

FIRST TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 29th day of JUNE, 2006, by and between The Empire District Electric Company, a Kansas corporation, with its principal office located at 602 Joplin Street, Joplin, Missouri ("Empire") and Ozark Electric Cooperative, a Missouri rural electric cooperative organized and existing pursuant to Chapter 394, RSMo. with its office located on Highway 39 North, Mt. Vernon, Missouri ("Ozark").

WITNESSETH:

WHEREAS, Empire and Ozark are authorized by law to provide retail electric service within certain areas of Missouri, including portions of Greene and Christian Counties; and

WHEREAS, Sections 394.312 and 416.041 RSMo. 2005, provide that competition to provide retail electrical service as between rural electric cooperatives such as Ozark and electrical corporations such as Empire may be displaced by written territorial agreements;

WHEREAS, Empire and Ozark desire 1) to promote the orderly development of retail electrical service within a portion of Greene County and Christian County, Missouri, 2) to avoid unnecessary duplication of electrical facilities therein, and 3) to assist in minimizing territorial disputes between themselves; and

WHEREAS, this Territorial Agreement does not require any customer of either Empire or Ozark to change its existing retail electric service supplier;

NOW, THEREFORE, Empire and Ozark, 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 Territory Affected.

A. This Agreement pertains only to two adjoining tracts of land in Greene County and Christian County south of the City of Republic, Missouri. For purposes of this Agreement, the tract allocated to Empire as its Service Area shall be referred to as Tract 1 and the tract allocated to Ozark as its Service Area shall be referred to as Tract 2.

B. The metes and bounds description of Tract 1 is attached as Appendix A. A copy of a map depicting Tract 1 is attached as Appendix A-1.

C. The metes and bounds description of Tract 2 is attached as Appendix B. A copy of a map depicting Tract 2 is attached as Appendix B-1.

D. This Agreement shall have no effect whatsoever upon service by Ozark or Empire in any areas other than Tract 1 and Tract 2 as so described.

E. The parties anticipate that all or parts of both Tracts may become annexed into the incorporated limits of the City of Republic and will thus cease to be a “rural area” as defined by Section 394.020(3) RSMo. 2005.

2. Definitions.

A. For purposes of this Agreement, the references to “structure” 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 effect 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.

B. The term “permanent service” shall have the same meaning as the definition of “permanent service” found in Sections 393.106 and 394.315 RSMo., in effect at the relevant time. If no such statutory definition exists, the term shall be defined as it appeared in Section 393.106 RSMo. 2005, and shall be liberally construed to give effect to the expressed intent of this Agreement.

C. The term “new structure” shall mean (i) one on which construction has not commenced by the Effective Date, or (ii) one on which construction has commenced by the Effective Date but on the Effective Date is not complete from the standpoint that permanent wiring for the electrical power and energy to be utilized by or within the structure has not been permanently installed and permanently energized by physical connection to the facilities of an electrical supplier, or (iii) one for which the respective electrical inspection authority has not granted a permit by the Effective Date for it to be energized, or (iv) one for which the respective building authority has not granted an occupancy permit by the Effective Date.

D. The term “Effective Date” shall mean 12:01 a.m. of the date on which the Report and Order of the Commission approving this Agreement and the Report and Order approving Empire’s Application for Variance being filed in conjunction with the application for approval of the Agreement are effective pursuant to their terms , (or the later of the two) unless a writ of review or other proceeding is taken challenging either or both Report and Order, in which case there shall be no Effective Date of this Agreement until Empire and Ozark both execute a document which establishes an Effective Date for purposes of this Agreement.

3. Exclusive Service Areas Established.

A. Empire, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures it is now serving and to all new structures within Tract 1 and therefore it shall be considered the exclusive Service Area of Empire, as between Empire and Ozark. Ozark shall continue to serve structures it is serving as of the Effective Date but shall not be allowed to serve any new structures within Tract 1.

B. Ozark, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures it is now serving within Tract 2 and to all new structures within Tract 2 and therefore it shall be considered the exclusive Service Area of Ozark, as between Empire and Ozark. Empire does not now serve any structures, and shall not be allowed to serve any new structures within Tract 2.

C. The parties understand that Ozark is currently contractually committed to provide retail electric service to a development known as “The Lakes at Shuyler Ridge” comprising approximately 245.15 acres and situated in Tract 1. This Agreement for designation of exclusive

Service Area is contingent upon the agreement of that developer, Shuyler Ridge, LLC, to take and receive Empire as its substitute electric service supplier and to mutually release Ozark from any such prior contractual service obligation. The terms and conditions of Empire's service shall be set by Empire and the developer pursuant to Empire's tariff or as the same may be modified by order of the Commission. The terms and conditions for Empire's acquisition of useful facilities previously installed by Ozark pursuant to its contract shall be set by Empire and Ozark in the nature of a purchase for fair value.

D. This Agreement does not purport to affect the rights of any electric supplier not a party to this Agreement.

4. Condition Precedent – Regulatory Approvals. This Agreement is conditioned upon receipt of approval of it and of Empire's accompanying Application for Variance by the Commission with no changes, or those changes which have been expressly agreed to by Empire and Ozark in the case of this Agreement and by Empire alone in the case of the Application for Variance. 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 or the Application for Variance, or both, if the party objects to the form or content of the Commission's order approving the same. 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.

5. Service to Structures Receiving Service as of the Date of this Agreement.

A. There are currently fort-three (43) structures located within Tract 1 on the date of this Agreement that are receiving permanent electric service from Ozark. To the knowledge of Empire and Ozark there are no other retail suppliers of electricity providing permanent electric service within Tract 1. There are currently no structures located within Tract 2 which are receiving permanent service from Empire. The Ozark members at existing structures in Tract 1 are identified at Appendix C, which shows the names and service addresses of such members.

B. It is the intent of the parties that, subject to the terms of this Agreement, permanent service to the existing structures in Tract 1 shall remain with Ozark, its successors or assigns for the term of this Agreement. This provision is not to be construed as meaning that service to the

present structures cannot be changed during the term of this Agreement. It simply means that no changes are a prerequisite to the approval of this Agreement and neither party is requesting that a change occur at this time as a result of this Agreement or its approval by the Commission.

6. Structures Coming Into Existence After the Effective Date.

A. After the Effective Date, Empire shall have the exclusive right, as between Empire and Ozark, to provide permanent service to new structures within Tract 1.

B. After the Effective Date, Ozark shall have the exclusive right, as between Empire and Ozark, to provide permanent service to new structures within Tract 2.

C. Boundary Structures. Notwithstanding the provisions of paragraphs 6.A. and 6.B., Empire and Ozark may subsequently agree in writing, on a case by case basis, to allow any new structure in either Service Area established by this Agreement to receive service from one party even though the new structure would be required to be served by the other party pursuant to this Agreement, when the interests of both parties and the owner of the new structure are advanced thereby. Such situations shall be dealt with on a case by case basis, and shall not be deemed to be precedent for any future situations even if the facts may be similar.

i. Each such agreement shall be treated as an Addendum to this Agreement and a copy thereof shall be submitted to the Staff of the Commission, directed to the Utility Services Division director, and a copy submitted to the Office of the Public Counsel.

ii. There will be no filing fee for the submission of such Addendum.

iii. The Addendums subject to this process apply to new structures only, and not to structures receiving permanent service on the Effective Date.

iv. Each Addendum shall be accompanied by a notarized statement indicating that the two affected electric service providers support the Addendum.

v. 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 Commission, and shall indicate the customer's consent to be served by the service provider contemplated by the Addendum.

vi. Each Addendum shall include, or be accompanied by an explanation of the justification that electric service should be provided in the agreed manner.

vii. If the Staff of the Commission, or the 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 to be without their objection. If such a pleading is filed, then the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved.

viii. 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 Addendum until the effective date of a final and non-appealable order of the Commission or a court regarding the removal of same.

D. During the interim period between the date of the execution of this Agreement and the Effective Date, the parties shall not be bound by the territorial division provisions of this Agreement and may provide service to any customer seeking service if the supplier can lawfully provide such service in the particular location. In the interim before this Agreement is approved by the Commission, if a new structure should come into existence on one side of the proposed boundary and request service from the party on the opposite side of the boundary, and that party has the existing right to provide such service, the parties agree to submit the matter to the Commission for determination in the case docketed for approval of this Agreement. The parties agree to propose to the Commission in such case that the party which will have the exclusive right to serve the customer if this Agreement is approved by the Commission should have the exclusive right and obligation to serve the customer in the interim.

7. Indirect Provision of Service to Structures Not Permitted. The intent of this Agreement is to designate an exclusive provider of electric service for structures or anything else using or designed to use electricity to be located within the described areas. Neither party shall furnish, make available, assist in providing, render or extend electric service to a structure, which

that party would not be permitted to serve directly pursuant to this Agreement, by indirect means such as through a subsidiary corporation, through another entity, or by metering services outside of the area for delivery within the area. This shall not be construed to otherwise prohibit sales of electric power and energy between the parties to this Agreement.

8. Term. The initial term of this Agreement shall be through February 14, 2014. Thereafter, this Agreement shall be automatically renewed for successive five (5) year terms (“renewal terms”), 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.

9. Cooperation. Empire and Ozark agree to undertake all actions reasonably necessary to implement this Agreement. Empire and Ozark will cooperate in presenting a Joint Application to the Commission demonstrating that this Agreement is in the public interest and will cooperate in seeking approval of Empire’s accompanying Application for Variance. The parties shall pay equally all the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs, including but not limited to the attorneys fees of each party, will be borne by the respective party incurring the costs.

10. General Terms.

A. Land Descriptions: The land descriptions utilized in this Agreement are assumed by the parties to be accurate and reliable and to match the maps being submitted; however, where there are maps and the map does not correspond with the metes and bounds description, the map shall be controlling.

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

C. Modifications: Neither the boundaries described in this agreement nor any provision of this Agreement may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.

D. Survival: This Agreement 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 Agreement, or if the Condition Precedent is not fulfilled, this Agreement shall be nullified and of no legal effect between the parties. If this Agreement 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 Agreement 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 Agreement shall not be construed to prevent either party from obtaining easements or right 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.

G. The subsequent platting, re-platting, subdividing, re-subdividing, or re-naming of any parcel or subdivision covered by this Agreement shall not affect the respective rights of Empire or Ozark established by this Agreement.

11. Subsequent Legislation. This Agreement is reached between the parties based upon their understanding of the current state of the law in Missouri under Sections 393.106 and 394.315 RSMo. 2005, which allows an electrical supplier, once it lawfully commences supplying retail electric energy to a structure through permanent service facilities, to have the right to continue serving such structure. Further, the concept of service under those sections at the current time contemplates not only the physical provision of the conductors to provide an electrical path and connection between the structure and the conductors of the electrical supplier, but also the provision of electrical power and energy through such conductors. In the event the

law in Missouri is changed during any term of this Agreement to provide that the provider of the electrical facilities (i.e. conductors) within the Service Area is not also required or assumed to be the provider of electrical power and energy (i.e., the electricity), and thereby give customers a choice as to who provides their electricity, as contrasted with who owns the wires over which such electricity is provided, then nothing in this Agreement shall be construed to prohibit Empire from providing electrical power and energy to structures within the Service Area of Ozark established by this Agreement, or Ozark from providing electrical power and energy to structures within the Service Area of Empire established by this Agreement, under the terms of such future legislation, notwithstanding the terms of this Agreement to the contrary. However, if either § 393.106, § 394.315 or § 394.312 RSMo. are repealed and not reenacted in a form substantially equivalent to their status on the Effective Date, this Agreement shall terminate, coincident with the effective date of the elimination of the current content of § 393.106, § 394.315 or § 394.312, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 29th day of JUNE, 2006.

THE EMPIRE DISTRICT
ELECTRIC COMPANY

By: M E Felton

Attest: Janet Watson

(seal)

OZARK ELECTRIC COOPERATIVE

By: J W Mayberry

Attest: Rod Wagner

(seal)

Appendix A

EMPIRE SERVICE AREA

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 23 WEST IN CHRISTIAN COUNTY, MISSOURI ; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 40.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 194 FOR A POINT OF BEGINNING; THENCE SOUTH, CONTINUING ALONG SAID EAST LINE TO THE QUARTER SECTION CORNER COMMON WITH SECTIONS 32 AND 33, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LOCATED ON THE TOWNSHIP LINE; THENCE WEST ALONG SAID TOWNSHIP LINE TO THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 23 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 23 WEST, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE NORTH QUARTER CORNER OF SAID SECTION 6, LOCATED ON THE TOWNSHIP LINE; THENCE WEST ALONG THE TOWNSHIP LINE TO THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 24 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36 TO THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 60; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE THROUGH A PART OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI TO THE WEST LINE OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF LOT 2 OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) TO THE NORTHWEST CORNER OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4), THENCE EAST 660 FEET ALONG THE NORTH LINE OF THE SOUTH HALF

OF LOT 1 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4), THENCE SOUTH 660 FEET, THENCE EAST 330 FEET, THENCE SOUTH 660 FEET TO THE SOUTH LINE OF SAID SECTION 30 AND THE TOWNSHIP LINE, THENCE EAST ALONG SAID SOUTH LINE OF SECTION 30 TO THE SOUTH QUARTER SECTION CORNER OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; SAID CORNER BEING ON THE COMMON LINE OF SECTIONS 30 AND 29, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE NORTH ALONG SAID COMMON SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF SAID SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID CORNER BEING ON THE COMMON LINE OF SECTION 29 AND 28, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE NORTH ALONG SAID COMMON SECTION LINE, A DISTANCE OF APPROXIMATELY ONE QUARTER MILE TO THE SOUTHWEST CORNER OF RAINBOW FOREST ESTATES, A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI; THENCE N 89°25'33" E, ALONG THE SOUTH LINE OF SAID RAINBOW FOREST

ESTATES, A DISTANCE OF 656.60 FEET; THENCE S 01°18'23" W A DISTANCE OF 60.00± FEET TO THE REPUBLIC CITY LIMITS; THENCE EAST ALONG THE REPUBLIC CITY LIMITS LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S 89°12'31" E, A DISTANCE OF 1339.21 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S 89°13'36" E, A DISTANCE OF 1341.46 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S 01°27'46" W, A DISTANCE OF 1327.25 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S 01°29'59" W, A DISTANCE OF 2695.78 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 194; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY OF FARM ROAD 194, A DISTANCE OF 1057.10 TO A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 73°06'34"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 63.80 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 179°37'57"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 751.27 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 73°06'34"; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 63.80 FEET; THENCE WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1053.74 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT 40 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 23 WEST, AND THE POINT OF BEGINNING.

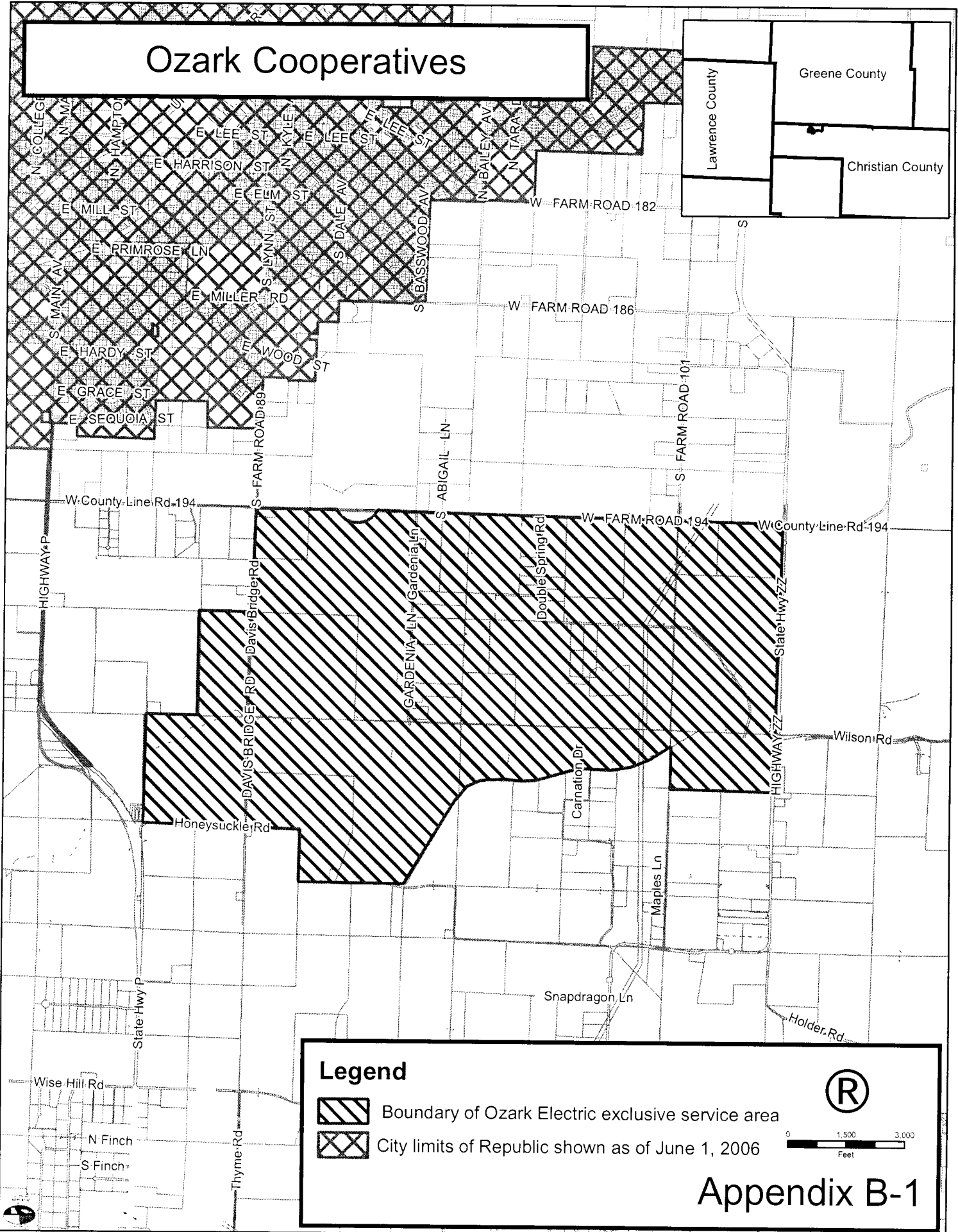
Appendix B

OZARK ELECTRIC SERVICE AREA



COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 23 WEST IN CHRISTIAN COUNTY, MISSOURI, SAID POINT BEING ON THE SECTION LINE AND THE DIVIDING LINE BETWEEN CHRISTIAN AND GREENE COUNTIES; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 194 FOR A POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY TO A POINT 40 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1053.74 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $73^{\circ}06'34''$; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 63.80 FEET TO A POINT OF A REVERSE CURVATURE TO THE LEFT WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF $179^{\circ}37'57''$; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 751.27 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $73^{\circ}06'34''$; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 63.80 FEET; THENCE EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 10,697.00± FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 23 WEST, SAID POINT BEING 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 35 TO THE SOUTH LINE OF SAID SECTION 35, THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 27, RANGE 23, CHRISTIAN COUNTY, A DISTANCE OF 1418.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF THE NORTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 2, A DISTANCE OF 2637.30± FEET TO THE SOUTHWEST CORNER OF LOT 2 OF THE NORTHWEST QUARTER, OF SAID SECTION 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 TO THE CENTERLINE OF THE FORMER MISSOURI PACIFIC RAILROAD; THENCE WESTERLY, ALONG SAID CENTERLINE TO THE WEST LINE OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 23 WEST; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CENTERLINE OF RAILROAD TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 23 WEST; THENCE WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF


SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE QUARTER CORNER COMMON TO SECTION 4 AND SECTION 5, TOWNSHIP 27 NORTH, RANGE 23 WEST; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 TO THE NORTH QUARTER CORNER OF SAID SECTION 5 LOCATED ON THE TOWNSHIP LINE; THENCE EAST ALONG SAID TOWNSHIP LINE TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE QUARTER CORNER COMMON WITH SECTIONS 32 AND 33, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

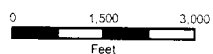
Ozark Cooperatives



Legend

-  Boundary of Ozark Electric exclusive service area
-  City limits of Republic shown as of June 1, 2006





 0 1,500 3,000 Feet

Appendix B-1