

EXHIBIT A

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2014, by and between the City of McLeansboro, an Illinois Municipal Corporation, organized and existing pursuant to the laws of the State of Illinois, of 102 West Main, McLeansboro, Illinois ("McLeansboro" or "City") and Wayne-White Counties Electric Cooperative, an Illinois not-for-profit Corporation, of 1501 West Main Street, Fairfield, Illinois ("Wayne-White").

WITNESSETH:

WHEREAS, the City of McLeansboro is a municipal corporation of the State of Illinois located in Hamilton County, Illinois, which owns and operates plant, equipment, and facilities for the generation, distribution and sale of electric energy to retail electric customers in an area which on the date hereof includes areas within and outside of its corporate limits; and

WHEREAS, Wayne-White is an Illinois not-for-profit Corporation and a rural electric cooperative as defined by and subject to the Electric Supplier Act 220 ILCS 30/1 *et. seq.* which owns and operates facilities for and engages in the transmission and distribution of electric energy in an areas which includes portions of Hamilton County, Illinois, and areas within the City of McLeansboro; and

WHEREAS, the parties acknowledge that McLeansboro has the right to provide electric service to its customers located within its municipal limits; and

WHEREAS, McLeansboro and Wayne-White enter into this Agreement pursuant to authority of the Illinois Municipal Code; and

WHEREAS, the service facilities and electric customers of McLeansboro and Wayne-White, in certain portions of Hamilton County, Illinois, are in close proximity to one another; and

WHEREAS, McLeansboro filed a Complaint and a two count Amended Complaint in the Circuit Court of Hamilton County, Illinois, captioned "City of McLeansboro v. Wayne-White Counties Electric Cooperative and Board of Education of Hamilton County Community Unit School District #10, No. 2008-MR-6", alleging statutory and common law claims ("Dispute"); and

WHEREAS, it is the desire and intention of the parties hereto to enter into this Agreement as part of the overall settlement of the foregoing Dispute in order to cease the adversarial relationship between themselves, and to govern their future relationship; and

WHEREAS, in order to minimize disputes between McLeansboro and Wayne-White concerning the provision of electric service which disputes result in inconvenience and diminished efficiency in providing electric service to the public; to provide for the orderly and

controlled growth of McLeansboro and Wayne-White and of the area surrounding and/or encompassed by the service area of each; and to recognize and protect the investment and commitment of Wayne-White to provide electric service within its respective service area, and to recognize and protect the investment and commitment of McLeansboro to provide electric service within its corporate limits and the area surrounding its corporate limits where the same abuts or is contiguous with the service area of Wayne-White; and

WHEREAS, Wayne-White has made substantial investments in electric facilities for the purpose of providing adequate electric service to its present and future member consumers in the areas of Hamilton County hereinafter delineated to be served by Wayne-White both within and outside the corporate limits of the City and the loss of such right would be financially harmful to Wayne-White; and

WHEREAS, McLeansboro has made substantial investments in electric facilities for the purpose of providing adequate electric service to its municipal customers within the corporate limits of the City and in certain areas outside the City and the loss of such right would be financially harmful to McLeansboro; and

WHEREAS, McLeansboro and Wayne-White have agreed with one another as to their respective service areas and the service area boundaries between themselves.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the terms and conditions set below, the parties agree as follows:

1. PREFATORY RECITALS: The foregoing prefatory recitals are hereby restated as a part of this Agreement as if set forth verbatim in the body of this Agreement.

2. DESIGNATION OF SERVICE TERRITORIES: McLeansboro and Wayne-White hereby establish territorial boundary lines delineating as between themselves the respective electric service areas of each party. Only the area inside the continuous **black** line on the map attached as **Exhibit A-A** is within the corporate limits of the City on the date of this Agreement, and all other areas on said map are outside the corporate limits of the City on the date of this Agreement. The areas on the map attached are identified as follows:

- A. Corporate limits of City of McLeansboro identified by **Black** boundary line.
- B. **Red** Area (outside corporate limits and served by McLeansboro).
- C. **Yellow** Area (Diamond City inside the corporate limits of McLeansboro).
- D. **Orange** Area (Hamco Heights inside the corporate limits of McLeansboro).
- E. **Green**-Area (Shopping Center Area inside the corporate limits of McLeansboro).
- F. **Blue** Shaded Area (outside corporate limits and served by Wayne White).

G. The area beyond and outside of the **Blue Shaded Area** .

3. **NO EFFECT ON NONPARTY ELECTRIC SUPPLIERS:** It is understood and agreed that this Agreement is binding only upon the parties hereto, and in the event a line or lines of another electric provider are located now or in the future within areas presently served by one or the other of the parties hereto, the rights of such other supplier shall not be hereby affected.

4. **SERVICE RIGHTS TO PRESENT AND FUTURE CUSTOMERS:** Except as specifically provided herein, each party shall with respect to other party hereto have the exclusive right to construct electric distribution facilities and to provide electric service to all present and future customers taking service within its respective service area or on its respective side of the territorial boundary line between Wayne-White and McLeansboro, as both the service area of each party and the boundary lines between them are delineated on the map attached as **Exhibit A-A** attached hereto, and except as otherwise provided herein, neither party shall serve any present or new customers within the service area of the other party without the express written permission of the other party.

5. **MCLEANSBORO'S AND WAYNE-WHITE'S SERVICE AREAS AND SERVICE RIGHTS:**

A. Except as limited by the terms of this Agreement, McLeansboro possesses the exclusive right and authority to provide electric service to customers within its corporate limits.

B. The area designated on the map attached as **Exhibit A-A** bordered and/or shaded in **red** represents McLeansboro's service area outside of and contiguous to the present corporate limits of McLeansboro. McLeansboro shall have the exclusive right to provide all electric service to all customers at such premises that are located within the **red** shaded area and to all present and future customers taking service at such premises that are located within the **red** shaded area.

C. Notwithstanding the foregoing, McLeansboro hereby grants to Wayne-White the exclusive right to provide electric service to all present and future customers at premises located within the corporate limits of McLeansboro in the areas designated as the Hamco Heights Subdivision (shaded **orange**) and the Shopping Center Area (shaded **green**) on the map attached as **Exhibit A-A** and to all such other customers at existing points of delivery as identified on **Exhibit A-B**. McLeansboro shall not take any action to directly or indirectly provide electric service to any customers, whether present or future customers at premises located in the areas designated on **Exhibit A-A** as Hamco Heights Subdivision (**orange**) and the Shopping Center Area (**green**) and those existing points of delivery on **Exhibit A-B**.

D. The area on **Exhibit A-A** located outside the corporate limits of McLeansboro and located beyond and outside of the **blue** shaded area on **Exhibit A-A** represents Wayne-White's exclusive service area and Wayne-White shall have the exclusive right to provide all electric service to all premises and to all present and future customers taking service at premises within Wayne-White's exclusive area. McLeansboro shall not take any action whether directly or indirectly to provide electric service to any customers, whether present or future customers, at

premises located outside such **blue** shaded area on the map marked **Exhibit A-A** even if any part of Wayne-White's exclusive service area is annexed to McLeansboro.

E. Wayne-White shall have the exclusive right to provide all electric service to its present and future customers at premises within the **blue** shaded area identified on **Exhibit A-A** except as provided in paragraph 10 hereof.

6. TRANSITION OF TERRITORY:

A. McLeansboro shall have the exclusive right to provide all electric service to the High School of Hamilton County Community Unit School District #10 within the existing corporate limits of the City of McLeansboro and McLeansboro shall at its sole cost and expense construct the necessary service to provide electric service to the high school of Hamilton County Community Unit School District #10 located within the existing corporate limits of the City.

B. The customers identified on **Exhibit A-C** presently receive electric service from Wayne-White at premises located within the area marked as **yellow** on **Exhibit A-A** within the corporate limits of McLeansboro commonly known as Diamond City or at certain premises adjacent thereto. The parties agree that after the Effective Date of this Agreement, each will cooperate to transition electric service from Wayne-White to McLeansboro for all present customers of Wayne-White located at premises within the Diamond City area or at certain premises adjacent thereto as identified on **Exhibit A-C**. The parties estimate that it will take approximately 14 weeks for McLeansboro to install facilities necessary for it to provide electric service to the Wayne-White customers listed on **Exhibit A-C** at premises within the area commonly referred to as Diamond City or at certain premises adjacent thereto. McLeansboro agrees to reimburse Wayne-White for all capital costs Wayne-White incurs in the event of an uninsured casualty as a result of any equipment failure or damage to its electric facilities in Diamond City due to casualty, whether caused by act of God or by humans that impairs Wayne-White's ability to adequately provide electric service to those customers on **Exhibit A-C** within Diamond City or adjacent thereto for the period of time from the Execution Date of this Agreement until such time as McLeansboro has completed successful transition of electric service to such customers from Wayne-White to McLeansboro at premises within the Diamond City area.

7. SERVICE TO OTHER PARTY'S CUSTOMER: If either party should request the other party to furnish electric service to a customer at premises who the requesting party is entitled to serve by reason of this Agreement, and the other party does render such service, this Agreement shall not thereby be voided, but shall otherwise remain in full force and effect; provided, that the party rendering such electric service to such customer at such premises in the other party's service area shall have the right to continue to provide such electric service during the Term of this Agreement unless otherwise agreed by the parties.

8. CONSTRUCTION OF LINES IN OTHER PARTY'S SERVICE AREA: This Agreement shall not prohibit a party from hereafter constructing and maintaining new lines or maintaining and reconstructing existing lines in the service area of the other party. However, no electric service shall be extended from such lines, or any of them, to any customers except those

customers that the party is entitled to serve pursuant to this Agreement. Any new construction of electric facilities in the other party's service area shall commence only after notice to and the approval by the other party, which approval shall not be unreasonably withheld.

9. **FRANCHISE:** McLeansboro, shall within 30 days following the Effective Date of this Agreement, approve the Franchise Ordinance attached as **Exhibit B** to the Settlement Agreement and Release relating to the Dispute and which Franchise grants Wayne-White certain rights and privileges for Wayne-White to provide electric service within the corporate limits of McLeansboro as authorized by this Agreement.

10. **SERVICE RIGHTS AFTER ANNEXATION OF PREMISES LOCATED WITHIN THE BLUE SHADED AREA:** In the event any area located within the **blue** shaded area delineated by this Agreement on the map attached hereto as **Exhibit A-A** to be served by Wayne-White is annexed to McLeansboro after the Effective Date of this Agreement, then McLeansboro shall have the exclusive right to provide electric service to all customers at premises located in the **blue** shaded area and annexed to McLeansboro; provided however, such annexation shall not impair, abridge, or otherwise alter the rights established by this Agreement for Wayne-White to provide all electric service to all its then existing and its future electric customers which are located in the annexed **blue** shaded area as follows:

A. Wayne-White shall continue to have the exclusive right to provide electric service within the annexed area located in the **blue** shaded area after such annexation to all its customers at the points of delivery to which Wayne-White had provided electric service at any time on or before the date of such annexation, and Wayne-White shall also have the exclusive right to provide electric service within the annexed area to all new customers which locate at those points of delivery to which Wayne White had provided electric service at any time prior to the date of annexation.

B. In the event Wayne-White has installed or otherwise put in place, after the effective date of this Agreement, new or upgraded electric facilities or new or upgraded electric infrastructure to provide electric service to a tract which is not contiguous to the then corporate limits of McLeansboro and which tract is located in the **blue** shaded area, then, in the event such tract is subsequently annexed, Wayne-White shall, after the annexation of such tract, have the exclusive right to provide electric service to any existing customers and any new customers who may take electric service after annexation of such tract at new points of delivery created after the date of annexation and taking service in the annexed area from such upgraded electric facilities or such upgraded electric infrastructure located within such annexed tract.

C. If there is an area of land, located within the **blue** shaded area that is contiguous to the corporate limits of McLeansboro in which Wayne-White proposes to install new or upgraded electric facilities or new or upgraded electric infrastructure to serve any new customers at new points of delivery then the following shall apply, to wit:

(1) Wayne-White shall provide written notice (hereinafter referred to as Wayne-White's 10C.(1) notice) to McLeansboro, prior to Wayne-White installing or putting in place any such proposed new or upgraded electric facilities and new or upgraded electric infrastructure in the Designated Area (for purposes herein the term "Designated Area" shall mean an area contiguous to McLeansboro, containing one or more specific parcel or parcels of

land, for which the owner or owners thereof, or his, her, its, or their authorized agent(s), have requested that Wayne-White install new or upgraded electric facilities or new or upgraded electric infrastructure to provide electric service at all new points of delivery that may be located within such area); provided, however, that such "Designated Area" shall not comprise an area greater than the area in which the new or upgraded electric facilities or new or upgraded electric infrastructure are to be installed within a reasonable time after the date of Wayne-White's 10C.(1) notice.

(2) Such Wayne-White's 10C.(1) notice shall describe the boundaries of the Designated Area, and also the location, type of new or upgraded electric facilities or new or upgraded electric infrastructure Wayne-White intends to install therein, and the approximate installation costs thereof.

(3) McLeansboro shall have 60 days after receipt of Wayne-White's 10C.(1) notice to inform Wayne-White in writing of its election either to annex or not annex the entire Designated Area that is described in Wayne-White's 10C.(1) notice to McLeansboro. If the 60th day falls on a Saturday, Sunday, state or national holiday, then McLeansboro's time for responding to Wayne-White's 10C.(1) notice shall be extended to the next business day.

(4) In the event McLeansboro elects to annex the entire Designated Area described in Wayne-White's 10C.(1) notice and McLeansboro completes the annexation of the entire Designated Area within the 150 day period following the date of receipt of Wayne-White's 10C.(1) notice, (the term "150 day period" shall mean 150 calendar days and shall be extended by the number of days that such annexation is prevented from becoming effective by reason of the application of 65 ILCS 5/7-1-1 as amended with respect to any primary election or any general election to be held within McLeansboro and if the last day falls on a Saturday, Sunday, state or national holiday, then McLeansboro's time for annexation shall be extended to the next business day) then, upon completion of such annexation within such time provided, McLeansboro shall construct such electric facilities and infrastructure necessary to provide electric service to all new customers and all new points of delivery within the entire Designated Area so annexed; provided, however, that such annexation shall not impair, abridge or alter Wayne-White's exclusive right to provide all electric service within the annexed area after such annexation to all its customers and points of delivery to which Wayne-White had provided electric service at any time on or before the date of annexation and to all new customers which locate at those existing points of delivery as provided in paragraph 10A hereof.

(5) In the event McLeansboro elects not to annex the entire Designated Area made the subject of Wayne-White's 10C.(1) notice after McLeansboro's receipt of such notice, then Wayne-White shall proceed to construct the proposed new or upgraded electric facilities and new or upgraded electric infrastructure; and Wayne-White shall have the exclusive right to provide all electric service within the entire Designated Area; and, except as set forth in paragraph 10 C (6), McLeansboro shall have no right to serve in the Designated Area.

(6) In the event that McLeansboro should first elect not to annex the entire Designated Area made the subject of Wayne-White's 10C.(1) notice after McLeansboro's receipt of such notice but McLeansboro later completes the annexation of the entire Designated Area before or after the 150 day period, or in the event that McLeansboro should first elect to annex

the entire Designated Area in Wayne-White's 10C.(1) notice but completes the annexation of the entire Designated Area after the 150 day period, then:

(a) Wayne-White shall continue to have, after such annexation of the entire Designated Area, the exclusive right to serve all of its customers and all its points of delivery that were served by Wayne-White on or before the date of annexation, and all new customers at such points of delivery within the annexed entire Designated Area that were served by Wayne-White at any time on or before the date of annexation, and further Wayne-White shall have the exclusive right to serve any existing customers or new customers at new points of delivery taking service after the date of annexation within the entire annexed Designated Area for which such new or upgraded electric infrastructure or new or upgraded electric facilities were installed by Wayne-White to serve. However, within 35 days after annexation of the entire Designated Area, McLeansboro shall have the option to purchase all of Wayne-White's new or upgraded electric infrastructure and new or upgraded electric facilities within the Designated Area that were installed by Wayne-White to serve new customers at new points of delivery. In order to exercise the option, McLeansboro shall give written notice, ("McLeansboro's 10C.(6)(a) notice"), to Wayne-White that McLeansboro elects to purchase all of such new or upgraded electric infrastructure and new or upgraded electric facilities that Wayne-White has installed within the entire Designated Area, and within 35 days thereafter in reply to McLeansboro's 10C.(6)(a) notice, Wayne-White shall provide McLeansboro with a written notice stating the total of its stranded costs for all such infrastructure and facilities to be purchased by McLeansboro ("Wayne-White's Stranded Costs notice"). The term "stranded costs" as used herein shall mean the then replacement cost of such new or upgraded electric infrastructure and new or upgraded electric facilities to be purchased by McLeansboro, as installed by Wayne-White, less depreciation over the customary depreciation period then in use by Wayne-White. McLeansboro shall then have 35 days after receipt of Wayne-White's Stranded Costs notice to reimburse Wayne-White for all of its stranded costs for all of such new or upgraded electric infrastructure and new or upgraded electric facilities to be purchased by McLeansboro. Such reimbursement shall include any Wayne-White stranded costs for new or upgraded electric infrastructure and facilities installed by Wayne-White subsequent to the initial Wayne-White's 10C.(1) notice and before the reimbursement is paid. In the event McLeansboro reimburses Wayne-White for all such stranded costs, McLeansboro shall have the exclusive right to serve, after the date of annexation, all new customers taking delivery of electric service from new points of delivery created after McLeansboro's 10C.(6)(a) notice to Wayne-White within the annexed entire Designated Area for which such new or upgraded electric infrastructure and new or upgraded electric facilities were installed to serve; provided however, Wayne-White shall continue to have the exclusive right to serve all of its customers, its points of delivery and new customers at such points of delivery within the annexed entire Designated Area that were served by Wayne-White at any time before McLeansboro's 10C.(6)(a) notice to Wayne-White.

(b) In the event McLeansboro fails to reimburse Wayne-White for all such stranded costs for all such new or upgraded electric infrastructure and new or upgraded electric facilities within the timeframe set forth above, then Wayne-White shall have the exclusive right to provide all electric service within the annexed Designated Area.

11. ENFORCEMENT: In the event that any customer (the "choosing customer") after the Effective Date of this Agreement shall attempt to exercise or shall actually exercise any

choice of electric providers, as between McLeansboro and Wayne-White, for electric service after the Effective Date of this Agreement, and, in making such choice, the choosing customer chooses the party who is not authorized by the terms of this Agreement (the "chosen party") to provide electric service, then the chosen party agrees to give prompt notice to the other party of the choosing customer's action to attempt to exercise or actually exercise choice, and further the chosen party agrees not to provide such electric service to such choosing customer and agrees to refer the choosing customer to the other party for such requested electric service, and further agrees to cooperate with the other party in any action, whether at law or in equity, in which the other party becomes involved, whether as plaintiff or defendant, as may be necessary or required to ensure that the other party shall be the exclusive electric provider of such choosing customer in accordance with the terms of this Agreement.

12. **AUTHORIZATION:** The parties intend that the terms of this Agreement delineating territory to be served by Wayne-White and McLeansboro shall govern all disputes concerning the rights of the parties hereto to serve customers within the territory and/or areas covered by this Agreement and it is intended by the parties that this Agreement and the rights of Wayne-White and McLeansboro to serve electric customers with retail electric service in the territory covered by this Agreement shall supersede any claim of right by either party during the Term of this Agreement.

13. **TERM:** The Term of this Agreement shall be 25 years ("Term") from the Effective Date of this Agreement as defined below and shall also include all subsequent renewals of this Agreement as provided in this paragraph. This Agreement shall automatically renew on a year-to-year basis under the same terms and conditions as set forth herein unless either party serves written notice of termination on the other party not earlier than 12 months and not later than 6 months prior to the end of the initial Term or any renewal term.

14. **COMBINING PREMISES:** If, at any time during the Term of this Agreement, McLeansboro and Wayne-White each provide electric service to customers at separate premises as the geographic boundaries of such premises exist on the Effective Date of this Agreement and such boundaries change or are otherwise altered after the Effective Date of this Agreement by reason of a change in the ownership of the premises or by reason of separate contiguous premises being combined under common ownership, then each of McLeansboro and Wayne-White shall, unless otherwise provided by this Agreement, continue to provide all electric service to the separate premises and/or combined premises and any structures thereon as they each would have provided electric service to such premise or premises prior to the boundary and/or ownership change and/or combining of the separate premises.

15. **SPLIT SERVICE:** In the event electric service is required for a single common structure located on adjacent premises, one served by McLeansboro and one served by Wayne-White, hereinafter referred to as a split service, the electric service to the improvements on such split service, where such improvements and/or structures are not located completely on a single premises, shall be provided by the party, either Wayne-White or McLeansboro, on whose side of the premises and/or territory boundary the majority of the electric load for the structure or improvement is located.

16. **ATTORNEY FEES, COSTS AND EXPENSES:** If either party brings any proceeding, claim, action, or lawsuit against the other with respect to this Agreement, the prevailing party shall be entitled to recover all its reasonable attorney fees, costs, and expenses, including expert opinion witness fees.

17. **APPROVAL BY ILLINOIS COMMERCE COMMISSION:** This Agreement is subject to approval by the Illinois Commerce Commission and the parties shall jointly submit this Agreement to the Illinois Commerce Commission for its approval. This Agreement shall become effective on the date the order by the Illinois Commerce Commission granting approval of this Agreement becomes final with no further right to appeal ("Effective Date") provided that the order is entered on or before October 1, 2014, or such other date as extended by the Agreement of the parties.

18. **Notices or Demands:** A notice or demand under this Agreement by a party shall be in writing and shall be sufficiently served on another party and deemed effective: (1) on the date of delivery by personal delivery; or (2) on the date of the delivery by registered or certified U.S. mail, return receipt requested, with postage prepaid, in an envelope addressed as follows:

If to WAYNE-WHITE:

WAYNE-WHITE COUNTIES ELECTRIC COOPERATIVE
C/o Daryl Donjon, President/CEO or his successor
1501 West Main Street
P. O. Drawer E
Fairfield, Illinois 62837

and courtesy copies to:

Grosboll Becker Tice Tippey & Barr
Attorneys at law
Attn: Jerry Tice
101 East Douglas Street
Petersburg, Illinois 62675

and to:

Fyie & Hawkins
Attorneys at law
Attn: Jay H. Fyie
115 NE 3rd Street
P O Box 279
Fairfield, Illinois 62387

If to MCLEANSBORO:

City of McLeansboro, Illinois
Mayor Richard Dietz, or his successor
100 West Broadway Boulevard
McLeansboro, Illinois 62859

and a courtesy copy to:

Lowenstein, Hagen, and Smith, P.C.
Attorneys at law
Attn: Gary L. Smith
1204 S. 4th St.
Springfield, IL 62703

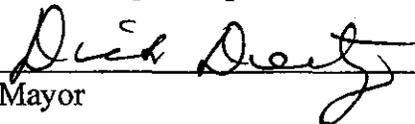
A party may designate in writing a change of its address to another party by the same method of notice. Failure to deliver or mail a courtesy copy of any notice or demand to any attorney or an attorney's office shall not affect the effective date thereof.

19. COUNTERPARTS: Multiple counterparts of this Agreement and all of its Exhibits may be signed by the parties, each of which shall be an original, but all of which together shall constitute one and the same integrated agreement. Such counterparts may be also executed by electronic signature or facsimile signature and shall be binding.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed and its corporate seal to be affixed by its duly authorized officers, all as of this day and year first above written.

CITY OF MCLEANSBORO, ILLINOIS,
an Illinois Municipal Corporation

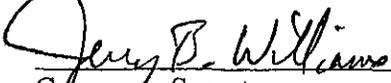
By 
Mayor

ATTEST:

City Clerk

WAYNE-WHITE COUNTIES ELECTRIC
COOPERATIVE

By: 
Daryl Donjon, President/CEO

ATTEST:

Corporate Secretary

LIST OF EXHIBITS

EXHIBIT A-A (MAP)

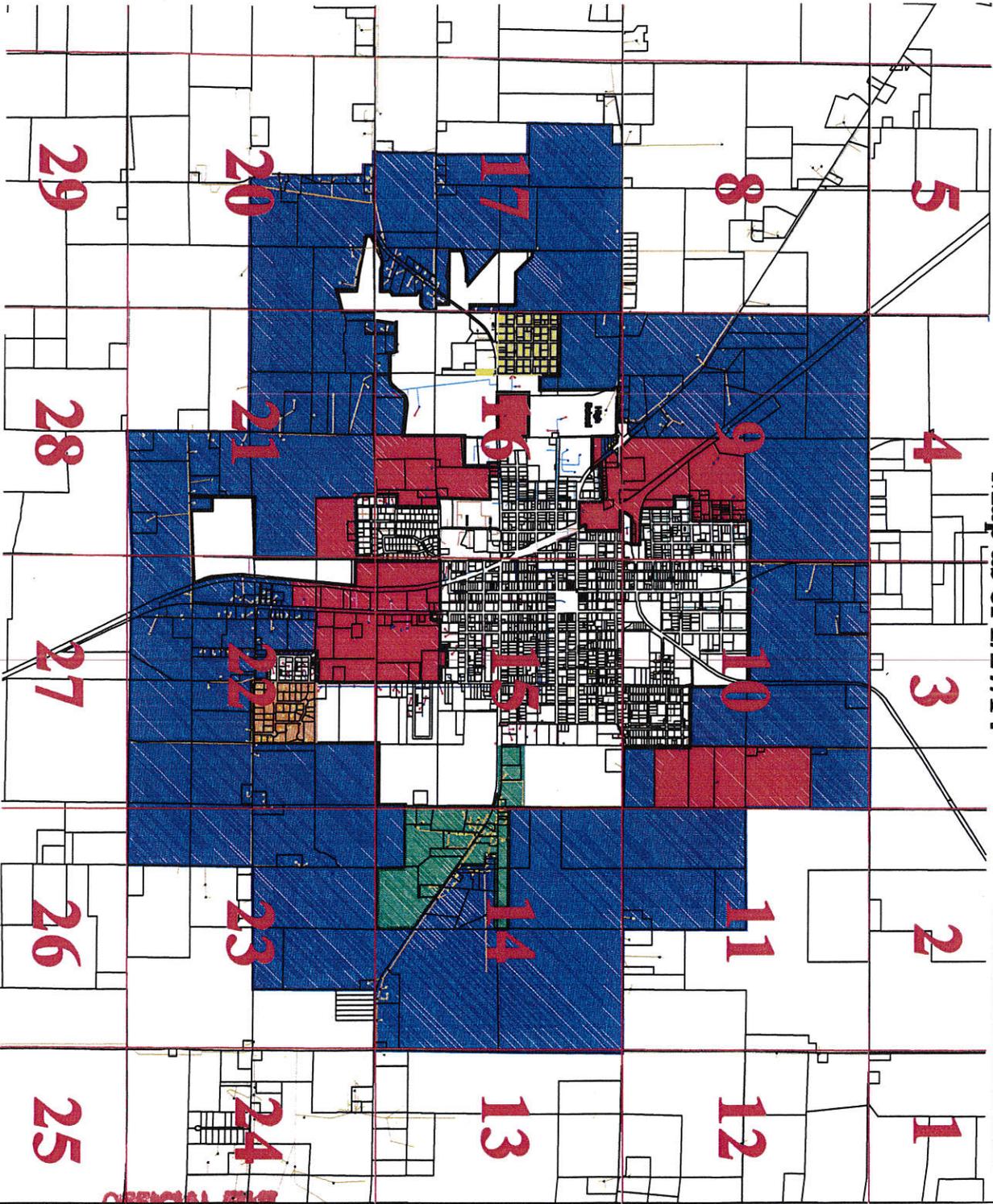
EXHIBIT A-B – (Customers at premises presently being served by Wayne-White within the present corporate limits of McLeansboro but not within Diamond City, Hamco Heights, or the Shopping Center area and to be served by Wayne White).

EXHIBIT A-C - (Customers at premises within Diamond City area or adjacent thereto presently being served by Wayne-White within the present corporate limits of McLeansboro and to be served by McLeansboro).

Exhibit 6

Map as of 1/27/14

Road dots in the red shaded area are customers of the City of Madisonboro in the red shaded area



OFFICIAL FILE

ILL. C. C. DOCKET NO. 14-0366

Wayne White Exhibit No. 6-A

Witness Daryl A. Donjon

Date 6-23-14 Reporter A.C.T.

Wayne White Exhibit 6A

EXHIBIT A-B

Listed as of March 12, 2014:

Acct	Name	Address	City	State	Zip	Map Location
2413100	NALLEY GARY	RR 2 BOX 478	MCLEANSBORO	IL	62859	17-737-22-087
1693501	WELCH MISTY K	900 E BROADWAY	MCLEANSBORO	IL	62859	17-073-15-003
372112	WINCHESTER CHERYL A	PO BOX 57	MCLEANSBORO	IL	62859	17-732-16-053
2029403	HALES SHARRON	1208 W RANDOLPH ST	MCLEANSBORO	IL	62859	17-732-16-065
2432300	FORTRESS MANAGEMENT LLC	PO BOX 189	MCLEANSBORO	IL	62859	17-732-16-067
390404	SUN TRANSFORMER CORP	1201 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-057
1554501	TOWN & COUNTRY CLINIC	1209 W RANDOLPH ST	MCLEANSBORO	IL	62859	17-732-16-071
2203603	RUBENACKER FARMS	1197 W RANDOLPH ST	MCLEANSBORO	IL	62859	17-732-16-069

NOTE: The above Addresses identify the premises served by Wayne-White within the corporate limits of McLeansboro as of the date of this Exhibit. The above Names are customers of Wayne-White receiving electric service at such premises as of the date of this Exhibit, and such customers may change from time to time thereafter.

EXHIBIT A-C

Listed as of March 12, 2014:

Acct	Name	Address	City	State	Zip	Map Location
368803	BECKWITH DAVID	411 WEST ST	MCLEANSBORO	IL	62859	17-732-16-001
369104	SIEDLER NATHAN	406 BENTON ST	MCLEANSBORO	IL	62859	17-732-16-004
369302	GUNTER FREDDIE	410 FELICIA AVE	MCLEANSBORO	IL	62859	17-732-16-007
369503	INGRAM LINDA	411 FELICIA	MCLEANSBORO	IL	62859	17-732-16-010
369601	SIEDLER NATHAN	406 BENTON ST	MCLEANSBORO	IL	62859	17-732-16-012
369803	GLENN FELICIA	RR 3 BOX 318	MCLEANSBORO	IL	62859	17-732-16-015
369916	SANDERS HARRY	400 WILSON	MCLEANSBORO	IL	62859	17-732-16-016
370009	GUZMAN ENRIQUE	RR 1 BOX 37	MCLEANSBORO	IL	62859	17-732-16-017
370106	NORMAN CHARLES	310 REA STREET	MCLEANSBORO	IL	62859	17-732-16-018
370408	CALLAHAN TROY	310 MCCOY AVE	MCLEANSBORO	IL	62859	17-732-16-023
370501	BROWNING DANIEL J	310 EAST ST	MCLEANSBORO	IL	62859	17-732-16-025
370602	YOHE BENNIE	301 WEST ST	MCLEANSBORO	IL	62859	17-732-16-027
370816	SANDERS HARRY	400 WILSON	MCLEANSBORO	IL	62859	17-732-16-029
371010	DEDRICK TERRY E	300 WILSON	MCLEANSBORO	IL	62859	17-732-16-033
371202	CANTRELL SUSIE	RR 5 BOX 169	MCLEANSBORO	IL	62859	17-732-16-035
371509	ATKINSON FREDDY D	201 WILSON	MCLEANSBORO	IL	62859	17-732-16-039
371912	BIGGERSTAFF ROSETTA	1198 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-047
390105	SHASTEEN CECIL	304 WILSON ST	MCLEANSBORO	IL	62859	17-732-16-031
390205	BIGGERSTAFF ROSETTA	1198 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-046
1172700	WALKER CLAUD M	RR 1 BOX 295	MCLEANSBORO	IL	62859	17-732-16-049
1173202	WEBB COY	903 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-070
1211403	VOLSCH KEVIN	103 BROWN ST	MCLEANSBORO	IL	62859	17-732-16-011
1407100	GUNTER FREDDIE	410 FELICIA AVE	MCLEANSBORO	IL	62859	17-732-16-073
1529900	JOHNSON PAUL G	402 FELICIA	MCLEANSBORO	IL	62859	17-732-16-020
1574303	HART ROBERT A	9 EASTWOOD DR	MCLEANSBORO	IL	62859	17-732-16-002
1601901	SUN TRANSFORMER CORP	1201 W RANDOLPH ST	MCLEANSBORO	IL	62859	17-732-16-072
1613902	MORRIS CHAD A	203 REA AVE	MCLEANSBORO	IL	62859	17-732-16-042
1630903	KELLY ANDREW	500 E OLIVE ST	MCLEANSBORO	IL	62859	17-732-16-040
1693900	BROWN ELLA M	410 MCCOY ST	MCLEANSBORO	IL	62859	17-732-16-006
1697701	INGRAM LINDA	411 FELICIA	MCLEANSBORO	IL	62859	17-732-16-009
1756100	GUNTER FREDDIE	410 FELICIA AVE	MCLEANSBORO	IL	62859	17-732-16-021
1765501	4-R CORPORATION	900 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-075
1781301	GUNTER MATTHEW J	110 WILSON ST	MCLEANSBORO	IL	62859	17-732-16-036
1821100	SANDUSKY FAYE	404 FELICIA	MCLEANSBORO	IL	62859	17-732-16-062
1897601	LANKFORD KENNETH	410 REA ST	MCLEANSBORO	IL	62859	17-732-16-064
1899100	WALKER MARK	405 FELICIA	MCLEANSBORO	IL	62859	17-732-16-014
1931509	GLENN BARBARA	307 REA AVE	MCLEANSBORO	IL	62859	17-732-16-076

APPENDIX

14-0366

2035400	JOHNSON	BRIAN	311 MCCOY	MCLEANSBORO	IL	62859	17-732-16-024
2128000	VIERS	DAVID	406 MCCOY	MCLEANSBORO	IL	62859	17-732-16-077
2135800	VOLSCH	KEVIN	103 BROWN ST	MCLEANSBORO	IL	62859	17-732-16-008
2221500	STOVER	DAVID W	412 REA AVE	MCLEANSBORO	IL	62859	17-732-16-078
2294005	SKELTON	DARRELL	PO BOX 82	MCLEANSBORO	IL	62859	17-732-16-019
2304800	LANKFORD	KENNETH	410 REA ST	MCLEANSBORO	IL	62859	17-732-16-066
2316500	MCGILL	FENCE	1194 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-079
2327203	FOLEY	ASHLEE	400 REA AVE	MCLEANSBORO	IL	62859	17-732-16-013
2397501	DONELSON	DONALD L	302 SOUTH ST	MCLEANSBORO	IL	62859	17-732-16-043
2412701	BIGGERSTAFF	TIMOTHY	1196 W RANDOLPH	MCLEANSBORO	IL	62859	17-732-16-026
2414003	GRIFFIN	JAMI	305 REA AVE	MCLEANSBORO	IL	62859	17-732-16-022
2429200	CALLAHAN	TROY	310 MCCOY AVE	MCLEANSBORO	IL	62859	17-732-16-038
2449200	WEBB	CECIL D	409 REA AVE	MCLEANSBORO	IL	62859	17-732-16-068
2468400	DONELSON	KRYSTAL M	PO BOX 424	MCLEANSBORO	IL	62859	17-732-16-041
2534600	MILLER	ROBERT R	600 S JACKSON ST	MCLEANSBORO	IL	62859	17-732-16-044

NOTE: The above Addresses identify the premises served by Wayne-White within the Diamond City Area or at certain premises adjacent thereto as of the date of this Exhibit. The above Names are customers of Wayne-White receiving electric service at such premises as of the date of this Exhibit and such customers at such premises may change from time to time thereafter.