

ADDENDUM NO. 3  
TO THE  
TERRITORIAL AGREEMENT

Between

EVERGY MISSOURI WEST, INC. f/k/a  
AQUILA, INC.,

And

OSAGE VALLEY ELECTRIC COOPERATIVE, INC.

### ADDENDUM NO. 3 TO THE TERRITORIAL AGREEMENT

This Addendum No. 3 to the Territorial Agreement ("Addendum") is made and entered into as of the 31st day of March, 2021, by and between EVERGY MISSOURI WEST, INC., f/k/a Aquila, Inc. (hereinafter "Company") and OSAGE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

WITNESSETH:

WHEREAS, Company and Cooperative are authorized by law to provide electric service within certain areas of Missouri, including portions of Cass County; and

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

WHEREAS, Company and Cooperative entered into a Territorial Agreement dated June 1, 2004, involving the provision of retail electric service to customers within certain tracts and subdivisions in the City of Peculiar, Cass County, Missouri (hereinafter, the "Territorial Agreement"); and

WHEREAS, the provisions of the Territorial Agreement authorize Company and Cooperative to subsequently agree in writing to amendments to the agreement subject to the approval of the Missouri Public Service Commission ("Commission"); and

WHEREAS, the provisions of this Territorial Agreement, as modified by previous Addendum No. 1 and Addendum No. 2 have been approved by the Missouri Public Service Commission; and

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

WHEREAS, this Addendum does not require any customer of either Company or Cooperative to change its supplier;

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

1. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms shall have the same meaning as ascribed to them in Article I of the Territorial Agreement.
2. **Effective Date** - Effective date of this Addendum shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. approving this Addendum.
3. **Structures to Be Served-** The only New Structures to be served under this Addendum are self-storage facilities and structures related to the self-storage facilities to be constructed or erected within and upon the property described as "Parcel" in Exhibit A attached hereto. The Parcel is partially located within the Company's service territory.
4. **Party to Serve Structures-** From and after the Effective Date, Cooperative shall serve the Parcel and self-storage and related structures constructed or erected within and upon said Parcel and property shall be added to Cooperative's Exclusive Service Area by Third Amended Exhibit A to this Addendum superseding and replacing the current Exhibit A to the Territorial Agreement listing the Exclusive Service Area of Cooperative. The Addendum will have no effect whatsoever upon electric service by Company or Cooperative to any Structure other than those constructed or erected within and upon the Parcel.
5. **Justification for Addendum-** This Addendum will promote efficiencies in

providing services to the City of Peculiar as it requires no duplication of electric service facilities as the Cooperative presently has facilities located on the property from which it could provide electric service, and the Company does not have facilities located in the immediate vicinity of the property from which it could provide electric service. This Addendum and addition of the property to the exclusive service area of Cooperative will bring efficiencies and savings to the City of Peculiar. Both parties agree that the Addendum is in the public interest.

**6. Condition Precedent - Regulatory Approvals –**

- 6.1** This Addendum is conditioned upon receipt of approval by the Commission with no changes, or those changes which have been expressly agreed to by Company and Cooperative. Either party reserves the right to file an application for rehearing or other pleading with the Commission prior to the effective date of a Commission order approving this Addendum if the party objects to the form or content of the Commission's order approving the Addendum. If neither party files such an application for rehearing or other pleading prior to the effective date of the Commission order approving the Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.
- 6.2** Company and Cooperative agree that they shall submit this Addendum to the Commission for its approval and shall submit therewith the verified statements and justification as required by the terms of the Territorial Agreement.
- 6.3** Company and Cooperative agree that Cooperative is authorized to commence providing electrical service to the property at any time on a temporary basis, pending approval by the Commission of this Addendum, in accordance with the terms of the Territorial Agreement. Nothing in this provision shall be deemed to limit Company's ability to provide electrical service to the property

on a permanent basis in the event the Commission disapproves or fails to approve the Addendum.

7. **Term** - The term of this Addendum shall be the same as that of the Territorial Agreement to which this Addendum relates. Nothing contained herein shall be construed to terminate this Addendum prior to expiration or termination of the Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Territorial Agreement.
8. **Cooperation** - Company and Cooperative agree to undertake all actions reasonably necessary to implement this Addendum. Company and Cooperative will cooperate in presenting a joint application to the Commission demonstrating that this Addendum is in the public interest. Cooperative shall pay any costs assessed by the Commission for seeking administrative approval of this Addendum. All other costs, including but not limited to the attorney's fees of each party, will be borne by the respective party incurring the costs.
9. **Modifications** - Neither the provisions regarding service to the Structures described in the Addendum nor any provision of this Addendum shall be modified or repealed except by a signed writing of the parties which is approved by applicable regulatory authorities.
10. **Survival** - This Addendum shall inure to the benefit and be binding upon the parties, their respective successors and assigns.
11. **Lack of Approval or Termination** - If the Commission or any other regulatory authority having jurisdiction does not approve this Addendum, or if the Condition Precedent is not fulfilled, this Addendum shall be nullified and of no legal effect between the parties, except as to providing authority for any temporary provision of electrical service undertaken by Cooperative during the period in which Commission

approval was pending. If this Addendum is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Addendum is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.

12. **Termination** - This Addendum may be terminated by either party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

EVERGY MISSOURI WEST, INC.

By: James A. Kiley  
Title: As Director Operations

OSAGE VALLEY ELECTRIC  
COOPERATIVE, INC.

By: [Signature]  
Title: CEO / General Manager  
Attest: Carla Cye

(seal)

**THIRD AMENDED EXHIBIT A**  
**EXCLUSIVE SERVICE AREAS OF COOPERATIVE**

**Parcel:**

The Southeast Quarter of the Northwest Quarter of Section 23, Township 45 North, Range 32 West, except therefrom that part lying South and West of U.S. 71 Highway Outer Road, and except that part conveyed to the City of Peculiar by the Warranty Deed dated August 5, 2002 and recorded in Book 2149, Page 17, in the Recorder of Deeds records of Cass County; and except the South 60 feet thereof used for roadway;

and

The West 10 acres of the Northwest Quarter of the Northeast Quarter of said Section 23, Township 45 North, Range 32 West;

and

The Northeast Quarter of the Northwest Quarter of Section 23, Township 45 North, Range 32 West; except from the above tracts those portions heretofore conveyed to Abigail J. Ferrari by the Warranty Deeds recorded in Book 1852, Page 93, and in Book 2102, Page 121, in said Recorder's Office and further except any part platted as PECULIAR HIGHLANDS of record in Plat Book 16, Page 32 in said Recorder's Office.

CC Land & Cattle LLC  
Steve Cowger  
PO Box 348  
Butler MO 64730

Section 23, Township 45N , Range 32W  
Brief legal description: BG2500E0FNWCRNWE550S1320W330S1220W250NALG71HWY1005NE59ETC  
NE Outer Road, Peculiar MO 64078  
Full parcel is 55.4 acres







- OVEC Electric Lines
- ☆ Nearest Energy Line (1.5 miles)