

TERRITORIAL AGREEMENT

between

**UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI**

and

CO-MO ELECTRIC COOPERATIVE, INC.

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 27th day of May, 2022, by and between UNION ELECTRIC COMPANY d/b/a/ Ameren Missouri ("Company") and CO-MO ELECTRIC COOPERATIVE, INC. ("Cooperative"). Company and Cooperative are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including in portions of Cooper, Cole, and Moniteau Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including in portions of Cooper, Cole, and Moniteau Counties;
- C. The Missouri Legislature, by Section 394.312 RSMo. (2016), has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Company and Cooperative desire to promote the orderly development of the retail electric service within certain areas of the above-listed counties, and to minimize disputes which may result in higher costs in serving the public;
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer service equipment and offer improved level of service to their Customers; and
- F. Company and Cooperative believe that this Agreement is beneficial to the public interest.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

1.1 **Agreement** shall mean this document including any appendices or exhibits hereto.

1.2 **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that 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.

1.3 **Effective Date** of this Agreement shall be effective date of an order issued by the Missouri Public Service Commission (“Commission”) pursuant to Section 394.312 approving this Agreement.

1.4 **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.

1.5 **Existing Structure** shall mean any structure that receives electric energy from either: Party, prior to or on, the Effective Date of this Agreement. This term shall also mean (i) any replacement of an Existing Structure (“Replacement Structure”), provided that said Replacement Structure is (a) located completely within the boundary of the property on which the Existing Structure is located, (b) used for the same purpose as the Existing Structure it is replacing, and (c) the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure;

(ii) any maintenance, repair, remodeling, or partial replacement of an existing

- structure; and
- (iii) Any contiguous expansion of an Existing Structure.
- 1.6 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body and industry-recognized guidelines and professional standards.
- 1.7 **New Outbuilding** shall mean, if the Existing Structure's purpose is residential, that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.
- 1.8 **New Structure** shall mean (i) any Structure that did not receive electric energy from either Party, prior to or on, the Effective Date of this Agreement and (ii) the replacement of an Existing Structure with a Structure that does not satisfy the definition of Existing Structure set forth herein.
- 1.9 **Structure** shall mean an agricultural, residential, commercial, industrial, or other building or a mechanical installation, machinery or apparatus, but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

- 2.1 Pursuant to Section 394.312, this Agreement designates the boundaries of a portion of electric service area of Company and Cooperative in portions of Cooper, Cole, and Moniteau Counties and only for purposes of this Agreement. The Company

agrees not to serve New Structures in the areas described in Article 3, hereinafter referred to as the “Exclusive Service Areas of the Cooperative.” Likewise, Cooperative agrees not to serve New Structures in the areas described in Article 4, hereinafter referred to as the “Exclusive Service Areas of the Company.” The parties recognize and agree that this Agreement shall not apply to any service area not designated as an exclusive service area in Article 3 or 4.

- 2.2 Except as provided expressly herein, after the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective exclusive service area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customers' requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly or indirectly, including through a parent, affiliate, or subsidiary of Company or Cooperative, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.
- 2.3 Both parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.4 During the time period between the execution of this Agreement and the Effective Date of this Agreement, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, (1) unless ordered to do so by the Commission or a court of competent jurisdiction, (2) unless it is a necessary part of the provision of service to its customers in other areas; provided, however, that any such construction is within a previously established easement obtained for the purpose of providing service in other areas, or (3) to fulfill the request of Public Water Service District No. 1 for service by Company at 16568 Highway 87, Boonville, Missouri.

- 2.5 The parties recognize and agree that this Agreement places limits on the parties' abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement, (e.g., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either party to furnish electric energy to Existing Structures located in the exclusive service area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose exclusive service area the Structures are located. Further, in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement with the intention of maintaining the benefits of their previous bargain to the extent practicable. The parties further agree to cooperate in obtaining the Commission's approval of any such modified agreement, if necessary, by making a joint application requesting such Commission approval and any other required filings related thereto.
- 2.6 In the event that a New Structure is located on the territorial boundary between the Cooperative's and the Company's service territory as described in this Agreement and supporting exhibits, the New Structure shall be served by the party whose territory includes the point at which the electrical service enters the New Structure.
- 2.7 A party may provide electric service to a New Outbuilding located in the exclusive service area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's Customer's Structure is located, and the New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a Customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. The New Outbuildings for these customers shall be served by the designated exclusive

service provider, unless the Customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 7.

- 2.8 When the parties cannot agree on the boundaries of the service area as described within this Agreement, they may, by mutual consent of all parties involved, petition the Commission to determine the boundaries and such determination shall be binding on all parties.
- 2.9 This Agreement does not purport to affect the rights of any Electric Power Provider.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

This agreement concerns only the properties identified herein by the Cooperative and the Company. For the purposes of this Agreement, the Exclusive Service Area of Cooperative, as between the parties under this Agreement, shall be the area in Cooper County, Missouri depicted on Exhibit A attached hereto and incorporated herein. The Parties agree to prepare an addendum to Exhibit A and to file the same with the Commission containing a metes and bounds description of said area which, upon its filing with the Commission, shall become a part hereof as if fully set forth herein. The description will be prepared by a licensed surveyor mutually agreeable to Company and Cooperative, with each party to pay one-half of the cost of the surveyor's fees.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COMPANY

This agreement concerns only the properties identified herein by the Cooperative and the Company. For the purposes of this Agreement, the Exclusive Service Area of Company, as between the parties under this Agreement, shall be the areas in Cooper, Cole, and Moniteau Counties, Missouri depicted on Exhibit B attached hereto and incorporated herein. The Parties agree to prepare an addendum to Exhibit A and to file the same with the Commission containing a metes and bounds description of said areas

which, upon its filing with the Commission, shall become a part hereof as if fully set forth herein. The description will be prepared by a licensed surveyor mutually agreeable to Company and Cooperative, with each party to pay one-half of the cost of the surveyor's fees.

ARTICLE 5.

RIGHT TO CONSTRUCT FACILITIES

This Agreement shall in no way impair or affect either party's right to construct such electric generation, distribution and transmission facilities within the designated exclusive 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 Laws and Regulations.

ARTICLE 6.

LOCATION OF A STRUCTURE

The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.

ARTICLE 7.

EXCEPTION PROCEDURE

7.1 The parties may from time to time agree to allow a New Structure or Existing Structure to receive service from one party even though the Structure is located in the exclusive service territory of another party. Any such agreement shall be made in the form of a mutually agreeable addendum hereto ("Addendum") and conform to all applicable legal and regulatory requirements, including but not limited to Section 394.312. The parties may agree to exceptions on a case-by-case basis or as part of a combined agreement and shall make best efforts to advise Commission staff ("Staff") of any Addendum prior to filing with the Commission, to the extent such a filing is required. Upon filing of any addendum for approval with the Commission, the parties shall file a service copy with the Staff and the Office of the Public Counsel.

- 7.2 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.315, 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.
- 7.3 Each Addendum shall consist of a statement identifying the Structure or Structures implicated, the party to serve the Structure or Structures, the justification for the Addendum, and indicating that the parties support the Addendum. If the Staff, Office of the Public Counsel or other intervenor party does 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 the Office of the Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

ARTICLE 8.

TERM AND CONDITIONS OF PERFORMANCE

- 8.1 **Term of Agreement.** The term of this Agreement shall be perpetual, unless terminated by the Parties in accordance with Article 9, Termination.
- 8.2 **Conditions of Performance.** Performance of the Parties is contingent upon all of the following having occurred, 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 both Company's and Cooperative's Board of Directors; and
 - B. approval of this Territorial Agreement by the Commission, which shall, at a minimum, consist of an order (i) approving this Agreement and (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by this Agreement.

- 8.3 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a Joint Application showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking of administrative approval of this Agreement. All other costs will be borne by the respective Party incurring the costs.

ARTICLE 9.

TERMINATION

- 9.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.
- 9.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice, signed by both Company and Cooperative, of their decision to terminate this Agreement.
- 9.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein, each Party shall pay the costs and expenses incurred by it in connection with this Agreement, and no Party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other Party for any costs, expenses, or damages; except as provided herein, neither Party shall have any liability or further obligation to the other Party to this Agreement.

ARTICLE 10.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under this Agreement, shall be sufficient in all respect if given, in writing, and delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving Party at the following address:

If to Cooperative:

CO-MO ELECTRIC COOPERATIVE, INC.
Attention: Aaron Bradshaw
CEO and General Manager
29868 Highway 5, P.O. Box 220
Tipton, MO 65081
Phone: 660-433-6164

If to Company:

UNION ELECTRIC COMPANY
Attention: Ralph ("Chip") Webb
Director, Central Missouri Division
1310 Industrial Dr.
Jefferson City, MO 65102
Phone: 574-681-7100

or to such other address as such Party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 11.

MISCELLANEOUS

- 11.1 **Assignment.** This Agreement shall be binding on the Parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative. Neither Party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, and approval of the Commission. Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a Party, said Party may assign this Agreement to the corporate entity responsible for providing distribution-level electric service in the area covered by this Agreement and the consent of the other Party shall be deemed to be given. The consenting Party or Party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.
- 11.2 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri, without giving effect to its principles reflecting conflicts of laws.

- 11.3 **Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose, unless specifically set forth, in writing, and signed by both Parties and approved by the Commission.
- 11.4 **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 11.5 **Impact of Commission or Court Orders.** If the Commission 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.
- 11.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 11.7 **No Waiver.** If a Party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a Party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement, or the same obligation on any other occasion.
- 11.8 **Further Assurances.** The Parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 11.9 **Company's Service Territory Outside This Agreement.** 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. The principles of law, rules and regulations applicable to the

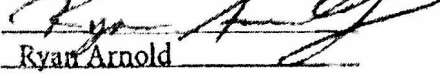
- business of retail sales of electricity shall apply without regard to this Agreement.
- 11.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 11.11 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the Parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such Party, shall be borne solely and entirely by the Party which has incurred same.
- 11.12 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either Party's right to offer other products and services, including, but not limited to, gas service and internet service, to customers located in the Exclusive Service Area of the other Party. Neither shall this Agreement limit in any way a Party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other, as that Party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.
- 11.13 **Entire Agreement.** This contract constitutes the entire agreement between the Parties relating to the allocation of service rights in the territory described herein. If the Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

The Parties have entered into this Agreement as evidenced below by the signature of their

duly authorized representatives as of the date set forth on the first page hereof.

UNION ELECTRIC COMPANY


d/b/a Ameren Missouri

By 

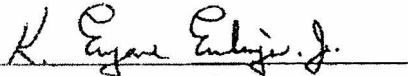
Name Ryan Arnold

Title Vice President, Division Operations

Attest:

By: 
Secretary

**CO-MO ELECTRIC
COOPERATIVE, INC.**

By 

Name K. Eugene Eulinger, Jr.

Title President

Attest:

By: 
Secretary

Exhibit A

**Exclusive Service Territory of
Co-Mo Electric Cooperative, Inc.
(Areas Shown in Blue)**

Detailed Boonville Territorial Map:

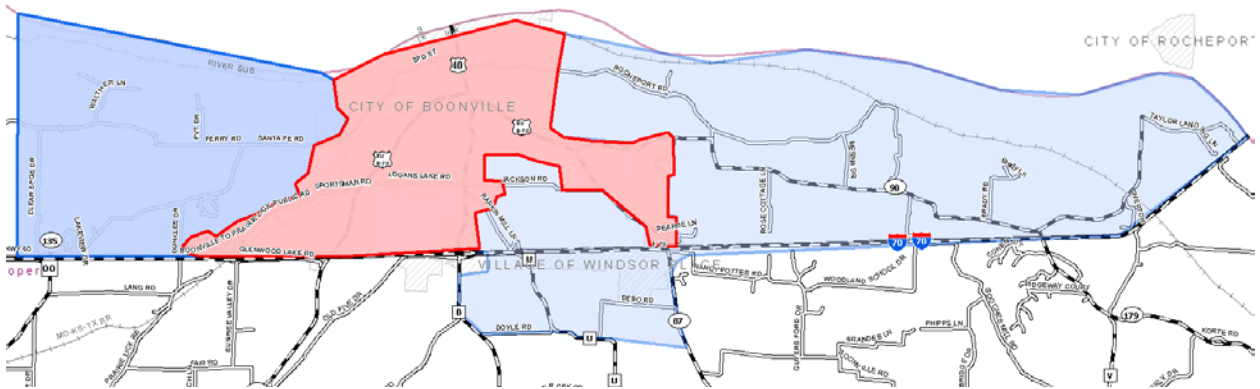
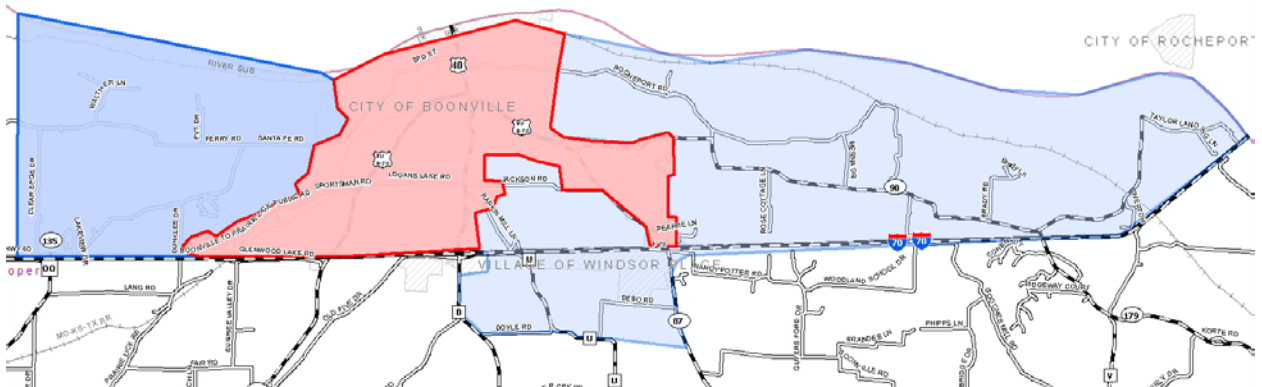


Exhibit B

Exclusive Service Territory of Union Electric Company (Area Shown in Red Near Boonville and Areas Outlined in Red in Aerial Photos for Property West of Centertown and Property Southwest of California High School)

Detailed Boonville Territorial Map:



Moniteau/Cole County – Property West of Centertown:



Moniteau County – Property Southwest of California High School:

