

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of The)
Empire District Electric Company d/b/a)
Liberty and Ozark Electric Cooperative for)
Approval of a Written Territorial Agreement)
Designating Boundaries of Exclusive)
Service Areas for Each in Christian County)

File No. EO-2025-0253

ORDER DIRECTING NOTICE, SETTING INTERVENTION DEADLINE, AND DIRECTING STAFF RECOMMENDATION

Issue Date: March 21, 2025

Effective Date: March 21, 2025

On March 20, 2025, The Empire District Electric Company d/b/a Liberty and Ozark Electric Cooperative, (collectively, "Joint Applicants"), jointly filed an application seeking Commission approval of Addendum No. 1 to Third Territorial Agreement. Section 394.312.4, RSMo (2016) generally requires that the Commission act on the application no later than 120 days after the application was filed, which will be July 18, 2025. The territory concerned is an exclusive electric service area wholly located within Christian County, Missouri. Joint Applicants also requested a waiver of the Commission's 60-day notice of case filing rule.

The Commission will give notice of this application to other electric service providers, if any, and to the County Commission of Christian County, Missouri. The Staff of the Commission (Staff) will be directed to file a recommendation regarding the application to amend the territorial agreement.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall mail a copy of this notice and the Joint Application to other electric service providers in Christian County, if any, and to the County Commission of Christian County.
2. Any entity wishing to intervene in this matter shall file an application to do so no later than April 11, 2025.
3. No later than April 18, 2025, Staff shall file its recommendation in this matter, or a status report.
4. This order shall be effective when issued.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Riley G. Fewell, Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo (2016).

Dated at Jefferson City, Missouri,
on this 21st day of March, 2025.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of The Empire)
District Electric Company d/b/a Liberty and)
Ozark Electric Cooperative for Approval of a) Case No. EA-2025-_____
Written Territorial Agreement Designating the)
Boundaries of Exclusive Service Areas for Each)
in Christian County.)

JOINT APPLICATION
REGARDING ADDENDUM TO THIRD TERRITORIAL AGREEMENT

COME NOW The Empire District Electric Company d/b/a Liberty (“Liberty”) and the Ozark Electric Cooperative (“Ozark”), hereinafter referred to collectively as “Applicants,” by and through their respective counsel, and for their Joint Application to the Missouri Public Service Commission (the “Commission”), pursuant to 20 CSR 4240-2.060, 20 CSR 4240-3.130, and Sections 393.106 and 394.312, RSMo., seek an order approving Applicants’ Addendum to Third Territorial Agreement. To facilitate an expedient implementation of Addendum No. 1, Joint Applicants also request a Waiver of the 60-day notice requirement of Commission Rule 20 CSR 4240-4.017 and expedited treatment of this Joint Application so that the customers subject to this Joint Application can receive permanent service in a timely manner. In support of their position, the Applicants state as follows:

Applicants

1. Liberty is a Kansas corporation with its principal office and place of business at 602 Joplin Street, Joplin, Missouri, 64801. Liberty is engaged in the business of providing electrical services in Missouri to customers in its service areas. Liberty is an “electrical corporation” and a “public utility,” all as defined in Section 386.020, RSMo., and Liberty is subject to the jurisdiction and supervision of the Commission as provided by law.

2. Liberty has no pending or final unsatisfied judgements or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within the

three years immediately preceding the filing of this Application. Liberty has no overdue Commission annual reports or assessment fees. Liberty's documents of incorporation have been previously filed with the Commission in Case No. EF-94-39 and said documents are incorporated herein by reference in accordance with 20 CSR 4240.2.060(1)(G). A Certificate of Authority from the Missouri Secretary of State to the effect that Liberty, a foreign corporation, is duly authorized to do business in the State of Missouri was filed with the Commission in Case No. EM-2000-369 and is incorporated herein by reference.

3. Ozark is a rural electric cooperative organized and existing under the laws of Missouri and has its principal office at 10943 N. Highway 39, Mount Vernon, Missouri. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within certain Missouri Counties. Ozark has no pending or final judgments or decisions against it from any state or federal agency or court which involve its customer service or rates within the three years immediately preceding the filing of this Joint Application. A copy of a Certificate of Good Standing from the Office of the Missouri Secretary of State for Ozark is attached hereto as **Appendix A.**

4. Correspondence, communications, orders, and decisions in regard to this Application should be directed to the undersigned counsel.

Third Territorial Agreement

5. Applicants previously entered into a Third Territorial Agreement, which was approved by the Commission in Case No. EO-2019-0381. A copy of that Third Territorial Agreement is attached hereto as **Appendix B.**

Addendum No. 1 to Third Territorial Agreement

6. **The Service Areas.** Subject to the terms and conditions of Addendum Number 1 to the Third Territorial Agreement between Liberty and Ozark ("Addendum"), Applicants have

specifically designated the boundaries of exclusive electric service areas in north Ozark, Christian County, Missouri, which are particularly described in the Addendum. A copy of the Addendum is attached to this Application as **Appendix C**. A description of the exclusive service areas and maps depicting the service areas under the Addendum are a part of and are incorporated by reference into this Joint Application and made part hereof for all purposes.

7. The Addendum to Third Territorial Agreement establishes exclusive service territory for Ozark and exclusive service territory for Liberty, all in north Ozark, Christian County, Missouri. Liberty has three-phase electrical facilities bordering the east and west sides of the parcels to be designated as Liberty's exclusive service territory. In addition, there are three-phase electrical facilities that go thru the center of the property. In addition to these facilities, there are single phase electrical facilities that come into the property from the east and underground single-phase electrical facilities to the south of the property. Liberty has three-phase electrical facilities bordering the west and south sides of the parcels to be designated as Ozark's exclusive territory. Ozark has three phase facilities along the west side of the property, as well as single phase facilities along the north side of the property. In addition, Ozark has a substation located 0.50 mile northwest, with capacity to serve the property. As to the parcels to be designated as Liberty's exclusive service territory, Ozark has single phase facilities thru the northern end of the property, with limited capacity.

8. **No Other Electric Suppliers.** To the Applicants' knowledge and belief there are no other electric suppliers serving in the areas covered by the Agreement.

9. **Illustrative Tariff.** Liberty already has a certificate of public convenience and necessity to provide utility service in all of Christian County, Missouri. Therefore, Liberty has included with this application an "illustrative tariff" as **Appendix D** reflecting proposed changes to its service territory, as required by 20 CSR 4240-3.130(1)(C).

10. **Public Interest.** The Joint Agreement is in the public interest because it establishes exclusive service obligations for new structures as between the Applicants in the described area. The establishment of exclusive service territories will prevent future duplication of electric service facilities and will also allow electric service customers within the area to know with certainty the supplier of their electric service.

11. **No Change of Suppliers.** The Agreement does not require transfer of any facilities or customers between the Applicants, so no list of persons whose utility service would be changed by the Agreement, as required by 20 CSR 4240-3.130(1)(E), is included.

12. Each Applicant will continue to have service responsibilities beyond the boundaries of the Addendum unaffected by the terms of the Third Territorial Agreement and Addendum.

Request for Waiver of 60-day Notice Requirement and Expedited Treatment

13. To facilitate an expedient implementation of Addendum No. 1, the Applicants request a waiver of the 60-day notice requirement of Commission Rule 20 CSR 4240-4.017, and further request expedited treatment of this Joint Application so that the customers subject to this application can receive permanent service in a timely manner. Section 394.312, RSMo., requires submission to, and approval by, the Commission of territorial agreements and their addendums.

14. Pursuant to 20 CSR 4240-4.0171(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes “a verified declaration from the filing party that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case...” As indicated in the Affidavits executed by Liberty and Ozark, attached as **Appendix E** and **Appendix F** and incorporated into this Joint Application, respectively, neither Liberty nor Ozark has had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days. Accordingly, Liberty and

Ozark have established good cause for a waiver from the 60-day notice requirement of 20 CSR 4240-4.017(1). No other public utility will be affected by granting a waiver from this requirement.

WHEREFORE, the Applicants respectfully request that the Commission issue its order: (a) granting waiver of the 60-day notice requirement; (b) finding that the designation of electric service areas is not detrimental to the public interest and approving the Applicants' Addendum; and (c) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement.

Respectfully submitted,

/s/ Diana C. Carter

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*Counsel for The Empire District Electric Company
d/b/a Liberty*

/s/ Shawn Battagler

Shawn Battagler
Carnahan Evans
1023 S. Springfield
Bolivar, Missouri 65613
E-Mail: sbattagler@carnahanevans.com

Counsel for Ozark Electric Cooperative

CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 20th day of March, 2025, with notification of the same being sent to all counsel of record and was also sent by electronic transmission to the Staff of the Commission and the Office of the Public Counsel.

/s/ Diana C. Carter

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

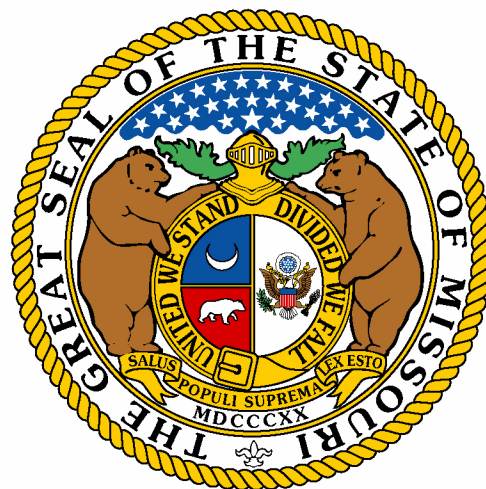
I, DENNY HOSKINS, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

OZARK ELECTRIC COOPERATIVE
Q00060975B

was created under the laws of this State on the 21st day of October, 1937, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of February, 2025.

Denny Hoskins
Secretary of State



Certification Number: CERT-02212025-0079

Appendix A

THIRD TERRITORIAL AGREEMENT

THIS THIRD TERRITORIAL AGREEMENT is made and entered into as of this 17th day of May, 2019, by and between OZARK ELECTRIC COOPERATIVE (hereinafter "Ozark") and THE EMPIRE DISTRICT ELECTRIC COMPANY (hereinafter "Empire").

WITNESSETH:

WHEREAS, Empire and Ozark desire 1) to promote the orderly development of retail electrical service within a portion of the City of Ozark, Christian County, Missouri, 2) to avoid unnecessary and wasteful duplication of electrical facilities therein, and 3) to most effectively avail themselves of prior investment and planning for serving the public.

WHEREAS, this Third Territorial Agreement does not require any customer of either Ozark or Empire to change its supplier; and

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

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

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 one parcel of land in the City of Ozark, Christian County, Missouri. A legal description of the parcel is as follows and shall herein after be referred to as “tract”:

PROPERTY DESCRIPTION OF THE KISSEE REPEATER STATION PARCEL (2526.5 Sq Ft, 0.058 ACRES): A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 3, TOWNSHIP TWENTY—SEVEN NORTH (T27N), RANGE TWENTY—ONE WEST (R21W) OF THE 5th PRINCIPAL MERIDIAN IN CHRISTIAN COUNTY, MISSOURI, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN WITH AN ALUMINUM CAP SET AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S01°07'59"E, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1488.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUING S01°07'59"E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1323.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, (SAID CORNER ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 3); THENCE N89°35'40"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1319.11 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S01°11'20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 43.61 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3 WITH THE SOUTH BOUNDARY LINE OF MODOT HIGHWAY "J"; THENCE S01°11'20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 16.52 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) SET 56.51 FEET RIGHT OF MODOT Hwy CENTERLINE STATION 207+72.05, SAID POINT BEING AT THE SOUTHWEST CORNER OF A TRIANGULAR PARCEL THAT WAS ACQUIRED BY MODOT BY GENERAL WARRANTY DEED DATED 11 JULY 2014 THAT IS RECORDED IN THE CHRISTIAN COUNTY RECORDER DEED RECORDS IN BOOK 2014 AT PAGE 8486, AND SAID SET IRON PIN MARKS THE TRUE POINT OF BEGINNING OF THE KISSEE REPEATER STATION PARCEL; THENCE S01°11'20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 33.88 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) SET IN SAID LINE AT THE SOUTHWEST CORNER OF THE KISSEE REPEATER STATION PARCEL; THENCE N87°34'16"E, ALONG THE SOUTH LINE OF SAID KISSEE REPEATER STATION PARCEL, A DISTANCE OF 53.00 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) SET AT THE SOUTHEAST CORNER OF SAID KISSEE REPEATER STATION PARCEL; THENCE N01°16'42"W, ALONG THE EAST LINE OF SAID KISSEE REPEATER STATION PARCEL, A DISTANCE OF 51.74 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) THAT IS SET 40 FEET RIGHT OF MODOT Hwy "J" CENTERLINE STATION 208+25.66 IN THE SOUTH BOUNDARY LINE OF MODOT HIGHWAY "J" AT THE NORTHEAST

CORNER OF SAID KISSEE REPEATER STATION PARCEL; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF MODOT HIGHWAY "J" THAT IS ALONG A 12317.68 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°08'49", A CHORD DISTANCE OF 31.58 FEET, A CHORD BEARING OF S86°04'75"W, AN ARC LENGTH OF CURVE DISTANCE OF 31.58 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) SET IN SAID MODOT HIGHWAY "J" SOUTHERLY BOUNDARY LINE THAT IS 40 FEET RIGHT OF MODOT CENTERLINE STATION 207+94.19; THENCE S49°29'55"W, ALONG THE SOUTHEASTERLY SIDE OF A (176.4 Sq Ft, 0.004 ACRE) TRIANGULAR PARCEL ACQUIRED BY MODOT BY GENERAL WARRANTY DEED DATED 11 JULY 2014 THAT IS RECORDED IN THE CHRISTIAN COUNTY RECORDER DEED RECORDS IN BOOK 2014 AT PAGE 8486, A DISTANCE OF 27.62 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING. SAID KISSEE REPEATER STATION PARCEL CONTAINS (2526.5 Sq Ft, 0.058 ACRES) AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. ALSO, THIS KISSEE REPEATER STATION PARCEL IS SUBJECT TO AND IS TOGETHER WITH "RIGHT—OF—WAY AND EASEMENTS ACCESS RIGHTS" TO AND FROM A 50 FEET BY 50 FEET SQUARE TRACT OF LAND HAVING TERMS AND CONDITIONS STIPULATED IN ONE CHRISTIAN COUNTY, MISSOURI CIRCUIT COURT CASE No. 3240 DATED THE 13th DAY OF MAY, 1964 BY JUDGMENT DECREE IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY THAT IS RECORDED IN BOOK 140 AT PAGE 49 IN THE CHRISTIAN COUNTY, MISSOURI RECORDER DEED RECORDS. SAID KISSEE REPEATER STATION PARCEL IS AS SHOWN ON SURVEY JOB No. 19-0411-7 BY D. NELSON MACKAY, PLS-2199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

- b. A map of the above described tract is attached hereto and marked **Exhibit A**.
- c. This Agreement shall have no effect whatsoever upon service by Ozark or Empire in any other area.
- d. The described tract is located within the corporate limits of the City of Ozark, Missouri, and thus is not a "rural area" as defined by Section 394.020(3) RSMo.

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 Section 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 Section 394.315 RSMo., in effect at the relevant time. The term 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 in 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 is effective pursuant to the terms of such Report and Order, unless a writ of review or other proceeding is taken challenging the 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. Ozark, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures now located within the tract described in Paragraph 1(a) above and all new structures that may be built therein 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 the tract.
- b. This Agreement does not purport to affect the rights of any electric supplier not a party to this Agreement.

4. Service to Structures Receiving Service as of the Date of this Agreement. Structures within the tract include a building which is currently being served by Ozark Electric Cooperative. There is also a signboard, designed to be electronic, within the tract which is not currently being served by electricity. To the knowledge of Empire and Ozark, there are no other suppliers of electricity providing permanent electric service within the tract.

5. Structures Coming Into Existence After the Effective Date.

- a. After the Effective Date, Ozark shall have the exclusive right, as between Empire and Ozark, to provide permanent service to new structures within the tract described in Paragraph 1(a) above.
- b. During interim period between the date of execution of this Agreement and the Effective Date, the parties shall abide by the territorial division provisions of this Agreement and may provide provisional service to any customer seeking service. Pending the issuance of a decision by the Commission either granting or denying

approval of this Agreement, however, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, unless (i) ordered to do so by the Commission or a court of competent jurisdiction or (ii) as a necessary part of the provision of service to its customers in other areas and such construction is within a previously established easement obtained for the purpose of providing service in other areas. 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 an 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.

6. 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 area. 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.

7. Term. The initial term of this Agreement shall be thirty-five (35) years from and after the Effective Date (“initial term”). Thereafter, this Agreement shall be automatically renewed for successive ten (10) year terms (“renewal terms”) commencing on the anniversary of the Effective Date (“renewal date”) 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 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.
8. 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. Applicants shall pay equal halves of 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, unless otherwise agreed by the parties.
9. General Terms.

- a. Land Description. The land description utilized in this Agreement is assumed by the parties to be accurate and sufficiently reliable and to match any 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, 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.

10. Subsequent Legislation. This Agreement is reached between the parties based upon their understanding of the current state of the law in Missouri under Sections 394.312 and 394.315 RSMo., which allow 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 Sections 394.312 or 394.315 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 Sections 394.312 and 394.315 RSMo., as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 7th day of May, 2019.

**THE EMPIRE DISTRICT
ELECTRIC COMPANY**

OZARK ELECTRIC COOPERATIVE

By: 

By: 

Title: VP - National Customer Serv. experience

Title: General Manager / CEO

Attest: 

Attest: 

VERIFICATION

STATE OF MISSOURI)

SS

COUNTY OF JASPER

Being first duly sworn, Brent A. Baker states as follows: that he is the Vice President — National Customer Experience of The Empire District Electric Company and that he has read the foregoing application and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief and that attorney Sarah Knowlton is authorized by The Empire District Electric Company to make this filing and represent the Company in this matter.

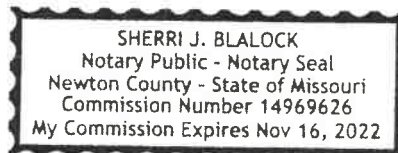


Brent A. Baker

Subscribed and sworn to before me this 10 day of May, 2019.



Notary Public



VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF Dade)

Being first duly sworn, Patrick Oehlschlager states as follows: that he is the Manager of Ozark Electric Cooperative; that he has read the foregoing application; that the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief; and, that Andereck, Evans, Lewis, Figg & Battagler, L.L.C. is authorized by Ozark Electric Cooperative to make this filing and represent it in this matter.



Patrick T. Oehlschlager

Subscribed and sworn to before me this 26th day of April, 2019.





Notary Public

ADDENDUM NUMBER 1 TO THIRD TERRITORIAL AGREEMENT

THIS ADDENDUM NUMBER 1 is made and entered into as of this ____ day of _____, 2025, by and between OZARK ELECTRIC COOPERATIVE (hereinafter "Ozark") and THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY (hereinafter "Liberty") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Liberty and Ozark desire 1) to promote the orderly development of retail electrical service in Christian County, Missouri, 2) to avoid unnecessary and wasteful duplication of electrical facilities therein, and 3) to most effectively avail themselves of prior investment and planning for serving the public.

WHEREAS, this Addendum Number 1 to Third Territorial Agreement does not require any customer of either Ozark or Liberty to change its current supplier; and

WHEREAS, Liberty and Ozark are authorized by law to provide electric service within certain areas of Missouri, including portions of Christian County; and

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

NOW, THEREFORE, Liberty 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. Both Parties desire and consent to Liberty providing electric service to the below 11 parcels of land north of the City of Ozark, located in Christian County, Missouri.

- a. A description of Parcel 1 is as follows: PROPERTY DESCRIPTION OF TRACT 8-B: A PART OF THE SOUTHWEST QUARTER (SW¹/₄) OF SECTION TEN (10), AND A PART OF THE NORTH HALF (N¹/₂) OF THE NORTH HALF

(N½) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN SET AT THE SOUTHEAST CORNER OF SAID SECTION TEN (10); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF SAID SECTION TEN (10), 2077.80 FEET TO AN IRON PIN (PLS-002199) SET AT THE POINT OF BEGINNING; THENCE SOUTH 11 °18'50" EAST, 678.78 FEET TO AN IRON PIN (PLS-002199) SET ON THE SOUTH LINE OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15); THENCE NORTH 87°56'14" WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), 721.86 FEET TO AN IRON PIN (PLS-002199) SET AT THE SOUTHWEST CORNER OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15); THENCE NORTH 87°56'59" WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION FIFTEEN (15), 1921.61 FEET TO AN IRON PIN (PLS-002199) SET ON THE EAST BOUNDARY LINE OF U.S. HIGHWAY 65; THENCE NORTH 05°18'19" EAST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 237.27 FEET TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 165+93.1; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1421.16 FEET, A RADIUS OF 11583.97 FEET, THROUGH A CENTRAL ANGLE OF 07°01'45", (HAVING A CHORD BEARING OF NORTH 01 °47'26" EAST AND CHORD LENGTH OF 1420.27 FEET}, TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 151+87.28; THENCE LEAVING U.S. HIGHWAY 65 EAST BOUNDARY LINE AND RUN THENCE SOUTH 86°24'45" EAST, 1472.03 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 87°56'59" EAST, 200.00 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 05°48'06" EAST, 966.44 FEET TO AN IRON PIN (PLS- 002199) SET IN THE SOUTH LINE OF SAID SECTION TEN (10); THENCE SOUTH 87°57'40" EAST, 103.86 FEET TO AN IRON PIN (PLS-1252) SET AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION TEN (10); THENCE SOUTH 87°56'40" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION TEN (10), 572.16 FEET TO THE POINT OF BEGINNING. ALSO, THE ABOVE DESCRIBED TRACT 8-B IS TOGETHER WITH A 65 FEET WIDE PRIVATE NON-EXCLUSIVE, JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT THAT IS LOCATED IN THE SOUTH 65 FEET OF THE EAST 326.06 FEET OF TRACT 8-A AS DESCRIBED

(WITHIN EXHIBIT "A"} AND SHOWN ON SURVEY JOB NO. 16-0430-12, DWG NO 0430-12-1, DATED 06-18-2016 BY PLS-002199, AND SAID ROAD EASEMENT IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "C" AS SHOWN ON SAID SURVEY JOB NON. 16-0430-12, DATED 06-18-2016 BY PLS-002199, SAID TRACT 8-B AND SAID DESCRIBED 65 FEET WIDE PRIVATE, NON- EXCLUSIVE JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT ARE SUBJECT TO EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. SAID TRACT 8-B AND SAID 65 FEET WIDE PRIVATE ROAD EASEMENT ARE AS SHOWN ON SURVEY JOB NO. 16-0430-12, DWB NO. 0430-12-1, DATED 06-18-2016 BY D. NELSON MACKAY, PLS-002199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

- b. A description of Parcel 2 is as follows: PROPERTY DESCRIPTION OF TRACT 8-A: A PART OF THE SOUTHWEST QUARTER (SW¹/₄) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN SET AT THE SOUTHEAST CORNER OF SAID SECTION TEN (10); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF SAID SECTION TEN (10), 2077.80 FEET TO AN IRON PIN (PLS-002199); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄) OF SAID SECTION TEN (10), 572.16 FEET TO AN IRON PIN (PLS-1252) SET AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄) OF SAID SECTION TEN (10); THENCE NORTH 87°57'40" WEST, 103.86 FEET TO AN IRON PIN (PLS-002199) SET IN THE SOUTH LINE OF SAID SECTION TEN (10); THENCE NORTH 05°48'06" WEST, 966.44 FEET TO AN IRON PIN (PLS-002199) SET AT THE POINT OF BEGINNING; THENCE NORTH 87°56'59" WEST, 200.00 FEET TO AN IRON PIN (PLS-002199); THENCE NORTH 86°24'45" WEST, 1472.03 FEET TO AN IRON PIN (PLS-002199) SET ON THE EASTERLY BOUNDARY LINE OF U.S. HIGHWAY 65 AT A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 151+87.28; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 327.14 FEET, A RADIUS OF 11583.97 FEET, THROUGH A CENTRAL ANGLE OF 01°37'05", (HAVING A CHORD BEARING OF NORTH 02°31'59" WEST AND CHORD LENGTH OF 327.13 FEET), TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 148+51.89; THENCE NORTHWESTERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 347.62 FEET, A RADIUS OF 11,583.97 FEET, THROUGH A CENTRAL ANGLE OF 01°43'10", (HAVING A CHORD BEARING OF NORTH 04°12'06" WEST AND CHORD LENGTH OF 347.61 FEET), TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 145+19.80; THENCE NORTH 05°03'41" WEST, ALONG SAID EAST BOUNDARY LINE OF U.S.

HIGHWAY 65, 815.80 FEET TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 137+04; THENCE NORTH 44°58'52" EAST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 193.08 FEET A POINT 273.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 135+80; THENCE NORTH 05°03'41" WEST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 27.09 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF SAID SOUTH HALF (S½) OF SECTION TEN (10); THENCE SOUTH 87°57'29" EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF (S½) OF SECTION TEN (10), 1068.39 FEET TO A COTTON PICKER SPINDLE; THENCE SOUTH 01°25'32" WEST, 560.01 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 87°57'29" EAST, 9.43 FEET TO AN IRON PIN (PLS-2007017965); THENCE SOUTH 01°30'31" WEST, 706.39 FEET TO AN IRON PIN (PLS-2007017968); THENCE SOUTH 87°57'29" EAST, 738.98 FEET TO AN IRON PIN (PLS- 2007017965); THENCE SOUTH 01°23'54" WEST, 357.84 FEET TO AN IRON PIN (PLS- 2007017965); THENCE SOUTH 01°23'54" WEST, 65.00 FEET TO AN IRON PIN (PLS-207017965); THENCE NORTH 87°56'15" WEST, 126.06 FEET TO THE POINT OF BEGINNING. AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT 11C" AS SHOWN ON SURVEY JOB NO. 16- 0430-12, DATED 06-18-2016 BY PLS-002199, SAID TRACT 8-A AND SAID DESCRIBED 65 FEET WIDE PRIVATE, NON-EXCLUSIVE, JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT ARE SUBJECT TO EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. SAID TRACT 8-A AND SAID 65 FEET WIDE PRIVATE ROAD EASEMENT ARE SHOWN ON SURVEY JOB NO. 16-0430-12, DWG. NO. 0430-12-1, DATED 06-18-2016 BY D. NELSON MACKKEY, PLS-002199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

- c. A description of Parcel 3 is as follows: ALL OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4), AND ALL OF THAT PART OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER (S1/2 N1/2 NW1/4) OF SECTION 15, TOWNSHIP 27N, RANGE 21W OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, LYING EAST OF NEW U.S. HIGHWAY #65 AS NOW LOCATED. ALL OF SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET AT THE N¼ CORNER, SAID SEC. 15, THENCE S1° 05'27"W ALONG THE EAST LINE OF THE NE¼ OF THE NW¼, SAID SEC. 15, A DISTANCE OF 660.25 FEET TO AN IRON PIN SET AT THE NE CORNER OF THE S1/2 OF THE NE¼ OF THE NW¼ SAID SEC, 15, AND SAID IRON PIN MARKS THE TRUE POINT OF BEGINNING; AND COMMENCING AT SAID TRUE POINT OF BEGINNING, THENCE N88°22'45"W ALONG THE NORTH LINE OF THE S1/2 OF THE NE¼ OF THE NW¼, SAID SEC. 15, A DISTANCE OF 1325.96 FEET TO AN IRON PIN SET AT THE NW CORNER OF THE S1/2 OF THE NE1/4 OF THE NW¼, SAID SEC. 15; THENCE N8S° 22'45"W ALONG THE NORTH LINE OF THE S1/2 OF THE NW1/4 OF THE NW¼ SAID SEC. 15, A

DISTANCE OF 594.08 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF SAID LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 65; THENCE S4°52'30"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 65, A DISTANCE OF 660.90 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF THE S1/2 OF THE OF THE NW1/4 OF THE NW¼ SAID SEC. 15; THENCE S4° 52'30"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 65 A DISTANCE OF 1321.74 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF THE SW¼ OF THE NW¼, SAID SEC.15; THENCE S88°20'42"E ALONG THE SOUTH LINE OF THE SW¼ OF THE NW¼ SAID SEC. 15, A DISTANCE OF 722.27 FEET TO AN IRON PIN SET AT THE SW CORNER OF THE SE¼ OF THE NW¼, SAID SEC.15; THENCE N1°10'05"E ALONG THE EAST LINE OF THE SW¼ OF THE NW¼, SAID SEC. 15, A DISTANCE OF 1319.96 FEET TO AN IRON PIN SET AT THE SW CORNER OF THE S1/2 OF THE NE1/4 OR THE NW¼ SAID SEC.15; THENCE S88°22'04"E ALONG THE SOUTH LINE OF THE S1/2 OF THE NE¼ OF THE NW¼ SAID SEC.15, A DISTANCE OF 1326.85 FEET TO AN IRON PIN SET AT THE SE CORNER OF THE NE1/4 OF THE NW¼ SAID SEC. 15; THENCE NL°05'27"E ALONG THE EAST LINE OF THE S1/2 OF THE NE1/4 OF THE NW1/4, SAID SEC.15, A DISTANCE OF 660.25 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING CONTAINING 50.012 ACRES. SUBJECT TO EASEMENTS OF RECORD. SAID LANDS ARE SHOWN ON SURVEY JOB NO. 88-1867-1 DATED 8/9/1988 BY LS-1252 WHICH CONSISTS OF ONE 20.100 ACRE TRACT, ONE 9.323 ACRE TRACT AND ONE 20.589 ACRE TRACT. REFERENCE DEED IS DATED APRIL 12, 1963 AND IS RECORDED IN BOOK 138 AT PAGE 44 IN THE RECORDER'S OFFICE IN THE COURTHOUSE AT OZARK, CHRISTIAN COUNTY, MISSOURI

- d. A description of Parcel 4 is as follows: ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING SOUTH AND WEST OF A RAVINE. (THE SAID RAVINE CUTTING OFF APPROXIMATELY 2 ACRES IN A "V" SHAPE ALONG THE NORTH AND EAST SIDE OF SAID 40). ALSO THE SOUTH 12 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 15, TOWNSHIP 27, RANGE 21. ALSO: ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 27, RANGE 21, LYING SOUTH AND WEST OF FORMER U.S. HIGHWAY NO. 65 (NOW NN) (EXCEPT: 10 FEET OFF THE SOUTH SIDE THEREOF DEEDED FOR ROAD PURPOSES).
- e. A description of Parcel 5 is as follows: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH TWELVE (12) ACRES THEREOF), IN SECTION 15, TOWNSHIP 27, RANGE 21, IN CHRISTIAN

COUNTY, MISSOURI, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

- f. A description of Parcel 6 is as follows: COMMENCING AT A FOUND 5/8" REBAR MARKING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE S 88°22'02" E, 544.58 FEET; THENCE S 1°12'55" W, 660.22 FEET; THENCE N 88°21'17" W, 544.58 FEET; THENCE N 1°12'55 E, 659.94 FEET TO THE POINT OF BEGINNING.

- g. A description of Parcel 7 is as follows: A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 21 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 88 DEGREES 23 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 544.58 FEET; THENCE SOUTH 1 DEGREES 12 MINUTES 55 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 407 .31 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 88 DEGREES 21 MINUTES 17 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 487.53 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY - NN; THENCE SOUTH 11 DEGREES 45 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 259.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 545.91 FEET; THENCE NORTH 1 DEGREES 12 MINUTES 55 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 252.91 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 3.00 ACRES, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

- h. A description of Parcel 8 is as follows: A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 21 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST COMER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 88°23'02"EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 544.58 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 88°23'02" EAST ALONG SAID NORTH LINE A DISTANCE OF 393.46FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY - NN; THENCE SOUTH 11 °45 '38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 418.91 FEET; THENCE NORTH 88°21 '17" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 487.53 FEET; THENCE NORTH 1°12'55" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 407.31 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 4.12 ACRES, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

- i. A description of Parcel 9 is as follows: A PART OF YHE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼,) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 539.57 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) AND POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 (STATE HWY. NN) THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HWY. NN 400 FEET FOR A POINT OF BEG.; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID HWY. NN 273 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21); THENCE WEST 217 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF STATE HWY. NN 272 FEET; THENCE EAST TO THE POINT OF BEGINNING. ALL IN CHRISTIAN COUNTY, MISSOURI.
- j. A description of Parcel 10 is as follows: A PART OF THE NORTH HALF {N½) OF THE NORTHWEST QUARTER {NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), DESCRIBED AS FOLLOWS: BEGINNING 539.37 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION

TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21}, SAID POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 (STATE HIGHWAY NN}; THENCE WEST 215 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID "OLD" HIGHWAY #65 (STATE HIGHWAY NN) 671 FEET MORE OR LESS TO THE NORTH LINE OF SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼} OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21}; THENCE EAST 217 FEET; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 673 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT BEGINNING AT POINT 539.57 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), SAID POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 {STATE HIGHWAY NN); THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NN 400 FEET FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID HIGHWAY NN 273 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF (S½} OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21); THENCE WEST 217 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF STATE HWY NN 272 FEET; THENCE EAST TO POINT OF BEGINNING.

- k. A description of Parcel 11 is as follows: BEGINNING 539.57 FEET WEST OF THE SE CORNER OF THE SW¼ OF THE SE¼ OF SECTION 10, TOWNSHIP 27, RANGE 21; SAID BEGINNING POINT BEING ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 27, RANGE 21; AND THE WEST R/W LINE OF OLD HWY #65 (STATE HWY NN): THENCE NORTHWESTERLY ON AN INTERIOR ANGLE OF 77°00' ALONG SAID WEST R/W LINE 219' THENCE WEST ON AN EXTERIOR ANGLE OF 80°30' 213.3'; THENCE SOUTHEASTERLY PARALLEL TO THE WEST R/W LINE OF SAID OLD US HWY 65 (STATE HWY NN), 206': THENCE EAST 215' TO THE POINT OF BEGINNING, ALL IN CHRISTIAN COUNTY, MISSOURI.

2. Both Parties desire and consent to Ozark providing electric service to the below 4 parcels of land north of the City of Ozark, located in Christian County, Missouri.

- a. A description of Parcel 12 is as follows: TRACT I: PART OF LOT 2 OF THE NORTHEAST QUARTER (NE 1/4) AND PART OF THE EAST HALF (E1/2) OF LOT 2 OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21)

WEST, AND PART OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING COTTON PICKER SPINDLE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, THENCE SOUTH 87°23'04" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4), 973.05 FEET TO THE WEST LINE OF FARTHING-HOGAN MINOR SUBDIVISION AS FILED IN BOOK H, PAGE 253 AT THE CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE SOUTH 01°37'01" WEST ALONG THE WESTLINE OF SAID FARTHING-HOGAN MINOR SUBDIVISION, 370.77 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 86°49'01" EAST ALONG THE SOUTH LINE OF SAID MINOR SUBDIVISION, 358.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°37'56" EAST ALONG THE EAST LINE OF SAID MINOR SUBDIVISION, 374.33 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION THIRTY-FOUR (34); THENCE SOUTH 86°58'36" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S1/2) OF SAID SOUTHEAST QUARTER (SE1/4), 1329.14 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 88°14'44" EAST ALONG SAID NORTH LINE, 125.51 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 07°50'26" EAST, 416.82 FEET; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°37'55", A RADIUS OF 477.50 FEET AND A CHORD OF 154.59 FEET BEARING SOUTH 01°28'31" WEST, AN ARC DISTANCE OF 155.28 FEET; THENCE SOUTH 10°47'29" WEST, 663.53 FEET; THENCE SOUTHEASTERLY THROUGH A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°13'24", A RADIUS OF 1545.00 FEET AND A CHORD OF 6.02 FEET BEARING SOUTH 75°59'59" EAST, AN ARC DISTANCE OF 6.02 FEET, THENCE SOUTH 75°53'17" EAST, 353.18 FEET; THENCE EASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°27'40", A RADIUS OF 1455.00 FEET AND A CHORD OF 290.57 FEET BEARING SOUTH 81°37'07" EAST, AN ARC DISTANCE OF 291.05 FEET; THENCE SOUTH 87°20'57" EAST, 555.85 FEET TO THE NORTHEAST CORNER OF SECTION THREE (3), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE SOUTH 01°42'22" WEST ALONG THE EAST LINE OF SAID SECTION THREE (3), A DISTANCE OF 90.01 FEET; THENCE LEAVING SAID EAST LINE, NORTH 87°20'57" WEST, 557.34 FEET; THENCE WESTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°27'40", A RADIUS OF 1545.00 FEET AND A CHORD OF 308.54 FEET BEARING NORTH 81°37'07" WEST, AN ARC DISTANCE OF 309.05 FEET; THENCE NORTH 75°53'17" WEST, 353.18

FEET; THENCE WESTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°27'40", A RADIUS OF 1455.00 FEET AND A CHORD OF 290.57 FEET BEARING NORTH 81 °37'07" WEST, AN ARC DISTANCE OF 291.05 FEET; THENCE NORTH 87°20'57" WEST, 158.62 FEET; THENCE SOUTHWESTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°32'21", A RADIUS OF 1955.00 FEET AND A CHORD OF 1322.51 FEET BEARING SOUTH 72°52'52" WEST, AN ARC DISTANCE OF 1349.12 FEET; THENCE SOUTH 53°06'42" WEST, 482.09 FEET; THENCE SOUTH 08°06'48" WEST, 42.43 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FARMER BRANCH ROAD; THENCE NORTH 36°53'07" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 979.26 FEET; THENCE NORTH 36°10'30" WEST ALONG SAID RIGHT-OF-WAY LINE, 68.56 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34). TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE NORTH 01°31'00" EAST ALONG SAID WEST LINE, 1275.57 FEET TO THE POINT OF BEGINNING.

- b. A description of Parcel 13 is as follows: TRACT II: A TRACT OF LAND LYING IN THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST AND ALSO BEING A PART OF TRACT 2A, JACK A FARTHING TRUST ESTATE MINOR SUBDIVISION AS DESCRIBED IN PLAT BOOK GAT PAGE 587 AND ALSO DESCRIBED IN THE CHRISTIAN COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2017 AT PAGE 10691 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN CAPPED LS2260 AT THE SOUTHEAST CORNER OF THE WEST HALF (W1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SAID SECTION THREE (3); THENCE SOUTH 87°50'07" EAST ALONG THE SOUTH LINE OF SAID WEST HALF (W1/2) OF LOT 2A DISTANCE OF 125.30 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01°08'08" EAST, 50.00 FEET TO AN IRON PIN SET CAPPED LC

- c. A description of Parcel 14 is as follows: TRACT I: PART OF THE SOUTH HALF (S½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING COTTON PICKER SPINDLE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST: THENCE SOUTH 87°23'04" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼), 973.05 FEET TO THE WEST LINE OF FARTHING-HOGAN MINOR SUBDIVISION AS FILED IN BOOK H, PAGE 253 AT THE CHRISTIAN

COUNTY RECORDER'S OFFICE; THENCE SOUTH 01°37'01" WEST ALONG THE WESTLINE OF SAID FARTHING-HOGAN MINOR SUBDIVISION, 370.77 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 86°49'01" EAST ALONG THE SOUTH LINE OF SAID MINOR SUBDIVISION, 358.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°37'56" EAST ALONG THE EAST LINE OF SAID MINOR SUBDIVISION, 374.33 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S½) OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY-FOUR (34); THENCE SOUTH 86°58'36" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S½) OF SAID SOUTHEAST QUARTER (SE¼), 1329.14 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 88°14'44" EAST ALONG SAID NORTH LINE, 125.51 FEET FOR THE POINT OF BEGINNING OF THE LAND DESCRIBED HEREIN; THENCE LEAVING SAID NORTH LINE, SOUTH 07°50'26" EAST, 416.82 FEET; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°37'55", A RADIUS OF 477.50 FEET AND A CHORD OF 154.59 FEET BEARING SOUTH 01°28'31" WEST, AN ARC DISTANCE OF 155.28 FEET; THENCE SOUTH 10°47'29" WEST, 663.53 FEET; THENCE SOUTHEASTERLY THROUGH A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°13'24", A RADIUS OF 1545.00 FEET AND A CHORD OF 6.02 FEET BEARING SOUTH 75°59'59" EAST, AN ARC DISTANCE OF 6.02 FEET; THENCE SOUTH 75°53'17" EAST, 353.18 FEET; THENCE EASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°27'40", A RADIUS OF 1455.00 FEET AND A CHORD OF 290.57 FEET BEARING SOUTH 81 °37'07" EAST, AN ARC DISTANCE OF 291.05 FEET; THENCE SOUTH 87°20'57" EAST, 616.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE NORTH 01°20'14" EAST ALONG THE EAST LINE OF SAID SECTION THIRTY-FOUR (34), A DISTANCE OF 1340.95 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-FOUR (34); THENCE NORTH 88°14'44" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼), 1211.85 FEET TO THE POINT OF BEGINNING, SUBJECT TO RIGHT-OF-WAY FOR PUBLIC ROADS. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRALZONE.)

- d. A description of Parcel 15 is as follows: TRACT II: PART OF LOT TWO (2) OF THE NORTHEAST QUARTER (NE¼) AND PART OF THE EAST HALF (E½) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THREE (3), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST, AND PART OF THE SOUTH HALF (S½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST; ALL IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING COTTON PICKER SPINDLE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼)

OF THE SOUTHWEST QUARTER (SW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE SOUTH 01°31'00" WEST ALONG THE WESTLINE OF SAID SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼), 1275.57 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FARMER BRANCH ROAD; THENCE SOUTH 36°10'30" EAST ALONG SAID RIGHT-OF-WAY LINE, 68.56 FEET; THENCE SOUTH 36°53'07" EAST ALONG SAID RIGHT-OF-WAY LINE, 979.26 FEET FOR THE POINT OF BEGINNING OF THE LAND DESCRIBED HEREIN; THENCE CONTINUING SOUTH 36°53'07" EAST ALONG SAID RIGHT-OF-WAY LINE, 623.12 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°45'03", A RADIUS OF 1472.65 FEET AND A CHORD OF 275.92 FEET BEARING SOUTH 31 °28'28" EAST, AN ARC DISTANCE OF 276.33 FEET TO AN EXISTING IRON PIN ON THE SOUTH LINE OF THE EAST HALF (E½) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THREE (3), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE SOUTH 87°47'24" EAST ALONG SAID SOUTH LINE, 91.04 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 87°55'50" EAST ALONG THE SOUTH LINE OF THE WEST HALF (W½) OF LOT TWO (2) OF THE NORTHEAST QUARTER OF SAID SECTION THREE (3), A DISTANCE OF 1330.07 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 88°02'02" EAST ALONG THE SOUTH LINE OF THE EAST HALF OF LOT TWO (2) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION THREE (3), A DISTANCE OF 1328.37 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°42'22" EAST ALONG THE EAST LINE OF SAID SECTION THREE (3), A DISTANCE OF 1345.56 FEET; THENCE LEAVING SAID EAST LINE, NORTH 87° 20'57" WEST. 557.34 FEET; THENCE WESTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 °27'40", A RADIUS OF 1545.00 FEET AND A CHORD OF 308.54 FEET BEARING NORTH 81 °37'07" WEST. AN ARC DISTANCE OF 309.05 FEET; THENCE NORTH 75° 53'17" WEST; 353.18 FEET; THENCE WESTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 27'40", A RADIUS OF 1455.00 FEET AND A CHORD OF 290.57 FEET BEARING NORTH 81° 37'07" WEST, AN ARC DISTANCE OF 291.05 FEET; THENCE NORTH 87° 20'57" WEST, 158.62 FEET; THENCE SOUTHWESTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39° 32'21", A RADIUS OF 1955.00 FEET AND A CHORD OF 1322.51 FEET BEARING SOUTH 72° 52'52" WEST, AN ARC DISTANCE OF 1349.12 FEET; THENCE SOUTH 53°06'42" WEST, 482.09 FEET; THENCE SOUTH 08°06'48" WEST, 42.43 FEET TO THE POINT OF BEGINNING, SUBJECT TO RIGHT-OF-WAY FOR PUBLIC ROADS. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

3. This Addendum shall have no effect whatsoever upon service by Ozark or Liberty in any other area. The exclusive territories of the Parties, as described in the Third Territorial Agreement, are not otherwise modified by this Addendum. In executing this Addendum, its terms shall be interpreted in light of the Third Territorial Agreement, including but not limited to, the definitions, principles, and procedures set forth therein.

4. The described parcels are located in Christian County, north of the corporate limits of the City of Ozark, Missouri. The Parties stipulate and agree that these designated service areas shall remain as set forth herein if/when the parcels are incorporated into the city limits of Ozark, Missouri.

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

6. Since this Addendum is subject to the approval of the Commission, the Parties agree to undertake all actions reasonably necessary to obtain said approval.

7. In addition, Ozark has the right to initiate temporary service, as defined by RSMo. Section 394.315, at its own expense, until the Commission approves or disapproves the Addendum.

8. If the Commission rejects this or any portion of this Addendum, then the entire Addendum shall be nullified and shall have no legal effect. Further, if all or part of this Addendum is declared invalid or void by a court or other agency with competent jurisdiction, then this Addendum shall be deemed invalid and void.

9. This Addendum may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

IN WITNES WHEREOF, the parties have executed this Agreement as of the date first written above.

THE EMPIRE DISTRICT ELECTRIC
COMPANY d/b/a Liberty

OZARK ELECTRIC COOPERATIVE

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

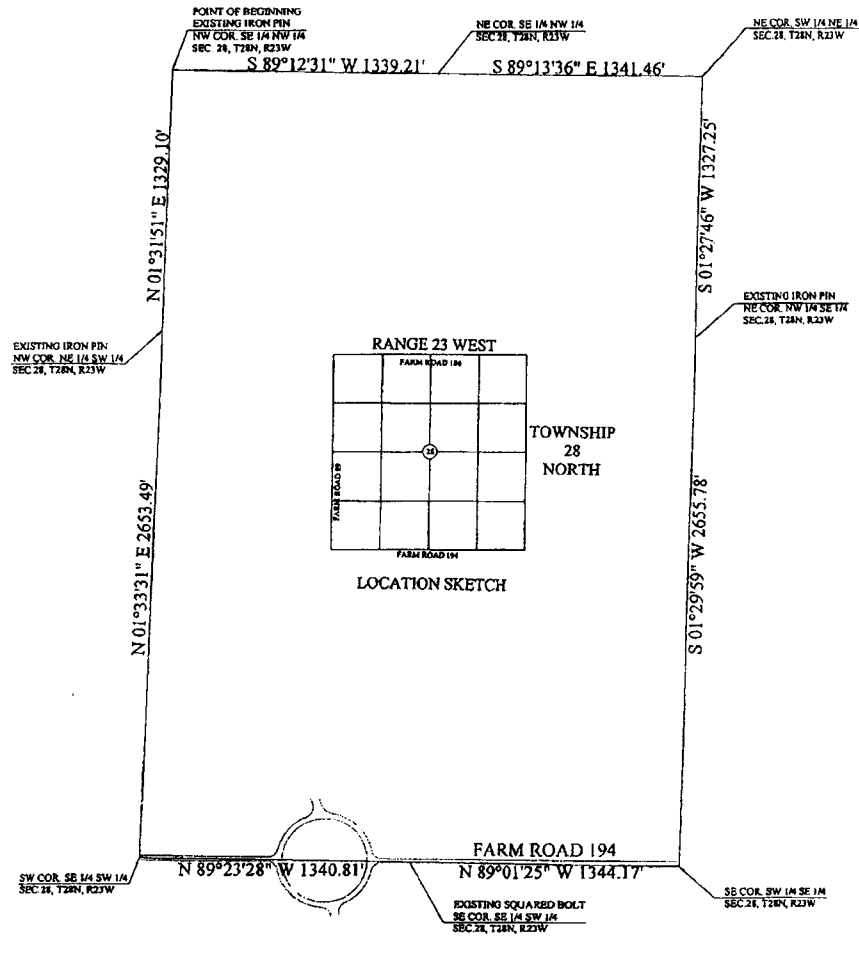
P.S.C. Mo. No. 6 Sec. B 1st Revised Sheet No. 20

Canceling P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20

For ALL TERRITORY

EXCLUSIVESERVICE AREAS OF OZARK ELECTRIC AND THE EMPIRE DISTRICT ELECTRIC COMPANY PURSUANT TO THEIR TERRITORIAL AGREEMENTS

EXCLUSIVE SERVICE TERRITORY OF OZARK ELECTRIC COOPERATIVE



EO-2008-0043

In accordance with the First Territorial Agreement between The Empire District Electric Company and Ozark Electric Cooperative dated August 14, 2007, approved by the Commission in a Report and Order in Case No. EO-2008-0043, issued on March 4, 2008, effective March 14, 2008, and clarified in an Order Denying Application for Rehearing and Motion to Modify, But Clarifying Report and Order, issued April 8, 2008 and effective April 18, 2008, the area within the boundaries of The Lakes at Shuyler Ridge ("the subdivision"), as described and depicted by map on these sheets, will become the exclusive service area of Ozark Electric Cooperative pursuant to the terms of that First Territorial Agreement. Under its terms, Empire will not be permitted to provide retail electric service to new structures within the subdivision and it will cease providing service to existing structures. Because Empire was providing retail electric service to several structures within the subdivision when the First Territorial Agreement was approved, there will be a transition period during which equipment will be physically changed out and service to those structures will be transferred to Ozark Electric Cooperative. After the completion of the physical transfer of all of Empire's customers within the subdivision to service from Ozark, Empire will not, in accordance with the terms of the

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

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For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

Territorial Agreement and during its duration, accept applications to provide retail electric service or provide such service to customers.

The metes and bounds description of the Tract is as follows:

A tract of land, situated in Section 28, Township 28 North, Range 23 West, Green County, Missouri, and more particularly described as follows: Beginning at an Existing Iron Pin at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 28; THENCE South 89 degrees 12 minutes 31 seconds East along the North Line of said Southeast Quarter of the Northwest Quarter a distance of 1,339.21 feet to the Northeast Corner of said Southeast Quarter of the Northwest Quarter for corner; THENCE South 89 degrees 13 minutes 36 seconds East along the North Line of the Southwest Quarter of the Northeast Quarter of said Section 28 a distance of 1,341.46 feet to the Northeast Corner of said Southwest Quarter of the Northeast Quarter for corner; THENCE South 01 degrees 27 minutes 46 seconds West along the East Line of said Southwest Quarter of the Northeast Quarter a distance of 1,327.25 feet to an Existing Iron Pin at the Northeast Corner of the Northwest Quarter of the Southeast Quarter for corner; THENCE South 01 degrees 29 minutes 59 seconds West along the East Line of said Northwest Quarter of the Southeast Quarter and along the East Line of the Southwest Quarter of said Southeast Quarter a distance of 2,655.78 feet to the Southeast Corner of said Southwest Quarter of the Southeast Quarter for corner; THENCE North 89 degrees 01 minutes 25 seconds West along the South Line of said Southwest Quarter of the Southeast Quarter a distance of 1,344.17 feet to an Existing Square Bolt at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 28 for corner; THENCE North 89 degrees 23 minutes 28 seconds West along the South Line of said Southeast Quarter of the Southwest Quarter a distance of 1,340.81 feet to the Southwest Corner of said Southeast Quarter of the Southwest Quarter for corner; THENCE North 01 degrees 33 minutes 31 seconds East along the West Line of said Southeast Quarter of the Southwest Quarter and along the West Line of the Northeast Quarter of said Southwest Quarter a distance of 2,653.49 feet to an Existing Iron Pin at the Northwest Corner of said Northeast Quarter of the Southwest Quarter for corner; THENCE North 01 degrees 31 minutes 51 seconds East along the West Line of said Southeast Quarter of the Northwest Quarter a distance of 1,329.10 feet to the POINT OF BEGINNING, and containing 245.15 acres of land, more or less, subject to easements and/or rights of way.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B 1st Revised Sheet No. 20b

Canceling P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20b

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

EO-2019-0381

In accordance with the Third Territorial Agreement between The Empire District Electric Company and Ozark Electric Cooperative dated June 7, 2019 and approved by the Commission in a Report and Order in Case No. EO-2019-0381, issued on July 31, 2019, effective August 30, 2019 the area within the boundaries described on this sheet, will become the exclusive service area of Ozark Electric Cooperative pursuant to the terms of that Third Territorial Agreement. Under its terms, Empire will not be permitted to provide retail electric service within the parcel of land located within the city limits of Ozark, Missouri in Christian County, Missouri, and it will be exclusively served electrically by Ozark Electric.

The metes and bounds description of the parcel is as follows:

PROPERTY DESCRIPTION OF THE KISSEE REPEATER STATION PARCEL (2526.5 Sq Ft, 0.058 ACRES): A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 3, TOWNSHIP TWENTY-SEVEN NORTH (T27N), RANGE TWENTY-ONE WEST (R21W) OF THE 5th PRINCIPAL MERIDIAN IN CHRISTIAN COUNTY, MISSOURI, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN WITH AN ALUMINUM CAP SET AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S01°07'59"E, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1488.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUING S01°07'59"E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1323.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, (SAID CORNER ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 3); THENCE N89°35'40"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1319.11 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S01°11'20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 43.61 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3 WITH THE SOUTH BOUNDARY LINE OF MODOT HIGHWAY "J"; THENCE S01°11'20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 16.52 FEET TO A 5/8" Dia. IRON PIN (PLS-2199) SET 56.51 FEET RIGHT OF MODOT HWY CENTERLINE STATION 207+72.05, SAID POINT BEING AT THE SOUTHWEST CORNER OF A TRIANGULAR PARCEL THAT WAS ACQUIRED BY MODOT BY GENERAL WARRANTY DEED DATED 11 JULY 2014 THAT IS RECORDED IN THE CHRISTIAN COUNTY RECORDER DEED RECORDS IN BOOK 2014 AT PAGE 8486, AND SAID SET IRON PIN MARKS THE TRUE POINT OF BEGINNING OF THE KISSEE REPEATER STATION PARCEL; THENCE S01°11 '20"E, ALONG THE WEST LINE OF SAID NE1/4 OF THE SW1/4 OF SAID SECTION 3, A DISTANCE OF 33.88 FEET TO A

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

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For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

5/8"Dia. IRON PIN (PLS-2199) SET IN SAID LINE AT THE SOUTHWEST CORNER OF THE KISSEE REPEATER STATION PARCEL; THENCE N87°34'16"E, ALONG THE SOUTH LINE OF SAID KISSEE REPEATER STATION PARCEL, A DISTANCE OF 53.00 FEET TO A 5/8"Dia. IRON PIN (PLS-2199) SET AT THE SOUTHEAST CORNER OF SAID KISSEE REPEATER STATION PARCEL; THENCE N0°16'42" W, ALONG THE EAST LINE OF SAID KISSEE REPEATER STATION PARCEL, A DISTANCE OF 51.74 FEET TO A 5/8"Dia. IRON PIN (PLS-2199) THAT IS SET 40 FEET RIGHT OF MODOT HWY "J" CENTERLINE STATION 208+25.66 IN THE SOUTH BOUNDARY LINE OF MODOT HIGHWAY "J" AT THE NORTHEAST CORNER OF SAID KISSEE REPEATER STATION PARCEL; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF MODOT HIGHWAY "J" THAT IS ALONG A 12317.68 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°08'49", A CHORD DISTANCE OF 31.58 FEET, A CHORD BEARING OF S86°04'75"W, AN ARC LENGTH OF CURVE DISTANCE OF 31.58 FEET TO A 5/8"Dia. IRON PIN (PLS-2199) SET IN SAID MODOT HIGHWAY "J" SOUTHERLY BOUNDARY LINE THAT IS 40 FEET RIGHT OF MODOT CENTERLINE STATION 207+94.19; THENCE S49°29'55"W, ALONG THE SOUTHEASTERLY SIDE OF A (176.4 Sq Ft, 0.004 ACRE) TRIANGULAR PARCEL ACQUIRED BY MODOT BY GENERAL WARRANTY DEED DATED 11 JULY 2014 THAT IS RECORDED IN THE CHRISTIAN COUNTY RECORDER DEED RECORDS IN BOOK 2014 AT PAGE 8486, A DISTANCE OF 27.62 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING. SAID KISSEE REPEATER STATION PARCEL CONTAINS (2526.5 Sq Ft, 0.058 ACRES) AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. ALSO, THIS KISSEE REPEATER STATION PARCEL IS SUBJECT TO AND IS TOGETHER WITH "RIGHT-OF-WAY AND EASEMENTS ACCESS RIGHTS" TO AND FROM A 50 FEET BY 50 FEET SQUARE TRACT OF LAND HAVING TERMS AND CONDITIONS STIPULATED IN ONE CHRISTIAN COUNTY, MISSOURI CIRCUIT COURT CASE No. 3240 DATED THE 13th DAY OF MAY, 1964 BY JUDGMENT DECREE IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY THAT IS RECORDED IN BOOK 140 AT PAGE 49 IN THE CHRISTIAN COUNTY, MISSOURI RECORDER DEED RECORDS. SAID KISSEE REPEATER STATION PARCEL IS AS SHOWN ON SURVEY JOB No. 19-0411-7 BY D. NELSON MACKAY, PLS-2199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20d

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

EXCLUSIVE SERVICE TERRITORY OF THE EMPIRE DISTRICT ELECTRIC COMPANY



EO-2025-

In accordance with the 1st addendum to the Third Territorial Agreement between The Empire District Electric Company and Ozark Electric Cooperative, the service area of Empire District Electric Company boundaries are described on this map and the following tariff sheets.

The metes and bounds description of the parcel is as follows:

DATE OF ISSUE March 14, 2025 DATE EFFECTIVE April 13, 2025
ISSUED BY Charlotte Emery, Senior Director Rates and Regulatory Affairs, Joplin, MO

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20e

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

Parcel 1
Book: 2021 Page: 19875
ID: 11021000000011000

PROPERTY DESCRIPTION OF TRACT 8-B:
A PART OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TEN (10), AND A PART OF THE NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN SET AT THE SOUTHEAST CORNER OF SAID SECTION TEN (10); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF SAID SECTION TEN (10), 2077.80 FEET TO AN IRON PIN (PLS-002199) SET AT THE POINT OF BEGINNING; THENCE SOUTH 11 °18'50" EAST, 678.78 FEET TO AN IRON PIN (PLS-002199) SET ON THE SOUTH LINE OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15); THENCE NORTH 87°56'14" WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), 721.86 FEET TO AN IRON PIN (PLS-002199) SET AT THE SOUTHWEST CORNER OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15); THENCE NORTH 87°56'59" WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF (N½) OF THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION FIFTEEN (15), 1921.61 FEET TO AN IRON PIN (PLS-002199) SET ON THE EAST BOUNDARY LINE OF U.S. HIGHWAY 65; THENCE NORTH 05°18'19" EAST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 237.27 FEET TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 165+93.1; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1421.16 FEET, A RADIUS OF 11583.97 FEET, THROUGH A CENTRAL ANGLE OF 07°01'45", (HAVING A CHORD BEARING OF NORTH 01 °47'26" EAST AND CHORD LENGTH OF 1420.27 FEET), TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 151+87.28; THENCE LEAVING U.S. HIGHWAY 65 EAST BOUNDARY LINE AND RUN THENCE SOUTH 86°24'45" EAST, 1472.03 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 87°56'59" EAST, 200.00 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 05°48'06" EAST, 966.44 FEET TO AN IRON PIN (PLS- 002199) SET IN THE SOUTH LINE OF SAID SECTION TEN (10); THENCE SOUTH 87°57'40" EAST, 103.86 FEET TO AN IRON PIN (PLS-1252) SET AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION TEN (10); THENCE SOUTH 87°56'40" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20f

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

QUARTER (SE¼) OF SAID SECTION TEN (10), 572.16 FEET TO THE POINT OF BEGINNING.

ALSO, THE ABOVE DESCRIBED TRACT 8-B IS TOGETHER WITH A 65 FEET WIDE PRIVATE NON-EXCLUSIVE, JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT THAT IS LOCATED IN THE SOUTH 65 FEET OF THE EAST 326.06 FEET OF TRACT 8-A AS DESCRIBED (WITHIN EXHIBIT "A") AND SHOWN ON SURVEY JOB NO. 16-0430-12, DWG NO 0430-12-1, DATED 06-18-2016 BY PLS-002199, AND SAID ROAD EASEMENT IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "C" AS SHOWN ON SAID SURVEY JOB NON. 16-0430-12, DATED 06-18-2016 BY PLS-002199, SAID TRACT 8-B AND SAID DESCRIBED 65 FEET WIDE PRIVATE, NON-EXCLUSIVE JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT ARE SUBJECT TO EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. SAID TRACT 8-B AND SAID 65 FEET WIDE PRIVATE ROAD EASEMENT ARE AS SHOWN ON SURVEY JOB NO. 16-0430-12, DWB NO. 0430-12-1, DATED 06-18-2016 BY D. NELSON MACKAY, PLS-002199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

Parcel 2
Book: 2021 Page: 19875
ID: 110515000000007000

PROPERTY DESCRIPTION OF TRACT 8-A:
A PART OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN SET AT THE SOUTHEAST CORNER OF SAID SECTION TEN (10); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF SAID SECTION TEN (10), 2077.80 FEET TO AN IRON PIN (PLS-002199); THENCE NORTH 87°56'40" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION TEN (10), 572.16 FEET TO AN IRON PIN (PLS-1252) SET AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION TEN (10); THENCE NORTH 87°57'40" WEST, 103.86 FEET TO AN IRON PIN (PLS-002199) SET IN THE SOUTH LINE OF SAID SECTION TEN (10); THENCE NORTH 05°48'06" WEST, 966.44 FEET TO AN IRON PIN (PLS-002199) SET AT THE POINT OF BEGINNING; THENCE NORTH 87°56'59" WEST, 200.00 FEET TO AN IRON PIN (PLS-002199); THENCE NORTH 86°24'45" WEST, 1472.03 FEET TO AN IRON PIN (PLS-002199) SET ON THE EASTERLY BOUNDARY LINE OF U.S. HIGHWAY 65 AT A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 151+87.28; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20g

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

LEFT HAVING AN ARC LENGTH OF 327.14 FEET, A RADIUS OF 11583.97 FEET, THROUGH A CENTRAL ANGLE OF 01°37'05", (HAVING A CHORD BEARING OF NORTH 02°31'59" WEST AND CHORD LENGTH OF 327.13 FEET), TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 148+51.89; THENCE NORTHWESTERLY ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65 ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 347.62 FEET, A RADIUS OF 11,583.97 FEET, THROUGH A CENTRAL ANGLE OF 01°43'10", (HAVING A CHORD BEARING OF NORTH 04°12'06" WEST AND CHORD LENGTH OF 347.61 FEET), TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 145+19.80; THENCE NORTH 05°03'41" WEST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 815.80 FEET TO A POINT 125.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 137+04; THENCE NORTH 44°58'52" EAST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 193.08 FEET A POINT 273.00 FEET LEFT OF U.S. HIGHWAY 65 CENTERLINE STATION 135+80; THENCE NORTH 05°03'41" WEST, ALONG SAID EAST BOUNDARY LINE OF U.S. HIGHWAY 65, 27.09 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF SAID SOUTH HALF (S½) OF SECTION TEN (10); THENCE SOUTH 87°57'29" EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF (S½) OF SECTION TEN (10), 1068.39 FEET TO A COTTON PICKER SPINDLE; THENCE SOUTH 01°25'32" WEST, 560.01 FEET TO AN IRON PIN (PLS-002199); THENCE SOUTH 87°57'29" EAST, 9.43 FEET TO AN IRON PIN (PLS-2007017965); THENCE SOUTH 01°30'31" WEST, 706.39 FEET TO AN IRON PIN (PLS-2007017968); THENCE SOUTH 87°57'29" EAST, 738.98 FEET TO AN IRON PIN (PLS- 2007017965); THENCE SOUTH 01°23'54" WEST, 357.84 FEET TO AN IRON PIN (PLS- 2007017965); THENCE SOUTH 01°23'54" WEST, 65.00 FEET TO AN IRON PIN (PLS- 207017965); THENCE NORTH 87°56'15" WEST, 126.06 FEET TO THE POINT OF BEGINNING.

AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT 11C" AS SHOWN ON SURVEY JOB NO. 16- 0430-12, DATED 06-18-2016 BY PLS-002199, SAID TRACT 8-A AND SAID DESCRIBED 65 FEET WIDE PRIVATE, NON-EXCLUSIVE, JOINT USE RIGHTS, INGRESS AND EGRESS PERPETUAL ROAD EASEMENT ARE SUBJECT TO EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD, IF ANY. SAID TRACT 8-A AND SAID 65 FEET WIDE PRIVATE ROAD EASEMENT ARE SHOWN ON SURVEY JOB NO. 16-0430-12, DWG. NO. 0430-12-1, DATED 06-18-2016 BY D. NELSON MACKAY, PLS-002199, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.

Parcel 3
 Book: 384 Page: 7836
 ID: 11051500000009000

All of that part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4), and all of that part of the South Half of the North Half of the Northwest Quarter (S1/2 N1/2

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

NW1/4) of Section 15, Township 27n, Range 21W of the 5th P.M. in Christian County, Missouri, lying East of New U.S. Highway #65 as now located. All of said lands being more particularly described as follows:

Beginning at an Iron Pin set at the N¼ corner, said Sec. 15, thence S1° 05'27"W along the East line of the NE¼ of the NW¼, said Sec. 15, a distance of 660.25 feet to an Iron Pin set at the NE corner of the S1/2 of the NE¼ of the NW¼ said Sec, 15, and said Iron Pin marks the true point of beginning; and commencing at said true point of beginning, thence N88°22'45"W along the North line of the S1/2 of the NE¼ of the NW¼, said Sec. 15, a distance of 1325.96 feet to an Iron Pin set at the NW corner of the S1/2 of the NE1/4 of the NW¼, said Sec. 15; thence N8S° 22'45"W along the North line of the S1/2 of the NW1/4 of the NW¼ said Sec. 15, a distance of 594.08 feet to an Iron Pin set at the point of intersection of said line with the Easterly Right-of-way line of U.S.Highway No. 65; thence S4°52'30"W along the Easterly Right-of-way line of U.S. Highway No. 65, a distance of 660.90 feet to an Iron Pin set at the point of intersection of said Right-of-way line with the South line of the S1/2 of the of the NW1/4 of the NW¼ said Sec. 15; thence S4° 52'30"W along the Easterly Right-of-way line of U.S.Highway No. 65 a distance of 1321.74 feet to an Iron Pin set at the point of intersection of said Right-of-way line with the South line of the SW¼ of the NW¼, said Sec.15; thence S88°20'42"E along the South line of the SW¼ of the NW¼ said Sec. 15, a distance of 722.27 feet to an Iron Pin set at the SW corner of the SE¼ of the NW¼, said Sec.15; thence N1°10'05"E along the East line of the SW¼ of the NW¼, said Sec. 15, a distance of 1319.96 feet to an Iron Pin set at the SW corner of the S1/2 of the NE1/4 or the NW¼ said Sec.15; thence S88°22'04"E along the South line of the S1/2 of the NE¼ of the NW¼ said Sec.15, a distance of 1326.85 feet to an Iron Pin set at the SE corner of the NE1/4 of the NW¼ said Sec. 15; thence N1°05'27"E along the East line of the S1/2 of the NE1/4 of the NW1/4, said Sec.15, a distance of 660.25 feet to the above mentioned true point of beginning containing 50.012 acres. Subject to Easements of record. Said lands are shown on survey Job No. 88-1867-1 dated 8/9/1988 by LS-1252 which consists of one 20.100 acre tract, one 9.323 acre tract and one 20.589 acre tract. Reference Deed is dated April 12, 1963 and is recorded in Book 138 at Page 44 in the Recorder's Office in the Courthouse at Ozark, Christian County, Missouri

Parcel 4
Book: 384 Page: 7839
ID: 11051500000061000

All that part of the Southeast Quarter of the Northwest Quarter lying South and West of a ravine. (The said ravine cutting off approximately 2 acres in a "V" shape along the North and East side of said 40). Also the South 12 acres of the Southwest Quarter of the Northeast Quarter all in Section 15, Township 27, Range 21.

ALSO: All that part of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 15, Township27,Range 21,lying South and West of former U.S. Highway No. 65 (Now NN) (Except: 10 feet off the South side thereof deeded for road purposes).

Parcel 5

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20i

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

Book: 2014 Page: 11199
ID: 11051500000062000

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH TWELVE (12) ACRES THEREOF), IN SECTION 15, TOWNSHIP 27, RANGE 21, IN CHRISTIAN COUNTY, MISSOURI, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

Parcel 6
Book: 2016 Page 16118 (Survey recorded in Book: V Page: 4790)
ID: 11051500000008000

Commencing at a found 5/8" rebar marking the Northwest corner of the South Half of the Northwest Quarter of the Northeast Quarter of Section 15; thence S 88°22'02" E, 544.58 feet; thence S 1°12'55" W, 660.22 feet; thence N 88°21'17" W, 544.58 feet; thence N 1°12'55 E, 659.94 feet to the point of beginning.

Parcel 7
Book: 2023 Page: 10159
ID: 11051500000008002

A portion of the South Half of the Northwest Quarter of the Northeast Quarter of Section 15, Township 27 North, Range 21 West, Christian County, Missouri, being more particularly described as follows:
Commencing at the Northwest corner of said South Half of the Northwest Quarter of the Northeast Quarter of Section 15; thence South 88 degrees 23 minutes 02 seconds East along the North line of said South Half of the Northwest Quarter of the Northeast Quarter a distance of 544.58 feet; thence South 1 degrees 12 minutes 55 seconds West parallel with the West line of said South Half of the South Half of the Northwest Quarter of the Northeast Quarter a distance of 407 .31 feet to the point of beginning of the portion herein being described; thence South 88 degrees 21 minutes 17 seconds East parallel with the South line of said South half of the Northwest Quarter of the Northeast Quarter a distance of 487.53 feet to an intersection with the Westerly right-of-way line of Missouri State Highway - NN; thence South 11 degrees 45 minutes 38 seconds East along said Westerly right-of-way line a distance of 259.99 feet to an intersection with the South line of said South Half of the Northwest Quarter of the Northeast Quarter; thence North 88 degrees 21 minutes 17 seconds West along said South line a distance of 545.91 feet; thence North 1 degrees 12 minutes 55 seconds East parallel with the West line of said South Half of the Northwest Quarter of the Northeast Quarter a distance of 252.91 feet to the point of beginning of the portion herein described, containing 3.00 acres, subject to right-of-ways, easements and restrictions of record.

Parcel 8
Book: 2024 Page: 1792

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20j

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

ID: 11051500000008001

A Portion of the South Half of the Northwest Quarter of the Northeast Quarter of Section 15, Township 27 North, Range 21 West, Christian County, Missouri, being more particularly described as follows:

Commencing at the Northwest Comer of said South Half of the Northwest Quarler of the Northeast Quarter of Section 15; thence South 88°23'02"East along the North Line of said South Half of the Northwest Quarter of the Northeast Quarter a distance of 544.58 feet to the Point of Beginning of the portion herein being described; thence continue South 88°23'02" East along said North line a distance of 393.46feet to an intersection with the Westerly Right-of-Way Line of Missouri State Highway - NN; thence South 11 °45 '38" East along said Westerly Right-of-Way Line a distance of 418.91 feet; thence North 88°21 '17" West Parallel with the South Line of said South Half of the Northwest Quarter of the Northeast Quarter a distance of 487.53 feet; thence North 1°12'55" East Parallel with the West Line of said South Half of the Northwest Quarter of the Northeast Quarter a distance of 407.31 feet to the Point of Beginning of the portion herein described, containing 4.12 Acres, Subject to Right-Of-Ways, Easements and Restrictions of Record.

Parcel 9
Book: 2021 Page: 15596
ID: 11051500000006000

A PART OF THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼,) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 539.57 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER

(SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) AND POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21) AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 (STATE HWY. NN) THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HWY. NN 400 FEET FOR A POINT OF BEG.; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID HWY. NN 273 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH HALF

(S½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21); THENCE WEST 217 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF STATE HWY. NN 272 FEET; THENCE EAST TO THE POINT OF BEGINNING. ALL IN CHRISTIAN COUNTY, MISSOURI.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 20k

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

Parcel 10
Book: 2021 Page: 6166
ID: 11051500000005000

A PART OF THE NORTH HALF {N½} OF THE NORTHWEST QUARTER {NW¼} OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), DESCRIBED AS FOLLOWS:

BEGINNING 539.37 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), SAID POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 (STATE HIGHWAY NN); THENCE WEST 215 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID "OLD" HIGHWAY #65 (STATE HIGHWAY NN) 671 FEET MORE OR LESS TO THE NORTH LINE OF SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21); THENCE EAST 217 FEET; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 673 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT BEGINNING AT POINT 539.57 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), SAID POINT BEING ON THE SOUTH LINE OF SECTION TEN (10), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), AND THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY #65 (STATE HIGHWAY NN); THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NN 400 FEET FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID HIGHWAY NN 273 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21); THENCE WEST 217 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF STATE HWY NN 272 FEET; THENCE EAST TO POINT OF BEGINNING.

Parcel 11
Book: 2015 Page: 13231
ID: 110210004003004000

BEGINNING 539.57 FEET WEST OF THE SE CORNER OF THE SW¼ OF THE SE¼ OF SECTION 10, TOWNSHIP 27, RANGE 21; SAID BEGINNING POINT BEING ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 27, RANGE 21; AND

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. B Original Sheet No. 201

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

SERVICE AREA AGREEMENT BETWEEN OZARK ELECTRIC AND EMPIRE DISTRICT ELECTRIC COMPANY

THE WEST R/W LINE OF OLD HWY #65 (STATE HWY NN): THENCE NORTHWESTERLY ON AN INTERIOR ANGLE OF 77°00' ALONG SAID WEST R/W LINE 219' THENCE WEST ON AN EXTERIOR ANGLE OF 80°30' 213.3'; THENCE SOUTHEASTERLY PARALLEL TO THE WEST R/W LINE OF SAID OLD US HWY 65 (STATE HWY NN), 206'; THENCE EAST 215' TO THE POINT OF BEGINNING, ALL IN CHRISTIAN COUNTY, MISSOURI.

DATE OF ISSUE March 14, 2025 DATE EFFECTIVE April 13, 2025
ISSUED BY Charlotte Emery, Senior Director Rates and Regulatory Affairs, Joplin, MO

Appendix E

VERIFICATION

The undersigned, upon his oath and under penalty of perjury, states as follows: that he is the President, Electric Operations at The Empire District Electric Company d/b/a Liberty (hereinafter referred to as "Liberty"), that he has read the foregoing Joint Application for Approval of Addendum No. 1 to the Third Territorial Agreement and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief. Attorney Diana Carter is authorized by Liberty to make this filing and represent Liberty in this matter. In addition, Liberty has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.


/s/ Timothy Wilson, President - Electric

Appendix F

VERIFICATION

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

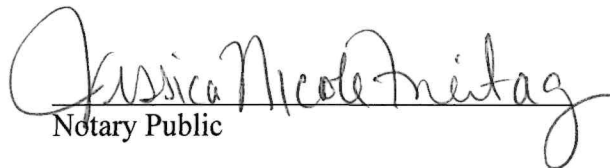
Being first duly sworn, Patrick Oehlschlager states as follows: that he is the CEO/General Manager of Ozark Electric Cooperative ("Ozark") and that he has read the foregoing Joint Application for Approval of Addendum No. 1 to the Third Territorial Agreement and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief. Attorney Shawn Battagler is authorized by Ozark Electric Cooperative to make this filing and represent Ozark in this matter. In addition, Ozark has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.



Patrick Oehlschlager

Subscribed and sworn before me this 21st day of February, 2025.

JESSICA NICOLE FREITAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 2, 2026
LAWRENCE COUNTY
COMMISSION #13265307



Notary Public

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 21st day of March 2025.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

March 21, 2025

File/Case No. EO-2025-0253

MO PSC Staff

Staff Counsel Department
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Shawn Battagler
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**White River Valley Electric
Cooperative, Inc.**

Legal Department
P.O. Box 969
Branson, MO 65615

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.