

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING
CITY HALL
COUNCIL CHAMBERS
105 E. CENTER ST., SIKESTON MO
MONDAY, JUNE 27, 2022
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 1st & 2nd Reading, Emergency Bill #6268, BMU/Comstock Substation Agreement
 - B. 1st Reading, Bill #6270, Sewer Rate Increase
 - C. 1st & 2nd Reading, Emergency Bill #6269, Request to Subdivide Tract of land at 1330 S. Main St.
 - D. Request for Conditional Use Variance for In-Home Dog Grooming Business at 506 E. Center St.
 - E. Briefing on Derelict Vehicle Enforcement Procedures
 - F. Consideration of Legion Park West Conceptual Plan
 - G. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 21st day of June 2022.

Rhonda Council

Rhonda Council, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Rhonda Council at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.



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Rick Landers, General Manager

6/14/22

Sikeston City Council
105 E Center
Sikeston, Mo 63801

RE: Comstock Substation Agreements

Dear Council Members,

The BMU has been working for some time to draft the documents for the construction of a new substation near the power plant. This substation project includes selling 25% of the capacity on our existing 161 kv power line. Once completed, the new substation and the existing transmission line will be jointly owned by Sikeston, Ameren, and the Missouri Electric Utility Commission (MEUC), of which Sikeston is a member. Sikeston will remain the majority owner of all jointly owned facilities.

This began as an effort to support an economic development project for the City of New Madrid. While the original industry did not materialize, another one has emerged. This project is still close to the original project's intent.

Through the examination it became clear that there were benefits to all parties in participating in jointly owned facilities. It allows the City of New Madrid to become a member of the Midcontinent Independent System Operator (MISO) system and supply power to their new industry. It allows Sikeston to reduce cost increases coming from both the expiration of the contract to use the Southwestern Power Administration owned substation adjacent to our plant and future maintenance on the 161 kv power line.

Sikeston's involvement that requires approval of both BMU and City includes:

- 1) Sikeston providing the land for the new substation and maintaining sole ownership of such land.
- 2) Sikeston becoming owner of substation equipment assets in the new jointly owned substation. These assets cover needs of both the power plant and the City's distribution system.
- 3) Sikeston granting Ameren and MEUC an easement at the new substation site.
- 4) Sikeston selling a 25% interest in our current 161 kv power line.
- 5) Sikeston selling Ameren and MEUC an option to rebuild our line in a manner that serves the interest of both parties and increases the line capacity.
- 6) Sikeston assigning use of our existing easements for the 161 kv transmission line to Ameren and MEUC.

These items are covered by (1) a Joint Ownership Agreement, (2) a Purchase Agreement, and (3) an Option to Purchase Agreement.

In addition, inside the Option to Purchase Agreement there are Bill of Sale and Partial Assignment of Easement documents that the City must also execute.

The BMU Board approved these documents in their April 12, 2022 regular meeting.

This project is an economic benefit to Sikeston and the local area. It also establishes a Sikeston owned grid connected facility so that we are not dependent upon another entity for the electrical interconnections that will allow Sikeston additional benefits and options in the future.

On behalf of the BMU Board, I hereby request the Council's consideration and approval of these agreements.

Sincerely,

A handwritten signature in blue ink that reads "Rick Landers". The signature is written in a cursive style with a large initial "R".

Rick Landers
BMU General Manager

**JOINT OWNERSHIP AGREEMENT BY AND AMONG
AMEREN TRANSMISSION COMPANY OF ILLINOIS,
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION AND
THE CITY OF SIKESTON AND THE BOARD OF MUNICIPAL UTILITIES OF THE CITY OF
SIKESTON, MISSOURI**

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JOINT OWNERSHIP AGREEMENT

This Joint Ownership Agreement (this "Agreement") is entered into as of the ___ day of _____, 2022 (the "Execution Date"), by and among Ameren Transmission Company of Illinois, with offices at 1901 Chouteau Avenue, St. Louis, Missouri 63103 ("ATXI"), the Missouri Joint Municipal Electric Utility Commission, a Missouri joint action agency, with offices at 1808 I-70 Dr. Southwest, Columbia, Missouri 65203 ("MJMEUC") and the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, "Sikeston") collectively hereinafter referred to as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, ATXI, MJMEUC, Sikeston and the City of New Madrid, Missouri ("New Madrid") have entered into a Memorandum of Understanding for Joint Transmission Project Development ("MOU") effective as of March 31, 2020 to jointly collaborate in the development, design and financing of: (a) ATXI's construction of an eight position, 161 kV substation (the "Comstock Substation") near the existing Southwest Power Administration Sikeston Substation (the "SPA Sikeston Substation"); (b) ATXI's construction of the Sikeston Owned Area Connections; (c) ATXI's construction of a 161 kV tap (the "Reelfoot 161 kV Tap") off the Existing Transmission Line (defined below), located near the existing substation of Southwest Power Administration New Madrid ("SPA New Madrid"); and (d) ATXI's construction of a 1.2 mile, 161 kV transmission line (the "New Transmission Line") to interconnect the Existing Transmission Line to the North Primary Substation, owned by the City of New Madrid, Missouri ("New Madrid"); and

WHEREAS, Pursuant to that certain Construction Agreement dated as of the date hereof by and between ATXI and Sikeston (the "Construction Agreement"), ATXI intends to construct and transfer to Sikeston certain, specific Transmission Facilities located at the Comstock Substation and the Sikeston Owned Area Connections from ATXI (the "Sikeston Breaker Station Assets"); and

WHEREAS, The assets to be jointly owned between ATXI and MJMEUC in the Comstock Substation, the Reelfoot 161 kV Tap, and the New Transmission Line are collectively defined and referred to herein as the "Constructed Transmission Facilities"; and

WHEREAS, Sikeston intends to sell to ATXI and MJMEUC a combined, 25% undivided ownership share of Sikeston's existing 161 kV transmission line that as of the date hereof connects the SPA Sikeston Substation to the New Madrid Substation, owned by Associated Electric Cooperative, Inc., as will be upgraded by ATXI by constructing a new, 0.2-mile line extension that will interconnect the SPA Sikeston Substation to the Comstock Substation as part of the Project prior to Sikeston's sale of such undivided ownership interest to ATXI and MJMEUC and that will ultimately interconnect the Comstock Substation to the City of New Madrid's North Primary Substation (the "Existing Transmission Line"); and

WHEREAS, Sikeston intends to sell to ATXI a twelve and three quarters (12.75%) interest in the Existing Transmission Line; and

WHEREAS, Sikeston intends to sell to MJMEUC a twelve and one quarter (12.25%) interest in the Existing Transmission Line; and

WHEREAS, the Constructed Transmission Facilities, the Sikeston Breaker Station Assets and the Existing Transmission Line are collectively defined and referred to herein as the "Project"; and

WHEREAS, ATXI, MJMEUC, Sikeston intend to work together to develop, design, construct, own, operate and maintain the Project; and

WHEREAS, ATXI and MJMEUC intend to jointly own the portions of the Constructed Transmission Facilities and the Existing Transmission Line, the Existing Transmission Line as acquired by each of ATXI and MJMEUC from Sikeston; and

WHEREAS, the portions of the Project jointly owned by ATXI and MJMEUC will be put under MISO control; and

WHEREAS, the Existing Transmission Line will be placed under the functional (operational) control of MISO, who will act as the Reliability Coordinator; and

WHEREAS, the Sikeston Breaker Station Assets will initially remain outside of MISO control, however, Sikeston retains the right to include the Sikeston Breaker Station Assets in the RTO of its choice in the future; and

WHEREAS, Sikeston's undivided ownership interest in the Existing Transmission Line will initially remain outside the MISO market, however, Sikeston retains the right to include its share of the Existing Transmission Line in the RTO/market of its choice in the future; and

WHEREAS, ATXI, MJMEUC and Sikeston each desire to operate and maintain all assets that constitute the Project in accordance with the terms and conditions of that certain Operations and Maintenance Services Agreement, dated as of the date hereof by and among ATXI, MJMEUC, and Sikeston (the "O&M Agreement"); and

WHEREAS, the Parties desire to memorialize certain of the terms and conditions by which they will, among other things jointly own and invest in the Project.

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. Defined Terms. Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred in this Section 1.1.

1.1.1. Reserved.

1.1.2. Affiliate of a specified Party means any other Person other than a natural person, directly or indirectly controlling, controlled by, or under common control with the first such Party specified. For purposes of this Agreement, the term "control" (including its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or membership or other ownership interests, by contract or otherwise). For clarification, the Parties are not Affiliates of one another.

1.1.3. AFUDC means Allowance For Funds Used During Construction.

1.1.4. AFUDC Equity means the capitalized portion of AFUDC associated with equity financing.

1.1.5. Agreement has the meaning set forth in the introductory paragraph of this Agreement.

1.1.6. ATXI has the meaning set forth in the introductory paragraph of this Agreement.

1.1.7. ATXI Lenders means, collectively, any lender, secured party, trustee, bondholder, noteholder and other financing party granted collateral assignment of or security in all or substantially all of ATXI's assets in the Project, in any of the ATXI Ownership Interest or in any of ATXI's rights under this Agreement. The initial ATXI Lenders, if any, are identified on *Exhibit 2.2.4*, as such Exhibit may be revised from time to time by ATXI.

1.1.8. ATXI Ownership Interest means, on and after the Execution Date, the ownership of the Project Transmission Facilities by ATXI and, on and after the Closing, ATXI's Participation Percentage undivided ownership interest in the Constructed Transmission Facilities, as a tenant in common with MJMEUC and ATXI's Transmission Ownership Interest to be acquired from Sikeston at the Closing, and thereafter as it exists from time to time.

1.1.9. ATXI's Participation Percentage means fifty-one percent (51%) for the Constructed Transmission Facilities; as such percentage may be increased by mutual agreement of the Parties.

1.1.10. ATXI Transmission Facilities means collectively all Transmission Facilities owned by ATXI from time to time.

1.1.11. ATXI Transmission Ownership Interest means ATXI's twelve and $\frac{3}{4}$ percent (12.75%) undivided ownership interest in the Existing Transmission Line, as a tenant-in-common with Sikeston and MJMEUC as of the Closing, and thereafter as it exists from time to time.

1.1.12. Arbitral Award has the meaning set forth in Section 14.2.2.

1.1.13. Arbitration Panel has the meaning set forth in Section 14.2.1.

1.1.14. Bankruptcy Event means, with respect to any Party, that such Party (i) has filed a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) has any such petition filed or commenced against it and such petition is not dismissed within 60 days, (iii) makes an assignment or any general arrangement for the benefit of creditors, (iv) otherwise becomes bankrupt or insolvent, (v) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (vi) is generally unable to pay its debts as they fall due.

1.1.15. Business Day means any day other than Saturday, Sunday and any day, which is a legal holiday, or a day on which banking institutions in St. Louis, Missouri are authorized by Requirements of Law to be closed for the day.

1.1.16. Capital Costs has the meaning set forth in Section 6.1.

1.1.17. Claims has the meaning set forth in Sections 12.1.

1.1.18. Closing has the meaning set forth in Section 4.1.

1.1.19. Confidential Information has the meaning set forth in Section 15.1.

1.1.20. Construct means to plan, design, engineer, license, acquire (including right-of-way), construct, complete, own, replace or reconstruct the Project. The derivations of Construct, such as Constructs, Construction, Constructing and Constructed have correlative meanings.

1.1.21. Default Interest means, with respect to the amount of any Payment Default, interest at the rate calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii) plus 200 basis points accruing from the due date of the payment or reimbursement giving rise to such Payment Default through the date such amount is paid to the non-defaulting Party.

1.1.22. Discloser means a Party that discloses Confidential Information to another Party.

1.1.23. Dispute Notice has the meaning set forth in Section 14.2.2.

1.1.24. Due Diligence means the exercise of good faith efforts to perform a required act on a timely basis and in accordance with Good Utility Practice.

1.1.25. Reserved.

1.1.26. Emergency Condition means any imminent or existing outage or other matter or condition occurring with respect to the Project for any reason, including as a result of Force Majeure, which, in the judgment of ATXI or Sikeston, exercised in accordance with Good Utility Practice, needs to be addressed on an emergency basis to preserve the reliability and integrity of the Project or other Transmission Facilities or to limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

1.1.27. Reserved.

1.1.28. Event of Default has the meaning set forth in Section 11.1.

1.1.29. Execution Date has the meaning set forth in the introductory paragraph of this Agreement.

1.1.30. Existing Transmission Line Ownership Interest means a twenty-five percent (25%) ownership interest in the Existing Transmission Line to be acquired by ATXI and MJMEUC from Sikeston.

1.1.31. FERC means the Federal Energy Regulatory Commission or its successor federal agency.

1.1.32. FERC Uniform System of Accounts means the Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act, 18 C.F.R. Part 101.

1.1.33. Force Majeure has the meaning set forth in Section 10.1.

1.1.34. Foreclosed Party has the meaning set forth in Section 13.6.

1.1.35. Good Utility Practice means any of the applicable practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results in a good faith, nondiscriminatory manner and at a reasonable cost consistent with good

business practices, reliability, safety and expedition, giving due regard to all applicable Requirements of Law. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of all others, but rather shall mean all acceptable practices, methods, or acts generally accepted in the region, as they may be applicable to the Parties.

1.1.36. Governmental Authority means any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including the MoPSC, NERC and FERC, and any of their subsidiaries. For the avoidance of doubt, MISO is not a Governmental Authority.

1.1.37. Indemnified Party has the meaning set forth in Section 12.2.

1.1.38. Indemnifying Party has the meaning set forth in Section 12.2.

1.1.39. Reserved.

1.1.40. Interest means, with respect to any amount due under this Agreement, interest at the rate calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii) accruing through the due date of the payment or reimbursement of such amount, except when the express terms of this Agreement require Default Interest.

1.1.41. Joint Defense Agreement means the form of joint defense agreement attached hereto as *Exhibit 1.1.41* and incorporated herein, among ATXI, MJMEUC and Sikeston that provides in detail the support that each Party will provide in the relevant regulatory proceedings and the costs, if any, that one Party will be entitled to have reimbursed by another Party or Parties.

1.1.42. Jointly Owned Facilities means the Transmission Facilities that are to be jointly owned between ATXI and MJMEUC or Sikeston, or all Parties as partial owners and tenants-in-common. This includes the Constructed Transmission Facilities and the Existing Transmission Line. For the purposes of clarity, Jointly Owned Facilities exclude the Sikeston Comstock Substation Assets that will be constructed by ATXI pursuant to the Construction Agreement and discretely owned by Sikeston following Closing.

1.1.43. Lender Approvals means, with respect to a Party, any consents or approvals of, or notices to, any lender, secured party, trustee, bondholder, noteholder or other financing party (including with respect to MJMEUC, the MJMEUC Lenders, if any, with respect to ATXI, the ATXI Lenders, if any, and with respect to Sikeston, the Sikeston Lenders, if any) that are required under any security, loan or financing document pertaining to such Party in connection with this Agreement, including any such consents or approvals to fully discharge and release any encumbrance, lien and security interest (other than Permitted Encumbrances) burdening or otherwise affecting any of the rights, interests, benefits, opportunities or other assets being assigned by such Party to another Party or Parties in connection with this Agreement.

1.1.44. Major Decisions has the meaning set forth in Section 5.1.1.

1.1.45. Material Adverse Effect means, with respect to the Party making a representation or warranty, any change or effect that has a material adverse effect on (a) the business or financial condition of such Party, (b) the ability of such Party to perform its obligations or receive the contemplated benefits under this Agreement, (c) the prospects of consummating the transactions contemplated by this Agreement, or (d) carrying out the Construction of the Project as contemplated by this Agreement.

1.1.46. Members means the members of MJMEUC set forth on *Exhibit 1.1.46*, and any Person that may become a member of MJMEUC subsequent to the Execution Date.

1.1.47. MISO means the Midcontinent Independent System Operator, Inc. or its successor that is a regional transmission organization.

1.1.48. MISO OATT means MISO's Open Access Transmission, Energy and Operating Reserves Market Tariff on file with, and accepted for filing by, FERC.

1.1.49. MJMEUC has the meaning set forth in the introductory paragraph of this Agreement.

1.1.50. Reserved.

1.1.51. MJMEUC Lenders means, collectively, any lender, secured party, trustee, bondholder, noteholder and other financing party granted collateral assignment of or security in all or substantially all of MJMEUC's assets in the Project, in any of the MJMEUC Ownership Interest or in any of MJMEUC's rights under this Agreement. The initial MJMEUC Lenders, if any, are identified on *Exhibit 2.1.4*, as such Exhibit may be revised from time to time by MJMEUC.

1.1.52. MJMEUC Ownership Interest means MJMEUC's Participation Percentage undivided ownership interest in the Constructed Transmission Facilities with ATXI as a tenant in common, to be assigned from ATXI at the Closing, and MJMEUC's Transmission Ownership Interest, to be assigned from ATXI at the Closing and thereafter as it exists from time to time.

1.1.53. MJMEUC's Participation Percentage means forty-nine percent (49%) for the Constructed Transmission Facilities; as such percentage may be decreased by mutual agreement of the Parties.

1.1.54. MJMEUC Transmission Facilities means collectively all Transmission Facilities owned by MJMEUC from time to time.

1.1.55. MJMEUC Transmission Ownership Interest means MJMEUC's twelve and one quarter percent (12.25%) undivided ownership interest in the Existing Transmission Line, as a tenant-in-common with Sikeston and ATXI as of the Closing, and thereafter as it exists from time to time.

1.1.56. MoPSC means the Missouri Public Service Commission or any successor regulatory agency.

1.1.57. NERC means the North American Electric Reliability Corporation or any successor reliability organization designated pursuant to Pub. L. 109-58, Aug. 8, 2005, 119 Stat. 594, as amended, known as the Energy Policy Act of 2005.

1.1.58. Net Book Value means the original cost of property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements reduced by accumulated depreciation associated with the property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements, such property, plant and equipment having been reduced by any amount(s) received from any customer(s) as a contribution in aid of construction, in all cases in accordance with the FERC Uniform System of Accounts.

1.1.59. Net PP&E means the net property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements reduced by accumulated depreciation associated with the property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements, such property, plant and equipment having been reduced by any amount(s) received from any customer(s) as a contribution in aid of construction, in all cases in accordance with the FERC Uniform System of Accounts.

1.1.60. Operating Costs has the meaning set forth in Section 6.2.

1.1.61. Operation means to operate, maintain, manage, repair, renew, add, modify, retire, decommission, abandon or dispose of the Project. The derivations of Operate, such as Operates, Operation, Operating, and Operated, have correlative meanings.

1.1.62. Reserved.

1.1.63. Ownership Interest means the MJMEUC Ownership Interest, the ATXI Ownership Interest, the Sikeston Ownership Interest or all or any of them, as the context requires.

1.1.64. Participation Percentage means MJMEUC's Participation Percentage, or ATXI's Participation Percentage, as the context requires.

1.1.65. Participation Price has the meaning set forth in Section 4.4.3.

1.1.66. Party and Parties have the meanings set forth in the introductory paragraph of this Agreement.

1.1.67. Payment Default Notice has the meaning set forth in Section 11.1.1.

1.1.68. Permits has the meaning set forth in Section 4.4.4(d).

1.1.69. Permitted Encumbrances means (a) liens, charges, encumbrances and exceptions for taxes and other governmental charges and assessments (including special assessments) that are not yet due and payable, or if due and payable, are being contested in good faith and by appropriate proceedings and for which ATXI shall have provided adequate security, in the reasonable judgment of MJMEUC and Sikeston, with any action to foreclose or attach the Project on account thereof properly stayed; (b) liens, charges, encumbrances or imperfections in title that do not materially detract from the value of or materially impair the intended use of the Project affected by such lien, charge, encumbrance or imperfection (expressly excluding any monetary liens or encumbrances, mechanic's liens, liens for taxes due and payable, judgments, fines or penalties, all of which ATXI shall list on **Exhibit 4.4.4**, and fully remove and discharge at or before Closing unless expressly agreed to in writing by MJMEUC and Sikeston); (c) liens, charges, encumbrances or imperfections created by or resulting from the acts or omissions of MJMEUC or Sikeston; (d) any encumbrances on Project assets created or permitted by Project Documents; (e) encumbrances created or permitted by Requirements of Law, including zoning and land use laws, ordinances and regulations, now or hereafter in effect, so long as such requirements do not materially detract from the value of or materially impair the intended use of the Property; and (f) liens or charges for liquidated amounts arising in the ordinary course incidental to the use of the Project and that will be paid by ATXI in the ordinary course of business prior to Closing or, if delinquent, that are being contested in good faith and by appropriate proceedings and for which ATXI shall have provided adequate security, in the reasonable judgment of MJMEUC and Sikeston, with any action to foreclose or attach the Project on account thereof properly stayed, all of which such delinquent liens and charges ATXI shall list on **Exhibit 4.4.4**.

1.1.70. Person means any individual, partnership, limited liability company, firm, association, joint venture, cooperative, corporation, trust, unincorporated organization, Governmental Authority or other entity.

1.1.71. Project has the meaning set forth in the Recitals hereto, and includes all of the assets specifically described on Schedule A.

1.1.72. Project Committee has the meaning set forth in Section 5.1.

1.1.73. Project Documents has the meaning set forth in Section 4.4.4(e).

1.1.74. Project's Original Net PP&E means, with respect to the Project, the aggregate (without duplication) of ATXI's Net PP&E and MJMEUC's Net PP&E, if any, as of the time the Project is put in service (after taking into account the costs incurred to complete the Project, including such costs incurred after the Project is put in service), as determined in accordance with this Agreement.

1.1.75. Reserved.

1.1.76. Recipient means any Party that receives Confidential Information from another Party or Parties.

1.1.77. Regulatory Approvals means, with respect to a Party, any approvals or acceptances it must obtain in connection with this Agreement (i) from FERC, (ii) from the MoPSC and any other applicable state utilities or public service commissions, and (iii) from MISO. The Regulatory Approvals do not include Permits.

1.1.78. Related Party means, with respect to a Party, the Party's Affiliates, parents, subsidiaries, members, managers, directors, officers, contractors, employees, agents, Representatives and attorneys.

1.1.79. Reliability Standards and Reliability Standard Requirements have the meanings promulgated by NERC.

1.1.80. Representatives means, with respect to any Person, to the extent engaged by such Person for activities contemplated, any member, shareholder, officer, director, principal, agent, third party advisor (such as attorneys, accountants and consultants), employee or other representative or advisor of such Person.

1.1.81. Requirements of Law means any applicable federal, state, county or local laws (including common law), statutes, regulations, rules, orders, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority or MISO, including any tariff accepted for filing and effective, which is applicable to the Project or the Parties.

1.1.82. ROFR has the meaning set forth in Section 13.5.

1.1.83. RTO means a regional transmission operator.

1.1.84. Secured Person has the meaning set forth in Section 13.7.

1.1.85. Sikeston has the meaning set forth in the introductory paragraph of this Agreement.

1.1.86. Sikeston Breaker Station Ownership Interest means Sikeston’s discrete ownership of the Sikeston Comstock Substation Assets, to be acquired from ATXI at the Closing, and thereafter as it exists from time to time.

1.1.87. Sikeston Comstock Substation Assets means those certain assets located at the Comstock Substation, to be conveyed to Sikeston by ATXI at the Closing, as set forth under the Construction Agreement.

1.1.88. Sikeston Lenders means, collectively, any lender, secured party, trustee, bondholder, noteholder and other financing party granted collateral assignment of or security in all or substantially all of Sikeston’s assets in the Project, in any of the Sikeston Ownership Interest or in any of Sikeston’s rights under this Agreement. The initial Sikeston Lenders, if any, are identified on *Exhibit 2.3.4*, as such Exhibit may be revised from time to time by Sikeston.

1.1.89. Sikeston Owned Area Connections means certain associated area connections and other adjacent assets owned by Sikeston and required to interconnect the Comstock Substation to the SPA Sikeston Substation, as more particularly referred to on the one-line Diagram of the Project attached hereto as *Exhibit 1.1.89* as COMS-SKST 2 (SBMU), but specifically excluding those connections referred to on *Exhibit 1.1.89* as MINR-COMS-7224 (AMMO), COMS-SKST-7513 (AMMO) and COMS-NMAD-7608 (ATXI/MJMEUC/SBMU), Sikeston Retail 69 kV (SBMU), Sikeston S/U Xfmr (SBMU) and Sikeston Gen (SBMU).

1.1.90. Sikeston Ownership Interest means the Sikeston Breaker Station Ownership Interest and the Sikeston Transmission Ownership Interest.

1.1.91. Reserved.

1.1.92. Reserved.

1.1.93. Sikeston Transmission Facilities means collectively all Transmission Facilities owned by Sikeston from time to time.

1.1.94. Sikeston Transmission Ownership Interest means Sikeston’s seventy-five percent (75%) undivided ownership interest in the Existing Transmission Line, as a tenant in common with ATXI and MJMEUC as of the Closing, and thereafter as it exists from time to time.

1.1.95. Reserved.

1.1.96. Third Party Conveyance has the meaning set forth in Section 13.5.

1.1.97. Transfer means any transfer, sale, assignment, lease, gift, distribution, encumbrance or alienation or other form of disposition or conveyance, including a transfer pursuant to a judicial or non-judicial foreclosure, whether voluntary, involuntary, or by operation of law, or pursuant to a merger, consolidation, sale of assets or other reorganization, or any attempted disposition in any manner whatsoever. Transferred, as a derivation of Transfer, shall have correlative meaning.

1.1.98. Transmission Facilities means the tangible assets, real property interests, infrastructure and facilities, owned by a Party and used to transmit or deliver power and energy for resale in or through the State of Missouri, including equipment, feeders, lines, substations, switches, transformers and such other assets as may be designated “transmission” by the MoPSC, FERC, MISO, or other applicable

regulatory agency, including facilities not controlled by MISO, if such facilities are used for delivery of power and energy for resale in the State of Missouri.

1.2. Interpretation. In this Agreement and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:

1.2.1. The singular includes the plural and vice versa.

1.2.2. Reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement and reference to a Person in a particular capacity excludes such Person in any other capacity.

1.2.3. Reference to any gender includes each other gender.

1.2.4. Reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof.

1.2.5. Reference to any Section, Schedule or Exhibit means such Section, Schedule or Exhibit to this Agreement, and references in any Section, Schedule, Exhibit or definition to any clause means such clause of such Section, Schedule, Exhibit or definition.

1.2.6. The captions and section headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement.

1.2.7. Any capitalized terms used but not defined herein shall have the meanings ascribed in the MISO OATT, and any technical terms used, except as defined herein or in the MISO OATT, shall have the same meaning and effect as may be ascribed in the electrical transmission industry.

1.2.8. "Hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof.

1.2.9. "Including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

1.2.10. Relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including".

1.2.11. "Any" means "any and all".

1.2.12. Reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

1.2.13. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

1.3. Construction. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

2. REPRESENTATIONS AND WARRANTIES.

2.1. MJMEUC Representations and Warranties. Subject to MJMEUC's receipt of any Regulatory Approvals and Lender Approvals, as of the Execution Date, MJMEUC represents and warrants to ATXI and Sikeston as follows:

2.1.1. Organization and Existence. MJMEUC is a duly organized and validly existing Missouri joint action agency formed and in good standing under the laws of the State of Missouri.

2.1.2. Execution, Delivery and Enforceability. MJMEUC has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of MJMEUC. Assuming ATXI's and Sikeston's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligations of MJMEUC, enforceable against MJMEUC in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

2.1.3. No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, will (i) violate MJMEUC's articles of organization, operating agreement or any other organizational document, each as amended to date; (ii) violate any Requirements of Law as applicable to MJMEUC or any effective resolution of MJMEUC, each as amended to date, in a manner that could cause a Material Adverse Effect; (iii) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (A) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to MJMEUC or the MJMEUC Transmission Facilities or (B) any Requirements of Law or any judgment, order or decree applicable to MJMEUC or the MJMEUC Transmission Facilities, which violation or default could create a Material Adverse Effect; or (iv) result in the imposition or creation of any lien or encumbrance upon or with respect to (y) any of the MJMEUC Transmission Facilities that could create a Material Adverse Effect and/or (z) any portion of the Project.

2.1.4. No Consents. No consent or approval of, filing with or notice to any Person, including any Member, is required to be obtained or made by MJMEUC in connection with MJMEUC's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby except as set forth on *Exhibit 2.1.4*.

2.2. ATXI Representations and Warranties. Subject to ATXI's receipt of any Regulatory Approvals and Lender Approvals, as of the Execution Date, ATXI represents and warrants to MJMEUC and Sikeston as follows:

2.2.1. Organization and Existence. ATXI is a duly organized and validly existing corporation in good standing under the laws of the State of Illinois.

2.2.2. Execution, Delivery and Enforceability. ATXI has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of ATXI. Assuming MJMEUC's and Sikeston's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding

obligation of ATXI, enforceable against ATXI in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

2.2.3. No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, will (i) violate ATXI's organizational documents, each as amended to date; (ii) violate any Requirements of Law as applicable to ATXI or any effective resolution of ATXI, each as amended to date, in a manner that could cause a Material Adverse Effect; (iii) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (A) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to ATXI or ATXI's Transmission Facilities or (B) any Requirements of Law or any judgment, order or decree applicable to ATXI or ATXI's Transmission Facilities, which violation or default could create a Material Adverse Effect; or (iv) result in the imposition or creation of any lien or encumbrance upon or with respect to (y) any of the ATXI Transmission Facilities that could create a Material Adverse Effect and/or (z) any portion of the Project.

2.2.4. No Consents. No consent or approval of, filing with or notice to any Person is required to be obtained or made by ATXI in connection with ATXI's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, except as set forth on ***Exhibit 2.2.4.***

2.2.5. Title. ATXI has good and marketable title in and to the Project and, as of the Closing, the Transferred Ownership Interest free and clear of all liens, charges, and encumbrances other than Permitted Encumbrances.

2.3. Sikeston Representations and Warranties. Subject to Sikeston's receipt of any Regulatory Approvals and Lender Approvals, as of the Execution Date, Sikeston represents and warrants to ATXI and MJMEUC as follows:

2.3.1. Organization and Existence. The City of Sikeston, Missouri is a special charter city under charter adopted in 2002. The Board of Municipal Utilities of the City of Sikeston is a division of the City of Sikeston established in accordance with Missouri Revised Statutes Section 91.450, 91.480 and 91.490 and Section 130.200 of Article IV of Chapter 130 of the ordinances of the City of Sikeston including the powers set forth in Section 130.360.3 of the ordinances of the City of Sikeston. The City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston are duly organized and validly existing, formed and in good standing under the laws of the State of Missouri.

2.3.2. Execution, Delivery and Enforceability. Sikeston has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of Sikeston. Assuming ATXI's and MJMEUC's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligations of Sikeston, enforceable against Sikeston in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

2.3.3. No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, will (i) violate the charter of the City of Sikeston or any governing or other organizational documents of the City of Sikeston or the Board of Municipal Utilities of the City of Sikeston, each as amended to date; (ii) violate any Requirements of Law as applicable to Sikeston or any effective resolution of Sikeston, each as amended to date, in a manner that could cause a Material Adverse Effect; (iii) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (A) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to Sikeston or the Sikeston Transmission Facilities or (B) any Requirements of Law or any judgment, order or decree applicable to Sikeston or the Sikeston Transmission Facilities, which violation or default could create a Material Adverse Effect; or (iv) result in the imposition or creation of any lien or encumbrance upon or with respect to (y) any of the Sikeston Transmission Facilities that could create a Material Adverse Effect and/or (z) any portion of the Project.

2.3.4. No Consents. No consent or approval of, filing with or notice to any Person, including any Member, is required to be obtained or made by Sikeston in connection with Sikeston's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby except as set forth on *Exhibit 2.3.4.*

2.3.5. Property Rights. Prior to Closing, Sikeston has or will obtain all easements, property rights, and permits (the "Property Rights") necessary for ATXI and MJMEUC to have sufficient access to the Existing Transmission Line to maintain, replace, renew and operate their interests in the Existing Transmission Line after Closing, and, to the extent such Property Rights are assignable, Sikeston hereby represents and warrants that it has the authority to partially assign the Property Rights to ATXI and MJMEUC pursuant to Section 4.4.4 of this Agreement. However, in the event Sikeston is unable to obtain the Property Rights prior to Closing, Sikeston shall indemnify and hold harmless ATXI and MJMEUC from any liabilities or obligations which may arise because of a failure of Sikeston to hold or obtain and partially assign the Property Rights to ATXI and MJMEUC.

2.4. Disclaimers.

2.4.1. By MJMEUC. Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement or in any agreement, certificate or document executed and delivered to ATXI or Sikeston with respect to the transactions contemplated by this Agreement, MJMEUC is not making any other express or implied representation or warranty with respect to the transactions contemplated by this Agreement, and MJMEUC disclaims any other representations or warranties, whether made by it or any Related Party of MJMEUC, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims ATXI or Sikeston may have for breach of representation or warranty must be based solely on the representations and warranties of MJMEUC set forth in this Agreement or in any agreement, certificate or document executed and delivered to ATXI or Sikeston with respect to the transactions contemplated by this Agreement. In furtherance of the foregoing, except for the MJMEUC representations and warranties in favor of ATXI or Sikeston contained in this Agreement or in any agreement, certificate or document executed and delivered to ATXI or Sikeston with respect to the transactions contemplated by this Agreement, ATXI and Sikeston acknowledge and agree that none of MJMEUC or any of its Related Parties or any other Person will have or be subject to any liability to ATXI or Sikeston, their Related Parties or any other Person for, and MJMEUC hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to ATXI or Sikeston or any of ATXI's Representatives or Sikeston's Representatives in connection with the transactions contemplated hereby (including any opinion, information, projection,

or advice that may have been or may be provided to ATXI or ATXI's Representatives or Sikeston or Sikeston's Representatives by any MJMEUC Representative).

2.4.2. By ATXI. Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or Sikeston with respect to the transactions contemplated by this Agreement, ATXI is not making any other express or implied representation or warranty with respect to the transactions contemplated by this Agreement, and ATXI disclaims any other representations or warranties, whether made by it or any Related Party of ATXI, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims MJMEUC or Sikeston may have for breach of representation or warranty must be based solely on the representations and warranties of ATXI set forth in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or Sikeston with respect to the transactions contemplated by this Agreement. In furtherance of the foregoing, except for the ATXI representations and warranties in favor of MJMEUC or Sikeston contained in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or Sikeston with respect to the transactions contemplated by this Agreement, MJMEUC and Sikeston acknowledge and agree that none of ATXI or any of its Related Parties or any other Person will have or be subject to any liability to MJMEUC or Sikeston, its Related Parties or any other Person for, and ATXI hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to MJMEUC or Sikeston or any of MJMEUC's Representatives or Sikeston's Representatives in connection with the transactions contemplated hereby (including any opinion, information, projection, or advice that may have been or may be provided to MJMEUC or MJMEUC's Representatives or Sikeston or Sikeston's Representatives by any ATXI Representative).

2.4.3. By Sikeston. Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or ATXI with respect to the transactions contemplated by this Agreement, Sikeston is not making any other express or implied representation or warranty with respect to the transactions contemplated by this Agreement, and Sikeston disclaims any other representations or warranties, whether made by it or any Related Party of Sikeston, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims MJMEUC or ATXI may have for breach of representation or warranty must be based solely on the representations and warranties of Sikeston set forth in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or ATXI with respect to the transactions contemplated by this Agreement. In furtherance of the foregoing, except for the Sikeston representations and warranties in favor of MJMEUC or ATXI contained in this Agreement or in any agreement, certificate or document executed and delivered to MJMEUC or ATXI with respect to the transactions contemplated by this Agreement, MJMEUC and ATXI acknowledge and agree that none of Sikeston or any of its Related Parties or any other Person will have or be subject to any liability to MJMEUC or ATXI, its Related Parties or any other Person for, and Sikeston hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to MJMEUC or ATXI or any of MJMEUC's Representatives or ATXI's Representatives in connection with the transactions contemplated hereby (including any opinion, information, projection, or advice that may have been or may be provided to MJMEUC or MJMEUC's Representatives or ATXI or ATXI's Representatives by any Sikeston Representative).

3. EFFECTIVE DATE, TERM, AND TERMINATION.

3.1. Effective Date and Term. This Agreement shall become effective upon the Execution Date, except as follows: any provision of this Agreement for which ATXI is required to obtain Regulatory

Approvals before it may be effective shall not be effective until the applicable regulatory body permits it to go into effect. Each provision of this Agreement, once effective, shall continue in full force and effect until terminated in accordance with the provisions hereof.

3.2. Termination. Subject to Section 3.3, this Agreement shall terminate if one or more of the following events occur:

3.2.1. the Project is damaged and destroyed and the Parties elect not to repair or reconstruct (or cannot reach agreement on whether to repair or reconstruct) the damaged or destroyed Project in accordance with Section 9.1;

3.2.2. the Project is retired and decommissioned in accordance with Section 10.4;

3.2.3. all or substantially all of the Project is condemned or otherwise subject to a taking by a Governmental Authority;

3.2.4. all of the Ownership Interests in the Project are owned by only one Party;

3.2.5. a Regulatory Approval or Lender Approval with respect to the Project is:

(a) not obtained; or

(b) includes terms and conditions materially different from those requested by one of the Parties and has a Material Adverse Effect on any of the Parties; provided, however, that prior to any termination, the Parties shall proceed in accordance with Section 4.3.2 and such renegotiation as is required thereunder is not successfully concluded; or

(c) in the case of a Regulatory Approval, is overturned on appeal thus limiting the legal ability of a Party to pursue the Project; provided, however, prior to any termination, the Parties shall proceed in accordance with Section 4.3.2 and such renegotiation as is required thereunder is not successfully concluded;

3.2.6. by mutual written agreement of the Parties.

3.3. Effect of Termination.

3.3.1. In no event may this Agreement terminate until the Parties have complied with all Requirements of Law applicable to such termination and obtained any Regulatory Approvals in connection with such termination.

3.3.2. If this Agreement is terminated pursuant to Section 3.2, then, except as otherwise provided herein and for those provisions that are expressly intended to survive termination, this Agreement shall terminate and become void and of no further force and effect, without further action by any Party, provided that no Party shall be relieved from any of its obligations or liabilities hereunder accruing prior thereto.

3.3.3. Upon termination of this Agreement, the Parties, shall retain such powers hereunder as shall be necessary in connection with the retirement, decommissioning, abandonment and final disposition of the Project at the time of such termination, and the respective rights and obligations of

the Parties hereunder shall continue with respect to any action taken hereunder in connection with such retirement, decommissioning, abandonment and final disposition, and for all necessary costs and expenses incurred in connection therewith.

3.3.4. This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs and expenses incurred hereunder, including billings and payments for retirement, decommissioning, abandonment and final disposition costs and expenses set forth in Sections 9.4 and 9.5, and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

4. OWNERSHIP INTEREST.

4.1. Closing. The Parties hereby agree to participate in the Jointly Owned Facilities as partial owners and tenants-in-common. The Ownership Interests, including title and risk of loss related thereto, as further described below, will be Transferred by the applicable Parties at the Closing, which shall occur on a mutually agreed date no sooner than thirty (30) days prior to the Project assets being placed into service (the "Closing"). Prior to Closing, ATXI shall provide MJMEUC and Sikeston with at least ninety (90) days advance notice of the anticipated Closing date. With such notice, ATXI shall also provide MJMEUC an estimate of MJMEUC's Participation Percentage of Capital Costs. Transfer of the Sikeston Assets (which are solely owned by Sikeston) shall also occur at Closing, in accordance with the terms of the Construction Agreement executed between ATXI and Sikeston. Prior to the Closing, ATXI shall continue to take all required actions to Construct the Project, with the expectation that the Closing will take place.

4.1.1. Comstock Substation. At Closing, ATXI shall Transfer:

- (a) to Sikeston, title to the Sikeston Comstock Substation Assets; and
- (b) to MJMEUC, the MJMEUC Ownership Interest in the Project assets located at the Comstock Substation, which are not the Sikeston Comstock Substation Assets.

4.1.2. Reelfoot 161 kV Tap. At Closing, ATXI shall Transfer to MJMEUC the MJMEUC Ownership Interest in the Reelfoot 161 kV Tap.

4.1.3. Existing Transmission Line. At Closing, Sikeston will transfer to ATXI and MJMEUC the Existing Transmission Line Ownership Interest.

4.1.4. New Transmission Line. At Closing, ATXI shall Transfer to MJMEUC the MJMEUC Ownership Interest in the New Transmission Line.

4.2. Conditions Precedent.

4.2.1. MJMEUC's Conditions Precedent. The obligation of MJMEUC under Section 4.1 is subject to satisfaction of the following conditions precedent:

- (a) ATXI's receipt of the Regulatory Approvals and Permits with respect to the Project;
- (b) MJMEUC's receipt of the Lender Approvals, if any, from the MJMEUC Lenders, all as set forth on ***Exhibit 2.1.4***;

- (c) Sikeston's and ATXI's successful performance under the Construction Agreement; and
- (d) Successful performance of all other agreements by and among the parties that are related to the Project (collectively, the "Ancillary Agreements").

4.2.2. ATXI's Conditions Precedent. The obligations of ATXI under Section 4.1 are subject to satisfaction of the following conditions precedent:

- (a) FERC placing one or more of the provisions of this Agreement into effect, if any Regulatory Approval of FERC, as set forth on *Exhibit 2.2.4*, is required to make such provisions effective; and
- (b) ATXI's receipt of the Regulatory Approvals with respect to the Project, as set forth on *Exhibit 2.2.4*, to the extent required for operation of the Project.
- (c) Sikeston's successful performance under the Construction Agreement; and
- (d) Successful performance of the Ancillary Agreements.

4.2.3. Sikeston's Conditions Precedent. The obligation of Sikeston under Section 4.1 is subject to satisfaction of the following conditions precedent:

- (a) ATXI's receipt of the Regulatory Approvals and Permits with respect to the Project;
- (b) ATXI's successful performance under the Construction Agreement; and
- (c) Approvals from the governing bodies of Sikeston; and
- (d) Successful performance of the Ancillary Agreements.

4.2.4. Provisions Applicable to the Parties.

- (a) The Parties shall use commercially reasonable efforts to satisfy the conditions set forth in Section 4.2, including cooperating with and supporting the filing Party in seeking any Regulatory Approval or Permit.
- (b) Except as may otherwise be provided in an applicable Joint Defense Agreement, the Parties will be responsible for their own costs and expenses in obtaining any of its Regulatory Approvals and Lender Approvals.
- (c) The Parties shall promptly notify the other Parties in writing when it becomes aware of the conditions set forth in this Section 4.2 having been satisfied.
- (d) If one or more of the conditions precedent to the Closing contemplated by Sections 4.2.1, 4.2.2 or 4.2.3 remain unsatisfied by the date that is eighteen (18) months after ATXI obtains MoPSC approval for the Project, unless

the Parties mutually agree in writing to extend such period of time or waive such condition precedent, the Parties shall comply with Section 4.3.2 with respect to such unsatisfied conditions precedent.

4.3. Further Assurances and Approvals.

4.3.1. Approvals and Consents. The Parties covenant and agree to fully support this Agreement, use commercially reasonable efforts to make this Agreement fully effective, and to otherwise take no action that would interfere with the intended purpose of this Agreement. The Parties shall cooperate and use all commercially reasonable efforts promptly to prepare and file all necessary documentation to effect and obtain (and will cooperate in obtaining) all Permits, Regulatory Approvals and Lender Approvals in connection with the Project and the consummation of the transactions contemplated in this Agreement. ATXI shall have the right to review and approve in advance all characterizations of the information relating to ATXI or its Affiliates, MJMEUC shall have the right to review and approve in advance all characterizations of the information relating to MJMEUC, its Members or any Affiliate, and Sikeston shall have the right to review and approve in advance all characterizations of the information relating to Sikeston or its Affiliates, that appear in any filing made in connection with the Project or the consummation of the transactions contemplated in this Agreement, such approvals not to be unreasonably withheld. The Parties shall consult with one another with respect to the obtaining of all Permits, Regulatory Approvals and Lender Approvals and shall keep the other Parties informed of the status thereof. In furtherance and not in limitation of the foregoing sentence, from time to time, upon reasonable request, each Party shall provide the other Parties with (i) a list (in form and detail reasonably satisfactory to the other Parties) describing any Lender Approvals that may be required in connection with this Agreement and (ii) copies of any Lender Approvals received.

- (a) Subject to the requirements of Section 4.3.2, ATXI and Sikeston shall use commercially reasonable efforts to support MJMEUC's efforts to develop, obtain Regulatory Approval of, and collect its revenue requirement for the MJMEUC Ownership Interest in the Project.
- (b) Subject to the requirements of Section 4.3.2, MJMEUC shall use commercially reasonable efforts to secure the Regulatory Approvals to be obtained from MISO and FERC to recover its Project-related costs under a formula rate developed using a template or general methodology acceptable to ATXI, acting reasonably.
- (c) The Parties acknowledge (i) that ATXI will be responsible for and seek recovery in ATXI's rates of ATXI's FERC jurisdictional revenue requirement, calculated in accordance with ATXI's FERC-approved formula rate, and (ii) MJMEUC will be responsible for and seek recovery of MJMEUC's revenue requirement for the MJMEUC Ownership Interest, including the costs and expenses of the MJMEUC Ownership Interest as billed to MJMEUC by ATXI under this Agreement, calculated in accordance with MJMEUC's FERC-approved formula rate. For avoidance of doubt, MJMEUC shall bear all financial risks associated with obtaining recovery of the revenue requirement associated with the MJMEUC Ownership Interest. Furthermore, in no event shall MJMEUC's revenue requirement for the Jointly Owned Facilities exceed what would have been ATXI's revenue requirement for the Jointly Owned Facilities had it owned a full-undivided interest in the same (i.e., 100% of the Jointly Owned Facilities). Each Party shall bear its own costs and

expenses in connection with recovery of their respective revenue requirements for the Jointly Owned Facilities.

- (d) To the extent that ATXI's or MJMEUC's costs or expenses included in its revenue requirement are disallowed in a final, non-appealable order by the MoPSC or FERC on the basis that such costs and expenses are properly attributable to the other Party's Ownership Interest, the other Party shall be obligated to reimburse the affected Party for any such costs and expenses within ninety (90) days of demand by the affected Party. If, at any time, a Party becomes aware that the MoPSC or FERC is considering such disallowance, or a third party participating in a proceeding has asserted that there should be such a disallowance, such Party shall promptly notify the other Party in order to permit the other Party to intervene or otherwise participate in the proceeding.

4.3.2. Obligation to Renegotiate. If any Permit, Regulatory Approval or Lender Approval with respect to the Project is not obtained or is obtained but such approval is conditioned on the adoption of terms and conditions materially different from those requested and would have a Material Adverse Effect on one of the Parties, the Parties agree to renegotiate the terms and conditions of this Agreement so as to restore the Parties as nearly as possible to the positions they would have been in had the Regulatory Approvals and Lender Approvals for this Agreement and the Project been granted as requested. In the event the Parties are unable to renegotiate this Agreement in a manner acceptable to the affected Party(ies), the affected Party may terminate this Agreement as set forth in Section 3.

4.3.3. ATXI Activities from Execution to Closing. From the Execution Date until Closing, ATXI shall enter into all Project Documents and acquire assets for the Project subject to the condition that each Project Document expressly permit the assignment by ATXI without the consent of the counter-party to MJMEUC of full rights and obligations in the MJMEUC Ownership Interest at Closing.

4.4. Closing. Subject to the terms and conditions of this Agreement, at Closing:

4.4.1. ATXI Obligations. ATXI shall pay to Sikeston the cost of acquisition of the ATXI Transmission Ownership Interest in immediately available funds.

4.4.2. MJMEUC Obligations. MJMEUC shall pay to Sikeston the cost of acquisition of the MJMEUC Transmission Ownership Interest in immediately available funds. MJMEUC shall pay MJMEUC's Participation Percentage of Capital Costs (as such term is defined in Section 7.1) to ATXI in immediately available funds.

4.4.3. Regulatory Asset. MJMEUC shall pay to ATXI in immediately available funds an additional amount equal to MJMEUC's Participation Percentage of ATXI's associated unamortized regulatory asset for income taxes on the AFUDC Equity included in MJMEUC's Participation Percentage of Capital Costs (such additional amount, in addition to MJMEUC's Participation Percentage of Capital Costs being referred to collectively as the "Participation Price").

4.4.4. Transfers. Pursuant to that certain Purchase Agreement by and among Sikeston and ATXI and MJMEUC dated as of the date hereof (the "Existing Line Purchase Agreement"), Sikeston shall Transfer to ATXI the ATXI Transmission Ownership Interest, and ATXI shall take Transfer of the ATXI Transmission Ownership Interest, free and clear of all encumbrances, liens and security interests (other than Permitted Encumbrances) and Sikeston shall Transfer to MJMEUC the MJMEUC Transmission Ownership Interest, and MJMEUC shall take Transfer of the MJMEUC Transmission Ownership Interest,

free and clear of all encumbrances, liens and security interests (other than Permitted Encumbrances) In furtherance and not in limitation of the foregoing, Sikeston shall transfer to ATXI the ATXI Existing Transmission Line Ownership Interest pursuant to a bill of sale in form substantially similar to **Exhibit 4.4.4(1)** attached hereto and incorporated herein, and such other instrument of assignment and conveyance as applicable and in a form reasonably acceptable to Sikeston and ATXI. Sikeston shall Transfer to MJMEUC the MJMEUC Transmission Ownership Interest pursuant to a bill of sale in form substantially similar to **Exhibit 4.4.4(1)**, and such other instrument of assignment and conveyance as applicable and in a form reasonably acceptable to Sikeston and ATXI. The ATXI Existing Transmission Line Ownership Interest Transferred at Closing and the MJMEUC Transmission Ownership Interest Transferred at Closing shall be in the assets of the Jointly Owned Facilities as they exist at the Closing, as listed on **Schedule A**, which assets shall be updated as of the Closing and as mutually agreed thereafter by the Parties, comprising the following:

- (a) Tangible Assets and Land. All of the real property and tangible assets, including those listed on **Schedule A**, which Schedule includes the associated Net PP&E thereof.
- (b) Grant of Easements. Grant of easements from the City of Sikeston to ATXI for the Comstock Substation real property, which easements will be partially assigned to MJMEUC by ATXI, in form substantially similar to the document attached hereto as **Exhibit 4.4.4(b)(1)** and incorporated herein. Grant of easements from ATXI to MJMEUC for the Reelfoot 161 kV Tap, in form substantially similar to the document attached hereto as **Exhibit 4.4.4(b)(2)**.
- (c) Partial Assignment of Easements. Partial assignment of easement rights by Sikeston under easements necessary for operation of ATXI's and MJMEUC's Transmission Facilities in the Existing Transmission Line, in form substantially similar to the document attached hereto as **Exhibit 4.4.4(c)** and incorporated herein.
- (d) Permits. All of the permits, certifications, licenses, franchises, approvals, assents, consents, waivers or other authorizations, including any design permits, road use permits or approvals, construction permits, building permits, certificates of occupancy, utility reservations or allocations, and certificates of compliance (collectively, the "Permits"), that ATXI has obtained for the Project that are required to be held by an owner of the asset, including those listed on **Schedule A**.
- (e) Project Documents. The documents ("Project Documents") entered or to be entered into by ATXI for the planning, design, engineering, procurement, construction (including plans and specifications), interconnection, energization, and operation of the Project, including those Project Documents listed on **Schedule A**.

4.4.5. Permits. ATXI shall provide MJMEUC and Sikeston with copies of any Permits that ATXI obtains for the Project and shall keep MJMEUC and Sikeston reasonably informed as to the status of ATXI's permitting efforts. ATXI shall not Transfer any of the Permits to MJMEUC or Sikeston that are not required to be held by an owner; provided that, if this Agreement is terminated and MJMEUC and/or Sikeston retains ownership of Jointly Owned Facilities, to the extent the Permits are assignable, ATXI shall assign such Permits to MJMEUC and/or Sikeston, as applicable. Prior to Closing, ATXI shall

make application for any Permits that are required to be held by an owner in the name of ATXI, MJMEUC and Sikeston as co-applicants.

4.4.6. Officer's Certificate. Each Party shall deliver to the other a certificate, signed by the President or Chief Executive Officer of the Party, to the effect that all conditions precedent set forth in Section 4.2 that are applicable to such Party have been met or waived and that all representations and warranties of such Party contained in Section 2 of this Agreement are true and correct on the Execution Date and remain true and correct as of the Closing.

4.5. Further Identification of Transmission Facilities. If within one (1) year after the in-service date of the Project, any Party identifies any Transmission Facilities that should have been classified as part of the Jointly Owned Facilities at the Closing, the Ownership Interest in which was inadvertently not Transferred to MJMEUC then, subject to the mutual agreement of the Parties and obtaining any Regulatory Approvals, ATXI shall Transfer such Ownership Interest to MJMEUC without further reimbursement from MJMEUC, provided, however, that if the cost of such assets was not included within the Participation Price paid to ATXI, MJMEUC shall reimburse ATXI for such assets based on the Net PP&E thereof as of the Closing, together with an additional amount equal to MJMEUC's Participation Percentage of ATXI's associated unamortized regulatory asset for income taxes on AFUDC Equity associated with such assets included in such additional payment. In addition, if within one (1) year after the in-service date of the Project, any Party identifies any Transmission Facilities that were inadvertently transferred to MJMEUC at Closing that were not or should not have been classified as part of the Jointly Owned Facilities Project at the Closing, then, subject to the mutual agreement of the Parties and obtaining any Regulatory Approvals, MJMEUC shall transfer its Ownership Interest in such assets back to ATXI with no reimbursement due from ATXI, provided, however, that if the cost of such assets was included within the Participation Price paid to by MJMEUC to ATXI, ATXI shall reimburse MJMEUC for its Ownership Interest in such assets based on the Net PP&E thereof as of the Closing, together with an additional amount equal to MJMEUC's associated unamortized regulatory asset for income taxes on AFUDC Equity associated with such assets included in such additional payment.

4.6. No Lien on Other Party's Ownership Interest. MJMEUC (from and after the Closing), Sikeston (from and after the Closing) and ATXI shall not pledge, grant, create or suffer any claim, encumbrance, lien or security interest on any portion of the another Party's Ownership Interest.

5. PROJECT COMMITTEE.

5.1. General. Following the Execution Date, the Parties shall promptly establish a joint ownership committee (the "Project Committee") comprising 3 individuals (one representative from each of MJMEUC, ATXI and Sikeston), through which the Parties will, upon reasonable request of the other, hold meetings to share information and views regarding construction progress, operations and maintenance, and related costs both before and after the Closing. The Party requesting a meeting of the Project Committee shall provide the other Parties with no less than ten (10) Business Days' prior notice of the agenda items to be discussed at such meeting. The Project Committee shall hold an annual meeting at such date, time and location as is acceptable to the Parties for determination of any matters as set forth in Section 5.1.1 below, review of the Operations and Maintenance Plan, and any additional matters the Parties would like to discuss. Any Project Committee meeting may be held by means of conference telephone or similar means of communication by which all persons participating in the meeting can simultaneously hear each other.

5.1.1. Major Decisions. Except with respect to an Emergency Condition, the following major decisions ("Major Decisions") regarding the Jointly Owned Facilities shall require the unanimous consent of the Project Committee:

- (a) prior to Closing, the Project Committee shall develop and approve an Operations and Maintenance Plan to define the operational procedures, tests, inspections, routine maintenance practices, including the latest standards, NERC Compliance requirements and any other applicable requirements or other items to ensure compliance with the Parties' operations and maintenance procedures and standards, which Operations and Maintenance Plan shall be complied with by the Parties to the O&M Agreement;
- (b) performance of any maintenance properly recordable to any capital account included in Net PP&E in accordance with the FERC Uniform System of Accounts any ("Capital Maintenance") on the Jointly Owned Facilities;
- (c) any expansion or modification of the Jointly Owned Facilities with Capital Costs in excess of 25% of the Jointly Owned Facilities Original Net PP&E;
- (d) retirement or abandonment of the Jointly Owned Facilities;
- (e) the determination not to repair or reconstruct the Jointly Owned Facilities in accordance with Section 10.1.1;
- (f) the determination to repair or reconstruct the Jointly Owned Facilities in accordance with Section 10.1.2; and
- (g) approval of the Operations and Maintenance Plan, including any updates thereto, at an annual meeting of the Project Committee.

5.1.2. Intentionally omitted.

5.1.3. Intentionally omitted.

5.1.4. Use of a Party's Interest. No Party shall make use of its ownership interest in the Project in a manner that may have a material or adverse effect on the other Parties or their particular ownership interest in the Project, unless such Party shall provide notice to the Project Committee of such desire and anticipated use of ownership interest and the Project Committee shall provide its written consent to such use.

5.2. Resolution of Disputes. If the Project Committee does not reach unanimous consent with respect to any Major Decision, the Parties will refer the matter to their respective senior management for resolution. If the Parties do not reach unanimous consent with respect to any such Major Decision within thirty (30) days after the referral of the matter to their respective senior management, the Parties' rights shall be as set forth under Section 14.2. Notwithstanding the foregoing, in the event that MJMEUC is unable or unwilling to participate in a future expansion or modification of the Constructed Transmission Facilities, as described in Section 5.1.1(a) above, MJMEUC may decline to participate in such expansion or modification and ATXI and Sikeston or ATXI alone may elect to proceed with such expansion or modification without unanimous consent of the Project Committee, referral to senior management for resolution or referral to arbitration as set forth in Section 14.2. In the event ATXI and Sikeston or ATXI alone elect to proceed with an expansion or modification of the Project assets and MJMEUC has declined to participate in such expansion or modification, the ATXI Participation Percentage and the MJMEUC Participation Percentage shall be re-calculated to reflect such expansion or modification.

6. COST RECOVERY FOLLOWING CLOSING.

6.1. Capital Costs. Except with respect to a future expansion or modification of Jointly Owned Facilities, as described in Sections 5.1.1(a) above, in which MJMEUC declines to participate, MJMEUC shall be liable and reimburse ATXI for its respective Participation Percentage of any costs (net of any applicable salvage or insurance proceeds) incurred in the Construction of the Constructed Transmission Facilities, including acquisition costs, any upgrade, repair, addition, replacement, retirement or abandonment of the Constructed Transmission Facilities, properly recordable to any capital account included in Net PP&E in accordance with the FERC Uniform System of Accounts (“Capital Costs”) in accordance with Section 7.1. Any Capital Costs incurred by MJMEUC prior to Closing, including any properly recordable as AFUDC, shall be invoiced by MJMEUC to ATXI, and after Closing, ATXI shall invoice MJMEUC for MJMEUC’s Participation Percentage of such Capital Costs. After Closing, each Party shall be directly liable for its own Capital Costs properly recordable as AFUDC.

6.2. Operating Costs. MJMEUC shall be liable and reimburse ATXI for the MJMEUC Participation Percentage of costs incurred by ATXI in accordance with its Operation of the Project (“Operating Costs”) in accordance with Section 7.2. ATXI’s annual Operating Cost for this Project will be determined by allocating a portion of ATXI’s total Station and Overhead Line Expense to this Project. Station Expense will include costs related to environmental mitigation as well as Operation and Maintenance Expense from FERC Form 1 (Page 321, FERC major 562 and 570) and will be divided by the number of Stations in Service (Page 426) to arrive at a per Station Expense. The per Station Expense will be multiplied by the number of Stations identified as transmission in this Project. Overhead Line Expense will include Operation and Maintenance Expense from FERC Form 1 (Page 321, FERC major 563 and 571) and will be divided by the overhead transmission line pole miles (Page 422) to arrive at an Overhead Line Expense per mile. This cost will be applied to the pole miles in the Project. The annual Operating Costs will be adjusted on June 1st each year to reflect the most recent FERC Form 1 numbers or changes to FERC Form 1 accounting as they may occur over time.

6.2.1. If the FERC Uniform System of Accounts is updated to include new accounts that relate to the Net PP&E or to the operations, maintenance or administration of the Project, ATXI shall notify MJMEUC of such changes by identifying such new accounts on the first invoice affected and with the written consent of MJMEUC, ATXI will thereafter include such accounts to the amounts billed under Section 7.1 or 7.2.

7. BILLING AND PAYMENT.

7.1. MJMEUC Capital Cost Invoice. At least fifteen (15) days prior to Closing, ATXI will invoice MJMEUC for: (i) MJMEUC’s Participation Percentage for each Capital Cost work order prior to placing the Constructed Transmission Facilities, or a portion thereof, in service and (ii) MJMEUC’s Transmission Ownership Interest to acquire and transfer ownership in the Existing Transmission Line. The amount of such invoice shall be based upon the final estimated costs of the Constructed Transmission Facilities, or portion thereof, to be placed in service at or after Closing plus the cost of the Existing Transmission Line Ownership Interest. In addition, ATXI will send a true-up invoice to MJMEUC upon completion of Capital Cost work order closeout expected to be within six (6) months of placing the Constructed Transmission Facilities, or portion thereof, in service.

7.2. MJMEUC Monthly Operating Cost Invoice. The Operating Cost for this Project is calculated annually in June, but ATXI will invoice MJMEUC on a monthly basis in twelve (12) equal installments. ATXI shall furnish MJMEUC an invoice for each of their Participation Percentage of the monthly Operating Cost by the fifth Business Day of the month for the current month.

7.3. Sikeston Capital Maintenance Invoice. In the event that pursuant to the O&M Agreement any Capital Costs are incurred by ATXI for the benefit of Sikeston or the Sikeston Transmission Facilities, ATXI shall furnish Sikeston an invoice for such costs to be paid in accordance with the terms of this Section 7.

7.4. Due Date. Each invoice, other than those due and payable at Closing, properly issued to a Party under this Agreement shall be paid within thirty (30) days of receipt. All payments shall be made in immediately available funds or such other method mutually agreed to by the Parties.

7.5. Access to Information. Upon no less than thirty (30) days prior written notice, MJMEUC or Sikeston, as applicable, shall have the right, at its sole cost and expense during normal working hours, to examine the records of ATXI relating to any cost allocation, or any invoice issued, under this Agreement with respect to the Project. If requested, each Party shall provide the other Parties sufficient detail as to allow the other Parties to verify the accuracy of any such invoice or allocation. If any such examination reveals any inaccuracy in any invoice or allocation that is over \$1,000.00, the necessary adjustment to such invoice or allocation will be made promptly and refunds or additional payments, as appropriate, will be made by one Party to another and shall bear Interest.

7.6. Disputes. In the event of a billing dispute between or among the Parties, the disputing Party shall: (i) continue to make all payments not in dispute; and (ii) pay to the non-disputing Party or into an independent escrow account (established at the disputing Party's expense) the portion of the invoice in dispute, pending resolution of such dispute. If the disputing Party fails to meet either of these two requirements by the payment due date under Section 7.4, then the non-disputing Party may provide a Payment Default Notice to the disputing Party pursuant to Section 11.1. Within thirty (30) days after the resolution of the dispute, the Party owning any amount hereunder shall pay, or shall refund, as applicable, the amount due with Interest.

8. TAXES AND INSURANCE.

8.1. Taxes. To the extent possible, each of the Parties shall separately report, file returns with respect to, be responsible for and pay all ad valorem property, franchise, business, or other taxes or fees, except payroll and sales or use taxes, arising out of its Ownership Interest; provided, however, that to the extent that any taxes or fees relating to the Project (without exception for payroll and sales or use taxes) may be levied on or assessed against the Project, its operation, or the Parties in such a manner so as to make impossible the carrying out of the foregoing provisions of this Section 8, or upon mutual agreement, such taxes or fees shall be considered a Capital Cost or Operating Cost, as applicable, and billed and paid in accordance with the applicable provisions of Sections 6 and 7. Notwithstanding the immediately preceding sentence, in no event shall any taxes or fees be considered a Capital Cost or Operating Cost unless such taxes or fees actually are or will be incurred. Each Party shall be responsible for any ad valorem taxes on its Ownership Interest.

8.2. Insurance During Construction. As further described in the Construction Agreement, at all times during the construction of the Project, ATXI shall maintain or cause its contractor to maintain a builder's risk insurance policy of the "all risks" type in an amount and including such risks as are consistent with Good Utility Practice. Such policy shall be in the name of ATXI, with MJMEUC named as an additional insured after Closing; provided, however, that if ATXI's contractor maintains such policy it shall be in the name of such contractor with ATXI and MJMEUC (after Closing) named as an additional insured and loss payee. MJMEUC will be responsible for its Participation Percentage of the premiums and deductibles of such policies and of any loss during construction. The "First Named Insured" on the builder's risk insurance policy shall promptly provide copies of such insurance policy to any additional insured. ATXI and MJMEUC shall be responsible for any additional or other insurance at its own cost and expense

which it deems necessary or advisable to protect its Ownership Interest or otherwise, provided that such additional insurance does not reduce or diminish in any way the coverage of the insurance procured and maintained pursuant to this Section. ATXI shall also reasonably satisfy itself that any third party contractors, subcontractors, engineers, and equipment suppliers or manufacturers with respect to the Project have adequate insurance for workmen's compensation, general liability, and other hazards as ATXI shall deem appropriate with respect to the Project.

8.3. Property Insurance During Operation.

8.3.1. Transmission Facilities. The Parties acknowledge that it is not their customary practice, nor is it required in accordance with Good Utility Practice, to maintain property insurance ("Property Insurance") for transmission lines, towers and other transmission-type assets or to maintain machinery breakdown insurance for the Existing Transmission Line, the Reelfoot 161 kV Tap, the Sikeston Owned Area Connections nor the New Transmission Line.

8.3.2. Substation Assets. Commencing as of the in-service date and thereafter during operation of the Project, ATXI shall carry Property Insurance for the Jointly Owned Facilities, with MJMEUC named as a loss payees after Closing, of the "all risks" type in an amount and including such risks as are consistent with ATXI's customary practices and in accordance with Good Utility Practice. For purposes of clarity, Sikeston shall separately insure the Sikeston Comstock Substation Assets, which are not part of the Jointly Owned Facilities, with insurance of the "all risks" type in an amount and including such risks as are consistent with Sikeston's customary practices and in accordance with Good Utility Practice. For the Jointly Owned Assets in the Comstock Substation, ATXI and MJMEUC shall be liable and pay when due its Participation Percentage of any premium, deductibles, self-insured retentions or other costs with respect to any Property Insurance carried by ATXI. For the Jointly Owned Facilities in the Comstock Substation, ATXI shall promptly provide MJMEUC with an evidence of insurance listing MJMEUC as a loss payee.

8.3.3. Additional Insurance. Any Party may also purchase additional or other insurance, at their own cost and expense which they deem necessary or advisable to protect their interests in the Project, provided that such additional insurance does not reduce or diminish in any way the coverage of the insurance procured and maintained by ATXI in accordance with this Section 8 or its financial obligation to ATXI for that coverage.

8.4. Liability Insurance During Operation. Each Party shall obtain and maintain in full force and effect commencing on the in-service date and thereafter while operating the Project (a) general liability insurance with a total limit of at least \$2 million per occurrence; provided, however, that MJMEUC may self-insure up to a limit of \$200,000 per occurrence) and (b) excess liability insurance with a total limit of at least \$10 million per occurrence. In accordance with Section 12.1, with regard to Claims, the Parties shall share the costs of any such Claim in proportion to their respective Participation Percentages and ATXI and MJMEUC's liability insurance carriers shall share the costs of any such Claim in proportion to such ATXI's and MJMEUC's respective Participation Percentage.

8.5. Automobile Liability and Workers Compensation Insurance. To the extent a Party or its Related Parties have a periodic presence at the Project site, such Party shall obtain and maintain in full force and effect commencing on the Execution Date and thereafter during the operation of the Project: (a) automobile liability insurance with a combined single limit per accident of at least \$1 million, with each Party included as an additional insured, and (b) workers compensation insurance as required by the statutory benefit laws of the State of Missouri.

8.6. Waiver of Subrogation. Each Party shall require its insurers of such policies listed in Sections 8.4 and 8.5 to waive all rights of recovery against the other Parties and their Related Parties with respect thereto.

9. DAMAGE, DESTRUCTION, CONDEMNATION AND DECOMMISSIONING.

9.1. Casualty Losses.

9.1.1. Fully Insured Casualty Losses. In the event the Project or any portion thereof should be damaged or destroyed after Closing:

- (a) Constructed Transmission Facilities. If the cost of repairs or reconstruction is estimated to be covered by the insurance coverage procured and maintained by ATXI in excess of any deductible, then, unless the Parties agree not to repair or reconstruct the Constructed Transmission Facilities, ATXI shall cause such repairs or reconstruction to be made so that the Constructed Transmission Facilities shall be restored to substantially the same general condition, character and use as existed immediately prior to such damage or destruction, and MJMEUC shall pay when due its Participation Percentage of any deductibles or other costs of any insurance coverage under this Section. However, in the event the election to not repair or reconstruct all or a portion of the Constructed Transmission Facilities would impact the functionality of the Project, Sikeston shall have the option to repair or reconstruct all or a portion of the Constructed Transmission Facilities in order to maintain the continued functionality of the Project. The costs of such repair or reconstruction shall be borne by Sikeston.
- (b) Existing Transmission Line. If the cost of repair or reconstruction is estimated to be covered by the insurance coverage procured and maintained by Sikeston in excess of any deductible, then, unless the Parties agree not to repair or reconstruct the Existing Transmission Line, Sikeston shall cause such repairs or reconstruction to be made so that the Existing Transmission Line shall be restored to substantially the same general condition, character and use as existed immediately prior to such damage or destruction, and ATXI and MJMEUC shall pay when due its Transmission Ownership Interest of any deductibles or other costs of any insurance coverage under this Section. However, the Parties acknowledge and agree that Sikeston does not in its normal course of business carry insurance coverage that would cover the types of losses described herein. Accordingly, Sikeston agrees to maintain reserves in an amount not less than Four Million Dollars (\$4,000,000) in the event of the need for repair or reconstruction of the Existing Transmission Line as contemplated herein.
- (c) Sikeston Comstock Substation Assets. Sikeston shall determine whether or not it desires to repair or reconstruct any of the Sikeston Comstock Substation Assets and shall be solely responsible to pay any deductibles or other costs of any insurance coverage required to cover any repairs or reconstruction of the Sikeston Comstock Substation Assets. However, in the event Sikeston's election to not repair or reconstruct all or a portion of

the Sikeston Comstock Substation Assets would impact the functionality of the Project, ATXI and MJMEUC shall have the option to repair or reconstruct all or a portion of the Sikeston Comstock Substation Assets in order to maintain the continued functionality of the Project. The costs of such repair or reconstruction to be allocated between ATXI and MJMEUC in accordance with their respective Participation Percentages.

9.1.2. Partially Insured Casualty Losses. In the event the Project or any portion thereof should be damaged or destroyed after Closing and the cost of repairs or reconstruction is estimated to be more than any available insurance proceeds (after subtracting the amount of any deductible from such proceeds) of any insurance coverage procured and maintained, then:

- (a) Constructed Transmission Facilities. If the Parties mutually agree to repair or reconstruct the Constructed Transmission Facilities, ATXI shall cause such repairs or reconstruction to be made so that the Constructed Transmission Facilities shall be restored to substantially the same general condition, character and use as existed immediately prior to such damage or destruction and the costs of such repairs or reconstruction in excess of any available insurance proceeds shall be a Capital Cost and MJMEUC shall pay when due its Participation Percentage of any deductibles or other costs of any insurance coverage under this Section. In the absence of such determination, ATXI shall not cause such repairs or reconstruction to be made unless MJMEUC or ATXI desires to repair or reconstruct the Project. In such case, and subject to the receipt of all requisite Regulatory Approvals, the Party that does not agree to the repair or reconstruction shall sell its Ownership Interest to the other Party and such other Party shall purchase such Ownership Interest for an amount equal to the greater of (a) the sum of (i) the Net PP&E for any undamaged portion of the Project plus (ii) the salvage value for any damaged portion of the Constructed Transmission Facilities multiplied by the selling Party's Participation Percentage or (b) One Dollar (\$1.00). The selling Party shall sell its Ownership Interest free and clear of any liens, claims or encumbrances.
- (b) Existing Transmission Line. If the Parties mutually agree to repair or reconstruct the Existing Transmission Line, Sikeston shall cause such repairs or reconstruction to be made so that the Existing Transmission Line shall be restored to substantially the same general condition, character and use as existed immediately prior to such damage or destruction and the costs of such repairs or reconstruction in excess of any available insurance proceeds shall be a Capital Cost and ATXI and MJMEUC shall each pay when due its Transmission Ownership Interest of any deductibles or other costs of any insurance coverage under this Section. In the absence of such determination, Sikeston shall not cause such repairs or reconstruction to be made unless one of the Parties desires to repair or reconstruct the Existing Transmission Line. In such case, and subject to the receipt of all requisite Regulatory Approvals, the Party that does not agree to the repair or reconstruction shall sell its Ownership Interest to the other Parties and such other Parties shall purchase such Ownership Interest for an amount equal to the greater of (a) the sum of (i) the Net PP&E for any undamaged

portion of the Existing Transmission Line plus (ii) the salvage value for any damaged portion of the Existing Transmission Line multiplied by the selling Party's Participation Percentage or (b) One Dollar (\$1.00). The selling Party shall sell its Ownership Interest free and clear of any liens, claims or encumbrances.

- (c) Sikeston Comstock Substation Assets. Sikeston shall determine whether or not it desires to repair or reconstruct any of the Sikeston Comstock Substation Assets and shall be solely responsible to pay any costs of such repairs or reconstruction in excess of any available insurance proceeds. However, in the event Sikeston's election to not repair or reconstruct all or a portion of the Sikeston Comstock Substation Assets would impact the functionality of the Project, ATXI and MJMEUC shall have the option to repair or reconstruct all or a portion of the Sikeston Comstock Substation Assets in order to maintain the continued functionality of the Project

9.1.3. Insurance Proceeds.

- (a) Constructed Transmission Facilities. In the event that the Constructed Transmission Facilities or any portion thereof should be damaged or destroyed after Closing and the Parties have determined not to repair or reconstruct the Project in accordance with subsections 9.1.1 or 9.1.2, as applicable, then MJMEUC's Participation Percentage of any proceeds obtained from any insurance coverage procured and maintained by ATXI with respect to such damage or destruction shall be paid to MJMEUC or as MJMEUC shall otherwise direct from time to time.
- (b) Existing Transmission Line. In the event that the Existing Transmission Line or any portion thereof should be damaged or destroyed after Closing and the Parties have determined not to repair or reconstruct the Existing Transmission Line in accordance with subsections 9.1.1 or 9.1.2, as applicable, then ATXI's and MJMEUC's Transmission Ownership Interest of any proceeds obtained from any insurance coverage procured and maintained by Sikeston with respect to such damage or destruction shall be paid to ATXI and MJMEUC or as ATXI or MJMEUC shall otherwise direct from time to time.

9.2. Condemnation.

9.2.1. Constructed Transmission Facilities. As applicable, ATXI or MJMEUC will notify the other Parties if all or any portion of the Constructed Transmission Facilities is threatened with condemnation or eminent domain proceedings, or if any condemnation or eminent domain proceedings are initiated in respect of all or any portion of the Constructed Transmission Facilities. ATXI and MJMEUC will cooperate in regards to the response to and defense of any such threatened or initiated proceedings, and will consider in good faith a joint defense arrangement with respect thereto. The costs and expenses associated with any such joint defense arrangement shall be borne by ATXI and MJMEUC in proportion to their respective Participation Percentages. Otherwise, ATXI and MJMEUC will bear its own costs and expenses associated with such threatened or initiated proceedings. If all or any portion of the Constructed Transmission Facilities are condemned or otherwise subject to a taking by a Governmental Authority, and

if ATXI and MJMEUC are compensated for such condemnation or other taking on a joint basis, ATXI and MJMEUC will be entitled to receive its pro rata share (based on its Participation Percentage) of all net proceeds therefrom.

9.2.2. Existing Transmission Line. Sikeston will notify the other Parties if all or any portion of the Existing Transmission Line is threatened with condemnation or eminent domain proceedings, or if any condemnation or eminent domain proceedings are initiated in respect of all or any portion of the Existing Transmission Line. The Parties will cooperate in regards to the response to and defense of any such threatened or initiated proceedings, and will consider in good faith a joint defense arrangement with respect thereto. The costs and expenses associated with any such joint defense arrangement shall be borne by the Parties in proportion to their respective Transmission Ownership Interest. Otherwise, the Parties will bear its own costs and expenses associated with such threatened or initiated proceedings. If all or any portion of the Existing Transmission Line is condemned or otherwise subject to a taking by a Governmental Authority, and if the Parties are compensated for such condemnation or other taking on a joint basis, each Party will be entitled to receive its pro rata share (based on its Transmission Ownership Interest) of all net proceeds therefrom.

9.2.3. Sikeston Comstock Substation Assets. Sikeston will notify the other Parties if all or any portion of the Sikeston Comstock Substation Assets is threatened with condemnation or eminent domain proceedings, or if any condemnation or eminent domain proceedings are initiated in respect of all or any portion of the Sikeston Comstock Substation Assets. The Parties will cooperate in regards to the response to and defense of any such threatened or initiated proceedings, and will consider in good faith a joint defense arrangement with respect thereto. The costs and expenses associated with any such joint defense arrangement shall be borne by the Parties in proportion to their respective Transmission Ownership Interest. Otherwise, the Parties will bear its own costs and expenses associated with such threatened or initiated proceedings. If all or any portion of the Sikeston Comstock Substation Assets is condemned or otherwise subject to a taking by a Governmental Authority, and if Sikeston is compensated for such condemnation or other taking on a joint basis, Sikeston will be entitled to receive the net proceeds therefrom.

9.3. Governmental Approvals. The Parties' obligations under this Section 9 (Damage, Destruction, Condemnation and Decommissioning) are subject to receipt of all requisite approvals of FERC and any other Governmental Authority having jurisdiction.

9.4. Decommissioning. All costs associated with the retirement, decommissioning, abandonment or final disposition of the Project, including the dismantling, demolishing and removal of equipment, facilities and structures, security, maintenance and disposing of debris, and all salvage value or proceeds from the sale of any materials removed from the Project upon retirement, decommission, abandonment or final disposition, shall be shared by the Parties as follows:

9.4.1. Constructed Transmission Facilities. All costs shall be shared between ATXI and MJMEUC in proportion to their respective Participation Percentage. ATXI and MJMEUC's share for such costs, minus appropriate credits, if any, as they are expected to be incurred, shall be determined by ATXI, in accordance with Section 6.1, invoiced by ATXI, and paid as provided in Section 7.3. If any such salvage credits or sale proceeds exceed retirement, decommission, abandonment and final disposition costs, the difference shall be shared between ATXI and MJMEUC in proportion to their respective Participation Percentages.

9.4.2. Existing Transmission Line. All costs shall be shared between the Parties in proportion to their respective Transmission Ownership Interest. Each Party's share for such costs, minus

appropriate credits, if any, as they are expected to be incurred, shall be determined by Sikeston, in accordance with Section 6.1, invoiced by Sikeston, and paid as provided in Section 7.3. If any such salvage credits or sale proceeds exceed retirement, decommissioning, abandonment and final disposition costs, the difference shall be shared between the Parties in proportion to their respective Transmission Ownership Interest. However, in the event that ATXI exercises its option to rebuild the Existing Transmission Line, as further described in that certain Option Agreement, dated as of the date hereof, by and among the Parties (“Option Agreement”), Sikeston shall not be required to pay the costs of decommissioning the Existing Transmission Line. Further, if ATXI does not exercise the option to rebuild the Existing Transmission Line during the term of the Option Agreement, upon expiration of the Option Agreement, Sikeston’s election to rebuild the Existing Transmission Line shall be a Major Decision subject to the requirements of Section 5.1.1 of this Agreement.

9.5. Failure to Construct. In the event that ATXI is unable to Construct the Project or commences Construction but is unable to complete the Project, ATXI shall file for abandonment of the Project and use commercially reasonable efforts to obtain from FERC approval to recover all costs incurred in the Construction of the Project as of the date ATXI notifies MJMEUC and Sikeston it has elected not to proceed with the Construction of the Project. In the event ATXI is unable to obtain approval to recover all costs incurred in the Construction of the Project, the amount of any costs not approved for recovery shall be allocated between ATXI and MJMEUC, based upon each ATXI's and MJMEUC's Participation Percentage.

9.6. Completion of Construction. In the event that ATXI is unable to Construct the Project, ATXI shall upon request of Sikeston, complete the design and engineering for the Comstock Substation, allow Sikeston to acquire such design at ATXI’s cost and ATXI shall assign to Sikeston any rights necessary to allow Sikeston to utilize ATXI’s design for the Comstock Substation, including information, data, and documentation developed by ATXI, in order for Sikeston to Construct, own, operate, and maintain the Comstock Substation, all at Sikeston’s sole cost and expense. If ATXI has ordered equipment for Construction of the Comstock Substation and/or contracted with a third party to Construct the substation, ATXI shall, at the request of Sikeston, transfer such equipment, orders for equipment and/or contracts to Construct to Sikeston at Ameren’s cost. So long as Regulatory Approvals are not required, at Sikeston's request, ATXI and Sikeston shall negotiate in good faith to develop an arrangement pursuant to which ATXI will act as the general contractor for Sikeston for the completion of the Comstock Substation, but, in no event shall ATXI be required to seek any Regulatory Approvals to act as general contractor for Sikeston. ATXI shall have no liability and shall in no way be responsible for any mistakes, omissions, or misrepresentations with respect to any information, data, and documentation developed by ATXI for the design of the Comstock Substation.

10. FORCE MAJEURE.

10.1. Defined. An event of “Force Majeure” means an event or circumstance or combination of events or circumstances beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Force Majeure including, but not limited to, acts of God, strikes, lockouts, industrial and/or labor disputes, floods, earthquakes, storms, fires, lightning, epidemics, wars, riots, civil disturbances, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by a Governmental Authority, military, or lawfully established civilian authorities, or any other event or cause which is beyond the claiming Party’s reasonable control, and which wholly or in part prevents the claiming Party from performing its obligations wholly or in part under this Agreement. Mere economic hardship of a Party does not constitute a Force Majeure Event. A Force Majeure event does not include an act of negligence or intentional wrongdoing of the Party claiming Force Majeure.

10.2. Effect of Force Majeure. No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling its obligation due to an event of Force Majeure. A Party whose performance under this Agreement is prevented by an event of Force Majeure shall make all reasonable efforts to cure the Force Majeure event and to perform its obligations under this Agreement.

10.3. Notification. If there is a Force Majeure event preventing a Party's ability to perform its obligations under this Agreement, the Party shall forthwith (and in any event no later than five (5) Business Days after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Parties in writing of such Force Majeure event. When the affected Party is able to resume performance of its obligations under this Agreement, such Party shall promptly give the other Parties written notice to the effect and resumes performance as expeditiously as possible.

10.4. Removal. If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the foregoing, a Party shall not be obligated to agree to any settlement of a strike or labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is further understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.

10.5. Termination. If, because of an event of Force Majeure, a Party is rendered wholly or partially unable to carry out its obligations under this Agreement for more than twenty-four (24) consecutive months, or for an aggregate of more than twenty-four (24) months in any consecutive thirty-six (36) month period, then the other Parties may terminate this Agreement upon thirty (30) days' written notice.

11. DEFAULT AND REMEDIES.

11.1. Default. An "Event of Default" occurs upon any of the following:

11.1.1. Any Party fails to make an undisputed payment or reimbursement under this Agreement when due and such failure continues for a period of five (5) Business Days after receipt of written notice (the "Payment Default Notice") thereof from the Party due such payment or reimbursement ("Payment Default");

11.1.2. Any Party fails to fulfill any other material obligation under this Agreement and such failure continues for ninety (90) days after receipt of written notice thereof from MJMEUC or Sikeston, if the defaulting Party is ATXI, ATXI, if MJMEUC or Sikeston is the defaulting Party, or Sikeston if ATXI or MJMEUC is the defaulting Party; provided, however, that if the nature of the failure to cure a default under this subsection is such that, although curable, it cannot with Due Diligence and in accordance with Requirements of Law be cured within said ninety (90) day period, and the defaulting Party shall have diligently prosecuted the cure of such failure within said ninety (90) days and thereafter diligently prosecutes such cure until the failure is remedied, the time for cure of the default shall be extended by such period of time as is reasonably necessary to cure such Event of Default, subject to a maximum extension of six (6) months beyond said ninety (90) day period, and at the end of such applicable period the non-defaulting Party provides notice to the defaulting Party; or

11.1.3. A Bankruptcy Event occurs with respect to a Party.

11.2. Remedies Generally. Upon the occurrence of an Event of Default and the expiration of any applicable notice and cure period, the non- defaulting Party shall be entitled to commence an action to

require the defaulting Party to remedy such Event of Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and may exercise such other rights and remedies as it may have in equity or at law, and under this Agreement, and to recover from the defaulting Party all amounts due hereunder plus interest at the Default Interest Rate, plus all other damages to which it is entitled; provided, however, that in no event shall a non-defaulting Party be entitled to the remedy of termination of this Agreement.

12. THIRD PARTY INDEMNITY AND LIMITATION ON DAMAGES.

12.1. Liability to Third Person(s). Notwithstanding any provision to the contrary in this Agreement, the cost of any suits, actions, claims, liabilities, legal proceedings, demands, losses, damages, judgments, costs and expenses of whatsoever kind or character, including reasonable attorney's fees and expenses of third parties arising out of or related to this Agreement (collectively "Claims") (after application thereto of any insurance coverage or proceeds) to any third parties against one of the Parties and arising, after the Closing, from Construction or Operation shall be shared by the Parties in proportion to their respective Participation Percentages. If, by reason of any such Claims to any third parties (after application thereto of any insurance coverage or proceeds), any Party shall be called upon to make any payment or to incur any cost, expense or obligation in excess of that for which it is responsible under the provisions of this Section 12.1, then the other Parties shall reimburse the Party making such excess payment or incurring any such excess cost, expense or obligation to the full extent of the excess.

12.2. Mutual Indemnity. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Parties and their Related Parties (each an "Indemnified Party"), as the case may be, from and against any Claims made by third parties against an Indemnified Party to the extent caused by or resulting from the negligence, gross negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement.

12.3. Notice and Opportunity to Participate in Defense. A Party shall promptly notify the other Parties of its assertion of any Claims for which the Parties are to share costs under Section 12.1 or for any Claims against such Party that are potentially indemnifiable by such Party under Section 12.2. The claiming Party shall give the other Parties an opportunity to defend such Claims and shall not settle such Claims without the approval of the other Parties, which approval shall not be unreasonably denied.

12.4. Limitation on Damages. Notwithstanding anything to the contrary in this Agreement, the Parties waive all Claims against each other (and against each other's Related Parties) for any punitive, consequential, incidental, indirect, special, or exemplary damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of operation; cost of replacement power; interest charges; cost of capital; or claims of its customers to which service is made), and regardless of whether any such Claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory; provided, however, that the limitations in this Section 12.4 shall not affect or limit any obligation of a Party to make any payment or reimbursement to the other Parties in accordance with this Agreement, nor shall the limitations in this Section 12.4 be construed as a limitation on liability for death, bodily injury, or third party claims.

13. ASSIGNMENT.

13.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns, including any Person to whom an Ownership Interest is Transferred. Notwithstanding anything to the contrary contained herein, no Party shall Transfer all or any part of its Ownership Interest, including any interest as a tenant-in-common in any easements or other assets of the Project, separate or apart from

such Party's rights and obligations under this Agreement, but must always make any such Transfer subject to this Agreement.

13.2. ATXI Assignment. ATXI shall not assign all or any part of its rights under this Agreement or all or any part of its Ownership Interest to another Person except with the prior written consent of MJMEUC and Sikeston, which consent shall not be unreasonably withheld, conditioned, or delayed. MJMEUC's and Sikeston's prior written consent are hereby given for ATXI to assign its Ownership Interest and any of its rights under this Agreement: (i) to any of its Affiliates or any Person in connection with a merger, consolidation, reorganization or other change in organizational structure, on the condition that upon assignment such Affiliate or other Person assumes ATXI's rights and obligations under this Agreement; (ii) to the ATXI Lenders as an assignment for security purposes as contemplated in Section 13.7; or (iii) in connection with a sale of all or substantially all of ATXI's assets to a third party, on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming ATXI's rights and obligations under this Agreement. ATXI shall promptly provide MJMEUC and Sikeston with written notice of any such assignment made in accordance with the immediately preceding sentence.

13.3. MJMEUC Assignment. MJMEUC shall not assign all or any part of its rights under this Agreement or all or any part of its Ownership Interest to another Person except with the prior written consent of ATXI and Sikeston, which consent shall not be unreasonably withheld, conditioned, or delayed. ATXI's and Sikeston's prior written consent are hereby given for MJMEUC to assign its Ownership Interest and any of its rights under this Agreement (i) to any of its Affiliates, on the condition that upon assignment such Affiliate assumes MJMEUC's rights and obligations under this Agreement; (ii) to the MJMEUC Lenders as an assignment for security purposes as contemplated in Section 13.7; or (iii) in connection with a sale of substantially all of its assets on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming MJMEUC's rights and obligations under this Agreement.

13.4. Sikeston Assignment. Sikeston shall not assign all or any part of its rights under this Agreement or all or any part of its Ownership Interest to another Person except with the prior written consent of ATXI and MJMEUC, which consent shall not be unreasonably withheld, conditioned, or delayed. ATXI's and MJMEUC's prior written consent is hereby given for Sikeston to assign its Ownership Interest and any of its rights under this Agreement (i) to any of its Affiliates, on the condition that upon assignment such Affiliate assumes Sikeston's rights and obligations under this Agreement; (ii) to the Sikeston Lenders as an assignment for security purposes as contemplated in Section 13.7; or (iii) in connection with a sale of substantially all of its assets on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming Sikeston's rights and obligations under this Agreement.

13.5. Right of First Refusal. Unless prior written consent to assignment has been given pursuant to Section 13.2, Section 13.3 or Section 13.4, or as otherwise provided in the first sentence of Section 13.7, MJMEUC shall not have the right to Transfer its Ownership Interest, or any portion thereof or any right under this Agreement ("Third Party Conveyance") without first offering, subject to all requisite Regulatory Approvals, such Transfer to ATXI, at Net Book Value, which offer ("ROFR") shall be made in the form of a proposed contract and shall be open for acceptance by ATXI for a period of ninety (90) days.

13.5.1. If ATXI elects to exercise its ROFR, then the closing shall take place no later than ten (10) Business Days after receipt of the last Regulatory Approval or, in the event no Regulatory Approvals are required for such Transfer, no later than ninety (90) days after written notification by ATXI to MJMEUC of its election to exercise its ROFR.

13.5.2. If ATXI elects in its sole discretion not to exercise the ROFR within the applicable time period set forth above, then the ROFR shall terminate and the MJMEUC shall be entitled to

consummate the Third Party Conveyance, on the condition that it is consummated upon the same material terms and conditions disclosed to ATXI no later than ten (10) Business Days after receipt of the last Regulatory Approval or, in the event no Regulatory Approvals are required for such sale, no later than ninety (90) days after receipt of ATXI's written consent to the Third Party Conveyance and subject to all Requirements of Law and the receipt of all Regulatory Approvals. If MJMEUC does not consummate the Third Party Conveyance as required in this Section 13.5, then the ROFR shall not terminate and MJMEUC shall not enter into the Third Party Conveyance without giving ATXI another ROFR pursuant to this Section 13.5.

13.6. Upstream Changes in Control. The provisions of Section 13 shall be subject to the following additional conditions: (a) no disposition of assets, upstream changes in control, or assignment to an Affiliate shall be effective to circumvent a Party's rights under this Agreement and no assignment otherwise permitted hereunder shall be made to any Person that does not have (i) the financial capability and operational expertise equal or greater than the assigning Party and (ii) all rights and interests necessary to perform the assigning Party's obligations hereunder; and (b) no Party, without the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed, shall directly or indirectly assign, share or grant rights or interests in, any rights under this Agreement to any third parties, or enter into any partnership, joint venture or other arrangement with any third party to share with, or confer benefits of this Agreement with or to any third party.

13.7. Rights of Lenders. Notwithstanding any other provision of this Agreement, each Party shall have the right at any time and from time to time, in each case without the consent or further act by the other Parties and without complying with Section 13.5, to mortgage, pledge, create or provide for a security interest in or convey in trust all or any part of its Ownership Interest, together with its related interests in this Agreement, to one or more trustees, mortgagees or secured parties (together with any successors or assigns thereof, each, a "Secured Person") under indentures, deeds of trust, deeds to secure debt, mortgages, security agreements or other instruments or agreements as security for present or future bonds, notes or other indebtedness or obligations of such Party. Thereafter and subject to the provisions of this Section 13.7, a Secured Person or any receiver, referee or trustee in bankruptcy or reorganization of a Party, and any purchaser, transferee or assignee of any of them, in each case without the consent or further act by the other Parties but expressly subject to compliance with Section 13.5, may succeed to and acquire all of the rights, titles and interest of a Party (the "Foreclosed Party") in and to its Ownership Interest and this Agreement, through foreclosure or transfer in lieu of foreclosure upon or otherwise exercise its remedies with respect to such rights, titles and interests of the Foreclosed Party in its Ownership Interest and this Agreement. Notwithstanding anything contained herein to the contrary, no such Transfer of a Party's rights, titles and interests of its Ownership Interest and this Agreement shall be effective unless such successor by Transfer pursuant to this Section 13.7 shall (i) assume and agree in writing to fully perform and discharge all of the obligations of the Foreclosed Party under this Agreement, including performing and discharging all defaulted obligations of the Foreclosed Party arising under this Agreement prior to such succession, such assumption and agreement to be evidenced by such successor executing and delivering to the other Parties a joinder agreement in the form and substance reasonably satisfactory to the successor by Transfer and the non-Foreclosed Party, (ii) receive the benefit of all rights, privileges and obligations attributable to the Ownership Interest and this Agreement so Transferred, and (iii) notify the other Parties within ten (10) days after any such Transfer and furnish such Party evidence of such Transfer and evidence that all required authorizations and approvals of Governmental Authorities have been obtained to effect such Transfer.

14. DISPUTE RESOLUTION.

14.1. General. The Parties shall endeavor to settle amicably by consultation and negotiation any dispute arising out of or in connection with the validity, performance, interpretation or termination of the Agreement, and all the consequences thereof.

14.2. Technical Dispute Arbitration. The following disputes shall be subject to and finally settled by arbitration in accordance with this Section 14.2: (a) any dispute regarding any Major Decision that the Parties are unable to resolve amicably, and (b) any other matter that the Parties mutually agree to refer to technical dispute arbitration under this Section 14.2.

14.2.1. Arbitration Panel. Any dispute described in Section 14.2 shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration of the American Arbitration Association (“AAA Rules”) by a panel of three (3) arbitrators (the “Arbitration Panel”) appointed in accordance with the AAA Rules. All arbitration proceedings shall take place in the English language. The arbitration shall be held in St. Louis, Missouri. The existence of any dispute submitted to arbitration hereunder, and the related decision, shall be kept in confidence by the Parties, except as required in connection with the enforcement of such decision or as otherwise required by applicable law.

14.2.2. Dispute Notice. A Party believing that an arbitrable dispute under Section 14.2 exists shall give the other Parties written notice that such a dispute exists (“Dispute Notice”). Such Dispute Notice shall (i) specify that it is notice given pursuant to this Section 14.2.2, (ii) detail the facts alleged to give rise to such dispute, and (iii) contain a short and plain statement of its claim for relief sought to resolve the dispute. Such Dispute Notice shall be signed by at least one of such Party’s authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Parties designated pursuant to Section 15.4 hereof. Within ten (10) days after such Dispute Notice is received by a Party, such Party shall respond in writing to the Party giving the notice (a) confirming or denying the facts alleged to give rise to such dispute, and (b) containing a short and plain statement of its counter-claim for relief sought to resolve such dispute. Such response shall be signed by at least one of such Party’s authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Parties designated pursuant to Section 15.4 hereof. The Arbitration Panel shall then have ten (10) days to issue a decision to resolve the dispute (“Arbitral Award”), unless the Parties mutually agree in writing to a longer period.

14.2.3. Costs and Expenses. Notwithstanding any of the AAA Rules or any decision by the arbitrators to the contrary, (i) the fees and expenses of the arbitration proceedings assessed by the AAA (including without limitation the fees of the arbitrators) shall be borne equally by the Parties, and (ii) each Party shall bear its own costs and expenses incurred by participating in any such proceeding.

14.2.4. Confidentiality. Any arbitration hereunder will be confidential, and the Parties may request that the arbitrators issue appropriate protective orders to safeguard information that each Party desires to keep confidential, including without limitation the Confidential Information. Except as required by Requirements of Law, no Party may make (or instruct the arbitrators to make) any public announcement with respect to the proceedings or decision of the arbitrators without the prior written consent of the other Parties.

14.2.5. Arbitral Award. The Arbitral Award shall be in writing and accompanied by a brief statement of the reasons upon which the award is based. The Arbitral Award shall be in such form that it may be entered for judgment in any court having jurisdiction. The Arbitral Award shall be final and binding on the Parties, with no rights of appeal, and any award made in favor of any Party shall be enforceable. In no event shall the arbitrators award any punitive, exemplary, special, indirect, incidental, economic, consequential or similar damages, regardless of the legal theory under which such damages may be sought and even if the Parties have been advised of the possibility of such damages or loss.

14.3. Other Disputes. Except with respect to any dispute covered by Section 14.2, any dispute that the Parties are unable to resolve amicably, that arises out of or relates to this Agreement, including any

question regarding its existence, validity or construction, shall be submitted to any state or federal court located within the State of Missouri.

15. MISCELLANEOUS.

15.1. Confidentiality. All information not available to the public and supplied under this Agreement and marked or otherwise designated by the Party disclosing the information as confidential, regardless of the form of the information, or the method by which the information is transmitted, shall be considered confidential and proprietary information (“Confidential Information”). The Party receiving the Confidential Information shall treat as confidential all Confidential Information and shall not at any time disclose any of the Confidential Information to any other Person, except as specified in this Section 15.1, without the prior written consent of the Discloser. Confidential Information shall not be used for any reason or purpose other than for the purposes of this Agreement. The Recipient may disclose the Confidential Information only: (i) to those of its Affiliates and Representatives who have a need to know the information for the purposes of carrying out the Recipient’s obligations under this Agreement, and are informed and agree to be bound by the terms of this Section 15.1; or (ii) as compelled by law or judicial or regulatory process. Notwithstanding the foregoing, the Parties acknowledge and agree that Sikeston and MJMEUC are subject to the requirements of the Missouri Sunshine Act (RSMo. § 610.010 et seq.) (the “Sunshine Act”) and, as such, certain information provided to Sikeston or MJMEUC may be subject to disclosure under the Sunshine Act except in the event such information is protected by an exception to the Sunshine Act, including, but not limited to those set forth in RSMo. § 610.021, as may be amended.

15.2. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law principles.

15.3. No Delay. No disagreement or dispute of any kind between or among any of the Parties concerning any matter, including the amount of any payment due from the Parties or the correctness of any charge made to the Parties, shall permit any Party to delay or withhold any payment pursuant to this Agreement.

15.4. Notices. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below, (iv) transmitted by facsimile to the facsimile number set forth below, with receipt confirmed, or (v) sent by electronic mail with read receipt requested. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; (d) in the case of facsimile notices, the Business Day on the date on which electronic indication of receipt is received; and (e) in the case of electronic mail, upon receipt of a read receipt. Any Party may change its address, e-mail, and facsimile number by written notice to the other Parties given in accordance with this Section, following the effectiveness of which notice such Party’s address or facsimile number shall be updated accordingly.

If to MJMEUC:

Missouri Joint Municipal Electric Utility Commission
Attn: President, CEO and General Manager
2200 Maguire Boulevard
Columbia, MO 65201
E-mail: contractnotices@mpua.org

With a Copy To:

Healy Law Offices, LLC
Attn: Douglas Healy
3010 E. Battlefield, Suite A
Springfield, MO 65804
E-mail: doug@healylawoffices.com

If to ATXI:

ATXI
1901 Chouteau Avenue
St. Louis, Missouri 63101
Attn: Sean Black
E-mail: sblack2@ameren.com

With a Copy To: (which shall not constitute Notice) to:

ATXI
Attn: General Counsel
Mail Code 1300
1901 Chouteau Avenue
St. Louis, MO 63103
Fax: (314) 554-4014

If to Sikeston:

Board of Municipal Utilities
Attn: General Manager
107 E. Malone, P.O. Box 370
Sikeston, MO 63801
E-mail: rlanders@sbmu.net

Each Party shall notify the other Parties in writing of the identity of the Person(s) designated as the point(s) of contact with respect to operations and maintenance under this Agreement, and any subsequent changes to such designation(s).

15.5. No Partnership for Tax Purposes. Notwithstanding any provision of this Agreement, MJMEUC, ATXI and Sikeston do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

15.6. Waiver of Right of Partition. Each of the Parties agrees that it will not take any action by judicial proceedings or otherwise to partition the Project, nor any part thereof, in any way, whether by partition in kind or by sale and division of the proceeds thereof. Each of the Parties further waives the right of partition and the benefit of all statutory or common law that may now or hereafter authorize such partition of the Project or any part thereof. In the event any such right of partition shall hereafter accrue, each Party shall from time to time upon the written request of the other Parties, execute and deliver such further instruments as may be necessary to confirm the foregoing waiver and release of its right of partition.

15.7. Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to

effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby, including in connection with the Closing.

15.8. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the joint ownership and operation of the Project and terminates and supersedes all prior oral and written proposals, terms sheets and communications pertaining to the joint ownership and operation of the Project. There are no other representations, conditions, warranties or agreements, express or implied, statutory or otherwise, with respect to or collateral to the joint ownership and operation of the Project except as set forth in this Agreement.

15.9. No Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third Person (including the public at large) so as to constitute any such Person as a third party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party, Indemnified Party, successor or permitted assignee.

15.10. Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is invalid, or if, as a result of any Requirements of Law, or a change in any Requirements of Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.

15.11. Reserved.

15.12. No Waivers. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or subsequent matter of a similar nature arising in connection therewith.

15.13. No Principal/Agent Relationship. Notwithstanding any other provision of this Agreement, MJMEUC, ATXI and Sikeston do not intend to create hereby any principal/agent relationship.

15.14. Counterparts. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange facsimile counterparts of the signature pages to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Joint Ownership Agreement to be executed by their authorized representatives as of the Execution Date.

AMEREN TRANSMISSION COMPANY OF ILLINOIS

By: _____
Name: Shawn E. Schukar
Its: President

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

By: _____
Name: _____
Its: _____

THE CITY OF SIKESTON, MISSOURI

By: _____
Name: _____
Its: _____

THE BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI

By: _____
Name: _____
Its: _____

EXHIBIT 1.1.41

FORM OF JOINT DEFENSE AGREEMENT

THIS JOINT DEFENSE, COMMON INTEREST AND CONFIDENTIALITY AGREEMENT (the "Agreement"), effective _____, 20__, is by and between Ameren Transmission Company of Illinois ("ATXI") the Missouri Joint Municipal Electric Utility Commission, a Missouri joint action agency ("MJMEUC") and the City of Sikeston, including the Sikeston Board of Municipal Utilities ("Sikeston", with ATXI and MJMEUC, the "Parties" or individually, "Party"). This Agreement is entered into in connection with certain claims made by _____ ("Plaintiffs") against _____, pursuant to that [Petition filed in _____ Circuit Court as Cause Number _____] [regulatory proceeding with FERC or Mo. PSC referenced as _____] (including any amendments thereto and all other claims, crossclaims and counterclaims therein, or other claims arising out of the matters described therein, collectively, the "Proceeding").

WHEREAS, ATXI, MJMEUC and Sikeston are parties to that certain Joint Ownership Agreement dated _____, 202__ (as amended at any time, the "JOA");

WHEREAS, pursuant to the JOA, the Parties [will be/are] joint owners of the "Project", as such term is defined in the JOA;

WHEREAS, pursuant to the Proceeding, Plaintiffs have sought to _____;

WHEREAS, each of the Parties has an interest in the Project and the Proceeding which are directly affected and threatened by the Proceeding, and the Proceeding presents certain common questions of law and fact that create a mutuality of legal interest between the Parties;

WHEREAS, one or both of the Parties may move to intervene in the Proceeding; and

WHEREAS, this Agreement memorializes the understanding reached with respect to the sharing of confidential attorney-client and work product information between the Parties and their Counsel relating to various common issues in connection with the Proceeding.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and consideration below, the Parties agree as follows:

Definition of Counsel. For purposes of this Agreement, the term "**Counsel**" means and includes both outside and in-house Counsel for any Party, and execution of this Agreement by either outside or in-house Counsel for a Party binds that Party and all in-house and outside Counsel retained to provide legal services in connection with the Proceeding at any time.

Defense Materials. Defense of the Proceeding may include, without limitation, independent claims, cross-claims, counterclaims and motions by any of the Parties against third persons. The Parties and their Counsel have concluded that it is in each of their individual and mutual best interests in the defense of the Proceeding to share certain documents and communicate certain information related to the defenses with some or all of Counsel and/or the Parties in writing and/or orally, including, without limitation: written communications and information contained therein; factual and legal analyses; summaries and memoranda and the information contained therein; opinions; legal strategies; interview reports and the information contained therein; reports of experts, consultants, or investigators and the information contained therein; joint meetings between Counsel, the Parties, their representatives and employees; meetings with

prospective witnesses or consulting experts or litigation support service providers in connection with the Proceeding in person, by telephone or in any other form, including records or reports of any such communications. All such documents and information are included within the term “Defense Materials” hereafter.

Common Interest. The Parties and their Counsel agree that all sharing of information pursuant to this Agreement will be done within the context of and in furtherance of the Parties’ common interests, goals and efforts in defending against the Proceeding, provided, however, that nothing in this Agreement is intended or shall be construed to affect the separate and independent representation of each Party by its respective Counsel.

Privileged Communications. Some or all of the Defense Materials may be protected from disclosure to adverse or third parties as a result of the attorney-client privilege, the work product doctrine, the joint defense privilege, the common interest privilege, and/or other applicable privileges, protections or immunities. It is the desire, intention, and mutual understanding of the Parties hereto (a) that the sharing of Defense Materials with one another is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities; and (b) that all Defense Materials provided by a Party pursuant to this Agreement that are entitled to protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities, shall remain entitled to such protection under the common interest doctrine, and may not be disclosed to persons other than those described in Paragraph 0 without the consent of the providing Party. The Parties also intend and understand that any disclosure of Defense Materials pursuant to this Agreement will not be intended as, and will not constitute a waiver of any available privilege, protection or immunity.

Disclosure of Defense Materials. The Parties and their Counsel have further agreed that they will not disclose any exchanged Defense Materials received by them from the other Parties to anyone except (a) in-house Counsel, employees or officers of each Party who are responsible for the defense of the Proceeding on behalf of their employer; (b) outside Counsel of record for any Party to this Agreement; and (c) paralegals, support staff, or experts who are directly employed by or retained by and assisting outside Counsel in the defense of the Proceeding. All persons permitted access to Defense Materials (collectively, “Authorized Persons”) shall be specifically advised that the Defense Materials are privileged and subject to the terms of this Agreement. The Parties and their Counsel may mark Defense Materials “CONFIDENTIAL AND PRIVILEGED, SUBJECT TO JOINT DEFENSE, COMMON INTEREST AND CONFIDENTIALITY AGREEMENT” before sharing such materials with the other Parties or their Counsel.

Limited Use of Defense Materials. Any shared Defense Materials are to be used by the Party receiving them solely in connection with the defense of the Proceeding. The Defense Materials may not be used for any other purpose whatsoever by the receiving Party.

Previously Exchanged Defense Materials. All Defense Materials exchanged between the Parties and their Counsel pursuant to oral agreements or any previous joint defense agreement entered into prior to the date of this Agreement are now subject to this Agreement. This Agreement specifically preserves the protections afforded to those materials shared between the Parties from the time that the commonality of interest came into being until execution of this Agreement under the same terms as contained in this Agreement.

Privilege Not Waived. The privileges and protections for the Defense Materials to which this Agreement is applicable may not be waived by any Party to this Agreement without the prior written consent of the Party that provided the Defense Materials. Any inadvertent or purposeful disclosure of

Defense Materials exchanged pursuant to this Agreement that is made by a Party contrary to the terms of this Agreement shall not constitute a waiver of any privilege or protection. If any Party is required by court order or rule of law to produce or reveal any confidential information, documents or privileged materials which are part of the Parties' efforts pursuant to this Agreement, reasonable notice shall be given to the other Parties before responding to, or complying with, such requests so that the other Parties may, at their own cost, have the opportunity to resist or otherwise limit the production of such information by timely and appropriate process. In the event the Party from whom disclosure is sought has no objection to the disclosure, such Party shall nevertheless invoke this Agreement during the pendency of any action taken by the objecting Party and shall otherwise make reasonable efforts to prevent disclosure until the final resolution of the objections of the objecting Party.

Withdrawal. In the event that a Party determines that it no longer has a commonality of interest in the defense of the Proceeding, such Party shall withdraw from this Agreement by written notice to the other Parties at the addresses provided below. The Parties and their Counsel have a duty to withdraw from the Agreement when, in good faith, he or she reasonably believes that a commonality of interest no longer exists and to give prompt written notice of such withdrawal to each of the undersigned. Notwithstanding a Party's withdrawal, this Agreement shall remain operative as to all previously-furnished Defense Materials. Any such withdrawal will be solely on a prospective basis and any Defense Materials provided pursuant to this Agreement prior to such withdrawal shall continue to be governed by the terms of this Agreement.

Settlement or Dismissal. A Party who is dismissed or settles all pending claims raised in the Proceeding will be deemed to have withdrawn from the Agreement in accordance with terms of paragraph 0 as of the date of the dismissal or settlement.

Return of Joint Defense Materials. At the resolution or conclusion of the Proceeding, upon written request of the Party that provided or generated Defense Materials, all such Defense Materials, and any materials derived therefrom, including and from all electronic files and memory devices, promptly shall be destroyed or returned by a receiving Party; provided, however, that Parties shall not be required to return or destroy their own work product, including, without limitation, notes or memoranda of communications with the other Parties, or witness interviews conducted jointly with the other Parties. In the absence of such request, the Parties' Counsel may retain work product, notes, memoranda of communications, and other documents developed or derived from or containing such Defense Materials, subject to the confidentiality provisions in this Agreement, and provided that those materials will not be used for any purpose without the prior express written consent of the other Parties.

Additional Parties. The Parties recognize that other Counsel and their clients may be permitted to join this Agreement at a future time by signing a copy of this Agreement. Any such additions shall be made only with the permission of all then-current signatories to this Agreement.

No Endorsement or Authorization. While the undersigned believe that their clients are well served by the sharing of information under this Agreement, they also understand that participation in this Agreement represents neither an endorsement of, nor an authorization to control, the defense strategy or decisions of other participating Counsels' clients. Nothing in this Agreement obligates or requires any Party or its Counsel to disclose to any other Party or its Counsel any information that a Party or its Counsel does not wish to disclose.

Protective Order Obligations. Nothing in this Agreement shall relieve the Parties or their Counsel from any obligation or obligations pursuant to the terms of any protective order or similar order entered by any court regarding the disclosure or dissemination of information pertaining to the Proceeding.

Independent Work Product. Nothing in this Agreement shall limit the right of a Party to use or disclose any documents or information or work product independently obtained or generated by such Party (i.e. they were not obtained or generated as part of the common defense efforts made pursuant to this Agreement), whether or not such documents, information or work product have been provided to the other Parties pursuant to this Agreement. Moreover, one Party's sharing or exchange of its own privileged, confidential, or work product materials with the other Parties to this Agreement on a confidential basis shall not require or preclude the other Parties from later choosing to disclose or not disclose its own materials as it sees fit, including to the Court or an adverse party.

Scope of Protection. This Agreement shall be interpreted so as to afford the broadest and greatest protection possible of Defense Materials from disclosure to third parties.

No Attorney-Client Relationship. Nothing in this Agreement is intended to create any attorney-client relationship for the purposes of conflicts or otherwise. Each undersigned Counsel understands that it is his firm's sole responsibility to represent his respective client and that none of the other signatories to this Agreement have in any way assumed any such responsibility following the effective date of this Agreement. Moreover, the participation in, execution or receipt of any information pursuant to this Agreement shall not disqualify any representative of a signatory (including a law firm) from accepting any other future engagement.

Independent Legal Services. The Parties retain the right and ability to conduct their own independent legal research and investigations and take their own actions in defending the Proceeding. Such includes, but is not limited to, a Party making appropriate motions, making applications to court, conducting separate and independent discovery, entering into individual settlements and otherwise engaging in procedures for the Party's own benefit. The Parties are relying exclusively on their own respective Counsel for legal analysis and legal advice in connection with the Proceeding. No Party is relying or shall have the right to rely on the legal analysis and legal advice of Counsel of the other Parties to this Agreement.

Experts. Any Party may retain one or more experts on its own behalf, or may jointly retain one or more experts with the other Parties to collect or analyze documents or information, to support a legal position, or to prepare expert testimony. Any such expert shall be required to agree in writing to be bound by the terms of this Agreement. It is the responsibility of each Party to ensure that no such expert is given access to the Defense Materials covered by this Agreement until such person has agreed in writing to be bound by this Agreement. Each Party shall take all necessary and appropriate measures to ensure that any expert who has thus gained access to any Defense Materials is familiar with and complies with all the terms hereof.

Continuing Representation. Prior to entering into this Agreement, the Parties have been advised that it is possible that one of the Parties may later become a witness against the other Parties or hold a position adverse to those Parties. Nothing in this Agreement shall be interpreted as interfering with or disqualifying any Counsel from examining any potential witness or representative of another Party. The Parties also have been advised regarding the limitations on direct and derivative use of any Defense Materials obtained pursuant to the Agreement. Each Counsel and Party represent that they have considered the foregoing and believe that the benefits of being a party to this Agreement outweigh any of the limitations imposed by this Agreement. Therefore, as a condition precedent to the receipt of any Defense Materials, each Counsel and its Party represent that they will not assert any future claim that any attorney of a Party to this Agreement is barred from continuing his representation in this matter by virtue of his receipt of such Defense Materials. Each Party signing this Agreement waives any claim of conflict of interest, which might arise by virtue of participation by its Counsel in this Agreement. In the event of any litigation or other dispute between the Parties, each Party hereby waives any claim that Counsel for another Party is or should be disqualified by reason of receipt of any Defense Materials under this Agreement.

Intentionally omitted.

Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

Waiver. Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be; a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance.

Successorship. This Agreement, which is solely for the benefit of the Parties, shall be binding upon each Party's successors, heirs, legal representatives, and assigns.

Amendment. This Agreement may not be altered, amended, or modified in any way except by written instrument executed by the Parties.

No Admission of Liability. Nothing in this Agreement is intended as, nor shall be construed or deemed to be, an admission of liability by any Party, or of the existence of facts upon which liability could be based.

Continuing Obligation. This Agreement shall continue in full force and effect as to all Defense Materials previously furnished by one Party to the other, notwithstanding any conclusion or resolution as to any Party or the Proceeding. Any Defense Materials provided pursuant to this Agreement prior to the conclusion or resolution as to any Party or the Proceeding shall continue to be governed by the terms of this Agreement.

Confidentiality of Terms. The contents of this Agreement are confidential and shall not be released to any Person not a Party to this Agreement except as necessary to enforce the terms of this Agreement or as required by operation of law including in response to a court order or is required by Missouri Sunshine Law.

Choice of Law. This Agreement is entered into under the laws of Missouri and shall be governed by, construed, interpreted, and enforced in accordance with the laws of Missouri and the Rules of Professional Conduct of Missouri.

Counterparts. This Agreement may be signed in counterparts. All executed counterparts shall comprise the entire Agreement. This Agreement shall be executed by Counsel for a Party. Each Counsel signing this Agreement represents that he has been authorized by his client to enter into this joint defense on behalf of the client.

No Amendment of JOA. Nothing herein is intended to amend or affect in any way the terms of the JOA, and in the event of any conflict between the terms of the JOA and the terms of this Agreement, the terms of the JOA shall control. Notwithstanding anything to the contrary contained in this Agreement, no Party, by execution and delivery of this Agreement, waive or otherwise relinquish any rights, remedies or recourse it may have under or pursuant to the terms of the JOA by reason of the existence or filing of the Proceeding.

[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the Effective Date, by and through their undersigned Counsel.

AMEREN TRANSMISSION COMPANY OF ILLINOIS

By: _____
Name: _____
Its: _____

[COUNSEL TO AMEREN]

By: _____
Name: _____
Its: _____

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

By: _____
Name: _____
Its: _____

[COUNSEL TO MJMEUC]

By: _____
Name: _____
Its: _____

CITY OF SIKESTON, INCLUDING THE SIKESTON BOARD OF MUNICIPAL UTILITIES

By: _____
Name: _____
Its: _____

[COUNSEL TO SIKESTON]

By: _____
Name: _____
Its: _____

EXHIBIT 1.1.46

MJMEUC MEMBERS

ALBANY
AVA
BETHANY
BUTLER
CABOOL
CAMERON
CARROLLTON
CARTHAGE
CENTRALIA
CHILLICOTHE
COLUMBIA
CUBA
EL DORADO SPRINGS
FARMINGTON
FAYETTE
FREDERICKTOWN
FULTON
GALLATIN
HANNIBAL
HARRISONVILLE
HERMANN
HIGGINSVILLE
HOUSTON
INDEPENDENCE
JACKSON
KAHOKA
KIRKWOOD
LA PLATA
LAMAR
LEBANON
MACON
MALDEN
MANSFIELD
MARCELINE

MARSHALL
MEMPHIS
MILAN
MONETT
MONROE CITY
MOUNT VERNON
MOUNTAIN VIEW
NEW MADRID
NEWBURG
NIXA
ODESSA
PALMYRA
PARIS
POPLAR BLUFF
RICHLAND
ROCK PORT
ROLLA
SALEM
SALISBURY
SEYMOUR
SHELBINA
SIKESTON
SLATER
SPRINGFIELD
ST. JAMES
ST. ROBERT
STANBERRY
STEELVILLE
SULLIVAN
THAYER
TRENTON
UNIONVILLE
VANDALIA
WAYNESVILLE
WEST PLAINS
WILLOW SPRINGS

EXHIBIT 1.1.89

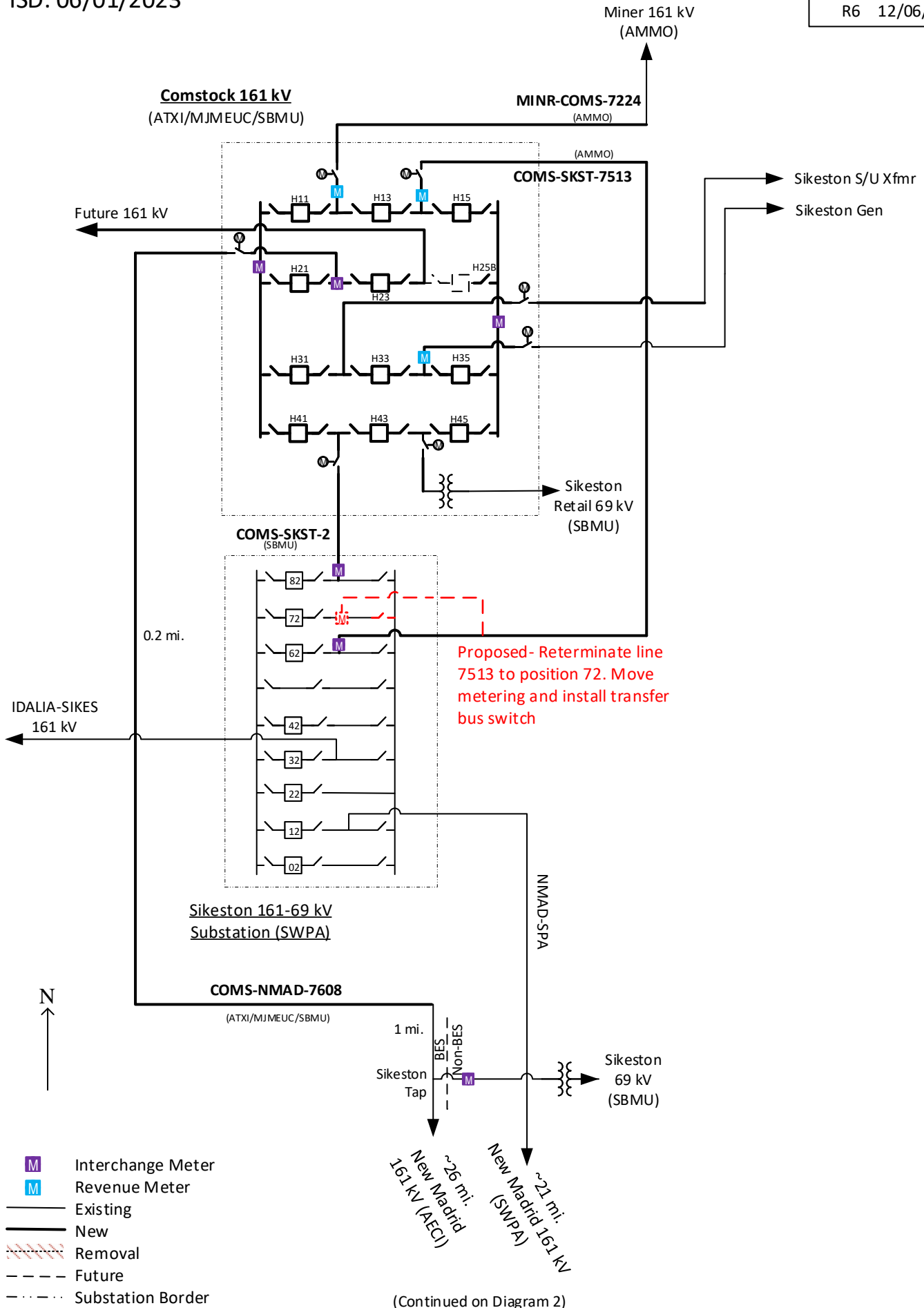
One-Line Diagram

[see attached]

Diagram 1 – Comstock 161 kV Substation

ISD: 06/01/2023

Version	Date	Initials
R6	12/06/21	CDK



(Continued on Diagram 2)

Diagram intended to be electrical one-line only. Physical aspects will vary

Diagram 2 – Tap to North Primary 161/69/13.2 kV Substation

ISD: 06/01/2023

Version	Date	Initials
R6	12/06/21	CDK

(Continued on Diagram 1)

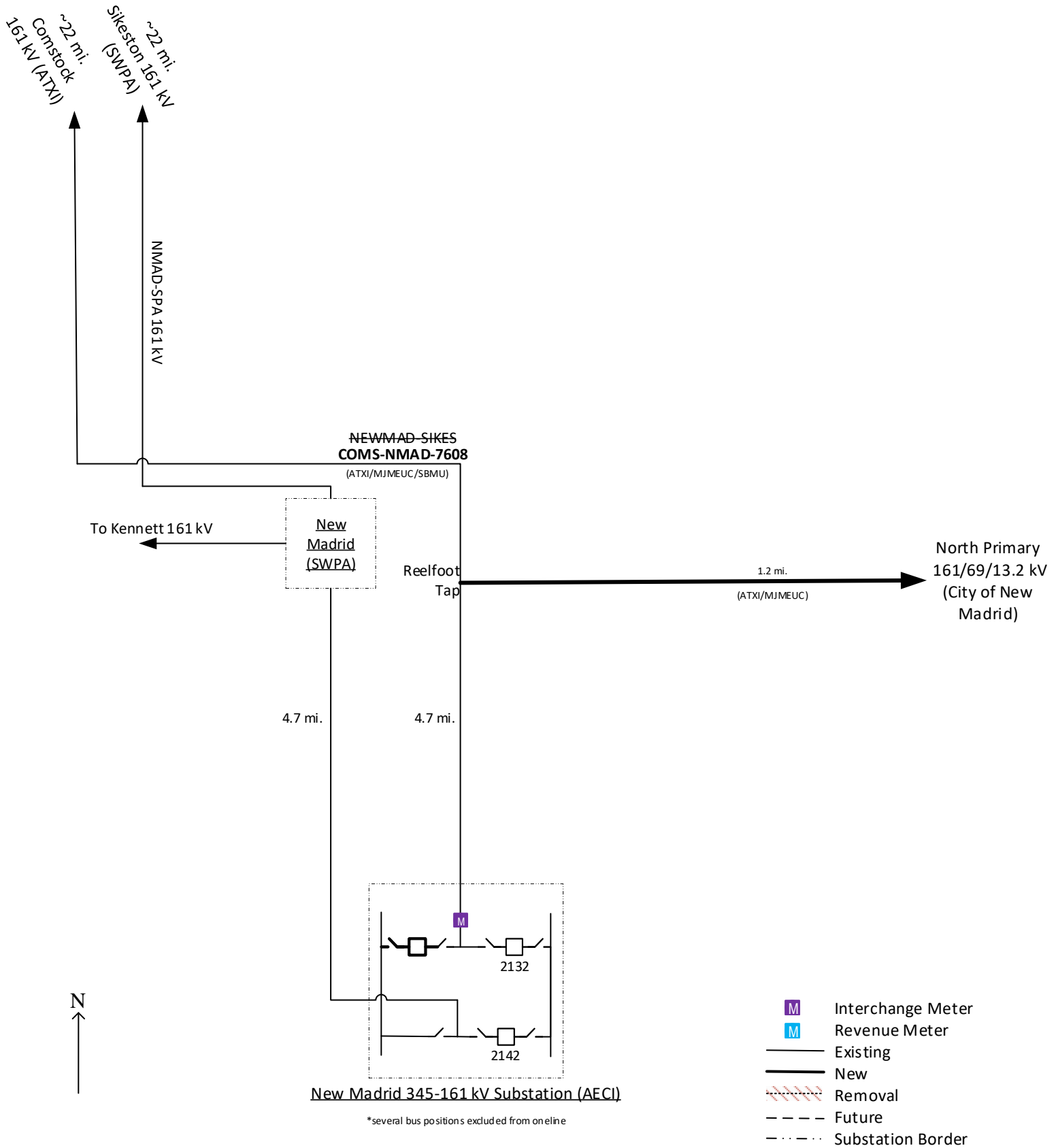


Diagram intended to be electrical one-line only. Physical aspects will vary

Version	Date	Initials
R6	12/06/21	CDK

Diagram 3 - Comstock Detailed Online

ISD: 06/01/2023

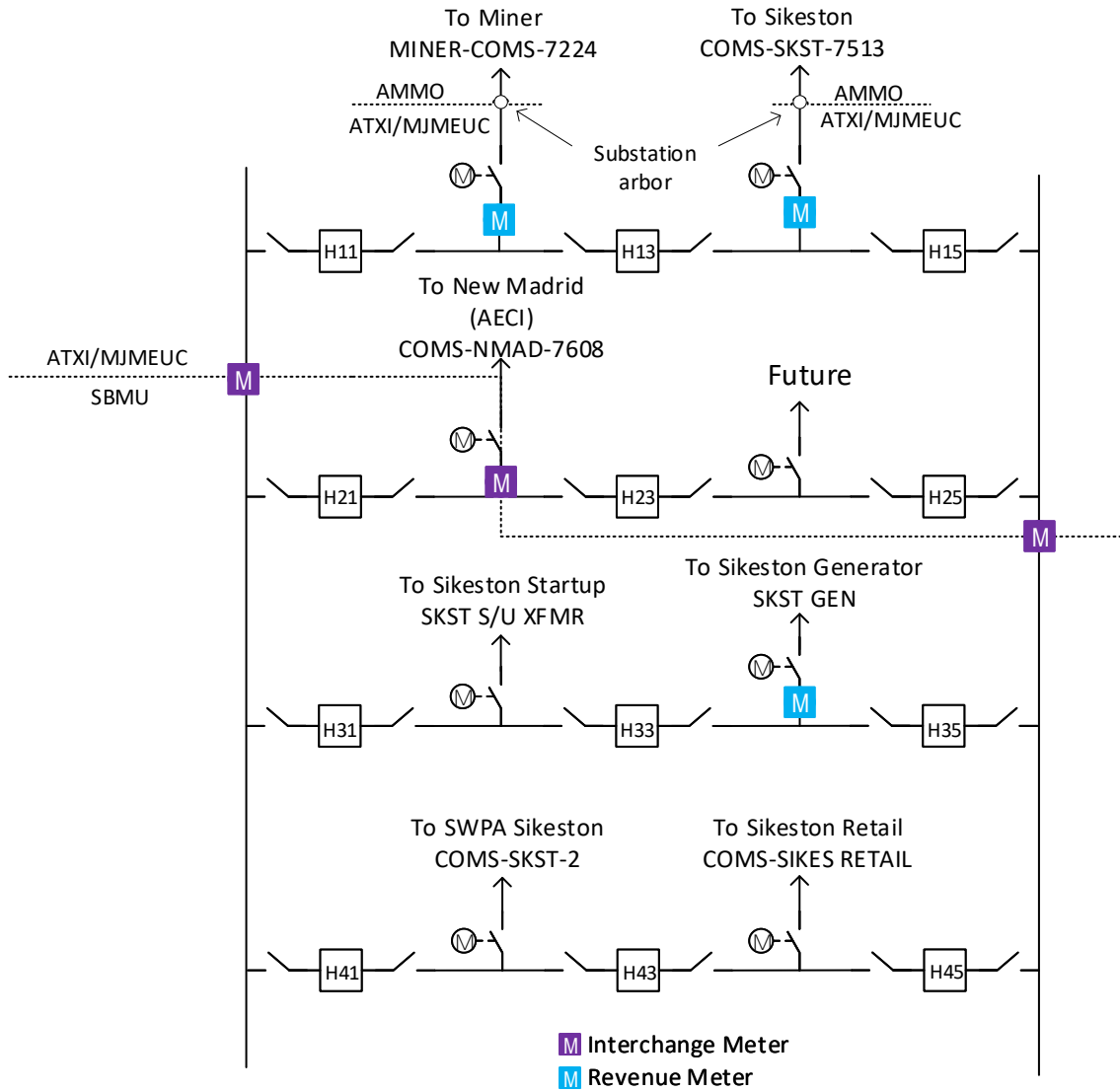


Diagram intended to be electrical one-line only. Physical aspects will vary

Diagram 4 – COMS-NMAD-7608 161 kV & North Primary Substation

ISD: 06/01/2023

Version	Date	Initials
R6	12/06/21	CDK

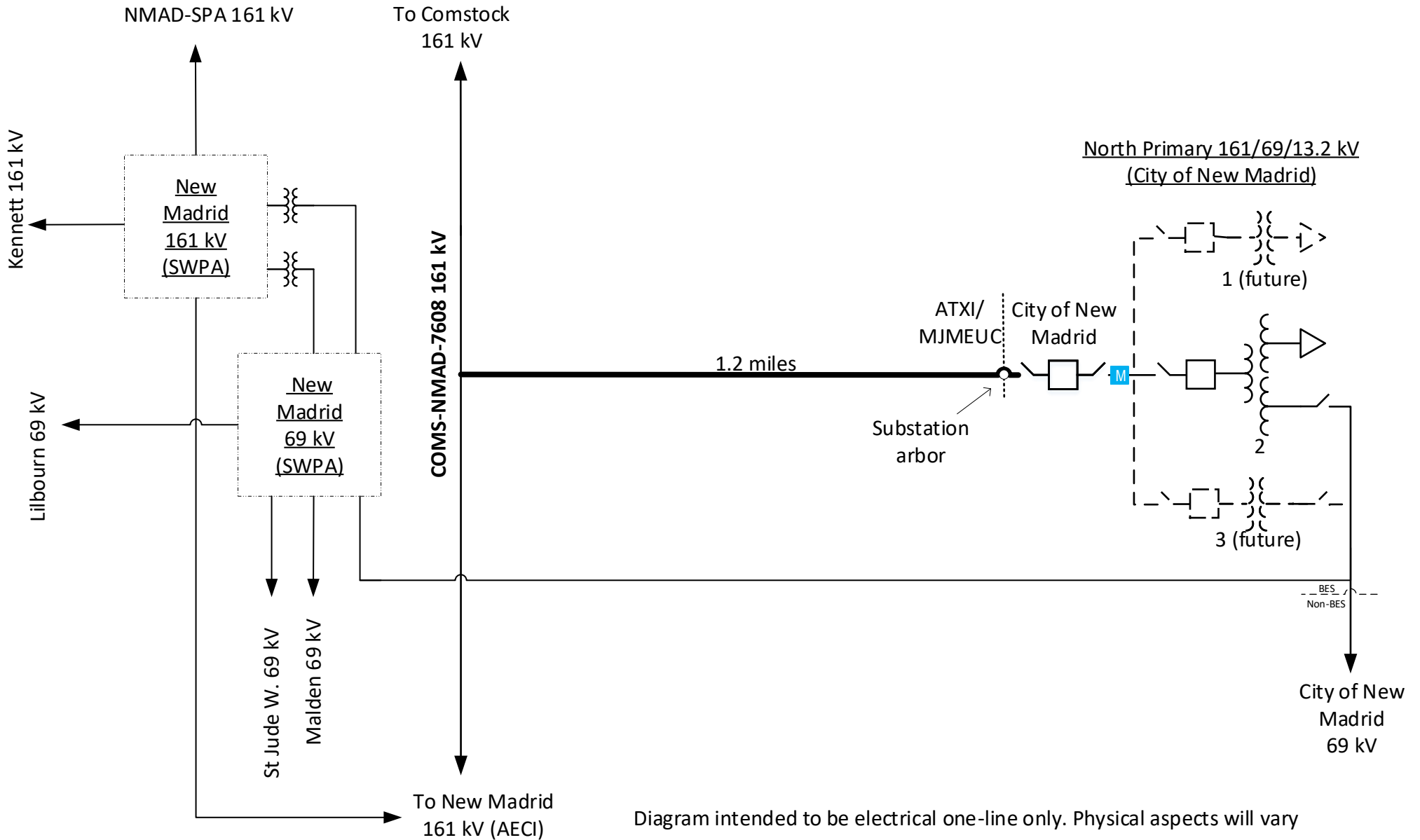


Diagram intended to be electrical one-line only. Physical aspects will vary

EXHIBIT 2.1.4

MJMEUC APPROVALS

Lenders

None.

Lender Approvals

None.

Regulatory Approvals

None.

Other consents, approvals, filings or notices

None.

EXHIBIT 2.2.4

ATXI APPROVALS

Lenders

None.

Lender Approvals

None.

Regulatory Approvals

FERC approval of the filing of the JOA, O&M Service Agreement and Construction Agreement;

MISO Approval of the Expedited Project Review (EPR) Request from ATXI;

Missouri Public Service Commission Certificate of Convenience and Necessity;

Other consents, approvals, filings or notices

Missouri Department of Transportation Highway crossing permit

State of Missouri Land Disturbance Permit (Substation)

State of Missouri Land Disturbance Permit (Transmission Line)

United States Environmental Protection Agency (EPA) Clean Water Act Section 404 Permit

Multiple Railroad permits

Local County Crossing Permits

Section 404 NWP 12

County Assent

Corps of Engineers or Levee District permits

Interconnection agreements

EXHIBIT 2.3.4

SIKESTON APPROVALS

Lenders

BNY Mellon

Lender Approvals

BNY Mellon

Regulatory Approvals

None.

Other consents, approvals, filings or notices

Interconnection Agreements

Railroad permits

Levee permits

Corps of Engineers consent

Balancing Authority Agreements

EXHIBIT 4.4.4

PERMITTED ENCUMBRANCES

[TO BE COMPLETED PRIOR TO CLOSING UPON AGREEMENT BY THE PARTIES.]

EXHIBIT 4.4.4(1)

FORM OF BILL OF SALE

[see attached]

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is made as of _____, 202__ by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, “**Seller**”), and the Missouri Joint Municipal Electric Utility Commission (“**MJMEUC**”) and Ameren Transmission Company of Illinois (“**ATXI**”, together with MJMEUC, “**Buyer**”). Seller and Buyer shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

Pursuant to that certain Purchase Agreement dated _____, 202__ (the “Purchase Agreement”), by and among the Parties, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer a portion of its right, title and interest in the Existing Transmission Line (as such term is defined in the Joint Ownership Agreement dated as of _____, 202__ by and among Sikeston, MJMEUC and ATXI (the “**JOA**”), such interest being a twenty-five percent (25%) undivided ownership interest (the “Existing Transmission Line Ownership Interest”). The Comstock Substation and Reelfoot 161 kV Tap (as such terms are defined in the JOA) have been constructed by ATXI in accordance with the terms of the JOA, and that certain Construction Agreement dated as of _____, 202__ by and between Seller and ATXI.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, Seller hereby agrees as follows:

Section 1. Conveyance and Assignment of the Existing Transmission Line Ownership Interest. Effective as of the date hereof:

- (a) Seller by this Bill of Sale hereby sells, conveys, assigns, transfers and delivers to, and vests in MJMEUC, to have and to hold forever unto MJMEUC, its successors and permitted assigns forever, all of Seller’s right, title and interest, legal and equitable, in a twelve and one quarter percent (12.25%) undivided interest in the Existing Transmission Line Ownership Interest; and
- (b) Seller by this Bill of Sale hereby sells, conveys, assigns, transfers and delivers to, and vests in ATXI, to have and to hold forever unto ATXI, its successors and permitted assigns forever, all of Seller’s right, title and interest, legal and equitable, in a twelve and three quarters percent (12.75%) undivided interest in the Existing Transmission Line Ownership Interest.

Section 2. Terms of the Purchase Agreement. This Bill of Sale is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

Section 3. Successors and Assigns. This Bill of Sale shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

Section 4. Further Assurances. If at any time at or after the date hereof any other instrument of conveyance or transfer, assignment, assumption or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm in Buyer, its successors or permitted assigns, of record or otherwise, the right, title and interest in and to any of the Existing Transmission Line Ownership Interest, Seller agrees to, at Seller's expense, (a) execute and deliver all such reasonable instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such assets and otherwise to carry out the purposes of this Bill of Sale and (b) convey, transfer to and vest in Buyer and to put Buyer in possession and operating control of all or any part of the Existing Transmission Line Ownership Interest.

Section 5. Definitions. Except as expressly defined otherwise in this Bill of Sale, all capitalized terms shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Section 7. Amendment and Modification. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the date first above written.

THE CITY OF SIKESTON, MISSOURI

**THE BOARD OF MUNICIPAL
UTILITIES OF THE CITY OF
SIKESTON, MISSOURI**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

[TO BE COMPLETED PRIOR TO CLOSING UPON AGREEMENT BY THE PARTIES.]

EXHIBIT 4.4.4(b)(1)

FORM OF EASEMENT

Substation Easement (Corporation)

REMS INFORMATION
Agreement ID:
Project ID:

SUBSTATION AND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, _____, that the City of Sikeston, Missouri, its successors and assigns whether one or more and whether an individual, individuals (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto Ameren Transmission Company of Illinois, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual and exclusive right and easement pursuant to the terms contained herein and subject to Grantor's reservation of rights expressed herein, to construct, reconstruct, use, operate, and maintain a substation and [all appurtenances thereto], including but not limited to transformers, switches, ground grid, control enclosures, above and below ground cable and wire, communications cable or wire, and to enclose said facilities with a protective fence, for the transforming, metering, conveying, and transmission of electrical energy ("Substation Facilities") upon, over, and under the following land in Scott County, Missouri, to-wit:

[Insert legal description here.]

Graphic representation shown on Exhibit "A", attached hereto and made a part hereof.

Address of Property: _____

Parcel Number _____

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to use reasonable working space adjacent to said easement tract during construction or maintenance of said substation, and to trim, control, cut and remove, or cause to be removed, at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and with the further right to remove at any time any or all of the said substation, and appurtenances thereto, constructed upon, over or under said land by virtue hereof and to do such other things as are necessary or convenient for the exercise of the rights hereinabove conveyed.

The Easement and rights conveyed to Grantee herein are and remain subject to the continued right of Grantor, its licensees, franchisees, permittees and assigns, to own, construct, reconstruct, repair, remove, expand, patrol, inspect, operate, and maintain any of Grantor's assets, equipment, infrastructure or appurtenances which are currently situated in, on, above or below the area of the easement described above.

Prior to construction of any Substation Facilities, Grantee shall provide Grantor with plans including locations of the proposed Substation Facilities. Grantee and Grantor will cooperate in good faith to share information regarding such Substation Facilities and Grantor's approval of such plans and location of Substation Facilities will not be unreasonably withheld.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's Substation Facilities and shall reimburse the owner thereof for such loss or damages.

Grantee covenants and agrees, at Grantee's sole cost and expense, to indemnify, defend (with legal counsel reasonably acceptable to Grantor), and hold the Grantor, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, proceedings, losses, judgments, damages, encumbrances, liens, defense costs, including attorney fees, that may be incurred by, asserted or awarded against the Grantor as a direct result of the Grantee's construction, operation, maintenance or repair of Grantee's Substation Facilities, or as a direct result of the Grantee's exercise of any of its rights under this Easement, by Grantee, its agents, employees, subcontractors, legal representatives or assigns. Such indemnification obligation of Grantee shall be binding upon Grantee, and its successors and assigns, and shall survive any termination of this Easement or any termination of any of the rights granted Grantee under this Easement, whether any such claim, suit, proceeding, loss, judgment, damage, encumbrance, lien, defense cost, including attorney fees, have been asserted or instituted, or are then known or unknown to the parties, or whether the same are yet capable of ascertainment.

Grantor does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that during any such time that Grantor is such owner, Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that during any such time that Grantor is such Owner, Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

[remainder of page intentionally left blank; signature page follows]

Exhibit "A"

EXHIBIT 4.4.4(b)(2)

FORM OF EASEMENT

Substation Easement (Corporation)

REMS INFORMATION
Agreement ID:
Project ID:

SUBSTATION AND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, _____, that Ameren Transmission Company of Illinois, an Illinois corporation ("ATXI") and the Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), together with their successors and assigns whether one or more and whether an individual, individuals (collectively, hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto the Sikeston Board of Municipal Utilities, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual and exclusive right and easement pursuant to the terms contained herein and subject to Grantor's reservation of rights expressed herein, to access, use, operate, and maintain those facilities owned by Grantee and located within a substation owned by Grantor and [all appurtenances thereto], including but not limited to transformers, switches, ground grid, control enclosures, above and below ground cable and wire, communications cable or wire, for the transforming, metering, conveying, and transmission of electrical energy ("Substation Facilities") upon, over, and under the following land in Scott County, Missouri, to-wit:

[Insert legal description here.]

Graphic representation shown on Exhibit "A", attached hereto and made a part hereof.

Address of Property: _____

Parcel Number _____

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to use reasonable working space adjacent to said easement tract during construction or maintenance of said substation, and to trim, control, cut and remove, or cause to be removed, at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and with the further right to remove at any time any or all of the said substation, and appurtenances thereto, constructed upon, over or under said land by virtue hereof and to do such other things as are necessary or convenient for the exercise of the rights hereinabove conveyed.

The Easement and rights conveyed to Grantee herein are and remain subject to the continued right of Grantor, its licensees, franchisees, permittees and assigns, to own, construct, reconstruct, repair, remove, expand, patrol, inspect, operate, and maintain any of Grantor's assets, equipment, infrastructure or appurtenances which are currently situated in, on, above or below the area of the easement described above.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the operation, maintenance or repair of Grantee's Substation Facilities and shall reimburse the owner thereof for such loss or damages.

Grantee covenants and agrees, at Grantee's sole cost and expense, to indemnify, defend (with legal counsel reasonably acceptable to Grantor), and hold the Grantor, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, proceedings, losses, judgments, damages, encumbrances, liens, defense costs, including attorney fees, that may be incurred by, asserted or awarded against the Grantor as a direct result of the Grantee's construction, operation, maintenance or repair of Grantee's Substation Facilities, or as a direct result of the Grantee's exercise of any of its rights under this Easement, by Grantee, its agents, employees, subcontractors, legal representatives or assigns. Such indemnification obligation of Grantee shall be binding upon Grantee, and its successors and assigns, and shall survive any termination of this Easement or any termination of any of the rights granted Grantee under this Easement, whether any such claim, suit, proceeding, loss, judgment, damage, encumbrance, lien, defense cost, including attorney fees, have been asserted or instituted, or are then known or unknown to the parties, or whether the same are yet capable of ascertainment.

Grantor does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that during any such time that Grantor is such owner, Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that during any such time that Grantor is such Owner, Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

GRANTOR:

AMEREN TRANSMISSION COMPANY
OF ILLINOIS

By _____
Name:
Title:

MISSOURI JOINT MUNICIPAL
ELECTRIC UTILITY COMMISSION

By _____
Name:
Title:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

Exhibit "A"

EXHIBIT 4.4.4(c)

FORM OF PARTIAL ASSIGNMENT OF EASEMENTS

[see attached]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET	
TITLE OF DOCUMENT:	PARTIAL ASSIGNMENT OF EASEMENT AGREEMENTS AND RESERVATION OF RIGHTS
DATE OF DOCUMENT:	_____, 202__
GRANTOR/ASSIGNOR: MAILING ADDRESS:	City of Sikeston _____ _____ _____ The Board of Municipal Utilities of the City of Sikeston _____ _____ _____
GRANTEE(S)/ASSIGNEE(S): MAILING ADDRESS:	Missouri Joint Municipal Electric Utility Commission _____ _____ _____ Ameren Transmission Company of Illinois _____ _____ _____
LEGAL DESCRIPTION:	See Exhibit A and attached hereto
REFERENCE BOOK AND PAGE:	See Exhibit A and attached hereto

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENTS AND RESERVATION OF RIGHTS
TRANSMISSION LINE**

This Partial Assignment of Easement Agreements and Reservation of Rights (this “Assignment Agreement”), is entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, “Sikeston”) and the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) and Ameren Transmission Company of Illinois (“ATXI”). Each of Sikeston, MJMEUC and ATXI may be referred to herein as a “Party” and collectively, the “Parties”.

RECITALS:

A. Sikeston is the owner of certain utility easements and real property rights located in Scott and New Madrid Counties, in the state of Missouri (collectively, the “Easement Rights”), including without limitation, those related to the Existing Transmission Line (as such term is defined in that certain Joint Ownership Agreement, dated _____, by and among Sikeston, MJMEUC and ATXI (the “JOA”). The Easement Rights are more fully described herein and in the instruments listed on **Exhibit A** attached hereto and incorporated.

B. The Comstock Substation and the Reelfoot 161 kV tap (as such terms are defined in the JOA) constructed by ATXI in accordance with the terms of the JOA and that certain Construction Agreement, dated _____, by and between Sikeston and ATXI.

C. Pursuant to the JOA and that certain Purchase Agreement, dated _____, by and among Sikeston and MJMEUC and ATXI (the “Purchase Agreement”), Sikeston is, as of the Effective Date, selling to MJMEUC a twelve and one quarter percent (12.25%) undivided interest in the above-referenced Existing Transmission Line and to ATXI a twelve and three quarters percent (12.75%) undivided interest in the above-referenced Existing Transmission Line, as more particularly described in the JOA and the Purchase Agreement.

D. In connection with the partial sale of the Existing Transmission Line, Sikeston is concurrently partially assigning and transferring the Easement Rights owned by Sikeston to MJMEUC and ATXI, subject to the reservation of certain rights by Sikeston.

E. MJMEUC and ATXI desire to accept the partial assignment of the Easement Rights from Sikeston, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Sikeston, MJMEUC and ATXI agree as follows:

1. Description of Easement Rights. The Easement Rights are the easements and other rights and interests owned or held by Sikeston and described in the instruments creating or identifying such easements, rights, interests, title and privileges which are listed on **Exhibit A**, (the “Easement Agreements”), which also lists the recording information for such instruments. All provisions of the Easement Rights set forth in such instruments listed on **Exhibit A** are incorporated herein. The legal descriptions of the property on which the Easement Rights are located are as set forth in the Easement Agreements (the “Easement Properties”).

2. Assignment of Easement Rights.

(a) Sikeston hereby conveys, assigns, transfers, grants and delivers to MJMEUC, an undivided twelve and one quarter percent (12.25%) interest in and to Sikeston's right, title and interest in and to the Easement Rights and Easement Agreements, with the exception of the Reservation of Rights (defined herein), to have and to hold such Easement Rights and Easement Agreements to MJMEUC, collectively, the "MJMEUC Assigned Rights".

(b) Sikeston hereby conveys, assigns, transfers, grants and delivers to ATXI, an undivided twelve and three quarters percent (12.75%) interest in and to Sikeston's right, title and interest in and to the Easement Rights and Easement Agreements, with the exception of the Reservation of Rights (defined herein), to have and to hold such Easement Rights and Easement Agreements to ATXI, collectively, the "ATXI Assigned Rights".

3. Assumption of Liabilities. Except as may be otherwise agreed to by the Parties:

(a) As to the MJMEUC Assigned Rights, MJMEUC hereby accepts, assumes and agrees to perform or discharge the duties and obligations of Sikeston in the Easement Rights and Easement Agreements (excluding all duties and obligations in the Reservation of Rights set forth in Section 4 below), in accordance with the respective terms of the Easement Rights and Easement Agreements which first arise or accrue on and after the Effective Date. MJMEUC does not assume and has no responsibility or liability for the Reservation of Rights.

(b) As to the ATXI Assigned Rights, ATXI hereby accepts, assumes and agrees to perform or discharge the duties and obligations of Sikeston in the Easement Rights and Easement Agreements (excluding all duties and obligations in the Reservation of Rights), in accordance with the respective terms of the Easement Rights and Easement Agreements which first arise or accrue on and after the Effective Date. ATXI does not assume and has no responsibility or liability for the Reservation of Rights.

4. Reservation of Rights. Sikeston hereby reserves from the conveyance of the MJMEUC Assigned Rights and the ATXI Assigned Rights, for the benefit and continued ownership of Sikeston or its licensees or permittees an undivided seventy five percent (75%) interest in any of its rights under the Reservation of Rights, interfere with the assignment and grant to Assignee in this Assignment Agreement.

5. Assignment. Sikeston may not, without the prior written approval of MJMEUC and ATXI in each instance, assign, convey or transfer any of the Reservation of Rights.

6. Definitions. Except as defined otherwise in this Assignment Agreement, all capitalized terms shall have the meanings ascribed to such terms in the JOA.

7. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

8. Amendment and Modification. This Assignment Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

9. Counterparts. This Assignment Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument.

10. Binding Effect. The assignment of the Easement Rights and the Reservation of Rights created and imposed herein shall be effective upon the Effective Date and shall continue in full force and effect and shall run with land, to the benefit of and being binding upon Sikeston and Assignee and all owners of the Easement Rights, and their successors, successors-in-title, and assigns, subject to the terms and provisions of the Easement Agreements.

11. Severability. In the event any provision or portion of this Assignment Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. No Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Easement Rights or any portions of the Easement Properties, to the general public.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement as of the date first above written.

SIKESTON:

CITY OF SIKESTON, MISSOURI

By _____

Name:

Title:

**THE BOARD OF MUNICIPAL
UTILITIES OF THE CITY OF
SIKESTON, MISSOURI**

By _____

Name:

Title:

MJMEUC:

**MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION**

By _____

Name:

Title:

ATXI:

**AMEREN TRANSMISSION COMPANY OF
ILLINOIS**

By _____

Name:

Title:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

EXHIBIT A

Description of the Instruments for the Easement Rights

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of _____, 2022 (“**Execution Date**”), by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, “**Sikeston**” or “**Seller**”), the Missouri Joint Municipal Electric Utility Commission (“**MJMEUC**”) and Ameren Transmission Company of Illinois (“**ATXI**”, together with MJMEUC, “**Buyers**”). Seller and Buyers shall be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Seller is the owner of that certain Existing Transmission Line (as such term is defined in the Joint Ownership Agreement dated as of the date hereof by and among Sikeston, MJMEUC and ATXI (the “**JOA**”)) located in Scott and New Madrid Counties, in the state of Missouri, as shown on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Comstock Substation and the Reelfoot 161 kV Tap (as such terms are defined in the JOA) have been constructed by ATXI in accordance with the terms of the JOA, and that certain Construction Agreement, dated as of the date hereof, by and between Sikeston and ATXI;

WHEREAS, Pursuant to that Construction Agreement, ATXI intends to modify the Existing Transmission Line by constructing a new, 0.2-mile line extension that will interconnect the existing SPA Sikeston Substation to the Comstock Substation as part of the Project (as defined in the JOA);

WHEREAS, MJMEUC desires to buy and Sikeston is willing to sell a twelve and one quarter percent (12.25%) undivided interest in the Existing Transmission Line (the “**MJMEUC Interest**”) pursuant to the terms and conditions set forth herein;

WHEREAS, ATXI desires to buy and Sikeston is willing to sell a twelve and three quarters percent (12.75%) undivided interest in the Existing Transmission Line (the “**ATXI Interest**”) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, agreements, representations and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the JOA.

Article II. PURCHASE AND SALE OF INTERESTS

Section 2.01 Sale of Interests.

(a) Upon the terms and subject to the conditions in this Agreement, at the Closing (as defined in Article II below) Seller shall sell, transfer, convey, and deliver to MJMEUC, and MJMEUC shall purchase “**AS IS, WHERE IS**” from Seller, all of Seller's right, title, and interest in and to the MJMEUC Interest.

(b) Upon the terms and subject to the conditions in this Agreement, at the Closing (as defined in Article II below) Seller shall sell, transfer, convey, and deliver to ATXI, and ATXI shall purchase **“AS IS, WHERE IS”** from Seller, all of Seller's right, title, and interest in and to the ATXI Interest.

Section 2.02 Assumption of Liabilities.

(a) On and subject to the terms and conditions of this Agreement, and except as otherwise agreed to by the Parties, MJMEUC agrees to assume and become responsible for all liabilities and obligations related to or arising from the MJMEUC Interest from and after the Closing.

(b) On and subject to the terms and conditions of this Agreement, and except as otherwise agreed to by the Parties, ATXI agrees to assume and become responsible for all liabilities and obligations related to or arising from the ATXI Interest from and after the Closing.

Section 2.03 Property Rights.

(a) At Closing, Seller shall grant to MJMEUC, free of any gaps, sufficient easement or property rights for MJMEUC to have sufficient access to the Existing Transmission Line to maintain, replace, renew and operate the entirety of the MJMEUC Interest in the Existing Transmission Line. The property rights Seller will provide to MJMEUC are described in that certain Partial Assignment of Easement Agreements and Reservation of Rights dated as of the date hereof by and among the Parties (the “Partial Assignment”) and shall also include any and all other property rights necessary, as further described on Exhibit C attached hereto and incorporated herein (the **“Property Rights”**).

(b) At Closing, Seller shall grant to ATXI, free of any gaps, sufficient easement or property rights for ATXI to have sufficient access to the Existing Transmission Line to maintain, replace, renew and operate the entirety of the ATXI Interest in the Existing Transmission Line. The Property Rights Seller will provide to ATXI are described in the Partial Assignment and shall also include any and all other property rights necessary, as further described on Exhibit C attached hereto and incorporated herein.

(c) In the event Sikeston is unable to obtain the Property Rights prior to Closing, Sikeston shall indemnify and hold harmless ATXI and MJMEUC from any liabilities or obligations which may arise because of a failure of Sikeston to hold or obtain and partially assign the Property Rights to ATXI and MJMEUC.

Section 2.04 Purchase Price.

(a) The purchase price (**“MJMEUC Purchase Price”**) for the MJMEUC Interest and associated property rights shall be Four Hundred Ninety Thousand dollars (\$490,000.00). The Purchase Price shall be paid by MJMEUC to Seller at the Closing in U.S. Dollars by electronic funds transfer to an account designated by Seller.

(b) The purchase price (**“ATXI Purchase Price”**) for the ATXI Interest and associated property rights shall be Five Hundred Ten Thousand dollars (\$510,000.00). The Purchase Price shall be paid by ATXI to Seller at the Closing in U.S. Dollars by electronic funds transfer to an account designated by Seller and may be applied to any payments due from Seller to ATXI as set forth in the Construction Agreement.

Article III.
CLOSING

Section 3.01 Time and Place of Closing. The consummation of the transactions contemplated by this Agreement shall take place on the date and time set forth for Closing under the JOA.

Section 3.02 Closing Deliveries by Seller. At the Closing, Seller shall deliver the following:

- (a) the Bill of Sale to MJMEUC and ATXI attached hereto as Exhibit B executed by Seller;
- (b) the Partial Assignments of Easement Agreements and Reservation of Rights attached hereto as Exhibit C executed by Seller; and
- (c) such other instruments of sale, transfer, conveyance, and assignment as each Buyer and its counsel may reasonably request.

Section 3.03 Closing Deliveries by MJMEUC. At the Closing, MJMEUC shall deliver to Seller the following:

- (a) the MJMEUC Purchase Price and
- (b) such other instruments of sale, transfer, conveyance, and assignment as Seller and its counsel may reasonably request.

Section 3.04 Closing Deliveries by ATXI. At the Closing, ATXI shall deliver to Seller the following:

- (a) the ATXI Purchase Price and
- (b) such other instruments of sale, transfer, conveyance, and assignment as Seller and its counsel may reasonably request.

Section 3.05 Post-Closing Matters. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Parties may reasonably request, all at the sole cost and expense of the requesting Party.

Article IV. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to MJMEUC and ATXI as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

Section 4.01 Title. Seller has good and marketable title to the MJMEUC Interest and the ATXI Interest and related Property Rights to be transferred to MJMEUC and ATXI under this Agreement. The MJMEUC Interest and the ATXI Interest and related Property Rights will be transferred at the Closing free and clear of all mortgages, liens, claims, charges, security interests, and other encumbrances of any nature whatsoever.

Section 4.02 Authority, Consents and Enforceability. The execution, delivery, and performance by the Seller of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by Seller, and this Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

Section 4.03 Condition. All of the interests to be sold or transferred to MJMEUC and ATXI hereunder are being sold or transferred "**AS IS WHERE IS**" to MJMEUC and ATXI on the Closing Date.

Section 4.04 Environmental Condition. To the best of the Seller's knowledge, the MJMEUC Interest and the ATXI Interest and related Property Rights, or anything connected to the MJMEUC Interest and the ATXI Interest and related Property Rights, are in material compliance with applicable environmental laws, do not contain any hazardous substances and, as of the Execution Date, there is no potential remediation required by any Governmental Authority, including any court, relating solely to the MJMEUC Interest and the ATXI Interest and related Property Rights.

Section 4.05 Tax Matters. Seller has paid on a timely basis all taxes relating to the MJMEUC Interest and the ATXI Interest and related Property Rights, if any, that are due and payable. There are no liens with respect to any taxes on any of the MJMEUC Interest and the ATXI Interest and related Property Rights, other than statutory liens for current taxes not yet due and payable. Seller has not received written notice from a Governmental Authority of any pending or threatened audits, investigations, disputes, notices of deficiency, claims, or other actions or proceedings for or relating to any taxes of Seller related to the MJMEUC Interest or the ATXI Interest and related Property Rights which would result in any liens on any MJMEUC Interest or the ATXI Interest and related Property Rights or result in a material liability of MJMEUC or ATXI for any tax payment or other obligation.

Section 4.06 Permits. Seller has or, prior to Closing, shall obtain at its sole cost and expense all permits, including, but not limited to, any permits required by railroads, required to operate the Existing Transmission Line, and to the extent such permits may be assigned, shall partially assign such permits to MJMEUC and ATXI in conjunction with the sale of the MJMEUC Interest to MJMEUC and the ATXI Interest to ATXI.

Article V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Each Buyer hereby represents and warrants, as to itself but not as to the other Buyer, as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

Section 5.01 MJMEUC Authority, Consents and Enforceability. The execution, delivery, and performance by MJMEUC of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by MJMEUC, and this Agreement has been duly and validly executed and delivered by MJMEUC and constitutes the valid and binding obligation of MJMEUC, enforceable in accordance with its terms.

Section 5.02 ATXI Authority, Consents and Enforceability. The execution, delivery, and performance by ATXI of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by ATXI Buyer, and this Agreement has been duly and validly executed and delivered by ATXI and constitutes the valid and binding obligation of ATXI, enforceable in accordance with its terms.

Article VI.

CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of each Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, any or all of which may be waived, in whole or in part, by each Buyer.

Section 6.01 Representations and Warranties True at Closing. All representations and warranties by the Seller in this Agreement or in any written statement that shall be delivered to MJMEUC and ATXI by Seller under this Agreement shall be true to the knowledge of Seller in all material respects on and as of the Closing Date as though made at that time, except for changes contemplated by this Agreement.

Section 6.02 Performance of Obligations. MJMEUC and ATXI shall have duly performed all the obligations, acts and undertakings to be performed by it on or prior to the Closing Date.

Section 6.03 Regulatory Approval. MJMEUC shall have obtained all required regulatory approvals to acquire the MJMEUC Interest and related Property Rights, if any. ATXI shall have obtained all required regulatory approvals to acquire the ATXI Interest and related Property Rights, if any.

Section 6.04 Approval. The execution and delivery of this Agreement and the performance of its covenants and obligations under it shall have been duly authorized by all necessary corporate action of MJMEUC and ATXI.

Article VII. **CONDITIONS TO OBLIGATIONS OF SELLER**

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, any or all of which may be waived, in whole or in part, by the Seller.

Section 7.01 Representations and Warranties True at Closing. The representations and warranties made by MJMEUC and ATXI under this Agreement or any document or instrument delivered to the Seller, or its representatives hereunder, shall, to the knowledge of MJMEUC and ATXI, as applicable, be true and correct on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement.

Section 7.02 Performance of Obligations. MJMEUC and ATXI shall have duly performed all the obligations, acts and undertakings to be performed by it on or prior to the Closing Date.

Section 7.03 Approval. The execution and delivery of this Agreement and the performance of its covenants and obligations under it shall have been duly authorized by all necessary action of Seller.

Article VIII. **COVENANTS**

Section 8.01 General. During the period from the Execution Date to the Closing, each of the Parties shall use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in Articles VI and VII).

Section 8.02 FERC Approvals. Prior to the Closing, MJMEUC and ATXI shall promptly and diligently take all commercially reasonable actions to make any filings and obtain any approvals, if necessary, as required by regulatory agencies including, but not limited to, the Missouri Public Service Commission and the Federal Energy Regulatory Commission for acquisition of the MJMEUC Interest and the ATXI Interest and related Property Rights, as applicable.

Article IX. **GENERAL PROVISIONS**

Section 9.01 Expenses. Each of MJMEUC, ATXI and Seller shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, all transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be paid by MJMEUC, with respect

to the MJMEUC Interest and related Property Rights and ATXI, with respect to the ATXI Interest and related Property Rights, when due, and MJMEUC and ATXI shall, each at its own expense, file all necessary tax returns and other documentation with respect to all such taxes, fees and charges, and, if required by Requirements of Law, the Parties will, and will cause their affiliates to, join in the execution of any such tax returns and other documentation.

Section 9.02 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties.

Section 9.03 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the purchase and sale of the MJMEUC Interest and the ATXI Interest and related Property Rights, except as may be set forth in the JOA and other Ancillary Agreements (as such term is defined in the JOA) and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby.

Section 9.04 Miscellaneous. No supplement, modification, or waiver of this Agreement shall be binding unless in writing and signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. The section headings are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All of the exhibits, attachments and schedules attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

Section 9.05 Governing Law. To the extent not governed by federal law, regulation or order, this Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Execution Date.

SIKESTON

THE CITY OF SIKESTON, MISSOURI

By: _____

Name: _____

Its: _____

THE BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI

By: _____

Name: _____

Its: _____

**MISSOURI JOINT MUNICIPAL
ELECTRIC UTILITY COMMISSION**

By: _____

Name: _____

Title: _____

**AMEREN TRANSMISSION COMPANY OF
ILLINOIS**

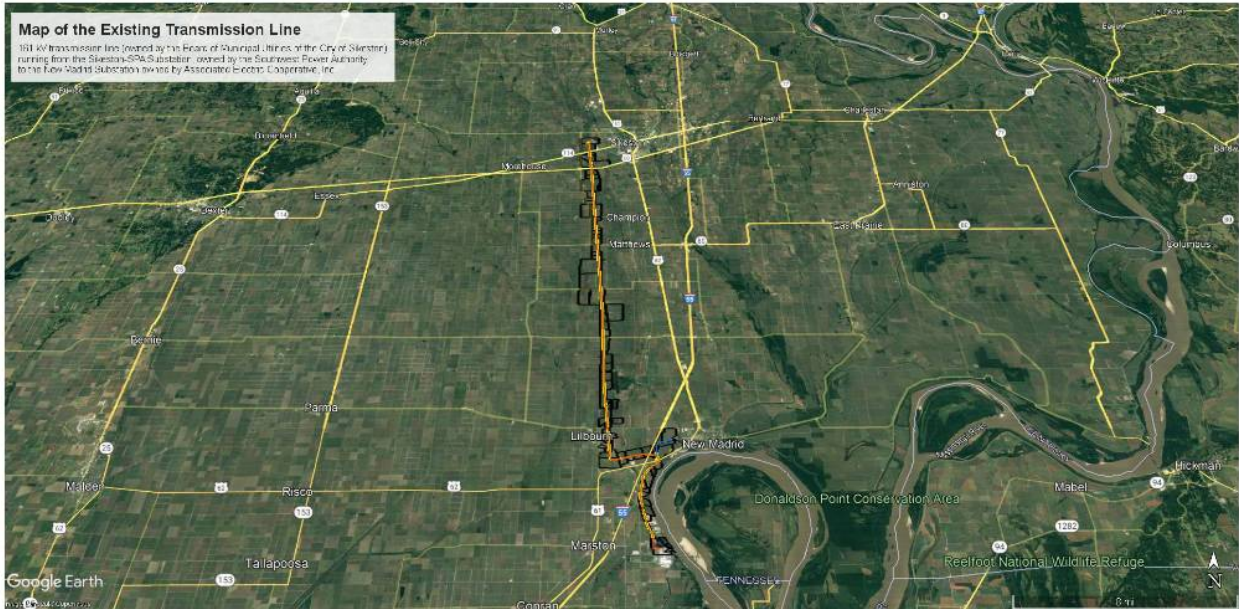
By: _____

Name: _____

Title: _____

EXHIBIT A

The EXISTING TRANSMISSION LINE



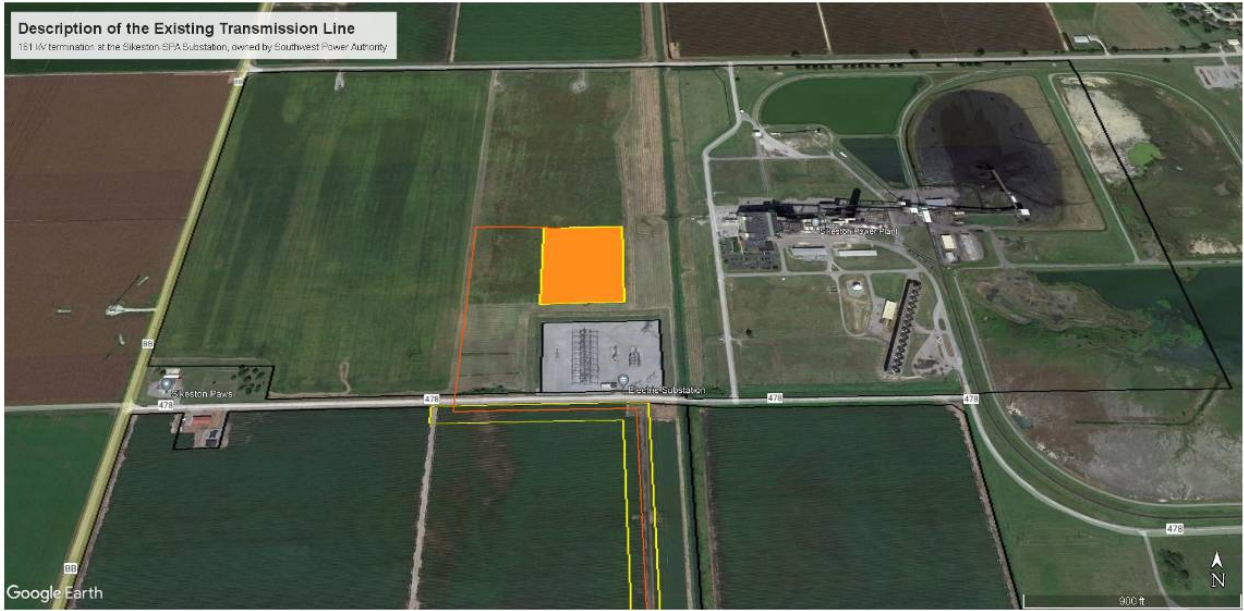


EXHIBIT B
BILL OF SALE

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is made as of _____, 202__ by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, “**Seller**”), and the Missouri Joint Municipal Electric Utility Commission (“**MJMEUC**”) and Ameren Transmission Company of Illinois (“**ATXI**”, together with MJMEUC, “**Buyer**”). Seller and Buyer shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

Pursuant to that certain Purchase Agreement dated _____, 202__ (the “Purchase Agreement”), by and among the Parties, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer a portion of its right, title and interest in the Existing Transmission Line (as such term is defined in the Joint Ownership Agreement dated as of _____, 202__ by and among Sikeston, MJMEUC and ATXI (the “**JOA**”), such interest being a twenty-five percent (25%) undivided ownership interest (the “Existing Transmission Line Ownership Interest”). The Comstock Substation and Reelfoot 161 kV Tap (as such terms are defined in the JOA) have been constructed by ATXI in accordance with the terms of the JOA, and that certain Construction Agreement dated as of _____, 202__ by and between Seller and ATXI.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, Seller hereby agrees as follows:

Section 1. Conveyance and Assignment of the Existing Transmission Line Ownership Interest. Effective as of the date hereof:

- (a) Seller by this Bill of Sale hereby sells, conveys, assigns, transfers and delivers to, and vests in MJMEUC, to have and to hold forever unto MJMEUC, its successors and permitted assigns forever, all of Seller’s right, title and interest, legal and equitable, in a twelve and one quarter percent (12.25%) undivided interest in the Existing Transmission Line Ownership Interest; and
- (b) Seller by this Bill of Sale hereby sells, conveys, assigns, transfers and delivers to, and vests in ATXI, to have and to hold forever unto ATXI, its successors and permitted assigns forever, all of Seller’s right, title and interest, legal and equitable, in a twelve and three quarters percent (12.75%) undivided interest in the Existing Transmission Line Ownership Interest.

Section 2. Terms of the Purchase Agreement. This Bill of Sale is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

Section 3. Successors and Assigns. This Bill of Sale shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

Section 4. Further Assurances. If at any time at or after the date hereof any other instrument of conveyance or transfer, assignment, assumption or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm in Buyer, its successors or permitted assigns, of record or otherwise, the right, title and interest in and to any of the Existing Transmission Line Ownership Interest, Seller agrees to, at Seller's expense, (a) execute and deliver all such reasonable instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such assets and otherwise to carry out the purposes of this Bill of Sale and (b) convey, transfer to and vest in Buyer and to put Buyer in possession and operating control of all or any part of the Existing Transmission Line Ownership Interest.

Section 5. Definitions. Except as expressly defined otherwise in this Bill of Sale, all capitalized terms shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Section 7. Amendment and Modification. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the date first above written.

THE CITY OF SIKESTON, MISSOURI

**THE BOARD OF MUNICIPAL
UTILITIES OF THE CITY OF
SIKESTON, MISSOURI**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Description of the Instruments for the Easement Rights

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET	
TITLE OF DOCUMENT:	PARTIAL ASSIGNMENT OF EASEMENT AGREEMENTS AND RESERVATION OF RIGHTS
DATE OF DOCUMENT:	_____, 202__
GRANTOR/ASSIGNOR: MAILING ADDRESS:	City of Sikeston _____ _____ _____ The Board of Municipal Utilities of the City of Sikeston _____ _____ _____
GRANTEE(S)/ASSIGNEE(S): MAILING ADDRESS:	Missouri Joint Municipal Electric Utility Commission _____ _____ _____ Ameren Transmission Company of Illinois _____ _____ _____
LEGAL DESCRIPTION:	See Exhibit A and attached hereto
REFERENCE BOOK AND PAGE:	See Exhibit A and attached hereto

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENTS AND RESERVATION OF RIGHTS
TRANSMISSION LINE**

This Partial Assignment of Easement Agreements and Reservation of Rights (this “Assignment Agreement”), is entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (collectively, “Sikeston”) and the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) and Ameren Transmission Company of Illinois (“ATXI”). Each of Sikeston, MJMEUC and ATXI may be referred to herein as a “Party” and collectively, the “Parties”.

RECITALS:

A. Sikeston is the owner of certain utility easements and real property rights located in Scott and New Madrid Counties, in the state of Missouri (collectively, the “Easement Rights”), including without limitation, those related to the Existing Transmission Line (as such term is defined in that certain Joint Ownership Agreement, dated _____, by and among Sikeston, MJMEUC and ATXI (the “JOA”). The Easement Rights are more fully described herein and in the instruments listed on **Exhibit A** attached hereto and incorporated.

B. The Comstock Substation and the Reelfoot 161 kV tap (as such terms are defined in the JOA) constructed by ATXI in accordance with the terms of the JOA and that certain Construction Agreement, dated _____, by and between Sikeston and ATXI.

C. Pursuant to the JOA and that certain Purchase Agreement, dated _____, by and among Sikeston and MJMEUC and ATXI (the “Purchase Agreement”), Sikeston is, as of the Effective Date, selling to MJMEUC a twelve and one quarter percent (12.25%) undivided interest in the above-referenced Existing Transmission Line and to ATXI a twelve and three quarters percent (12.75%) undivided interest in the above-referenced Existing Transmission Line, as more particularly described in the JOA and the Purchase Agreement.

D. In connection with the partial sale of the Existing Transmission Line, Sikeston is concurrently partially assigning and transferring the Easement Rights owned by Sikeston to MJMEUC and ATXI, subject to the reservation of certain rights by Sikeston.

E. MJMEUC and ATXI desire to accept the partial assignment of the Easement Rights from Sikeston, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Sikeston, MJMEUC and ATXI agree as follows:

1. Description of Easement Rights. The Easement Rights are the easements and other rights and interests owned or held by Sikeston and described in the instruments creating or identifying such easements, rights, interests, title and privileges which are listed on **Exhibit A**, (the “Easement Agreements”), which also lists the recording information for such instruments. All provisions of the Easement Rights set forth in such instruments listed on **Exhibit A** are incorporated herein. The legal descriptions of the property on which the Easement Rights are located are as set forth in the Easement Agreements (the “Easement Properties”).

2. Assignment of Easement Rights.

(a) Sikeston hereby conveys, assigns, transfers, grants and delivers to MJMEUC, an undivided twelve and one quarter percent (12.25%) interest in and to Sikeston's right, title and interest in and to the Easement Rights and Easement Agreements, with the exception of the Reservation of Rights (defined herein), to have and to hold such Easement Rights and Easement Agreements to MJMEUC, collectively, the "MJMEUC Assigned Rights".

(b) Sikeston hereby conveys, assigns, transfers, grants and delivers to ATXI, an undivided twelve and three quarters percent (12.75%) interest in and to Sikeston's right, title and interest in and to the Easement Rights and Easement Agreements, with the exception of the Reservation of Rights (defined herein), to have and to hold such Easement Rights and Easement Agreements to ATXI, collectively, the "ATXI Assigned Rights".

3. Assumption of Liabilities. Except as may be otherwise agreed to by the Parties:

(a) As to the MJMEUC Assigned Rights, MJMEUC hereby accepts, assumes and agrees to perform or discharge the duties and obligations of Sikeston in the Easement Rights and Easement Agreements (excluding all duties and obligations in the Reservation of Rights set forth in Section 4 below), in accordance with the respective terms of the Easement Rights and Easement Agreements which first arise or accrue on and after the Effective Date. MJMEUC does not assume and has no responsibility or liability for the Reservation of Rights.

(b) As to the ATXI Assigned Rights, ATXI hereby accepts, assumes and agrees to perform or discharge the duties and obligations of Sikeston in the Easement Rights and Easement Agreements (excluding all duties and obligations in the Reservation of Rights), in accordance with the respective terms of the Easement Rights and Easement Agreements which first arise or accrue on and after the Effective Date. ATXI does not assume and has no responsibility or liability for the Reservation of Rights.

4. Reservation of Rights. Sikeston hereby reserves from the conveyance of the MJMEUC Assigned Rights and the ATXI Assigned Rights, for the benefit and continued ownership of Sikeston or its licensees or permittees an undivided seventy five percent (75%) interest in any of its rights under the Reservation of Rights, interfere with the assignment and grant to Assignee in this Assignment Agreement.

5. Assignment. Sikeston may not, without the prior written approval of MJMEUC and ATXI in each instance, assign, convey or transfer any of the Reservation of Rights.

6. Definitions. Except as defined otherwise in this Assignment Agreement, all capitalized terms shall have the meanings ascribed to such terms in the JOA.

7. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

8. Amendment and Modification. This Assignment Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

9. Counterparts. This Assignment Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument.

10. Binding Effect. The assignment of the Easement Rights and the Reservation of Rights created and imposed herein shall be effective upon the Effective Date and shall continue in full force and effect and shall run with land, to the benefit of and being binding upon Sikeston and Assignee and all owners of the Easement Rights, and their successors, successors-in-title, and assigns, subject to the terms and provisions of the Easement Agreements.

11. Severability. In the event any provision or portion of this Assignment Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. No Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Easement Rights or any portions of the Easement Properties, to the general public.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement as of the date first above written.

SIKESTON:

CITY OF SIKESTON, MISSOURI

By _____

Name:

Title:

**THE BOARD OF MUNICIPAL
UTILITIES OF THE CITY OF
SIKESTON, MISSOURI**

By _____

Name:

Title:

MJMEUC:

**MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION**

By _____

Name:

Title:

ATXI:

**AMEREN TRANSMISSION COMPANY OF
ILLINOIS**

By _____

Name:

Title:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of _____, and said individual acknowledged said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State set forth above on the date last written above.

Notary Public

My term expires:

EXHIBIT C

PARTIAL ASSIGNMENT OF EASEMENTS

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (this “Agreement”) is entered into as of the ___ day of _____, 2022 (“Effective Date”), by and among the City of Sikeston, Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri, a municipal utility, with offices at 107 East Malone, Sikeston, MO (collectively, “Sikeston”), Ameren Transmission Company of Illinois, an Illinois corporation, with offices at 1901 Chouteau Avenue, St. Louis Missouri 63103 (“ATXI”) and the Missouri Joint Municipal Electric Utility Commission, a Missouri joint action agency, with offices at 1808 I-70 Dr. Southwest, Columbia, Missouri 65203 (“MJMEUC”). ATXI, Sikeston and MJMEUC are sometimes referred to herein individually as a “Party and collectively as the “Parties.”

RECITALS:

A. Following the closing of the transactions pursuant to Purchase Agreement dated as of the date hereof among the Parties (the “Sales Transactions”), Sikeston will be the owner of a seventy-five percent (75%) undivided interest in that certain electric transmission line known as the SPA-Sikeston – AECI New Madrid transmission line, including all conductors and insulators and other appurtenances associated therewith, located in Scott and New Madrid Counties, Missouri, all as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Existing Transmission Line”).

B. Following the closing of the Sales Transactions, ATXI will be the owner of a twelve and three quarters percent (12.75%) undivided interest in the Existing Transmission Line.

C. Following the closing of the Sales Transactions, MJMEUC will be the owner of a twelve and one quarter percent (12.25%) undivided interest in the Existing Transmission Line.

D. Sikeston desires to grant to ATXI and ATXI desires to accept from Sikeston certain rights with respect to rebuilding of the Existing Transmission Line, subject to and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, Sikeston does hereby grant to ATXI the option to rebuild the Existing Transmission Line, pursuant to the following terms and conditions:

1. Option to Rebuild.

(a) For a period of five (5) years from the Effective Date of this Agreement (the “Rebuild Option Term”), Sikeston hereby grants to ATXI the exclusive right and option to rebuild the Existing Transmission Line (the “Rebuild Option”), subject to Sikeston’s right to rebuild pursuant to Section 1(b) below. The cost of securing the Rebuild Option is Five Hundred Thousand and no/100 Dollars (\$500,000), which shall be paid by ATXI to Sikeston within five (5) business days of the Effective Date of this Agreement (the “Rebuild Option Payment”). The Existing Transmission Line, as rebuilt in accordance with Section 1(a) or (b), is referred to herein as the “Rebuilt Transmission Line.”

(b) Notwithstanding the Rebuild Option granted in Section 1(a) above and the payment of the Rebuild Option Payment, if Sikeston determines in its sole discretion it has a need to rebuild all or part of the Existing Transmission Line, Sikeston may request that ATXI exercise the Rebuild Option. In the event that ATXI declines to exercise the Rebuild Option following such a request from Sikeston,

Sikeston shall have the right to proceed with rebuilding the Existing Transmission Line at its sole cost and expense and this Agreement shall terminate and be of no further force or effect. If Sikeston elects to rebuild the Existing Transmission Line, it shall provide ATXI and MJMEUC with at least 60 MW of transmission capacity on the Rebuilt Transmission Line, from the Comstock Substation to the AECI New Madrid Substation at no cost to ATXI and MJMEUC. This requirement to provide transmission capacity shall survive the termination of this Agreement upon Sikeston's election to rebuild the Existing Transmission Line.

2. Right of First Refusal.

(a) Upon the expiration of the Rebuild Option Term without the exercise of the Rebuild Option, Sikeston agrees to grant ATXI a further option and right of first refusal to rebuild the Existing Transmission Line (the "ROFR Option") for an additional period of five (5) years from the expiration of the Rebuild Option Term (the "Initial ROFR Term"). The cost of the Initial ROFR Option is Five Hundred Thousand and no/100 Dollars (\$500,000) (the "Initial ROFR Payment"), which shall be paid by ATXI to Sikeston with ATXI's written notice to Sikeston of ATXI's exercise of its intent to continue the ROFR Option, but in no event shall such payment be made later than the date upon which the Rebuild Option is scheduled to expire. The ROFR Term may be extended by ATXI for two (2) additional terms of five (5) years each (each, a "Renewal ROFR Term"). The Initial ROFR Term, together with the Renewal ROFR Terms shall constitute the "ROFR Term". Upon the exercise of each of the Renewal ROFR Terms, ATXI shall pay to Sikeston an additional sum of Five Hundred Thousand and no/100 Dollars (\$500,000) (each a "Renewal ROFR Payment"). ATXI shall exercise each Renewal ROFR Term by providing notice of such extension in writing to Sikeston not less than thirty (30) days prior to then-current expiration date of the ROFR Term and including the Renewal ROFR Payment with such notice.

(b) Consistent with the ROFR Option granted to ATXI in Section 2(a) above, if Sikeston elects to rebuild the Existing Transmission Line during the ROFR Term (the "Sikeston Option") or Sikeston has an offer from a third party ("Third Party Offer") to rebuild the Existing Transmission Line then Sikeston shall provide ATXI at least ninety (90) days' written notice (the "Sikeston Rebuild Notice") of its intent to rebuild the Existing Transmission Line or any offer from third party. The Sikeston Rebuild Notice shall be accompanied by proposed terms and conditions for the rebuilding of the Existing Transmission Line presented to, or prepared by, Sikeston (the "Proposed Terms"). If Sikeston exercises the Sikeston Option, then the Proposed Terms shall be those found in Section 3 below or, if a Third Party Offer, then the Proposed Terms shall be those terms and conditions proposed by the third party. Upon receipt of the Sikeston Rebuild Notice, ATXI shall, within ninety (90) days of receipt of the Sikeston Rebuild Notice, elect in writing to either: (i) exercise the ROFR and rebuild the Existing Transmission Line in accordance with the Proposed Terms; or (ii) decline to rebuild the Existing Transmission Line. In the event ATXI declines to rebuild the Existing Transmission Line, this Agreement shall terminate and be of no further force or effect. If Sikeston elects to rebuild or allow a third party to rebuild the Existing Transmission Line, it shall provide ATXI and MJMEUC with at least 60 MW of transmission capacity on the Rebuilt Transmission Line, from the Comstock Substation to the AECI New Madrid Substation at no cost to ATXI or MJMEUC. This requirement to provide transmission capacity shall survive the termination of this Agreement upon Sikeston's election to rebuild the Existing Transmission Line during the ROFR Term.

3. **Further Agreements.** In the event ATXI elects to exercise the Rebuild Option or the ROFR Option on its own or in response to a Sikeston Option and rebuilds the Existing Transmission Line during the Rebuild Option Term or the ROFR Term, the following terms and conditions shall apply:

(a) ATXI will make an additional payment to Sikeston (the "Exercise Payment") which shall equal to \$2,000,000 less any amounts previously paid by AXTI for the Rebuild Option Payment, the Initial ROFR Payment, and any Renewal ROFR Payment to Sikeston under this Agreement;

(b) ATXI shall provide Sikeston with a minimum of 254 MW of undivided 161kV ownership in the Rebuilt Transmission Line, from the Comstock Substation to the AECI New Madrid Substation, or, 161kV conductors with a minimum rating of 254MW, insulators, and arms on the Rebuilt Transmission Line at no cost to Sikeston;

(c) Sikeston shall assign, or shall cause to be assigned, in whole or in part, any existing and current easements necessary for the rebuilding of the Existing Transmission Line to ATXI to accommodate the joint ownership of the Rebuilt Transmission Line;

(d) Sikeston shall have the right, but not the obligation, to invest in the rebuilding of the Existing Transmission Line in an amount not to exceed the new installed cost of its ownership as described in 3(b) above.

(e) ATXI shall be responsible for obtaining any additional property rights required to rebuild the Existing Transmission Line, while ensuring either by virtue of easements to be required by ATXI or rights retained by Sikeston under prior easements, that Sikeston retains the right to utilize the property upon which the Rebuilt Transmission Line is located;

(f) Subject to Sikeston's option to invest in the Rebuilt Transmission Line as set forth in Section 3(d) above, ATXI shall be responsible for all costs associated with rebuilding the Existing Transmission Line;

(g) The Parties shall negotiate a Joint Use Agreement to define roles, responsibilities and cost share for the Rebuilt Transmission Line. The Joint Use Agreement shall note the following:

- i. ATXI shall be responsible for the operation of the Rebuilt Transmission Line;
- ii. ATXI shall be responsible for all maintenance associated with the foundations, structures and 345 kV conductor, insulators and appurtenances of the Rebuilt Transmission Line;
- iii. Sikeston shall be responsible for the maintenance associated with the 161 kV conductor, insulators and appurtenances;
- iv. ATXI and Sikeston shall agree which Party shall perform the other maintenance activities associated with the Rebuilt Transmission Line; including routine inspections, testing vegetation maintenance and other tasks; and
- v. ATXI and Sikeston shall negotiate in good faith the cost share for the operation and maintenance of the Rebuilt Transmission Line; provided that such cost share shall be commensurate with the ownership of assets in the Rebuilt Transmission Line.

(h) ATXI shall cooperate with MJMEUC to ensure that the Net Book Value of MJMEUC's original investment in the Existing Transmission Line is maintained with respect to the Rebuilt Transmission Line. The Parties agree, in good faith, to discuss a potential investment by MJMEUC in the Rebuilt Transmission Line. As used herein, "Net Book Value" shall mean the original cost of property, plant and equipment value reflected on the applicable asset register based on the applicable financial

statements reduced by accumulated depreciation associated with the property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements, such property, plant and equipment having been reduced by any amount(s) received from any customer(s) as a contribution in aid of construction, in all cases in accordance with the FERC Uniform System of Accounts.

4. **Other Agreements.** The Parties are also parties to those certain agreements described as the Operations and Maintenance Agreement, and Interconnection Agreement(s), all dated as of the date hereof (collectively, the “Ancillary Agreements”). The Parties acknowledge and agree that they will work in good faith to revise and renegotiate the Ancillary Agreements and enter into any additional agreements, as necessary, in conjunction with exercise of the Rebuild Option or the ROFR Option and the rebuilding of the Existing Transmission Line.

5. **Notices.** All notices and other communications under this Agreement are to be in writing and delivered by overnight courier services, and shall be deemed given one (1) business day after delivery to the overnight courier service with payment provided for. In each case addressed to the recipient at their address set forth above or to such other address as any Party may designate by written notice to the other Parties in accordance with the terms of this Section.

6. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be amended except in writing and executed by each of the Parties. If all or any portion of this Agreement shall be declared invalid or unenforceable under applicable law, then this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein, and the remainder of this Agreement shall remain in full force and effect.

7. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

8. **Successors and Assigns.** Any Party to this Agreement may assign its rights or obligations hereunder upon receipt of the written consent of the other Parties, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, executors, successors and assigns.

9. **Recording.** The Parties agree that this Agreement shall not be filed of record.

10. **Indemnification.** The Parties agrees to defend, indemnify and hold harmless one another and each of their directors, officers, agents and employees (the “Indemnified Parties”) from, and against any loss, damage, claim, liability, debt, obligation, or expense, including, without limitation, reasonable attorneys’ fees (collectively, “Damages”), incurred, suffered, paid by or resulting to any of the Indemnified Parties that results from, arises out of or in connection with, is based upon, or exists by reason of any breach or default in any representation or warranty of another Party or Parties set forth in this Agreement or in the performance by a Party of any covenant or obligation set forth in this Agreement.

The terms of this Section 10 shall survive the expiration or termination of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATXI:

Ameren Transmission Company of Illinois

By: _____
Name: _____
Its: _____

SIKESTON:

THE CITY OF SIKESTON, MISSOURI

By: _____
Name: _____
Its: _____

THE BOARD OF MUNICIPAL UTILITIES OF THE
CITY OF SIKESTON, MISSOURI

By: _____
Name: _____
Its: _____

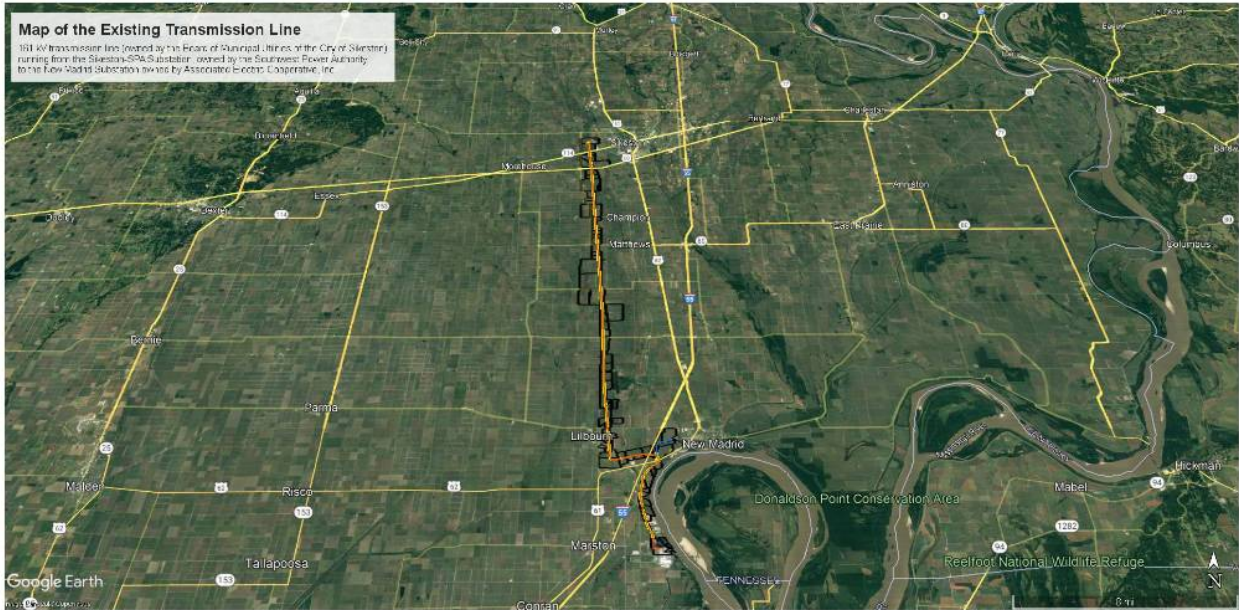
MJMEUC:

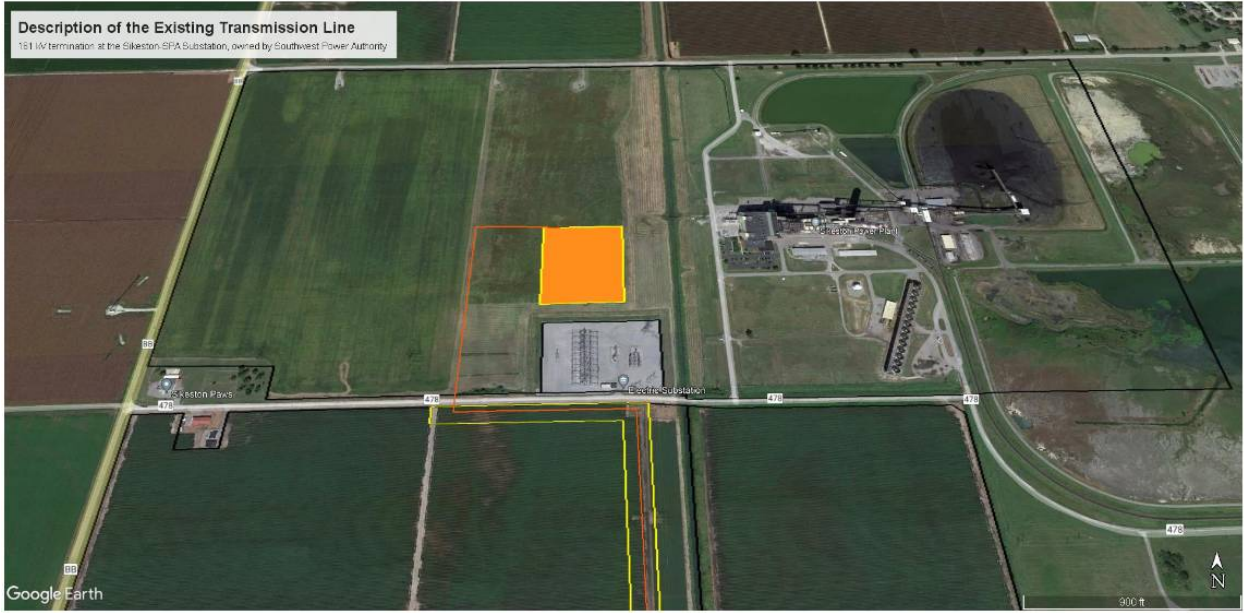
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY
COMMISSION

By: _____
Name: _____
Its: _____

EXHIBIT A

Description of the Existing Transmission Line







107 East Malone Avenue
P.O. Box 370
Sikeston, Missouri 63801

Phone: (573) 471-3328
Fax: (573) 471-7288
Webpage: www.sikestonbmu.org

Rick Landers, General Manager

6/17/22

Sikeston City Council
105 E Center
Sikeston, Mo 63801

RE: Wastewater Rate Increase

Dear Council Members,

In 2018, the BMU Board engaged the services of Utility Financial Solutions (UFS) to look at BMU wastewater rate design and needs to address capital infrastructure.

From this 2018 review, UFS prepared a rate design that showed the need for increases for five consecutive years. The BMU Board and the City Council approved the first three years of increases in September 2018. At that time, UFS felt the best approach would be to implement three years of the increases. Then do a second evaluation of the rate performance, the infrastructure needs, and update cost estimates to better determine the rate needed. The last of these three rate increases went into effect in January 2021.

Per the original plan, the second evaluation was performed by Waters Engineering, with the results provided in November 2021. Included in the study were revised engineering cost estimates for the immediate plant repairs, the plant headworks, and the cost of building a new wastewater plant. Upon review of the results, the BMU Board decided to recommend three consecutive wastewater increases in order to fund the more pressing repairs, the plant headworks and to reevaluate the rates needed for construction of a new wastewater plant at a later date.

The rates presented for your approval will increase the average residential customer's monthly sewer bill by \$14.23 over a period of three years. It is also to be noted that some of the aging infrastructure to be addressed has recently failed and the plant is no longer able to perform within the required limits. The combination of an inadequate headworks and aging equipment was finally too much to overcome.

On behalf of the BMU Board, I hereby request the Council's consideration and approval of these agreements.

Sincerely,

Rick Landers
BMU General Manager

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6270 AND SHALL AMEND CHAPTER 705 SECTION 705.040 – SEWER-RATE SCHEDULE, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

WHEREAS, In 2018 Board of Municipal Utilities (BMU) engaged the services of Utility Financial Solutions (UFS) to look at BMU wastewater rate design and needs to address capital infrastructure, and

WHEREAS, From this 2018 review, UFS prepared a rate design that showed the need for increases for five consecutive years. The BMU Board and the City Council approved the first three years of increase in September 2018 and the last of these rate increases went into effect in January 2021, and

WHEREAS, A second evaluation of rate performance was conducted by Waters Engineering which included cost estimates for the immediate plant repairs, the plant headworks and the cost of building a new wastewater plant. The BMU Board decided to recommend three consecutive wastewater increases to fund the repairs, plant headworks and reevaluate the rates needed for construction of a new wastewater plant at a later date; and

WHEREAS, The rates presented will increase the average residential customer’s monthly sewer bill by \$14.23 over a period of three (3) years.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

SECTION I: This Ordinance shall be codified in Title VII, Chapter 705 of the Sikeston Municipal Code.

SECTION II: Section 705.040 is hereby amended and shall read as follows:

Section 705.040. Sewer – Rate Schedule.

The sewer rates to be charged by the Board of Municipal Utilities of the City, from and after August 4, 2022, shall be in accordance with Exhibit A, which is on file in the City offices, attached to the ordinance codified in this Section and made a part hereof as if more fully set out in this section.

SECTION III: General Repealer Section: Any ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION IV: Severability: Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

- A. Bill Number 6270 was introduced and read the first time this 27th day of June 2022.
- B. Bill Number 6270 was read the second time and discussed this 5th day of July, 2022, and voted as follows:
 - Self _____, Williams _____, Teachout _____, Leible _____,
 - Robison _____, Baker _____, and Turnbow _____,
 - thereby being _____,
 - and becoming Ordinance 6270.
- C. Ordinance 6270 shall be in full force and effect from and after August 4, 2022.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Sikeston BMU
Sewer Rate Design

Wastewater				
Monthly Facilities Charge				
Meter Size	Current	2022	2023	2024
3/4"	\$ 4.25	\$ 4.50	\$ 4.75	\$ 5.00
1"	\$ 4.25	\$ 4.50	\$ 4.75	\$ 5.00
1 1/2"	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50
2"	\$ 13.00	\$ 13.75	\$ 14.50	\$ 15.25
3"	\$ 55.00	\$ 58.25	\$ 61.50	\$ 64.75
4"	\$ 100.00	\$ 105.00	\$ 112.50	\$ 120.00
6"	\$ 250.00	\$ 265.00	\$ 280.00	\$ 295.00
8"	\$ 375.00	\$ 400.00	\$ 420.00	\$ 440.00
Volume Charge				
Usage	Current	2022	2023	2024
Per 1,000 Gallons	\$ 3.12	\$ 4.64	\$ 5.19	\$ 5.82



Sikeston BMU Wastewater Rate Design



Mark Beauchamp, CPA, CMA, MBA
President, Utility Financial Solutions

South Wastewater Treatment Plant

Three Plants in One:

Plant 001 - 1954

- Mothballed
- Beyond reasonable to reopen

Plant 002 - 1968

- Contact stabilization
- Approximately 2 – 2.5 MGD capacity when new
- Valves worn out
- Both clarifiers have been rebuilt
- Concrete cracking
- Blowers and controls have been rebuilt multiple times; new blowers needed
- Roof and buildings in need of repair
- Air leaks
- At end of life

Plant 003 - 1988

- Oxidation ditch
- Approximately 2 MGD capacity when new
- Needs major overhaul
- Cannot shut down for repairs due to lack of capacity
- Controls completely rusted and unusable
- One clarifier has been rebuilt
- Aerators need to be rebuilt

South Wastewater Treatment Plant



South Wastewater Treatment Plant

No longer performing at an acceptable level due to:

- Aged equipment needing rebuilding or maintenance
 - It is not possible to shut the plant down long enough to perform the required maintenance and still meet the service requirements
- Equipment being used differently than originally designed
 - The main equipment being used outside of its design are the Headworks and sludge handling systems which are shared by plants 002 and 003
 - Headworks does not have the ability to screen out trash coming in, causing the plant to “plug up”
 - Sludge handling system also in need of improvements to be done at a later date

Compliance Concerns

The State of Missouri issues NPDES discharge permits with renewal every 5 years

- Discharge limits have been progressively lowered with each successive renewal
- With the most recent permit changes, the plant is challenged to meet current regulations
- Current permits expire in September of 2025
- New permits will likely be issued in 2026 and new permit limits requiring increased levels of treatment could come that soon
 - It is probable that a new plant would not need to be in service before 2030

Waters Engineering Findings

Based on study of the system over the last 10 years, the following results were presented on 11/18/21. The planning for growth included a 25% increase in system loading for the City proper and doubling of the flow from the Industrial park over a 20-year planning period

Phase 1

Cleaning, repair, and replacement items needed to meet existing demands

- Timing: Immediately
- Cost: \$3,050,000

Phase 2

Find and correct stormwater inflow sources found in collection system

- Timing: Already begun, to continue over the next 10 years
- Cost: \$200,000 per year

Phase 3

Replace three lift stations and install two new force mains

- Timing: Over the next 5 years
- Cost: \$3,000,000

Phase 4

Construct new headworks and replace plant pumping station

- Timing: As soon as possible
- Cost: \$9,400,000

Phase 5

New Wastewater Treatment Plant

- Timing: After 2026 permit renewal process; no sooner than 2030
- Cost: \$48,000,000

Summary of Action Items

(due to deteriorating conditions and inflation, estimated costs are increasing rapidly)

Complete Phases 1 and 4 at a cost of \$12,450,000

Continue with Phase 2 at a cost of \$200,000 per year for the next 10 years

Phase 3 work over the next five years at a cost of \$3,000,000

Phase 5 becomes an action item if the South Plant can no longer comply with environmental regulations or requires some other major investment

Phase I Plant Repairs and Replacements



Phase 4 Headworks



Phase 4 Headworks (cont.)



Funding

Consumer Wastewater Rates

- Traditional funding source – Utility Financial Solutions rate review

Grants

- Goal is to secure as much grant funding as possible
- BMU has provided the DNR with information on several projects for which we would seek grant funding and will stay engaged in this process

Residential Wastewater

Change in Monthly Cost for Average 5,000-gallon user

July 1, 2022	July 1, 2023	July 1, 2024
\$7.84	\$3.03	\$3.36

Wastewater Rate Comparison

Monthly Average Residential Wastewater Bill of Missouri Cities

Updated : 04/13/2022	
Community	Monthly Sewer Bill (5,000-gallon user)
Dexter	\$ 14.75
Sikeston Current	\$ 19.85
West Plains	\$ 20.59
Kennett	\$ 24.95
Bertrand	\$ 25.00
New Madrid	\$ 25.58
East Prairie	\$ 27.50
Morehouse	\$ 27.50
Sikeston 2023	\$ 27.69
Charleston	\$ 28.02
Scott City	\$ 28.50
Columbia	\$ 29.41
Poplar Bluff	\$ 29.50
Sikeston 2024	\$ 30.72
Cape Girardeau	\$ 31.13
Jackson	\$ 31.41
Carthage	\$ 32.35
Sikeston 2025	\$ 34.08
Springfield	\$ 39.40
Farmington	\$ 39.85
Fulton	\$ 41.80
Morley	\$ 45.00
Perryville	\$ 47.88

Council Letter

Date of Meeting: 22-06-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st and 2nd Reading and Consideration, Emergency Bill #6269, Request to subdivide at 1330 S. Main

Attachment(s):

1. Bill #6269
2. Plat

Action Options:

1. Conduct 1st and 2nd Reading and approve request to approve proposed subdivision of a tract of land at 1330 S. Main.
2. Other action Council may deem appropriate

Background:

The Planning and Zoning Commission met on June 14, 2022, and passed a favorable recommendation to approve the request from Joel Montgomery to subdivide a tract of land at 1330 S. Main St in the City of Sikeston, Missouri.

Due to the timeline constraints, this matter is being presented as an emergency measure.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6269 PROVIDING FOR THE APPROVAL OF A PROPOSED SUBDIVISION OF A TRACT OR PARCEL OF LAND BEING KNOWN AS 1330 S. MAIN STREET IN THE CITY OF SIKESTON, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: The Planning and Zoning Commission met on June 14, 2022 and passed a favorable recommendation to approve the proposed subdivision of a tract or parcel of land in the City of Sikeston, Missouri. The tract or parcel of land, which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as 1330 S. Main:

"A tract or parcel of land situated in USPS 1127, township 26 North, range 14 East of the 5th principal meridian in the City of Sikeston, county of New Madrid and state of Missouri and being known as a part of parcel of land conveyed to Montgomery Associates, L.P. By deed recorded in instrument 20181286 in the New Madrid County recorder of deeds office. Subject to all easements, if any, affecting the same."

SECTION III: Said plat and subdivision is accepted and approved subject to full compliance with all applicable building and other codes and the stormwater management plan.

SECTION IV: General Repealer Section. Any other ordinance or parts thereof inconsistent herewith, are hereby repealed.

SECTION V: Severability. Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Emergency Clause. This ordinance is adopted as an emergency measure in order to meet time restraints.

SECTION VII: Record of Passage

A. Bill Number 6269 was introduced and read the first time this 27th day of June 2022.

B. Bill Number 6269 was read the second time this 27th day of June 2022, and was voted as follows;

Self, _____, Baker, _____, Leible, _____, Robison, _____
Teachout, _____, Williams, _____, and Turnbow _____,
hereby being _____.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6269 and shall be in full force and effect.

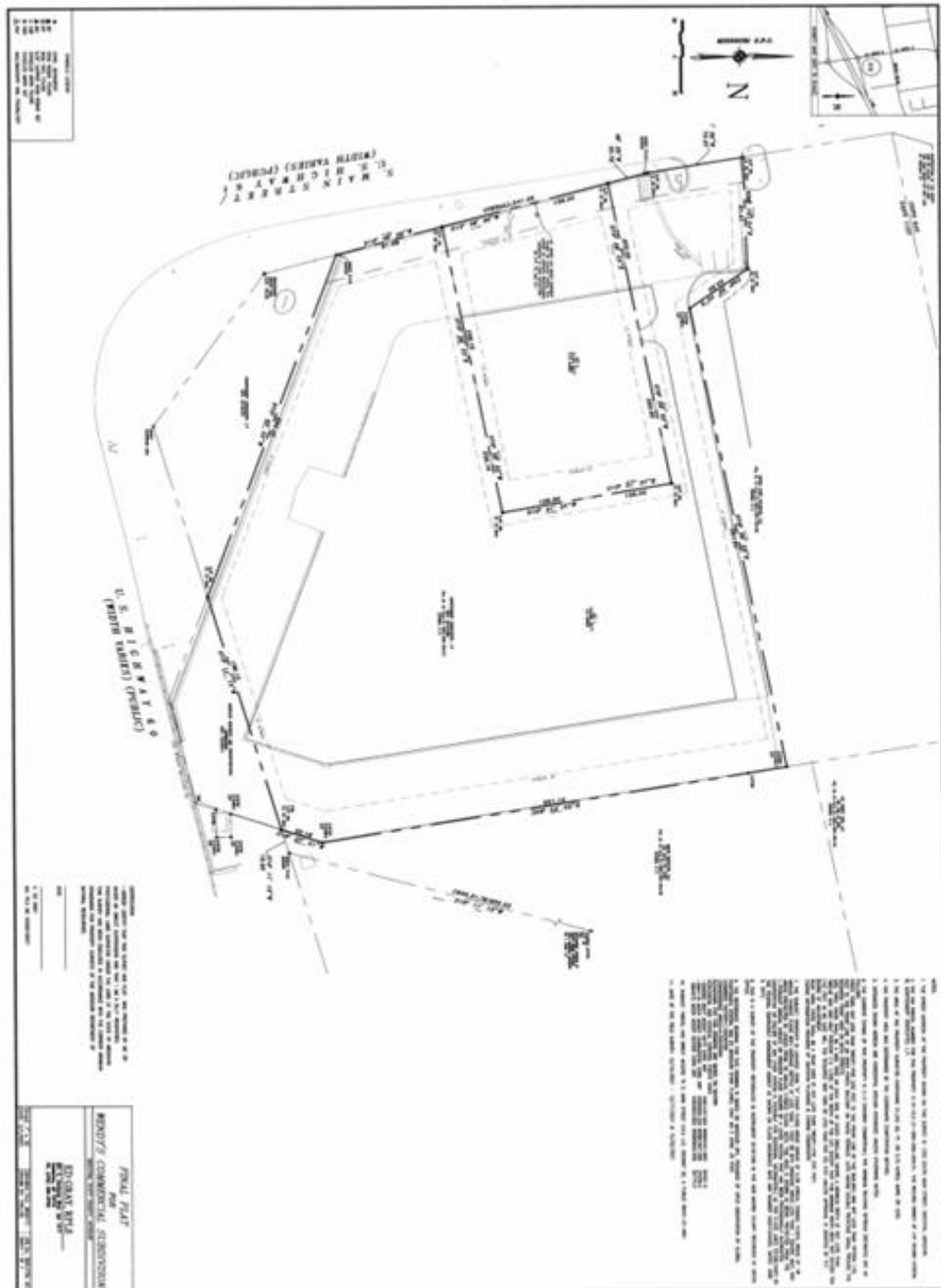
Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Exhibit "A"



Council Letter

Date of Meeting: 22-06-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance- In-Home Dog Grooming

Attachment(s):

1. Letter of Request
2. Application
3. Plat
4. Zoning Map

Action Options:

1. Approve/Disapprove Request
2. Other action Council may deem appropriate

Background:

Staff received a request from Kent McDonald for conditional variance use for an in-home dog grooming business, to be located at 506 E Center St.

The Planning and Zoning committee met June 14, 2022 and passed a favorable recommendation to approve the rezoning request.

April 29, 2022

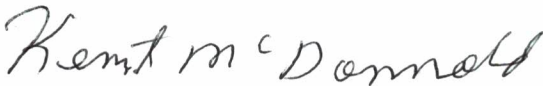
Planning & Zoning Commission – City of Sikeston

Re: Conditional Use Variance for 506 E Center

We are requesting a conditional use variance for an in-home business to be located at 506 E Center St. The business is a dog grooming business, and is currently located at 134 E Front – Sandy Paws Grooming.

We are requesting to relocate the business to our home at 506 E Center St. The business will be by appointment only, and only 1 client at a time. We have two rooms on the ground floor that will be converted into the office space and grooming space. This will take up less than 15% of our residence.

Sincerely,

A handwritten signature in cursive script that reads "Kent McDonnold".

Kent McDonnold

Application to Planning and Zoning Commission
City of Sikeston, Missouri

19765

Attachments needed:

- Letter of Request accompanying sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development.
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning request)
- Legal Description must be provided in a Word Document on a flash drive. (for zoning request)

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2nd) Tuesday of each month.

To be completed by the applicant

Applicant Name(s): Kent McDonnold 573-820-4691
Address: 506 E. Center St Sikeston, Mo 63801

I/We apply to the Planning and Zoning Commission for the following manner:

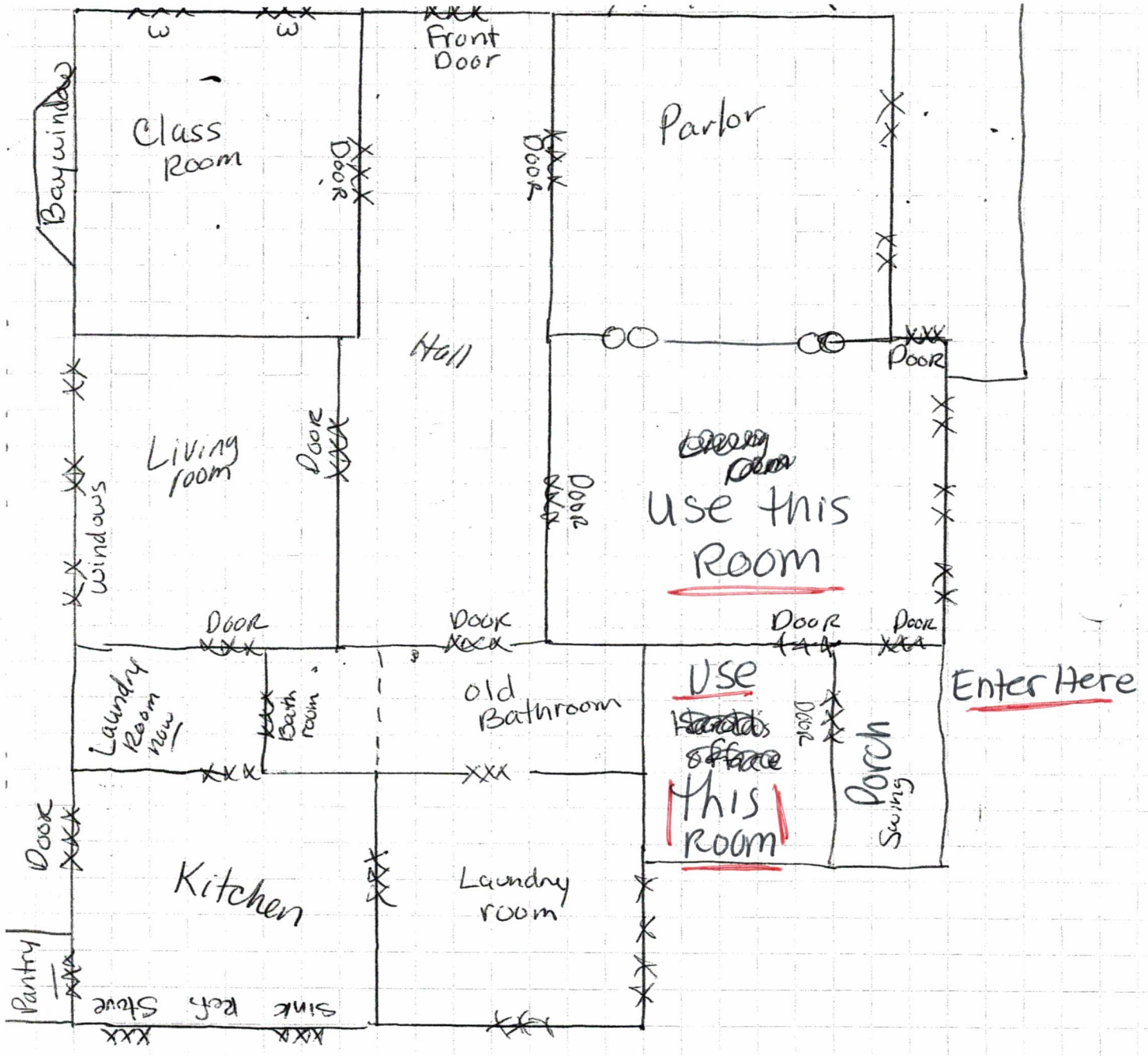
<p>For a Zoning Request:</p> <ol style="list-style-type: none">1. Address of property, if available: _____2. Legal description of property: _____3. Property owner: _____4. Current zoning: _____5. Type of zoning requested: _____
<p>For a Subdivision Request:</p> <ol style="list-style-type: none">1. Address of property, if available: _____2. Legal description of property: _____3. Property Owner: _____4. Current number of lots: _____5. Proposed number of lots: _____
<p>For a Conditional Use Variance:</p> <ol style="list-style-type: none">1. Address of Property <u>506 E Center St. Sikeston 63801</u>2. Legal Description of Property: _____3. Property Owner: <u>Kent McDonnold</u>4. Why is a conditional use being sought? <u>moving business</u> What purpose is the conditional use to serve: <u>Dog Grooming</u>

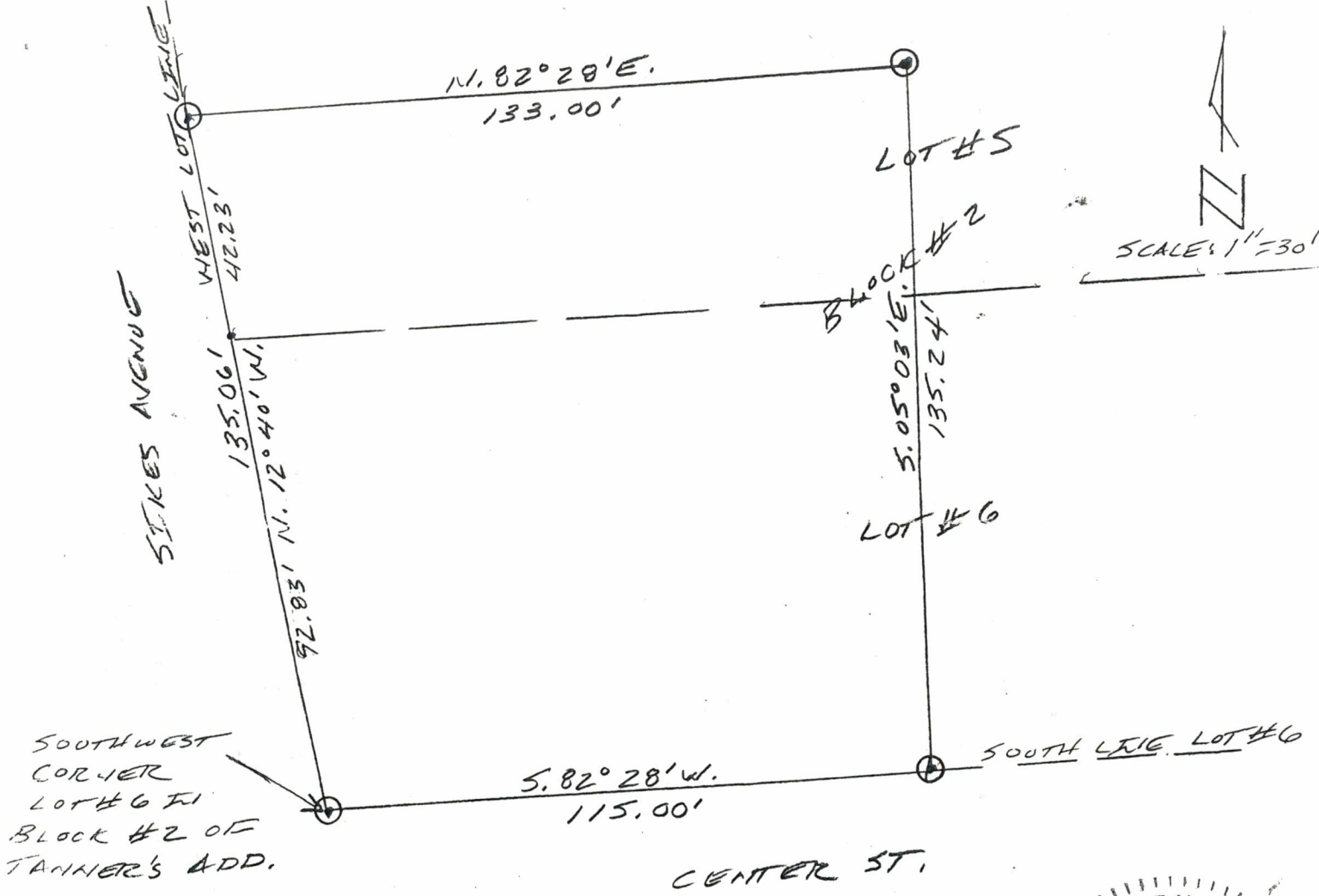
Kent McDonnold
Applicant Name (Please print)

Kent P. McDonnold
Applicant's Signature

Applicant Name (Please print)

Applicant Signature





Ashley Hervoyavich

PROPERTY DESCRIPTION:

A tract or parcel of land lying and being a part of Lots Numbered Five (5) and Six (6) in Block Numbered Two (2) of Tanner's Addition to the City of Sikeston, Scott County, Missouri and being more fully described as follows: Beginning at the Southwest Corner of Lot 6, Block 2 of Tanner's Addition; thence N. 12° 40' W. on and along the West Line of Lots 5 and 6 a distance of 135.66 feet to a point; thence N. 82° 28' E. parallel to the South Line of Lots 5 and 6 a distance of 133 feet to a point; thence S. 05° 03' E. a distance of 135.24 feet to a point set in the South Line of Lot 6; thence S. 82° 28' W on and along said South Line of Lot 6 a distance of 115 feet to the point of beginning. Subject to all right-of-ways and easements, if any, affecting the same.

CERTIFICATION:

This is to certify that the above plat is in accordance with a survey made during April 2013, and in accordance with requirements of the standards for boundary surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors.



0 100 feet

Council Letter

Date of Meeting: 22-06-27

Originating Department: Community Development

To the Mayor and City Council:

Subject: Enforcing Ordinance of Derelict Vehicles

Attachment(s):

1. Highlighted Ordinance of Derelict Vehicles
2. SOP
3. Pictures of examples
4. Current Derelict Vehicle Sticker

Action Options:

1. Notice to update Council of our standard operating procedures of our Derelict Vehicle Ordinance.

Background:

Community Development has seen an increase in derelict vehicles on private properties and abandoned vehicles on City of Sikeston properties. We are starting to take more action against these violations.

Examples of the offences are as follows:

- No visible registration on vehicles or 6 months expired
- Car covers on vehicles
- Vehicles in state of disrepair or disassembly
- Major mechanical repair

Highlighted Ordinance of Derelict Vehicles

Section 500.570. Adoption of Property Maintenance Code

[Ord. No. 5943^{LU} §II, 11-4-2013; Ord. No. 6178, 1-6-2020; Ord. No. 6250, 12-6-2021]

A certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council," be and is hereby adopted as the Property Maintenance Code of the City of Sikeston in the State of Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2018 International Property Maintenance Code and Appendix A are hereby referred to, adopted and made a part thereof, as if fully set out in this Article with the additions, insertions, deletions and changes prescribed in Section **500.580** of this Article.

Editor's Note: This ordinance also repealed former Section 500.570, Adoption of Property Maintenance Code, adopted 7-19-1995 by Ord. No. 5056, and former Section 500.580, Additions, Insertions and Changes, adopted 7-19-1995 by Ord. No. 5056, as amended 2-4-2010 by Ord. No. 5803.

12. In Section 202 General definitions, insert:

CURRENTLY UNREGISTERED MOTOR VEHICLE

A motor vehicle which is not currently registered with the Missouri Department of Revenue by the owner thereof.

JUNKED MOTOR VEHICLE

Any motor vehicle which is partially dismantled, wrecked or disabled and which cannot safely or legally be operated on the thoroughfares, highways, roads, streets, avenues, boulevards, parkways, or alleys in the State of Missouri.

MOTOR VEHICLE

Any self-propelled land vehicle used for towing or transporting people or materials, excluding farm machinery.

MOTOR VEHICLE ACCESSORIES

Any part or parts of any motor vehicle.

15. In Section 302.8, Motor vehicles (page 11, seventh line), insert: "Whenever the City Manager or his/her duly authorized representative determines that a motor vehicle or motor vehicle accessories are being maintained in violation of this code, notice of said violation shall be directed to the owner of said motor vehicle or motor vehicle accessories and, if the violation has occurred on private property where the same is being unlawfully maintained, notification will be made in person, or a representative shall affix a copy of said notice to said motor vehicle or motor vehicle accessories. Said notice shall advise the owner of said motor vehicle or motor vehicle accessories, and, if required, the owner, custodian or occupant of the private property to abate said violation within ten (10) days from the date on said notice.
- a. It shall be unlawful for the owner of any junked motor vehicle or motor vehicle accessories or any owner, occupant, or custodian of any private property to maintain or allow to remain on said private property any junked motor vehicle or motor vehicle accessories or to allow same to remain upon any public thoroughfare, highway, road, street, alley, avenue, boulevard, or parkway.
 - b. It shall be unlawful for the owner, occupant, or custodian of any private property to maintain or allow to remain on said private property any currently unregistered and/or unlicensed motor vehicles or any motor vehicle which is in a state of disrepair; provided, however, that the owner of such private property may maintain on said private property one (1) motor vehicle which is not in a state of disrepair and for which the vehicle's registration is not more than six (6) months out-of-date."
16. In Section PM 302.8.1, insert: "Notice when owner or custodian cannot be found. When any of the persons entitled to receive the notice provided for in Section 302.8 cannot be located, mailing of said notice and affixing a copy of same to said vehicle or motor vehicle accessories shall be sufficient notice."
17. In Section 302.8.2, Abatement, insert: "If not removed within the time specified in the notice, the motor vehicle or motor vehicle accessories maintained in violation of Section 302.8 above may be transported to a storage area by or at the direction of the City Manager or his/her duly authorized representative at the expense of the owner of the said motor vehicle or motor vehicle accessories. The wrecker service will become the responsible party for the motor vehicle or motor vehicle accessories according to State Statutes.

When any currently unlicensed and/or unregistered motor vehicle and/or junked motor vehicle or any motor vehicle in a state of disrepair is left unattended upon any thoroughfare, highway, road, street, avenue, boulevard, parkway or alley in a manner constituting an obstruction to traffic, the officers of the Department of Public Safety are authorized to remove such vehicle or cause such motor vehicle to be removed to a garage or other place of safety and shall notify the City Manager or his/her duly authorized representative of said removal."

2018 IPMC

Part 2-ADMINISTRATION AND ENFORCEMENT

SECTION 106 VIOLATIONS

[AI 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[AI 106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: delivered personally, or sent by certified or first-class mail addressed to the last known address. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

Standard Operating Procedure for Derelict Vehicles

STEP 1:

- Code Enforcement Officer identifies property with possible Violation of City Municipal Code 500.670 and 2018 IPMC Section 302.8.
- Vehicle is considered "derelict" from one or more of the following conditions:
 - - Unlicensed
 - - Expired License (6 months)
 - - Inoperable
 - - Dismantled

STEP 2:

- Code Enforcement Officer affixes Notification of Violation to vehicle found to be in violation (if accessible).
- Notice affixed to vehicle includes Officers Name, Reason for Violation, and Assigned Abatement Date (10 days from notice)
- Officer takes pictures of vehicle found to be in violation. Pictures include all sides of vehicle, license number and VIN (if visible), as well as picture of the interior of said vehicle.

STEP 3:

- Code Enforcement Officer sends Legal Notice to Property Owner, Property Manager (if available), and Current Resident of property.
- Legal Notice includes description of vehicle found to be in violation, violation and why notice is being issued, correction order allowing reasonable time for repairs or improvements, right to appeal, statement of right to file lien on property as established by 2018 IPMC.

STEP 4:

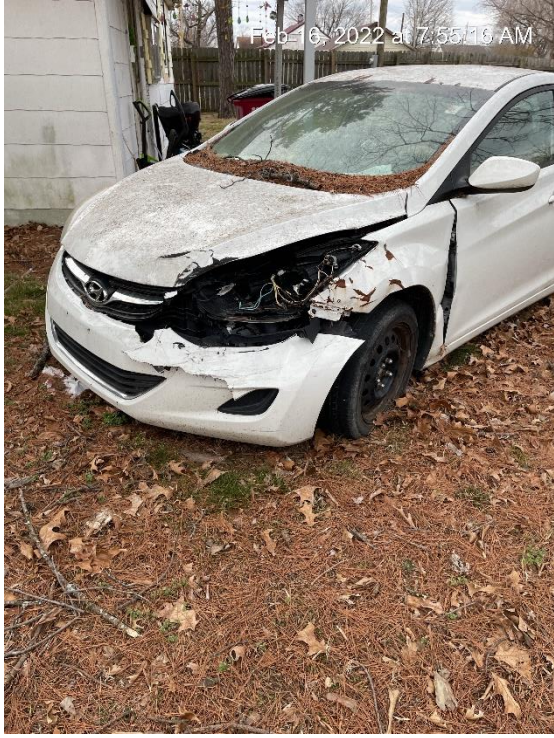
- 10 days after Legal Notice is mailed Officer checks property for abatement of Derelict Vehicle.
- If Vehicle is still found on property, then Officer at that time assembles a "Formal Request for Administrative Warrant" to remove vehicle from privately owned property.
- Request is submitted to supervisor for approval.
- Request is submitted to Community Development Director to sign.
- Taken to City Clerk for sign and seal.
- Request is then submitted to City Prosecuting Attorney.
- Once Administrative Warrant is granted, Code Enforcement Officer with the assistance of Sikeston DPS and local towing service legally remove vehicle from private property.



NO VISIBLE CURRENT LICENSE



EXPIRED LICENSE (OVER 6 MONTHS)



INOPERABLE



DISMANTLED

CITY OF SIKESTON VIOLATION NOTICE

**This vehicle is in violation of CITY MUNICIPAL
CODE 500.670 and the 2018 INTERNATIONAL
PROPERTY MAINTENANCE CODE Section 302.8.**

For the reason(s) given below.

- Inoperable**
- No Current License**
- Dismantled**
- Other**

Vehicle must be in compliance by _____
insert abatement date
here, or Legal Action will be taken to remove vehicle
from the property.

Code Enforcement Officer

Date of Violation

**Code Enforcement Department
573-475-3743**

Council Letter

Date of Meeting 22-06-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Consideration of Legion Park West Conceptual Plan

Action Options:

1. Approval Conceptual Plan
2. Other action the City Council deems appropriate.

Attachments:

1. Conceptual Plan

Background:

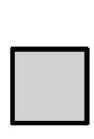

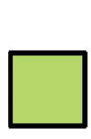
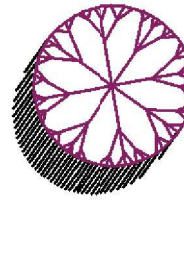
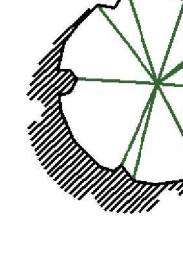
The City Staff have been working with Gateway Design Studio as our contracted landscape architect/park designer to develop a conceptual plan for Legion Park incorporating the area directly west. Staff met with various stakeholders including Historic Downtown Sikeston, the Sikeston Chamber, Mr. Alan Keenan, the previous Leadership Sikeston class, and the Woods/Collum families to discuss various ideas. We also held a public meeting to review different variations of the conceptual plan with the general public on April 14, 2022.

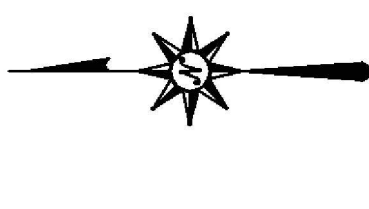
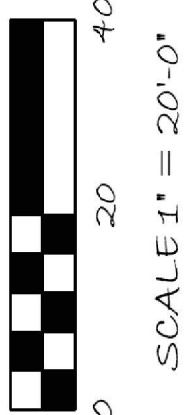
The attached plan CP-1C was the preferred alternate.

Prior to seeking any grants for this project, staff is seeking council's approval of the conceptual plan. This is strictly a conceptual plan only at this time. It is understood that during the actual project design phase that changes may be required to the conceptual plan.



PROPOSED CONDITION LEGEND

-  NEW CONC. PAVEMENT
-  NEW LAWN AREA
-  NEW PLANTER AREA
-  NEW ORNAMENTAL TREE
-  NEW STREET TREE



 SCALE 1" = 20'-0"

PREFERRED CONCEPT PLAN

NOTE:
 - Existing conditions information taken from Google Earth
 aerial photo imagery dated 2017.

A record original of this document is on file at the office of
 GATEWAY DESIGN STUDIO. Any unauthorized alterations
 or changes made without the expressed consent from GATEWAY
 DESIGN STUDIO shall deem us not responsible for any said
 alterations and changes.

REVISIONS:

City Comments	Date
Open House Comments	3-11-22
	4-14-22