line proceeds south along the West Section line of Sections 6,7,18,19,30, and 31 in Township 29N, Range 2W to the Southwest corner of Section 31 in Township 29N, Range 2W.

At the Southwest corner of Section 31 in Township 29N, Range 2W the line proceeds south along the West Section line of Sections 6 and 7 in Township 28N, Range 2W to the Southwest corner of Section 7 in Township 28N, Range 2W.

At the Southwest corner of Section 7 in Township 28N, Range 2W the line proceeds east along the South Section line of Sections 7,8,9,10,11, and 12 in Township 28N, Range 2W to the Southeast corner of Section 12 in Township 28N, Range 2W.

At the Southeast corner of Section 12 in Township 28N, Range 2W the line proceeds north along the East Section line of Sections 12 and 1 in Township 28N, Range 2W to the Northeast corner of Section 1 in Township 28N, Range 2W.

At the Northeast corner of Section 1 in Township 28N, Range 2W the line proceeds east along the South Section line of Sections 31,32,33,34,35, and 36 in Township 29N, Range 1W to the Southeast corner of Section 36 in Township 29N, Range 1W.

At the Southeast corner of Section 36 in Township 29N, Range 1W the line proceeds south along the West Section line of Sections 6 and 7 in Township 28N, Range 1E to the Southwest corner of Section 7 in Township 28N, Range 1E.

At the Southwest corner of Section 7 in Township 28N, Range 1E the line proceeds east along the South Section line of Sections 7,8,9,10,11, and 12 in Township 28N, Range 1E to the Southeast corner of Section 12 in Township 28N, Range 1E.

At the Southeast corner of Section 12 in Township 28N, Range 1E the line proceeds north along the East Section line of Section 12 in Township 28N, Range 1E to the Southwest corner of Section 6 in Township 28N, Range 2E.

At the Southwest corner of Section 6 in Township 28N, Range 2E the line proceeds east along the South Section line of Sections 6,5,4,3,2, and 1 in Township 28N, Range 2E to the Southeast corner of Section 1 in Township 28N, Range 2E, and continues east along the South Section line of Section 6 in Township 28N Range 3E to the Southeast corner of Section 6 in Township 28N, Range 3E.

At the Southeast corner of Section 6, Township 28N, Range 3E the line proceeds south along the East Section line of Sections 7 and 18 to the Southeast corner of Section 18, Township 28N, Range 3E.

At the Southeast corner of Section 18, Township 28N, Range 3E, the line proceeds east along the North Section line of Sections 20 and 21 to the Northeast corner of Section 21, Township 28N, Range 3E.

At the Northeast corner of Section 21, Township 28N, Range 3E the line proceeds south along the East line of Sections 21, 28, and 33 to the Southeast corner of Section 33, Township 28N, Range 3E

At the Southeast corner of Section 33 in Township 28N, Range 3E the line proceeds east along the South Section line of Sections 34, 35, and 36, Township 28N, Range 3E to the Southwest corner of Section 31 in Township 28N, Range 4E.

At the Southwest corner of Section 31 in Township 28N, Range 4E the line proceeds East along the South Section line of Sections 31,32,33,34,35, and 36 in Township 28N, Range 4E and along the South Section line of Section 31 in Township 28N, Range 5E to the Northeast corner of Section 6 in Township 27N, Range 5E.

At the Northeast corner of Section 6 in Township 27N, Range 5E the line proceeds south along the East Section line of Section 6 for a distance of one (1) mile.

At this point on the East Section line of Section 6 in Township 27N, Range 5E and one (1) mile South of the Northeast corner of Section 6 in Township 27N, Range 5E the line proceeds east across Sections 5 and 4 to a point on the East Section line of Section 4 in Township 27N, Range 5E, said point being one (1) mile South of the Northeast corner of Section 4 in Township 27N, Range 5E.

At this point on the East Section line of Section 4 in Township 27N, Range 5E and one (1) mile South of the Northeast corner of Section 4 in Township 27N, Range 5E the line proceeds north one (1) mile to the Northeast corner of Section 4 in Township 27N, Range 5E.

At the Northeast corner of Section 4 in Township 27N, Range 5E the line proceeds east along the North Section line of Sections 3,2, and 1 in Township 27N, Range 5E and continues east along the North Township line of Townships 27N, Range 6E and Township 27N, Range 7E to the Southeast corner of Section 36 in Township 28N, Range 7E.

At the Southeast corner of Section 36 in Township 28N, Range 7E the line proceeds north along the East Section line of Sections 36,25,24,13,12, and 1 in Township 28N, Range 7E and continues north along the East Section line of Sections 36 and 25 in Township 29N, Range 7E to the Southwest corner of Section 19 in Township 29N, Range 8E.

At the Southwest corner of Section 19 in Township 29N, Range 8E the line proceeds east along the South Section line of Sections 19,20,21,22,23, and 24 in Township 29N, Range 8E and continues East along the South Section line of Sections 19,20,21,22,23, and 24 in Township 29N, Range 9E and also continuing along the South Section line of Section 19 in Township 29N, Range 10E to the Southeast corner of Section 19 in Township 29N, Range 10E.

At the Southeast corner of Section 19 in Township 29N, Range 10E the line proceeds south along the West Section line of Section 29 in Township 29N, Range 10E to the Southwest corner of Section 29 in Township 29N, Range 10E.

At the Southwest corner of Section 29 in Township 29N, Range 10E the line proceeds east along the South Section line of Sections 29,28, and 27 to the Southeast corner of Section 27 in Township 29N Range 10E.

At the Southeast corner of Section 27 in Township 29N, Range 10E the line proceeds north along the East Section line of Section 27 to a point in the center of Castor River Channel.

At the intersecting point of the center of Castor River Channel and the East Section line of Section 27 in Township 29N Range 10E the line proceeds in a northeasterly direction along and with the center of the Castor River Channel to a point on the North Section line of Section 8 in Township 29N Range 11E.

At the intersecting point at the center of the Castor River Channel and the North Section line of Section 8 in Township 29N Range 11E the line proceeds East along the North Section line of Section 8 in Township 29N Range 11E to the Northeast corner of Section 8 in Township 29N Range 11E.

At the Northeast corner of Section 8 in Township 29N Range 11E the line proceeds south along the East Section line of Section 8 in Township 29N Range 11E for a distance of 2640 feet to the Southwest corner of the Northwest Quarter of Section 9 in Township 29N Range 11E.

At the Southwest corner of the Northwest Quarter of Section 9 in Township 29N Range 11E the line proceeds east along the South line of the Northwest Quarter and the South line of the Northeast Quarter to the Southeast corner of the Northeast Quarter of Section 9 in Township 29N Range 11E.

At the Southeast corner of the Northeast Quarter of Section 9 in Township 29N Range 11E the line proceeds north along the East Section line of Section 9 in Township 29N Range 11E to the Northeast corner of Section 9 in Township 29N Range 11E.

At the Northeast corner of Section 9 in Township 29N Range 11E the line proceeds east along the North Section line of Section 10 in Township 29N Range 11E for a distance of 3960 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E.

At the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E the line proceeds north for a distance of 1320 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E.

At the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E the line proceeds east 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E .

At the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E the line proceeds north along the East Section line of Section 3 in Township 29N Range 11E for a distance of 1320 feet to the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E.

At the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3 in Township 29N Range 11E the line proceeds east across Sections 2 and 1 in Township 29N Range 11E for a distance of 2 miles to the Northeast corner of the Southeast Quarter of Section 1 in Township 29N Range 11E.

At the Northeast corner of the Southeast Quarter of Section 1 in Township 29N Range 11E the line proceeds north along the East Section line of Section 1 in Township 29N Range 11E and continues north along the East Section line of Sections 36 and 25 in Township 30N Range 11E to the Northeast corner of the Southeast Quarter of Section 25 in Township 30N Range 11E.

At the Northeast corner of the Southeast Quarter of Section 25 in Township 30N Range 11E the line proceeds west 1 mile to the Northwest corner of the Southwest Quarter of Section 25 in Township 30N Range 11E.

At the Northwest corner of the Southwest Quarter of Section 25 in Township 30N Range 11E the line proceeds North along the West Section line of Section 25 in Township 30N Range 11E to the Northeast corner of Section 26 in Township 30N Range 11E.

At the Northeast corner of Section 26 in Township 30N Range 11E the line proceeds west along the North Section line of Section 26 in Township 30N Range 11E to the centerline of the Whitewater River.

At the intersecting point of the centerline of the Whitewater River and the North Section line of Section 26 in Township 30N Range 11E the line proceeds in a Northerly direction along and with the centerline of the Whitewater River through Sections 23,14,13,12,11, and 2 in Township 30N Range 11E and continuing through Sections 35,36,25,26, and 23 in Township 31N Range 11E to the intersecting point of the Whitewater River and the North Section line of Section 23 in Township 31N Range 11E.

At the intersecting point of the Whitewater River and the North Section line of Section 23 in Township 31N Range 11E the line proceeds in a Northeasterly direction along and with the centerline of the Whitewater River for a distance of 300 feet, then at that point the line proceeds east for a distance of 2250 feet to a point on the line between U.S. Survey 3149 and U.S. Survey 2196, at which point the line proceeds in a Southwesterly direction along this Survey line for a distance of 300 feet where the U.S. Survey line intersects with the North Section line of Section 24 in Township 31N Range 11E.

At the point where the U.S. Survey line 3149 and U.S. Survey line 2196 intersect with the North Section line of Section 24 in Township 31N Range 11E the line proceeds west along the North Section line of Section 24 in Township 31N Range 11E for a distance of 300 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 24 in Township 31N Range 11E.

At the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 24 in Township 31N Range 11E the line proceeds south 1980 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 24 in Township 31N Range 11E.

At the Southwest corner of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 24 in Township 31N Range 11E the line proceeds east for a distance of 4620 feet to the East Section line of Section 24 in Township 31N Range 11E.

At this point on the East Section line of Section 24 in Township 31N Range 11E the line proceeds north 1980 feet to the Southwest corner of Section 18 in Township 31N Range 12E.

At the Southwest corner of Section 18 in Township 31N Range 12E the line proceeds east 660 feet to a point on the South Section line of Section 18 in Township 31N Range 12E.

At this point on the South Section line of Section 18 in Township 31N Range 12E the line proceeds north 1 mile to the North Section line of Section 18 in Township 31N Range 12E and continues north a distance of 3960 feet to the Southeast corner of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 7 in Township 31N Range 12E.

At the Southeast corner of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 7 in Township 31N Range 12E the line proceeds west 660 feet to the West Section line of Section 7 in Township 31N Range 12E.

At this point on the West Section line of Section 7 in Township 31N Range 12E the line proceeds north along the West Section line of Section 7 in Township 31N Range 12E to the Northwest corner of Section 7 in Township 31N Range 12E and continues north along the West Section line of Section 6 in Township 31N Range 12E to the Southeast corner of Lot 3 in Section 1 in Township 31N Range 11E.

At the Southeast corner of Lot 3 in Section 1 in Township 31N Range 11E the line proceeds West along the South line of Lot 3 in Section 1 in Township 31N Range 11E for a distance of 2000 feet, then proceeds north for a distance of 1600 feet to the South Section line of Section 36 in Township 32N Range 11E and continues north for a distance of 2640 feet into Section 36 in Township 32N Range 11E to a point on the South line of the Northeast Quarter of Section 36 in Township 32N Range 11E.

At this point on the South line of the Northeast Quarter of Section 36 in Township 32N Range 11E the line proceeds west along the South line of the Northeast Quarter and the South line of the Northwest Quarter of Section 36 in Township 32N Range 11E to the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 36 in Township 32N Range 11E.

At the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 36 in Township 32N Range 11E the line proceeds North to the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 36 in Township 32N Range 11E.

At the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 36 in Township 32N Range 11E the line proceeds east along the north Section line of Section 36 in Township 32N Range 11E and continues east along the north Section line of sections 31,32, and 33 in Township 32N Range 12E to the northeast corner of Section 33 in Township 32N Range 12E.

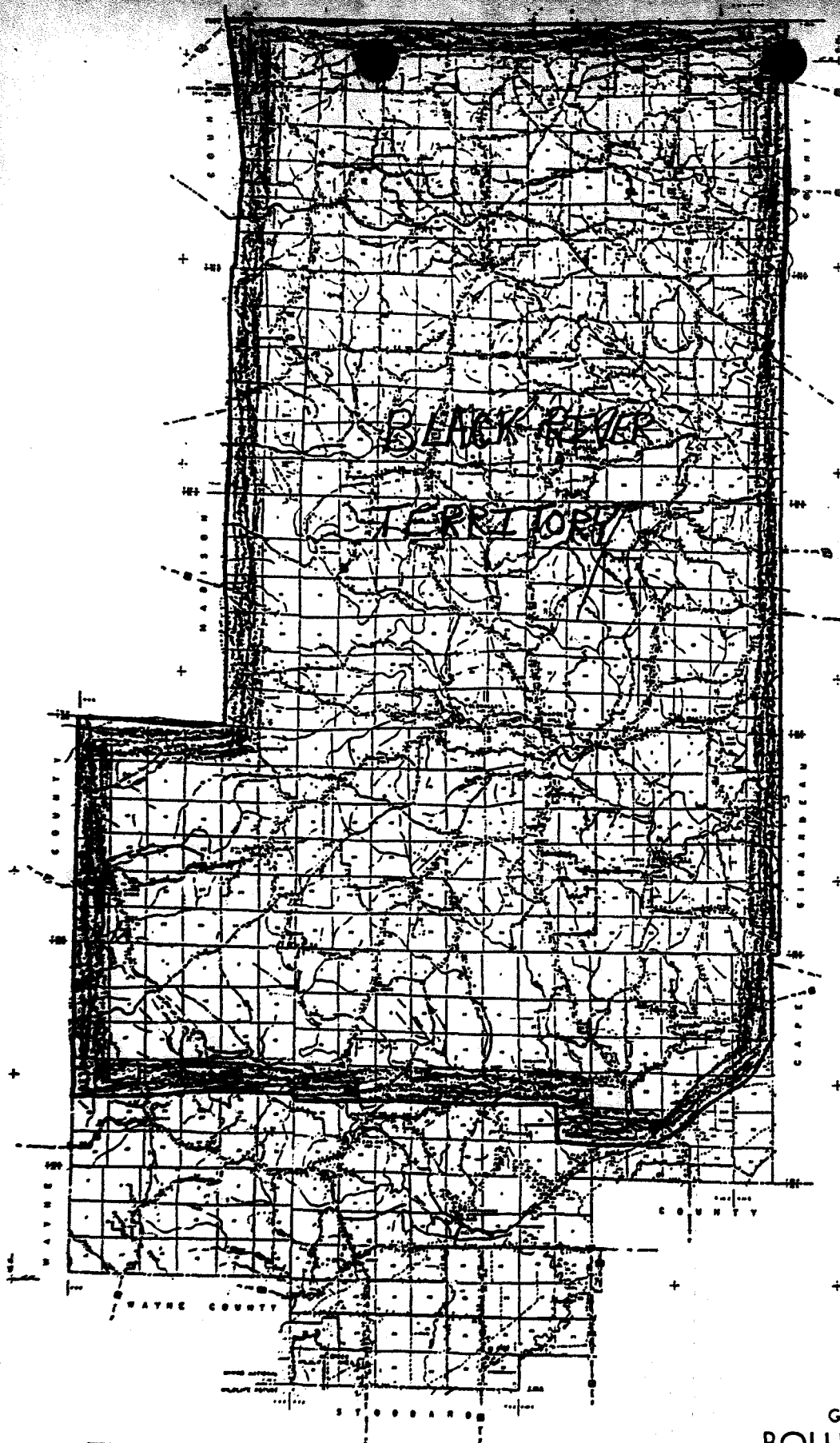
At the northeast corner of Section 33 in Township 32N, Range 12E the line proceeds north along the east Section line of sections 28,21,16,9, and 4 in Township 32N, Range 12E and continues north along the east Section line of sections 33,28, and 21 in Township 33N, Range 12E to the northeast corner of Section 21 in Township 33N, Range 12E.

At the northeast corner of Section 21 in Township 33N, Range 12E the line proceeds west along the north Section line of sections 21,20, and 19 in Township 33N, Range 12E to the southeast corner of Section 13 in Township 33N, Range 11E.

At the southeast corner of Section 13, Township 33N, Range 11E the line continues north along the east line of sections 13, 12, and 1 in Township 33N, Range 11E to the northeast corner of Section 1 Township 33N Range 11E.

At the Northeast corner of Section 1, Township 33N, Range 11E the line proceeds West along the north Township line of Township 33N, Range 11E, Township 33N, Range 10E, Township 33N, Range 9E and also west along the south Section line of sections 36,35, and 34 in Township 34N, Range 8E to the southeast corner of Section 33 in Township 34N, Range 8E.

At the southeast corner of Section 33 in Township 34N, Range 8E the line proceeds north along the east Section line of sections 33,28, and 21 in Township 34N, Range 8E to the northeast corner of Section 21 in Township 34N, Range 8E to the point of beginning. This point of beginning is the northeast corner of Madison County and the southeast corner of St. Francois County.



LEGEND

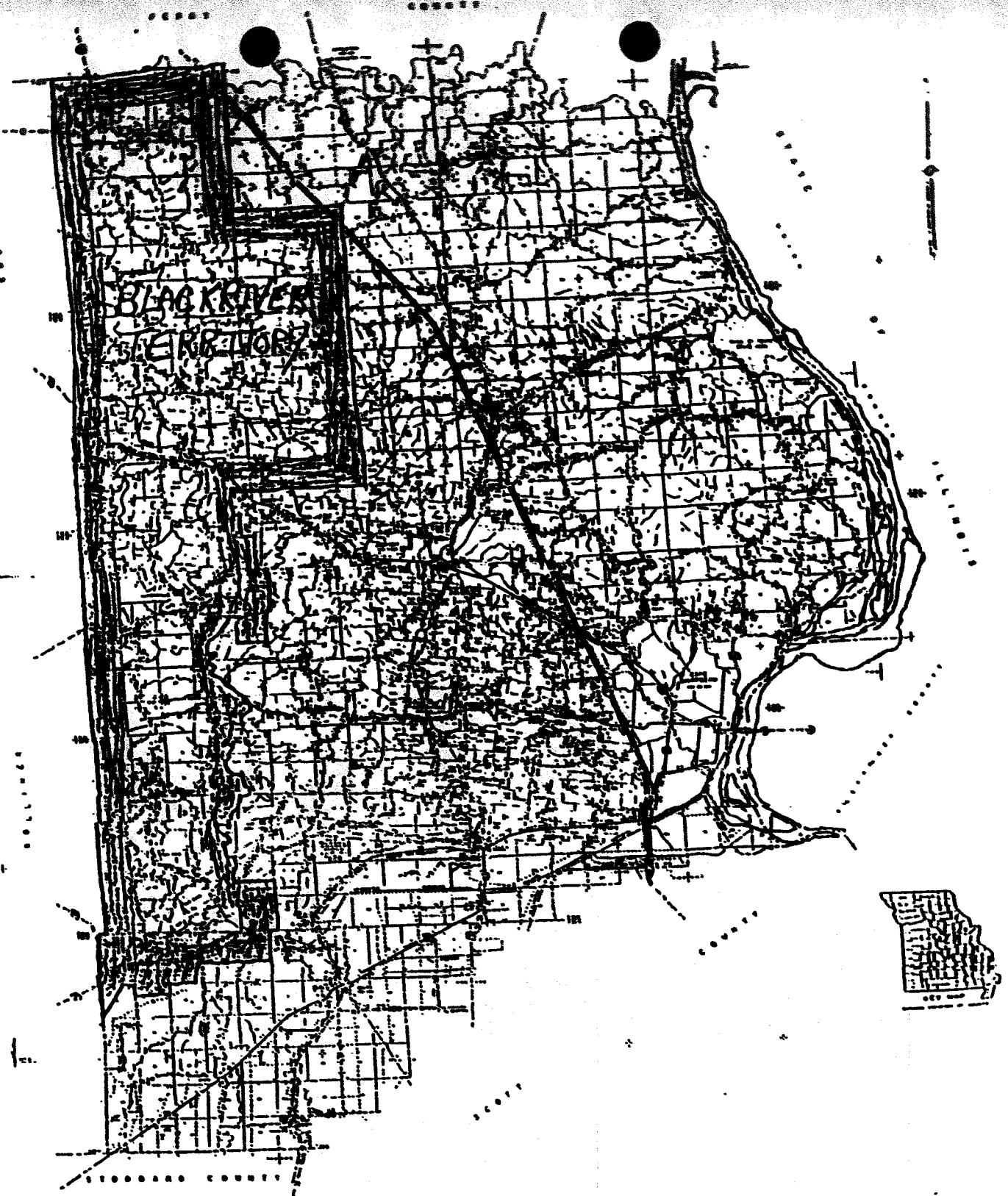
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EXHIBIT 2 GENERAL HIGHWAY MAP BOLLINGER COUNTY MISSOURI

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





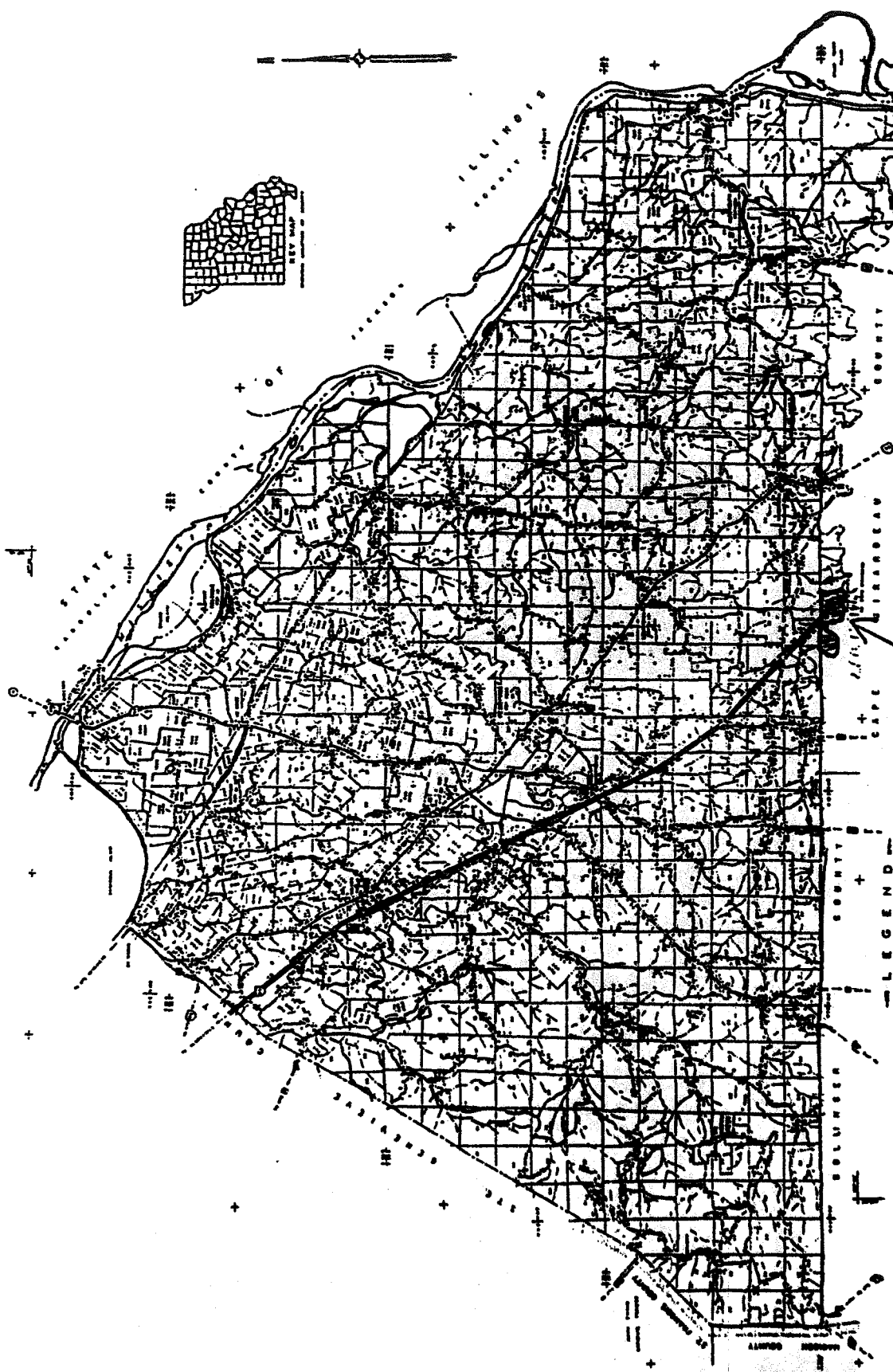
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+ 12881 2

GENERAL HIGHWAY MAP
CAPE GIRARDEAU COUNTY
MISSOURI

ISSUED BY THE
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
DIVISION OF PLANNING



BLACK RIVER
TERRITORY

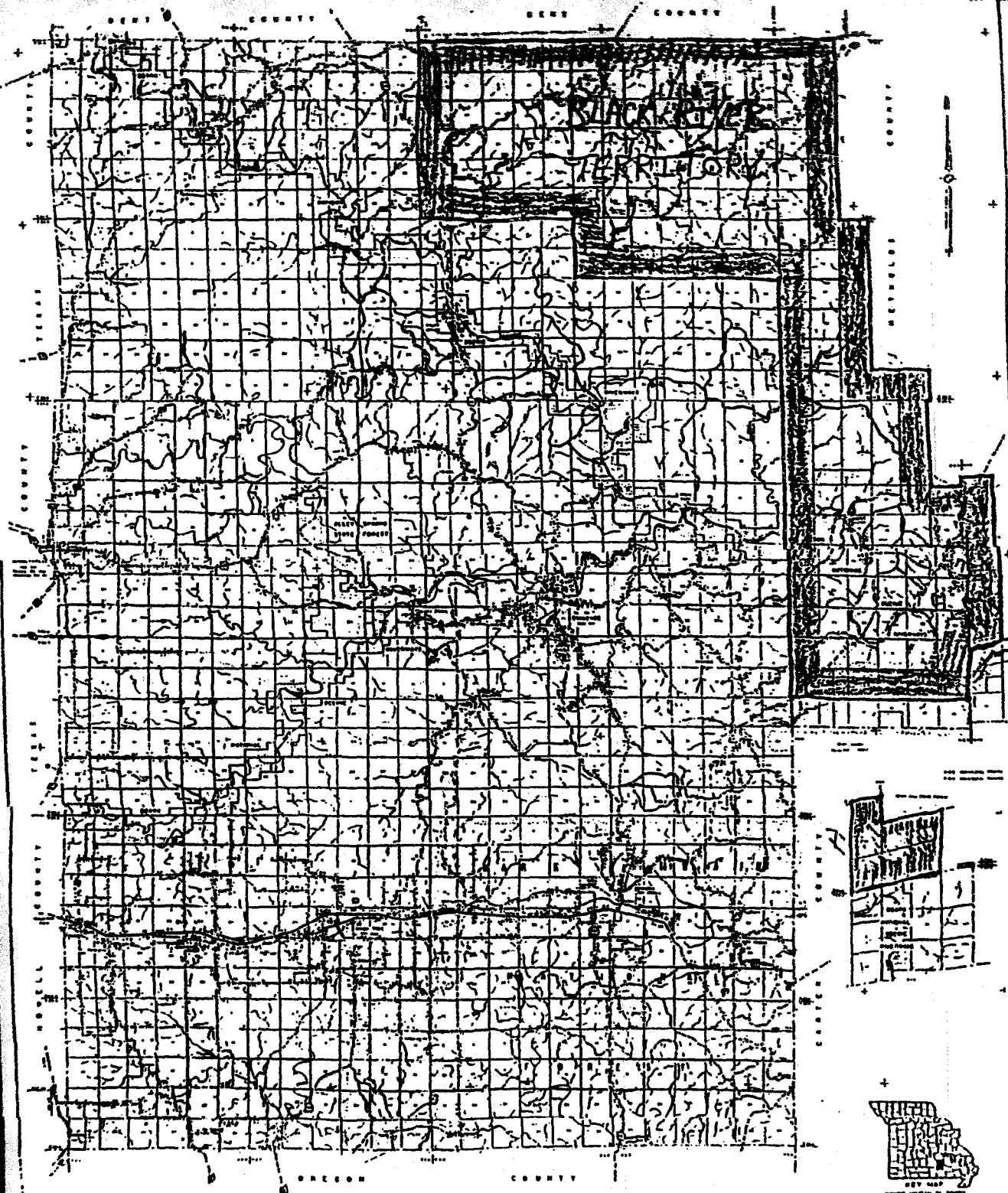
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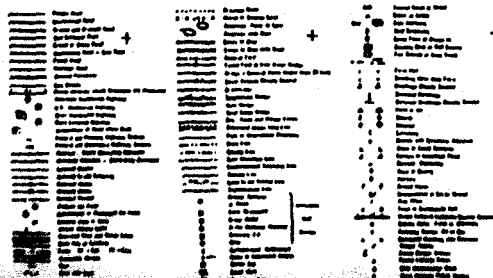
FIGURE 2-1
GENERAL HIGHWAY MAP
PERRY COUNTY
MISSOURI

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





— LEGEND —



EXHIBIT

2

GENERAL HIGHWAY MAP SHANNON 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

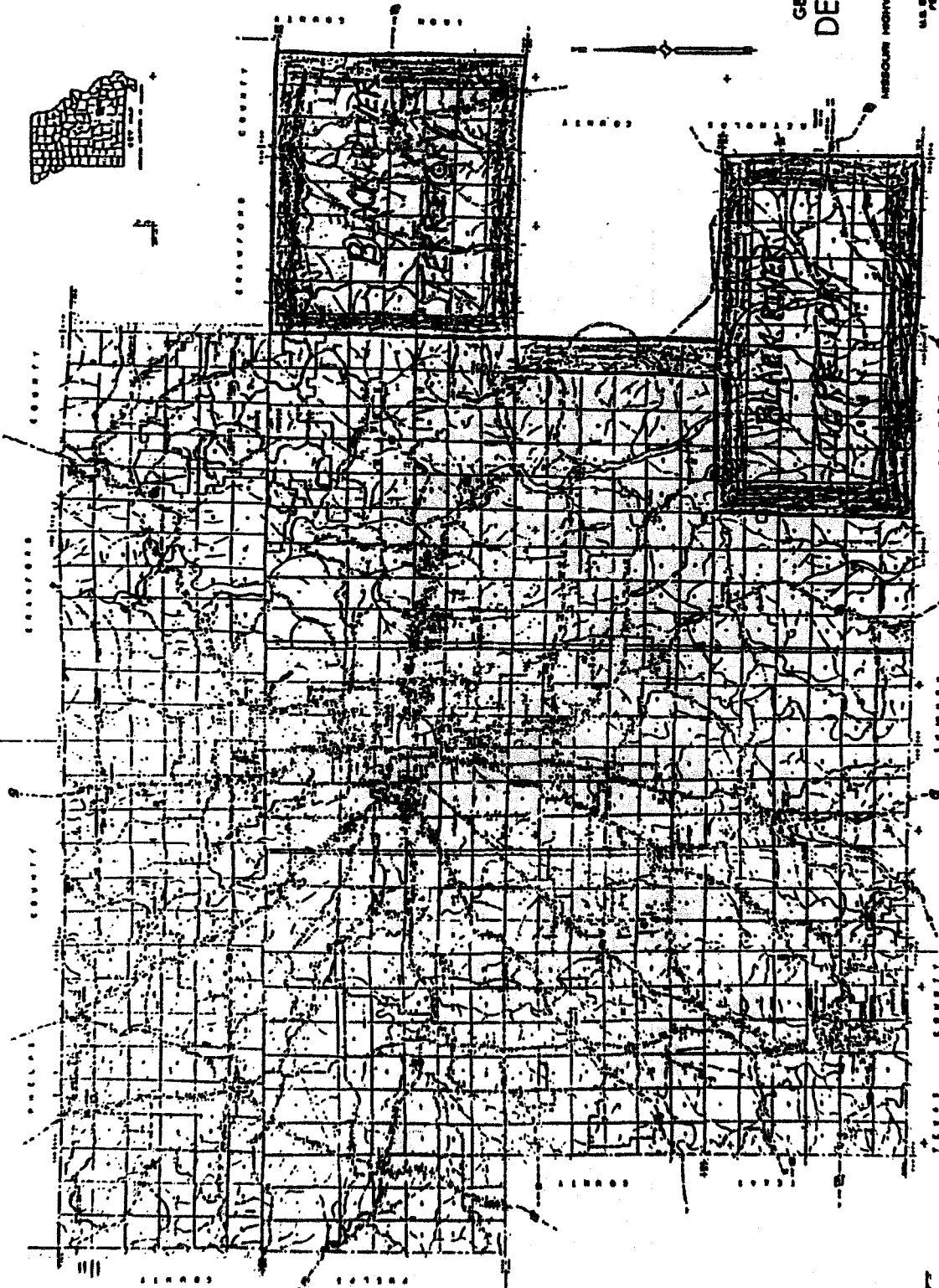
**EXHIBIT 2
GENERAL HIGHWAY MAP
DENT COUNTY
MISSOURI**

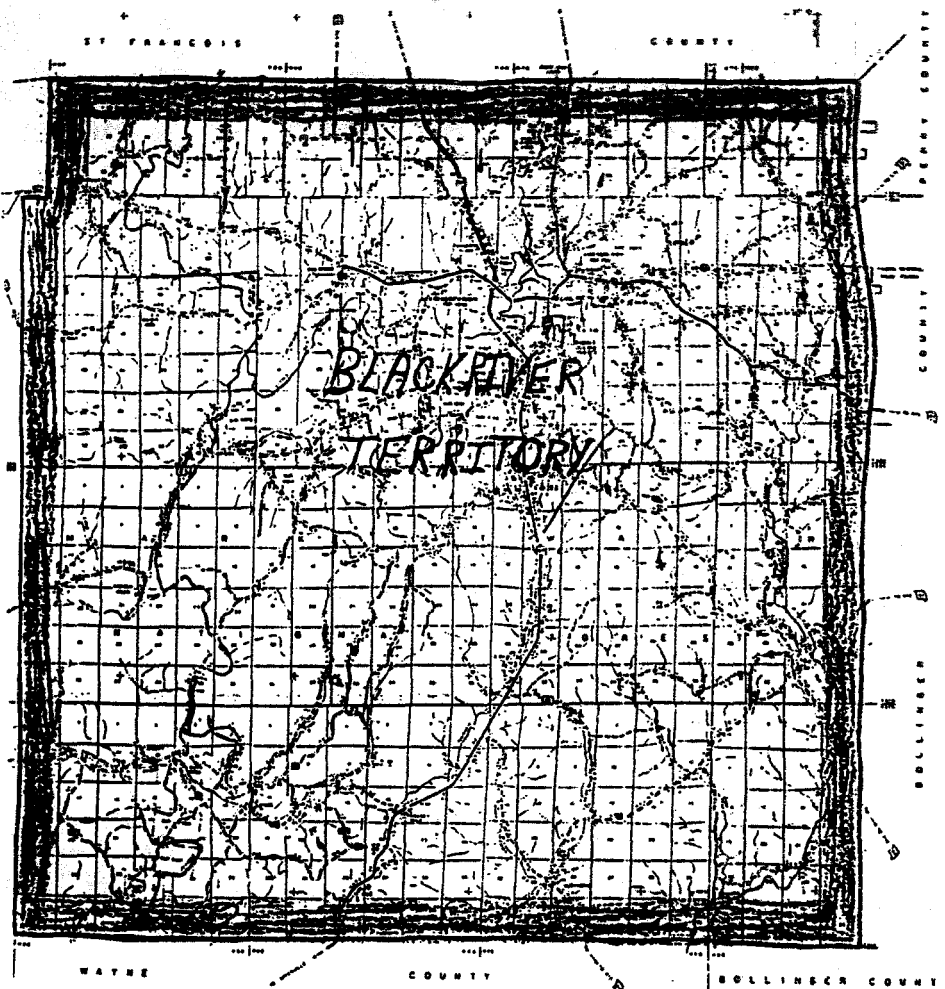
MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT
BUREAU OF PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL BUREAU OF INVESTIGATION
IN CONNECTION WITH THE

2.
QUEST

GENERAL HIGHWAY MAP





LEGEND

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EXHIBIT 2
GENERAL HIGHWAY MAP
MADISON 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



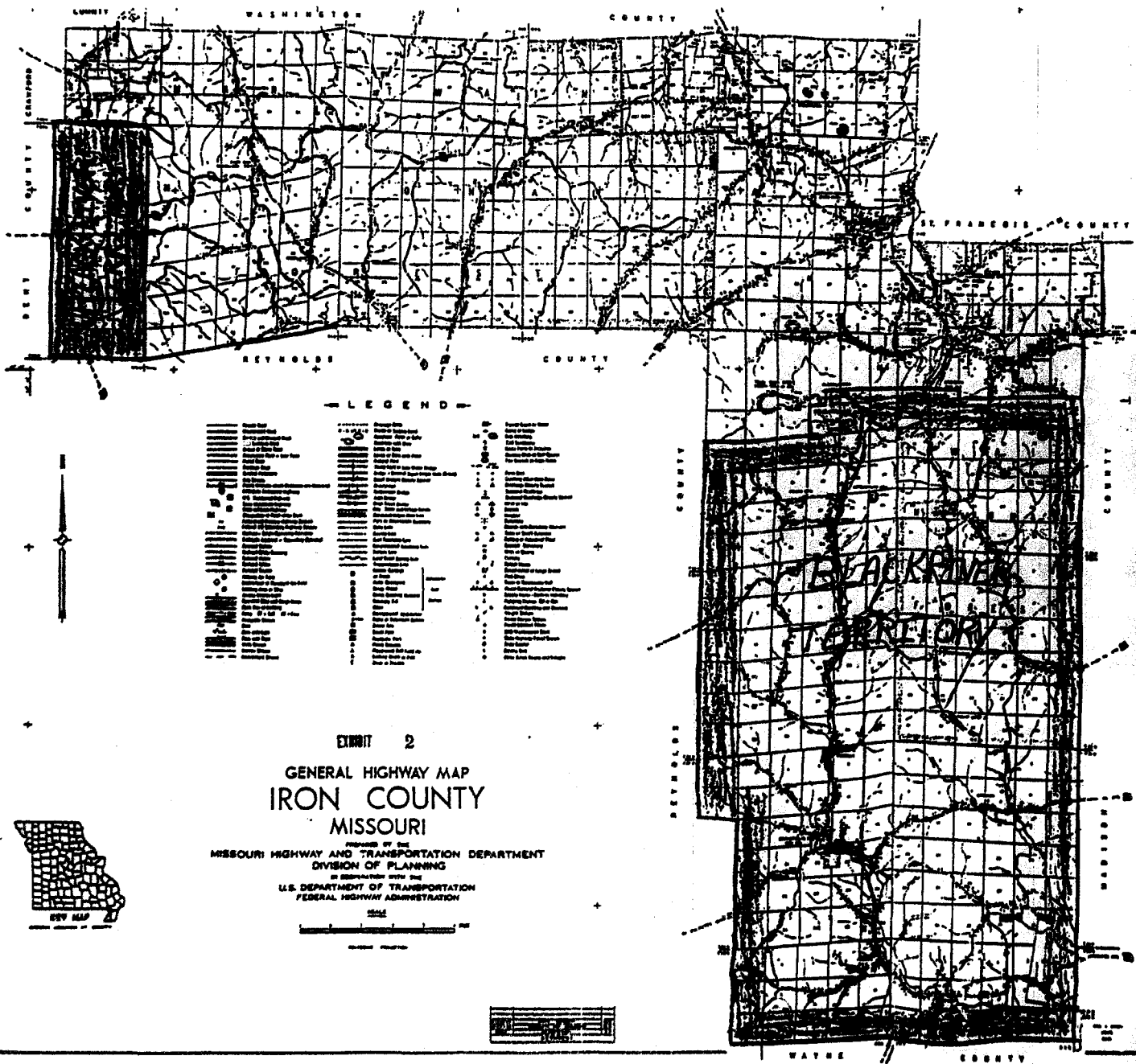


EXHIBIT 3

The following customers or future customers located at the descriptive address in or near the electric service area of Company shall be supplied by Cooperative. The Company shall transfer to Cooperative the facilities, if any, located from the customer's meter base to the electric service area of Cooperative, to supply the following customers or future customers located at the descriptive address.

Iron County**Company customers:**

Account number: 380000078480

Mailing Address: West Limestone Crusher
Hwy. 21 S
Arcadia, MO 63621

Map Location: 22680748010

Descriptive Address: In Section 6,
Township 33 North, Range 4 East,
North side of Hwy. 21 0.2 mile south of
Hwy. 21 and Hwy. E intersection

Account number: 387885175210

Mailing Address: Darrell Bowling
PO Box 177
Pilot Knob, MO 63663

Map Location: 22684748012

Descriptive Address: In Section 5,
Township 33 North, Range 4 East,
948 S 21 Arcadia Hwy.
Arcadia, MO 63621

Cooperative customers:

Account number: 296301

Mailing Address: Bernard C. Faulkner
PO Box 122
Bixby, MO 65439

Map Location: 033-07-0001

Descriptive Address: In Section 7,
Township 34 North, Range 1 West

Account number: 298901

Mailing Address: Henry Asher
HC 82 PO Box 325
Bixby, MO 65439

Map Location: 033-18-0001

Descriptive Address: In Section 18,
Township 34 North, Range 1 West

Account number: Disconnected

Mailing Address:

Map Location: 051-03-0013

Descriptive Address: In Section 3,
Township 33 North, Range 3 East
North side of Hwy. CC, 1.4 miles from
Hwy. 21/72 and Hwy. CC intersection

Account number: 482101

Mailing Address: Tone Communication
Service, INC.
11563 Argonne Rd
Festus, MO 63028

Map Location: 051-03-0015

Descriptive Address: In Section 3,
Township 33 North, Range 3 East
North side of Hwy. CC, 1.6 miles from
Hwy. 21/72 and Hwy. CC intersection

Account number: 482201
Mailing Address: Delmar P. Light
PO Box 319
Arcadia, MO 63621

Map Location: 051-03-0016
Descriptive Address: In Section 3,
Township 33 North, Range 3 East
North side of Hwy. CC, 1.7 miles from
Hwy. 21/72 and Hwy. CC intersection

Account number: 2373501
Mailing Address: Raymond Calvert
HC 69 Box 1945
Ironton, MO 63650

Map Location: 052-12-0004
Descriptive Address: In Section 12,
Township 33 North, Range 4 East
East side of Hwy. D 2.2 miles from
Hwy. 72 and Hwy. D intersection

Reynolds County

Cooperative customer:

Account number: 455101
Mailing Address: Clifford C. Cauley
5222 Heege Rd.
St. Louis, MO 63123

Map Location: 049-10-0010
Descriptive Address: In Section 10,
Township 33 North, Range 1 East
East side of Hwy. 49 1.6 miles south of
Hwy. 49 and Hwy. A intersection

EXHIBIT 4

The following customers or future customers located at the descriptive address in or near the electric service area of Cooperative shall be supplied by Company. The Cooperative shall transfer to Company the facilities, located from the customer's meter base to the electric service area of Company, to supply the following customers or future customers located at the descriptive address.

Madison County

Cooperative customer:

Account number: 367101
Mailing Address: Phillip Henry
HC 69 Box 2435
Ironton, MO 63650

Map Location: 038-31-0001
Descriptive Address: In Section 31,
Township 34 North, Range 5 East
Private Dr. 0.2 mile north of Hwy. 72
on Iron/Madison County Line

Note that the existing customers along the Madison/St. Francois County line shall continue to be supplied by the utility that has supplied them before this electric service area agreement between Company and Cooperative

Iron County

Cooperative customers:

Account number: Disconnected
Mailing Address:

Map Location: 052-01-0001
Descriptive Address: In Section 1,
Township 33 North, Range 4 East
East side of Hwy. D about 2.2 miles
southeast of Hwy. 72 & Hwy. D intersection

Account number: 497901
Mailing Address: Teddy Crawford
HC 69 Box 1961
Ironton, MO 63650

Map Location: 052-01-0023
Descriptive Address: In Section 1,
Township 33 North, Range 4 East
Private Dr. west side of Hwy. D about 2.2
miles southeast of Hwy. 72 & Hwy. D
intersection

Account number: 508201
Mailing Address: Robert Inman
HC 69 Box 1950
Ironton, MO 63650

Map Location: 052-12-0007
Descriptive Address: In Section 12,
Township 33 North, Range 4 East
Private Dr. west side of Hwy. D about 2.2
miles southeast of Hwy. 72 & Hwy. D
intersection

Company customers:

Account number: 387885108401
Mailing Address: Wayne Kennedy
Rt 1 Box 18
Arcadia, MO 63621

Map Location: TLM 22684748007
Descriptive Address: In Section 6,
Township 33 North, Range 4 East
640 South Old 21 Hwy. Trlr
Arcadia, MO 63621

Account number: 387885108460
Mailing Address: Wayne Kennedy
Rt 1 Box 18
Arcadia, MO 63621

Map Location: TLM 22684748007
Descriptive Address: In Section 6,
Township 33 North, Range 4 East
71 South Hwy. 21
Arcadia, MO 63621

Reynolds County**Cooperative customers:**

Account number: Disconnected
Mailing Address:

Map Location: 048-01-0001
Descriptive Address: In Section 1,
Township 33 North, Range 1 West

Account number: Disconnected
Mailing Address:

Map Location: 048-03-0001
Descriptive Address: In Section 3,
Township 33 North, Range 1 West

Account number: 436001
Mailing Address: Myrtle Nelson
RR 1 Box 233
Black, MO 63625

Map Location: 048-04-0001
Descriptive Address: In Section 4,
Township 33 North, Range 1 West

Account number: 436101
Mailing Address: Beulah Martin
RR 1 Box 232
Black, MO 63625

Map Location: 048-04-0005
Descriptive Address: In Section 4,
Township 33 North, Range 1 West

Account number: Disconnected
Mailing Address:

Map Location: 048-04-0007
Descriptive Address: In Section 4,
Township 33 North, Range 1 West

Account number: 436201
Mailing Address: Belinda S. Martin
RR 1 Box 235
Black, MO 63625

Map Location: 048-04-0008
Descriptive Address: In Section 4,
Township 33 North, Range 1 West

Account number: 436301
Mailing Address: Dorothy L. Martin
 RR 1 Box 234
 Black, MO 63625

Map Location: 048-04-0009
Descriptive Address: In Section 4,
 Township 33 North, Range 1 West

Account number: 436401
Mailing Address: Margie D. Bradshaw
 RR 1 Box 231
 Black, MO 63625

Map Location: 048-04-0010
Descriptive Address: In Section 4,
 Township 33 North, Range 1 West

The following substations and the associated customer service equipment located in the electric service area of the Cooperative shall continue to be served by the Company. This exception is limited to the existing customer service equipment and future customer service equipment required to serve the customer presently supplied by the substations listed below.

<u>Substation</u>	<u>Location</u>
Asarco West Fork	Township 32 North, Range 2 West
Brushy Creek Mine	Township 33 North, Range 2 West
Buick Mine	Township 34 North, Range 2 West
Buick North Vent	Township 34 North, Range 2 West
Buick Smelter	Township 34 North, Range 2 West
Buick South Vent	Township 34 North, Range 2 West
Buick Vent #3	Township 33 North, Range 2 West
Cominco Mine	Township 34 North, Range 2 West
Cominco Mine Vent	Township 34 North, Range 2 West
Fletcher Mine	Township 32 North, Range 2 West
ISP (formerly GAF)	Township 31 North, Range 3 East
Taum Sauk	Township 33 North, Range 2 East
Sweetwater (Asarco)	Township 31 North, Range 2 West