

EXHIBIT B

Operations and Maintenance Agreement between MJMEUC and City of Nixa

OPERATIONS AND MAINTENANCE AGREEMENT

BETWEEN

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

AND

CITY OF NIXA, MISSOURI

Dated April 11th, 2022

OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement") made and effective this 11th day of April 2022, by and between Missouri Joint Municipal Electric Utility Commission, ("MJMEUC") a body public and corporate organized and existing under the laws of the State of Missouri, and the City of Nixa, in the County of Christian, State of Missouri, a Constitutional Charter City under the law of the State of Missouri ("City"). MJMEUC and City are each also referred to herein as a Party and collectively as the Parties.

WHEREAS, MJMEUC desires to utilize the services of City to provide operations and maintenance services for the Transmission Facilities (defined herein); and

WHEREAS, the Parties desire to set forth herein the manner and terms upon which said operations and maintenance services shall be performed.

NOW, THEREFORE, the Parties mutually agree as follows:

Article 1. Definitions

- 1.1 Administrative Services has the meaning set forth in Section 2.4.
- 1.2 Agreement has the meaning set forth in the introductory paragraph of this Agreement.
- 1.3 Approved Subcontractors means those subcontractors that are approved by MJMEUC as set forth in **Exhibit B** or any amendments to **Exhibit B**.
- 1.4 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 Nixa, Missouri are authorized by law to be closed for the day.
- 1.5 Change has the meaning set forth in Section 2.5.
- 1.6 City has the meaning set forth in the introductory paragraph of this Agreement.
- 1.7 City Assets means those assets specifically excluded from MJMEUC's Assets as set for in **Exhibits G, G-2, G-3, G-4, and G-5**.
- 1.8 City Authorized Personnel has the meaning set forth in Section 3.5.
- 1.9 City Insurance Policies are those required in Section 10.1.
- 1.10 City's Adder means, for Services performed by City under this Agreement, MJMEUC shall pay City, in addition to the reimbursable expenses pursuant to Section 5.1 herein, a fee of 15% of the amount invoiced prior to the City's Adder, excluding any amount paid to an Approved Subcontractor for Services performed.
- 1.11 City Work Product has the meaning set forth in Section 9.1.
- 1.12 Claims has the meaning set forth in Section 11.1.
- 1.13 Confidential Information has the meaning set forth in Section 12.1.

- 1.14 Compensation has the meaning set forth in Section 5.1.
- 1.15 Core Services has the meaning set forth in Section 2.2.
- 1.16 Disclosing Party has the meaning set forth in Section 12.1.
- 1.17 Discriminate and Discrimination has the meaning set forth in Section 2.7.3.
- 1.18 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.
- 1.19 Emergency Services has the meaning set forth in Section 2.3.
- 1.20 Event of Default has the meaning set forth in Section 8.1.
- 1.21 FERC means the Federal Energy Regulatory Commission.
- 1.22 Financial Default has the meaning set forth in Section 8.1.3.
- 1.23 Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).
- 1.24 Government Authority means any foreign, 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 Missouri Public Service Commission and FERC.
- 1.25 Indemnified Party has the meaning set forth in Section 11.1.
- 1.26 Indemnifying Party has the meaning set forth in Section 11.1.
- 1.27 Initial Term has the meaning set forth in Section 7.1.
- 1.28 Inside the Fence means all Assets and Services to be performed from the top of the bushings of the first disconnect device inside each substation.
- 1.29 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) as defined in Section 2.7.3 herein.
- 1.30 Materials has the meaning set forth in Section 4.1.

- 1.31 MJMEUC has the meaning set forth in the introductory paragraph of this Agreement.
- 1.32 MJMEUC Assets means the Transmission Facilities listed on **Exhibit A** attached hereto.
- 1.33 MJMEUC Asset Sites has the meaning set forth in Section 3.1.
- 1.34 MJMEUC Work Product has the meaning set forth in Section 9.1.
- 1.35 Outside the Fence means all transmission lines maintenance that are not Inside the Fence.
- 1.36 Party and Parties have the meanings set forth in the introductory paragraph of this Agreement.
- 1.37 Payment Default has the meaning set forth in Section 8.1.1.
- 1.38 Payment Default Notice has the meaning set forth in Section 8.1.1.
- 1.39 Performance Default has the meaning set forth in Section 8.1.2
- 1.40 Qualified Person means a person knowledgeable in the construction and operations of the electric power generation, transmission, and distribution equipment present in and around the Transmission Facilities, along with the associated hazards thereof.
- 1.41 Recipient has the meaning set forth in Section 12.1.
- 1.42 Related Agreements means the Rental and Services Agreement between the MPUA RSC and City, the Master Services Agreement between MJMEUC and the MPUA RSC, the MPUA Mutual Aid Agreement, and the Franchise Agreement between MJMEUC and City, and all other agreements entered into by the Parties in connection with the operations and maintenance of the Transmission Facilities.
- 1.43 Related Party means, with respect to a Party, the Party's members, managers, directors, officers, contractors, employees, agents, Representatives, and attorneys.
- 1.44 Renewal Term has the meaning set forth in Section 7.1.
- 1.45 Representative means, with respect to any Party, to the extent engaged by such Party for activities contemplated hereunder, any member, officer, director, principal, agent, third party advisor (such as attorneys, accountants, and consultants), employee or other representative or advisor of such Party.
- 1.46 Requirements of Law means any applicable foreign, 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, SPP, or FERC, including any tariff accepted for filing and effective.
- 1.47 Safety Rules means (a) Good Utility Practice, (b) all Requirements of Law, (c) written instructions from MJMEUC, (d) National Electric Safety Code (latest version) and (e) safety rules of the City. If any conflict occurs between the above requirement, the rule which produces the highest safety outcome shall prevail.
- 1.48 Services has the meaning set forth in Section 2.4.

- 1.49 Shared Expenses means those expenses necessary for the operations and maintenance of both MJMEUCA and City Assets in which the Parties share comparably in the benefits thereof, and by agreement of the Parties are the cost of which are to be shared equally between the Parties.
- 1.50 SPP means the Southwest Power Pool, Inc.
- 1.51 Specified Interest Rate means an interest rate per annum equal to the lesser of (a) the maximum rate permitted by Requirements of Law or (b) a rate equal to two hundred (200) basis points over the interest rate per annum for large commercial loans as published in The Wall Street Journal as the prime rate (sometimes referred to as the base rate) from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to pay interest arises.
- 1.52 Term has the meaning as set forth in Section 7.1.
- 1.53 Transmission Facilities means the tangible assets, real property interests, infrastructure, and facilities, owned by MJMEUC and used to transmit or deliver power and energy for resale in or through SPP, including equipment, feeders, lines, substations, breakers, switches, transformers and such other assets as may be designated by SPP, FERC, or other applicable regulatory agency, including facilities not controlled by SPP, if used for delivery of power and energy for resale in Missouri.
- 1.54 Work Product has the meaning set forth in Section 9.1.

Article 2. Engagement and Rendition of Services

- 2.1. Engagement. MJMEUC hereby engages City to perform the Services on the MJMEUC Assets. MJMEUC reserves the right, and intends to exercise the right, to either perform itself, or engage another contractor to perform, some or all maintenance, operations and other services that may constitute the Services.
- 2.2. Core Services. City shall furnish and perform the following specified operations and maintenance services for the MJMEUC Assets (collectively, the “Core Services”):
- 2.2.1. Operations. Subject to the terms set forth in this Agreement, with respect to the Transmission Facilities, to the extent permitted and authorized by this Agreement, City, through its employees, consultants, contractors, and other personnel, shall perform the following operational duties to ensure the reliability and security of the Transmission Facilities. But nothing herein shall constitute an assumption by City of any liabilities with respect to the Transmission Facilities except as otherwise specifically provided herein (including as provided in Article XI of this Agreement). The City shall perform the following functions with respect to the Transmission Facilities consistent with the Safety Rules, FERC regulatory standards, and as directed by MJMEUC:
- a. Substations Access Control: The Director of City Utilities shall determine who constitutes a Qualified Person who may access the substations without notice to MJMEUC. MJMEUC agrees to provide notice to the Director of City Utilities prior to any MJMEUC representative accessing the substations. The parties agree each substation shall have a lock, and the Parties will have shared keys to each of the substation locks.

- b. **Monitoring:** The Transmission Facilities shall have electronic monitoring of substation equipment and system performance status with notification of status change to specified personnel twenty-four (24) hours a day, seven (7) days a week ("24/7"), or as mutually agreed to by the Parties. All transmission system notifications shall be sent to the following: MPUA Chief Operating Officer, MPUA Director of Energy Supply Services, MPUA Director of Engineering and Systems Planning, MPUA RSC Chief Lineman, Director of City Utilities and City Electric Superintendent.
- c. **69 KV Breakers Opening and Closing:** In the event one or more of the breakers are tripped, the Parties shall coordinate the manual opening or closing of the breakers utilizing NESC or OSHA guidelines for the lock-out/tag-out process. City shall notify MJMEUC anytime City changes status of any breaker.
- d. **One-Call Locates:** City shall provide all One-Call Locates requested of and involving the Transmission Facilities.
- e. City shall respond and act in accordance with the Safety Rules to all outages and real-time events, providing notification to MJMEUC as soon as reasonably practicable.
- f. City shall have the right to adopt and implement, consistent with Good Utility Practice, procedures and to take such actions it deems necessary to protect the Transmission Facilities from physical damage or to prevent injury or damage to persons or property, providing notification to MJMEUC as soon as reasonably practicable.

2.2.2. **Maintenance:** Transmission overhead line maintenance and inspection including but not limited to testing, inspection and maintenance of MJMEUC Assets Inside the Fence (including the substation fence), substation equipment testing, maintenance and inspection of protective relaying and control testing, maintenance and inspection of SCADA systems and telecommunication testing, maintenance and inspection of ongoing system operation services, rights-of-way maintenance (including tree trimming and vegetation management) and equipment operation for routine lockout/tagout. More specifically, the City shall perform the following services, as well as Emergency, administrative, and other additional services not herein contemplated which shall be chargeable to MJMEUC as compensation pursuant to Section 5.1 herein:

- a. Primary relays for 69 kV shall be tested annually and the first annual test shall be done during 2022.
- b. Each substation and each 69 kV breaker shall be inspected monthly utilizing inspection sheets provided by MJMEUC. The monthly inspection sheets shall be completed and returned to MJMEUC's Chief Operating Officer no later than the 5th of each month.
- c. Each substation fence shall be inspected monthly and repaired pursuant to the Safety Rules. Any holes or voids in or under the fence large enough for a small child or animal to enter the substation shall be considered an

Emergency. Such hole or void shall be guarded until adequate repairs can be performed. All repairs to substation fences shall be a Shared Expense.

- d. The ground grid at each substation shall be tested within one hundred twenty (120) days of the secondary containment being installed and at least once every five (5) years thereafter. MJMEUC will specify the testing parameters and identify an acceptable resistance to ground value.
- e. Grounds maintenance (i.e., snow removal, tree trimming, vegetation control, etc.) at each substation, and for all Transmission Facilities shall be the responsibility of the City. Grounds maintenance for the substations shall be a Shared Expense. Grounds maintenance for the transmission line shall be proportionately divided between the grounds maintenance necessary for the transmission line and the grounds maintenance necessary for the City's distribution system.
- f. All cybersecurity requirements that are imposed by SPP, Requirements of Law, Good Utility Practice, or required for insurance.
- g. The cost of maintenance and repair of all jointly used facilities shall be a Shared Expense.

2.2.3 The Core Services shall also include, but not be limited to, the provision by City of all Qualified Personnel, tools, and equipment necessary or advisable in connection with the Core Services (which shall be chargeable to MJMEUC as Compensation pursuant to Section 5.1 herein).

2.2.4 For the avoidance of doubt, the Core Services shall not include (a) any services with respect to Transmission Facilities that are not MJMEUC Assets unless specifically preapproved by MJMEUC; (b) any capital replacements or capital additions to the MJMEUC Assets; provided, however, that the Parties may agree that City will perform certain capital replacements or additions to the MJMEUC Assets as directed by MJMEUC from time to time; or (c) any SF6 maintenance or replacement, which shall be handled only by an Approved Contractor.

2.2.5 The City may purchase material and supply labor up to Five Thousand Dollars (\$5,000), per occurrence, for purposes of repair or maintenance on the Transmission Facilities without prior approval from MJMEUC. All expenditures in excess of Five Thousand Dollars (\$5000.00) requires prior MJMEUC approval.

2.3 Emergency Services. In the event of any emergency, City shall act to prevent, avoid, or mitigate injury, damage, or loss to the Transmission Facilities and shall contact MJMEUC as soon as practical. City shall, upon receiving actual notice of an emergency, or written or email notice from MJMEUC, either provide such qualified personnel, tools and equipment as are necessary to assist in providing emergency restoration actions and services for the Transmission Facilities as directed by MJMEUC or notify MJMEUC if City is not able to provide this service in a timely manner. MJMEUC may, at MJMEUC's sole discretion, regardless of the City's availability to perform the service, immediately provide such service on its own. The Services described in this Section 2.3 are defined as "Emergency Services."

- 2.4. Administrative Services. City shall, on a timely basis: (a) meet with Representatives of MJMEUC as reasonably requested by MJMEUC; (b) appoint and designate a manager to represent and to act on behalf of City and to receive communications from MJMEUC; (c) provide MJMEUC with such reports or data reasonably requested by MJMEUC; (d) provide MJMEUC or its Representatives with reasonable access to the Transmission Facilities; (e) create and maintain a SharePoint document library for the preservation of all inspection reports, repair reports, invoices, and such other documents as the Parties designate; and (f) maintain in good order all written and electronic books, records, logs and accounts with respect to the Services in accordance with Requirements of Law and Good Utility Practice. Upon termination of this Agreement, City shall deliver to MJMEUC all existing records with respect to the Services (items (a)-(f), the Administrative Services and collectively with the Core Services and the Emergency Services, the “Services”).
- 2.5. Changes to Services. MJMEUC may request a Change to the Services (a “Change”) by advising City in writing of a Change that MJMEUC, in its discretion, believes to be necessary or advisable. Within fifteen (15) Business Days thereafter, City shall advise MJMEUC whether it is willing to provide the Services in the proposed Change and a cost estimate for the Change. MJMEUC shall advise City in writing of its approval or disapproval of the Change within fifteen (15) Business Days thereafter. If MJMEUC approves the Change, City shall perform the Services as Changed. The Parties shall memorialize in an addendum to this Agreement all Changes, which addendum shall be updated by the Parties from time to time. City may request a Change by advising MJMEUC in writing that, in City's opinion, a Change to the Services is necessary or advisable. If MJMEUC agrees, it shall advise City and thereafter, the Change shall be handled as if it were initiated by MJMEUC. Notwithstanding the foregoing, neither MJMEUC nor City shall have any obligation to proceed with any Change without a written authorization signed by both Parties.
- 2.6. Nothing herein shall be construed as requiring or effecting a transfer of any of MJMEUC’s responsibility (or the assumption thereof by the City) for the physical control of the Transmission Facilities, including the physical operation, repair, maintenance and replacement of such Transmission Facilities, or as conveying to the City any right, ownership, title or interest in or to the Transmission Facilities; or any conveying to MJMEUC any right, ownership, title or interest in or to the City’s Assets.
- 2.7. Standard of Conduct
- 2.7.1 City shall perform the Services in accordance with the Safety Rules.
- 2.7.2 In fulfilling its duty to operate and maintain the Transmission Facilities in accordance with Article 2 herein, City shall do so consistently and without discrimination between the Transmission Facilities and the City Assets specifically including the facilities owned by City. In exigent circumstances where City is unable to perform the duties without discrimination, City shall ensure an Authorized Subcontractor has been engaged to perform the needed duties and notify MJMEUC immediately. In addition, with respect to costs that are to be allocated to MJMEUC, City shall only allocate to MJMEUC equitably and in accordance with Good Utility Practice, costs incurred by City in the performance of its obligations under this Agreement.
- 2.7.3 “Discriminate” means the failure of City to provide services in a manner that treats alike the Transmission Facilities and the other facilities it owns, operates,

or maintains under substantially similar conditions, and which dissimilar treatment (a) either (i) has a Material Adverse Effect on MJMEUC or (ii) is not otherwise justified as acting in accordance with Good Utility Practice, and (b) is evidenced by a particular practice or pattern of behavior of City that is intended to and actually does Discriminate against MJMEUC. The term Discrimination has a correlative meaning to a "Material Adverse Effect." Discrimination does not include any incidental assistance by City that it has no contractual obligation to provide. For purposes of this Section 2.7.3, a Material Adverse Effect on MJMEUC means a Material Adverse Effect on, or a material increase in the costs of, any of (A) the operations and maintenance of the Transmission Facilities for the benefit of MJMEUC, (B) the performance of the Services for the benefit of MJMEUC, or (C) the business, operations or financial condition of MJMEUC.

- 2.8 Limitation on Subcontracting. Except for the Approved Subcontractors set forth in **Exhibit B**, City shall use its own employees to perform the Services and shall not subcontract any responsibility or obligation under this Agreement without the prior written consent of MJMEUC. In order to appoint an Approved Subcontractor, City shall provide at least thirty (30) days' prior written notice to MJMEUC of any Services proposed to be subcontracted and of the identity of all proposed subcontractors. If MJMEUC does not consent to the engagement of a proposed subcontractor, City shall not engage said subcontractor for the Services. City shall not be relieved of any responsibility or obligation under this Agreement by subcontracting all or any portion of the Services. City shall include in any such subcontracts any provisions of this Agreement which in any way may be applicable to performance of the subcontract, including this Article, and all representations, warranties, insurance, indemnity, jobsite safety and compliance provisions and all other applicable provisions intended for the protection of MJMEUC and the Transmission Facilities in form and substance similar to those provisions as contained herein, and MJMEUC shall be an expressed third party beneficiary of any such subcontract. Notwithstanding the foregoing, when providing Emergency Services, City may utilize the services of any entity provided under a mutual aid agreement with other utilities.

- 2.8.1. Required Information for Contractors and Subcontractor. In the event City contracts or subcontracts any of the Services herein, or for any services for the City's Assets, it shall be the responsibility of City to provide the required OSHA regulation 1910.269(a)(3) information, as set out in Section 3.2 herein, to the contractor or subcontractor for work safety on or around the Transmission Facilities. Likewise, if MJMEUC contracts or subcontracts any of the Services herein, it shall be the responsibility of MJMEUC to provide the contractor or subcontractor the aforesaid information.

Article 3. Jobsite Safety

- 3.1. Site inspection. City shall be deemed to have examined all Transmission Facility sites where it performs Services ("MJMEUC Asset Sites") and to have secured full knowledge of all conditions under which the Services are to be performed, including, but not limited to, soil conditions, available roadway, and other approaches to the MJMEUC Asset Sites and the space available for work areas, storage, and temporary buildings.
- 3.2. Compliance with OSHA regulation 1910.269(a)(3). Prior to City rendering any Services, MJMEUC shall inform City who shall inform any City Qualified Personnel of the specific characteristics of the Transmission Facilities that are related to the safety of the

work to be performed and Services to be rendered, including but not limited to the following:

- 3.2.1. The nominal voltages of the lines and equipment;
- 3.2.2. The maximum switching-transient voltages;
- 3.2.3. The presence of hazardous induced voltages;
- 3.2.4. The presence and condition of protective grounds and equipment grounding conductors;
- 3.2.5. The locations of circuits and equipment, including electric supply lines, communications lines, and fire-protective signaling circuits;
- 3.2.6. The condition of poles;
- 3.2.7. Environmental conditions relating to safety;
- 3.2.8. Fault current availability;
- 3.2.9. If MJMEUC fails to apprise City of the foregoing information, City shall not perform any Services under this Agreement until such time MJMEUC has provided the specific characteristics of the Transmission Facilities; and
- 3.2.10. In the event City discovers an unanticipated hazardous condition(s) that MJMEUC did not previously apprise City thereof, City shall provide such information regarding the hazardous condition(s) to MJMEUC in writing within two (2) working days after discovering the hazardous condition(s).

3.3. Use of Site by Others. Each MJMEUC Asset Site and its approach facilities shall be used by City with due regard for the requirements of MJMEUC and others permitted by MJMEUC to use such MJMEUC Asset Site. If it becomes necessary to move the materials or facilities of City, it shall be done upon request of MJMEUC at the expense of City unless the request involves a movement from a previously approved area. MJMEUC may install and operate equipment and machinery or otherwise use and occupy any MJMEUC Asset Site during the performance of the Services, provided that MJMEUC shall not unreasonably interfere with City's performance of the Services under the conditions originally contemplated.

3.4. Site Maintenance. City shall perform the Services in a manner that does not degrade the safe and sanitary conditions of each MJMEUC Asset Site.

3.5. Substation Security Regulations. MJMEUC, before entering the premises of any MJMEUC Asset Site that is secured by fencing or other perimeter barrier, must notify City of its intention to do so and at the same time inform City of the starting date for the performance of the Services, the nature of the Services to be performed, the areas in which the Services will be performed, the duration of the Services, the approximate number and types of personnel performing the Services, the schedule, length of time to be worked and such other information as may be necessary to enable City to be advised of and to comply with all applicable Safety Rules. If required by MJMEUC, City shall provide the foregoing information to MJMEUC before entering the premises of any MJMEUC Asset Site secured by fencing or other perimeter barrier.

- 3.6. **Safety Rules.** This Section 3.6 applies to all employees, agents, subcontractors, contractors, and invitees of City, including the employees of any of them (herein called "City Authorized Personnel"). Prior to commencement of the Services, the Parties will agree to procedures that ensure that City adheres, and the City Authorized Personnel adhere, to a mutually satisfactory safety program at all times while on MJMEUC Asset property, by adopting procedures (the Safety Rules) that incorporate the more stringent of the various safety procedures described in the Safety Rules. City shall ensure that all City Authorized Personnel on any MJMEUC Asset Site conform to all Safety Rules and attend all required safety training before starting to perform any Services. City will ensure that all City Authorized Personnel have been instructed with respect to all Safety Rules and have been advised to report any infractions thereof to City without fear of recrimination. City shall immediately correct any such infractions by City Authorized Personnel and shall be responsible for any and all consequences thereof. City agrees to indemnify and hold harmless MJMEUC from and against any claims and liability for personal injury or death of any City Authorized Personnel occurring while they are present on any MJMEUC Asset Site and arising out of or in connection with any failure by City or any City Authorized Personnel to enforce or observe any Safety Rules.

Article 4. Obligations of MJMEUC

- 4.1. **Materials.** MJMEUC shall provide and have the financial responsibility for all materials required by City to perform the Services. City shall use all materials provided by MJMEUC to perform the Services. City shall keep an inventory record of any materials MJMEUC provides to it under this Agreement and return any such unused materials to MJMEUC upon termination or expiration of this Agreement. City shall be responsible for safeguarding and segregating any materials provided by MJMEUC in a secured location (the address of which City shall provide to MJMEUC by written notice prior to placing such materials at the address), clearly labeled as being the property of MJMEUC.
- 4.2. **Compliance with Safety Rules and Management of Policies.** MJMEUC and City shall, at all times, comply with the Safety Rules, and City's internal operating procedures. City shall be responsible for operations and maintenance as set out in this Agreement, including management and administration of policies and procedures with respect to the Services as directed and authorized of MJMEUC.
- 4.3. **Strategy and Tactics.** MJMEUC shall in its sole discretion make business, management, tactical and strategic decisions as may be required from time to time in connection with the Services and the Transmission Facilities.
- 4.4. **Managers.** MJMEUC's Chief Operations Officer is designated to represent MJMEUC and to act on its behalf and receive communications from City. The City's Director of Utilities is designated to represent the City and to act on its behalf and receive communications from MJMEUC.
- 4.5. **Access.** MJMEUC shall provide City with access to the Transmission Facilities that is sufficient to enable City to perform the Services in accordance with the requirements set forth in this Agreement.

Article 5. Compensation, Billing, Payment and Audit

- 5.1. Compensation. In consideration for City's performance of the Services, MJMEUC shall pay City an amount equal to the sum of the following amounts in connection with the performance of the Services: (a) the actual amount incurred by City for direct labor costs (See City's Labor Rates in **Exhibit E**); plus (b) a reasonable usage fee for the use of any equipment provided by City (See City's Equipment Rates in **Exhibit F**); plus (c) the actual amount incurred by City for any verifiable incidental materials provided by City, or other direct costs, and any required permits or approvals from Governmental Authorities to the extent applicable to Services on the Transmission Facilities; plus (d) all indirect expenses of City allocatable to this agreement; plus (e) the actual amount paid to any Approved Subcontractor for Services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); plus (f) the product of (i) clauses (a), (b), (c) and (d) and (ii) the City's Adder (collectively, the "Compensation"). Any cost of City, or of any Approved Subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the Services must be just and reasonable.
- 5.2. Invoicing. On a monthly basis, City shall invoice the amount of Compensation earned by City during the prior month, including in the invoice the appropriate MJMEUC designated maintenance activity and expense codes set forth in **Exhibits C-1 and C-2** hereto, and shall provide such other records and detail as MJMEUC reasonably requests in connection with invoicing.
- 5.3. Payment. MJMEUC shall pay to City from revenue earned from the Transmission Facilities the amount of each invoice received from City for the O&M services and expenses on a net 30-day basis following MJMEUC's receipt of the invoice. In the event that MJMEUC has a dispute with respect to the amount of any invoice, MJMEUC shall make full payment and include with such payment, or within thirty (30) days of such payment, a written statement specifying the amount in dispute and its reasons for disputing such amount. MJMEUC and City shall endeavor to negotiate a settlement of any disputed amounts. In the event that the Parties determine that MJMEUC has paid a disputed amount that it should not have been obligated to pay, MJMEUC shall be entitled to that amount plus Interest at the Specified Interest Rate, until paid. With respect to an overpayment by MJMEUC, such amount, including interest at the Specified Interest Rate, shall first be used to offset any invoices due and payable and the balance shall be refunded to MJMEUC.
- 5.4. Recordkeeping. City shall maintain adequate books and records concerning the amount of Compensation for operations and maintenance services billed to MJMEUC pursuant to the Requirements of Law and Good Utility Practice. City shall also comply with the MJMEUC accrual requirements contained in **Exhibit C**. Upon ten (10) days advance written notice from MJMEUC, City will permit MJMEUC to audit during normal business hours such records as may be reasonably necessary to verify the accuracy of the amount of Compensation billed by City to MJMEUC. City shall cooperate with all such audits. All such audits will be conducted at the expense of MJMEUC. In the event that the Parties determine that a Party has paid or incurred an amount that it should not have been obligated to pay or incur, such Party shall be given credit for that amount plus Interest at the Specified Interest Rate. If MJMEUC has overpaid, such amount, including Interest at the Specified Interest Rate from the date of overpayment, shall first be used to offset any invoices due and payable and the balance shall be refunded to MJMEUC within ten (10) days. If MJMEUC has underpaid, such amount, including Interest at the

Specified Interest Rate from the date of underpayment, shall be paid to City within ten (10) days.

Article 6. Representations and Warranties

6.1. Each Party. Each of the Parties represents and warrants as follows:

- 6.1.1. Organization and Existence. Such Party is duly organized, validly existing and in good standing under the laws of the State of Missouri.
- 6.1.2. Execution, Delivery and Enforceability. Such Party has full power and authority to execute, 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 such Party. Assuming due authorization, execution and delivery of this Agreement by the other Party hereto, this Agreement constitutes the valid and legally binding obligation of such Party, enforceable against such Party 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 Requirements of Law.
- 6.1.3. No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, (a) violate such Party's bylaws, operating agreements, constitutional charter, or any other organizational document, each as amended to date; (b) violate any Requirements of Law as applicable to such Party or any effective resolution of such Party, each as amended to date, in a manner that could cause a Material Adverse Effect; (c) 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 (i) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to such Party or such Party's Assets or (ii) any Requirements of Law or any judgment, order or decree applicable to such Party or such Party's Assets, which violation or default could create a Material Adverse Effect; or (d) result in the imposition or creation of any lien or encumbrance upon or with respect to the Party's Assets that could create a Material Adverse Effect.

6.2. Additional Representation of City. City further represents, warrants and covenants to MJMEUC that City and its respective employees and personnel have, and shall have, at the time of performance of the Services, substantial expertise and experience in the operations and maintenance of the MJMEUC Assets and each is, and shall be, fully qualified to operate and maintain the MJMEUC Assets that operate at 69 kV (72.5kV at peak) or below in accordance with the terms hereof.

Article 7. Term and Termination

7.1. Term. This Agreement shall (a) commence upon the date MJMEUC obtains ownership of the MJMEUC Assets (the "Commencement Date"); and (b) remain in effect for five (5) years after the Commencement Date, unless earlier terminated pursuant to this Section 7.1 (the "Initial Term"). In addition, this Agreement shall automatically renew

for an additional five (5) year term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), upon the expiration of the Initial Term or the then-current Renewal Term (up to a maximum of five (5) such Renewal Terms), unless terminated pursuant to Section 7.2.1.

7.2. Termination. This Agreement may be terminated as follows:

- 7.2.1 Upon delivery of written notice by either Party at least one (1) year prior to the end of the Initial Term or any Renewal Term.
- 7.2.2 A non-defaulting Party may terminate this Agreement as a result of an Event of Default as provided in Section 8.4.
- 7.2.3 This Agreement may be terminated by either party in connection with MJMEUC’s sale of all or substantially all of the MJMEUC Assets.
- 7.2.4 This Agreement may be terminated at any time by written consent, signed by both Parties.

7.3. Effect of Termination. Upon termination, the Parties shall take the following actions:

- 7.3.1. City shall be paid the Compensation for Services actually rendered prior to termination of this Agreement.
- 7.3.2. Within sixty (60) days following termination of this Agreement, City and MJMEUC shall reconcile all amounts then due and payable to each other under this Agreement. Within ninety (90) days after such reconciliation, City or MJMEUC, as the case may be, shall make final payment in complete discharge of its obligations under this Agreement, except those obligations that expressly survive the termination of this Agreement.
- 7.3.3. City shall deliver to MJMEUC upon termination or expiration of this Agreement all records pertaining to the Services pursuant to Section 2.4 (f), all unused Materials pursuant to Section 4.1 and all MJMEUC Work Product and City Work Product pursuant to Section 9.2.
- 7.3.4. The indemnification provisions in Sections 2.8 (Limitations on Subcontracting), 3.5 (Safety Rules) and Article 11 (Indemnity), as well as the provisions in Article 12 (Confidentiality), shall each survive the termination of this Agreement.

Article 8. Default

8.1. Event of Default. An Event of Default occurs if:

- 8.1.1. Either Party fails to make a payment under this Agreement when due and such failure continues for a period of twenty (20) days after receipt of written notice thereof from City (the “Payment Default Notice”) (such default being a “Payment Default”); or
- 8.1.2. Either Party fails to fulfill any material obligation under this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof from the non-defaulting Party (a “Performance Default:); or

8.1.3. (a) Either Party becomes insolvent or bankrupt or ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for any substantial part of its property; or (b) a bankruptcy, winding-up, reorganization, insolvency, arrangement or similar proceeding instituted by or against such Party under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days; or (c) any action or answer by such Party approving of, consenting to, or acquiescing in, any such proceeding; or (d) the levy of any distress, execution or attachment upon the property of such party that substantially interferes with such Party's performance under this Agreement (any such event being a "Financial Default").

8.2. Cure. If the nature of the failure to cure a Performance Default is such that, although curable, it cannot with Due Diligence be cured within said thirty (30) day period, and the defaulting Party shall have diligently prosecuted the cure of such Performance Default within said thirty (30) days and thereafter diligently prosecutes such cure until the Performance Default is remedied, the time for cure of the Performance Default shall be extended by such period of time as is reasonably necessary to cure such Performance Default, subject to a maximum extension of ninety (90) days.

8.3. Remedies. Upon the occurrence of an Event of Default that is not cured in accordance with Section 8.2 above, a 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. In addition, if City fails to carry out any of its obligations under this Agreement and fails, within thirty (30) days after receiving notice of such breach from MJMEUC (or within such shorter time as MJMEUC reasonably believes is prudent in light of the nature of the breach), MJMEUC may, without prejudice to any other remedy it may have, cure such breach. City shall pay, upon demand, the costs reasonably incurred by MJMEUC in exercising its rights under this Section 8.3 and such exercise will not diminish any of MJMEUC's rights under this Section 8.3 or any of its other rights and obligations under this Agreement. Any amount due under this Agreement shall bear interest from the date due until paid at the Specified Interest Rate. City's liability for damages as the result of a Performance Default shall not exceed the actual amount paid for direct labor, reasonable overhead costs and the City's Adder on such amount paid by MJMEUC to City in performing such Service; it being understood that the foregoing limitation of damages does not apply to any liability under the indemnification provisions in Sections 3.5 and 11.1.

8.4. Termination. After applicable cure periods, a non-defaulting Party may terminate this Agreement as a result of a Payment Default, a Financial Default, or a Performance Default as defined in Section 8.1. by the other Party.

Article 9. Ownership of Property, Data and Information

9.1. Ownership. MJMEUC shall own all right, title and interest in any goods and other property created, delivered or provided by City to MJMEUC in connection with City's performance of the Services, including any physical repairs, improvements or betterments of the Transmission Facilities, as well as all accumulated drawings, sketches, data, reports, plans, specifications, calculations, maps, schedules, models, samples, estimates, summaries, completed work, and work in progress (collectively "Work Product") prepared or developed by City or its employees during the performance of the

Services ("City Work Product"). MJMEUC shall also retain all right, title and interest in all Work Product provided to City by MJMEUC ("MJMEUC Work Product"). The Parties recognize that City, while operating and maintaining utilities, may develop know-how or other intellectual property while operating and maintaining its own City Assets as well as while providing the Services and agree that such know-how or other intellectual property shall remain the property of City, except as agreed to in writing in advance of City developing specific know-how or other intellectual property at MJMEUC's request.

- 9.2. Return of Work Product. City shall promptly deliver to MJMEUC all City Work Product and MJMEUC Work Product upon MJMEUC's request and, in any event, upon termination or expiration of this Agreement.

Article 10. Insurance.

- 10.1 City Required Insurance. Prior to commencing performance under this Agreement, City at its sole expense, shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of MJMEUC, insurance policies for the following coverages:

10.1.1. General Liability or Excess General Liability Insurance. City shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, and with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use) and personal injury. Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors; with MJMEUC named as an additional insured, such coverage shall be primary and non-contributory.

10.1.2. Workers Compensation. City shall maintain coverage as required by law where Services are to be performed and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event City subcontracts the Services to be performed, the City shall require the Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.

10.1.3 Business Auto Liability Insurance. City shall maintain coverage for City's owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each accident when any auto is used in performing Services.

10.1.4 Property Coverage. City shall maintain all risk Property Coverage for any owned assets located in or in close proximity to the substations owned by MJMEUC. MJMEUC will not be responsible for the City's property located in or in close proximity to the substation. This provision shall survive termination of this Agreement and continue until such time as City removes all City Assets from the premises of the substations and all City Assets in close proximity to the substations.

10.1.5. Pollution Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses,

and defense costs, with MJMEUC named as an additional insured. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.

10.1.6. Professional Liability Insurance. City shall maintain coverage of at least One Million Dollars (\$1,000,000) for each occurrence and in the aggregate. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement. This policy is for protection against claims alleging negligent acts, errors, or omissions which may arise from the City's operations or maintenance of the Transmission Facilities under this Agreement, whether such operations or maintenance was performed by the City's employees, contractors, or subcontractors,

10.1.7. Umbrella or Excess Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate, with MJMEUC named as an additional insured. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.

10.2. MJMEUC Required Insurance. Upon obtaining ownership of the Transmission Facilities from GridLiance White Plains, LLC, MJMEUC, at its sole expense, shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of the City, insurance policies for the following coverages:

10.2.1 General Liability or Excess General Liability Insurance. MJMEUC shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use). Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors.

10.2.2 Workers Compensation. MJMEUC shall maintain coverage as required by law and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event MJMEUC contracts or subcontracts the Services to be performed, MJMEUC shall require the City and Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.

10.2.3 Business Auto Liability Insurance. MJMEUC shall maintain coverage for MJMEUC's owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each accident when any auto is used in performing Services.

10.2.4 Property Coverage. MJMEUC shall maintain all risk Property Coverage with respect to the substations, with such coverage to be subject to deductibles and sublimits at levels deemed appropriate by MJMEUC's governing body.

- 10.2.5. Pollution Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses, and defense costs. Policy to be written on a claims-made basis, with coverage to be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.
- 10.2.6. Umbrella or Excess Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.
- 10.3. Policy Requirements. All insurance policies shall: (i) contain a severability of interest clause, (ii) unless stated otherwise herein, apply on a primary and non-contributory basis to any insurance maintained by any additional insured, (iii) waive subrogation against any additional insureds, and (iv) otherwise be in form and substance reasonably acceptable to the other Party, and (v) unless stated otherwise herein, if a policy is on a "claims-made" basis, such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Missouri for actions based on contract or in tort. If coverage is on an "occurrence" basis, insurance on an occurrence basis shall be maintained for the term of this Agreement.
- 10.4. Disclosure of Claims. Each Party shall promptly furnish the other Party with all information reasonably available to it relating to the operations and maintenance of the Transmission Facilities as is necessary to enable the first Party to comply with its disclosure obligations under the insurance which it has taken out. Each Party shall promptly notify the other Party of any claim with respect to any of the insurance policies referred to this Article 10, accompanied by full details of the incident giving rise to such claim. Each Party shall afford to the other Party all such assistance as may reasonably be required for the preparation and negotiation of insurance claims, save where such claim is against the Party required to give assistance.
- 10.5. Waiver of Claims for Insured Events. Notwithstanding anything to the contrary contained in this Agreement, each party waives any and every claim that arises or may arise in its favor against the other Party during the term of the Agreement for any and all loss of, or damage to any property of such Party, to the extent such loss or damage is an insured event covered by the insurance to be maintained in accordance with this Agreement; provided, however, the foregoing waiver shall not apply to any uninsured deductible or to instances where the relevant insurer disputes that the relevant event of loss was an insured event covered by the applicable insurance policy. Nothing in the foregoing provision shall be construed to prevent a Party from making a claim against any Party's insurance policy.
- 10.6. Governmental and Municipal Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City or MJMEUC of any applicable state limits on municipal liability or governmental immunity.

Article 11. Indemnity

- 11.1. Mutual Indemnity. To the extent permitted by law, each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its Related Parties (each an "Indemnified Party"), as the case may be, against any claims, liabilities, losses, damages, judgments, costs or expenses, including reasonable attorney's fees arising out of or related to this Agreement (collectively "Claims") to the extent caused by or resulting from the negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement. A Party shall promptly notify the other Party of its assertion of any Claim against such Party that is potentially indemnifiable by such Party. The Claiming Party shall give the Indemnifying Party an opportunity to defend such a Claim and shall not settle such Claim without the approval of the Indemnifying Party, which approval shall not be unreasonably denied. This indemnity shall be in addition to the indemnity set forth in Section 3.5.
- 11.2. Limitation on Damages. Notwithstanding anything to the contrary contained herein the Parties waive all Claims against each other (and against each other's Related Parties) for any 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; cost of replacement power; interest charges (except as expressly set forth in this Agreement); 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. The above limitations shall not, however, be construed as a limitation on liability for death, bodily injury, or third-party claims.

Article 12. Confidentiality

- 12.1. Confidential Information Defined. For all purposes of this Agreement, the term Confidential Information shall refer to any and all information or material disclosed or provided by or on behalf of the Party disclosing the information (each, a "Disclosing Party") to the Party receiving the information (each, a "Recipient") that is identified by the Disclosing Party as Confidential Information. Confidential Information also includes any notes, analyses, compilations, studies, or other materials or documents prepared by Recipient that contain, reflect, or are based on, in whole or in part, other Confidential Information.
- 12.2. Exceptions to Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Recipient, (ii) was already in Recipient's possession or known to Recipient prior to being disclosed or provided to Recipient by or on behalf of Disclosing Party, provided that, to the best of Recipient's knowledge, the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iii) is obtained by Recipient from a third party, provided that, to the best of Recipient's knowledge, such third party is not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iv) is obtained by or provided to a third party under the Missouri Sunshine Law (Chapter 610 RSMo, as may be amended) or any similar Requirement of Law; (v) is obtained by or provided to a Government Authority at the request of such Government Authority or pursuant to Requirements of Law, or (vi) is necessary for the Party's compliance with Federal securities laws in connection with the issuance of any financing obligations.
- 12.3. Restrictions on Disclosure and Use. Recipient hereby covenants and agrees as follows:

- 12.3.1. Non-Disclosure. Recipient shall keep strictly confidential and shall not disclose the Confidential Information to any Person, except (subject to Sections 12.3.2 and 12.3.4 below) (i) to those Representatives of Recipient to whom disclosure is necessary in connection with Recipient's exercise of rights and obligations under this Agreement and who shall be informed of the confidential nature of the Confidential Information, (ii) to comply with any Requirements of Law, (iii) to any financing sources of Recipient or underwriters or rating agencies in connection with Recipient's efforts to obtain financing, or as necessary (in offering documents or otherwise) to comply with any Requirements of Law in connection with any public offering of securities, or (iv) as otherwise consented to in advance and in writing by Disclosing Party. Recipient shall take all actions necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used, or obtained by any Person except in accordance with the terms of this Agreement.
- 12.3.2. Compelled Disclosure. In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process or by any law, rule, or regulation of any Governmental Authority, including the Missouri Sunshine Law (Chapter 610 RSMo, as may be amended) applicable state and Federal securities laws) to disclose any of the Confidential Information, Recipient shall, to the extent permissible, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Disclosing Party, Recipient is legally required to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information that counsel advises Recipient is legally required to disclose.
- 12.3.3. Ownership; No License. No right, title, or interest in or to any of the Confidential Information is transferred to Recipient hereby or by the delivery of Confidential Information to Recipient hereunder. Disclosing Party grants no license, by implication or otherwise, under or of any patent, copyright, trademark, trade secret, or other intellectual property right by disclosing Confidential Information under this Agreement.
- 12.3.4. Use. Recipient shall use the Confidential Information solely for purposes required to exercise rights and obligations under, or otherwise carry out the transactions or Services contemplated by, this Agreement and any other Related Agreements.
- 12.3.5. Representative. All Representatives of Recipient to whom the Confidential Information has been disclosed shall be included within the definition of the term Recipient for purposes of this Agreement and shall be deemed bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and for that purpose it will be assumed that all such Representatives signed this Agreement as the Recipient hereunder.
- 12.3.6. Return of Confidential Information. Recipient shall, upon termination of this Agreement, promptly return to Disclosing Party or destroy (and certify in

writing to Disclosing Party the destruction of) all Confidential Information, including all copies thereof, except Recipient may retain one copy of all Confidential Information for its legal files and shall not be required to destroy electronic copies contained on back-up media readily accessible only by information technology staff or experts. Notwithstanding such return or destruction, Recipient shall continue to be bound by this Agreement.

- 12.3.7. Equitable Remedies. Recipient hereby agrees that its failure to perform any obligation or duty that it has agreed to perform under this Article 12 may cause irreparable harm to Disclosing Party, which harm cannot be adequately compensated for by money damages. Accordingly, in the event of any actual or threatened breach or default by Recipient hereunder, Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to either seek to compel specific performance by, or seek to obtain injunctive relief against, Recipient.

Article 13. Independent Contractor

City shall be an independent contractor with respect to the Services to be performed hereunder and neither City nor its Related Parties, nor the employees or agents of its Related Parties, shall be deemed to be the servants, employees, or agents of MJMEUC. City shall be responsible for payment of actual wages and salaries of all employees and other of its personnel providing Services, including compensation, payroll taxes, benefits, insurance and other terms and conditions of employment or engagement; it being understood that all employees employed by City shall be employees of City and not of MJMEUC, and MJMEUC shall have no liability relating to such employees.

Article 14. Force Majeure

- 14.1. Defined. An event of "Force Majeure" means any event which is not within the reasonable control of the Party affected and with the exercise of due diligence could not reasonably be prevented, avoided or removed by such Party, which causes the Party claiming that an event of Force Majeure occurred to be delayed, in whole or in part, or unable, using commercially reasonable efforts, to partially or wholly perform its obligations under this Agreement (other than any obligation for the payment of money) or that damages (or is reasonably expected to damage) equipment including any: act of God, labor disturbance, act of the public enemy, war, terrorist act, insurrection, civil disturbance, sabotage, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation or restriction imposed by a Governmental Authority or lawfully established civilian authorities, epidemic or pandemic, or any other cause beyond a Party's control. The burden of proof as to whether an event of Force Majeure has occurred, its duration and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such event of Force Majeure.
- 14.2. Effect of Force Majeure. Neither 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 hindered 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.

- 14.3. Notification. If there is a Force Majeure event affecting a Party's ability to perform its obligation 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 Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party verbal reports with respect to the Force Majeure event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.
- 14.4. 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 that, in that Party's sole opinion, may be inadvisable or detrimental.

Article 15. Assignment

- 15.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns.
- 15.2. Assignments by MJMEUC. MJMEUC shall not assign its rights under this Agreement to another party except with the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that MJMEUC shall be permitted to assign any of its rights under this Agreement without any consent by the City: (a) in connection with a sale of substantially all of the Transmission Facilities which are the subject of this Agreement, or (b) for the purpose of financing the MJMEUC Assets; and provided, further, that nothing in this Agreement shall limit MJMEUC's rights to subcontract any construction of the MJMEUC Assets, and any portions thereof, to any third parties.
- 15.3. Assignments by City. City shall not assign its rights under this Agreement to another party except with the prior written consent of MJMEUC, which consent shall not be unreasonably withheld, conditioned, or delayed.

Article 16. Miscellaneous

- 16.1. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Missouri, without regard to conflicts of law principles.
- 16.2. Notices. Unless otherwise specifically provided in this Agreement, including **Exhibit C-1** as to invoices, 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 directed or addressed to the respective addresses set forth below, or (iv) transmitted by electronic mail to the e-mail address, respectively, as provided in **Exhibit D**, with receipt confirmed. 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; and (d) in the case of e-mail notices, the Business Day on the date on which electronic indication of receipt is received. Any Party may change its address and e-mail address by written notice to the other Party given in accordance with this Section, following the effectiveness of which notice such Party's address or e-mail address shall be updated accordingly.

- 16.3 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and terminates and supersedes all prior oral and written proposals and communications pertaining hereto. There are no representations, conditions, warranties, or agreements, express or implied, statutory or otherwise, with respect to or collateral to this Agreement other than contained in this Agreement or expressly incorporated herein.
- 16.4 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.
- 16.5 Severability and Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this Agreement. However, if such holding, or as a result of any Requirements of Law, or a change in any Requirements of Law, renders this Agreement impossible to perform, then the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.
- 16.6 Interpretation. In this Agreement, and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:
- 16.6.1 The singular includes the plural and vice versa;
- 16.6.2 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;
- 16.6.3 reference to any agreement (including this Agreement and the Related Agreements), 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;
- 16.6.4 the captions and article 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;
- 16.6.5 where technical terms are used in the documents, or attachments thereto, save and except as defined herein or therein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical transmission industry;

- 16.6.6 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; and
- 16.6.7 whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.
- 16.7 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.
- 16.8 Modifications. Unless otherwise specifically provided herein, this Agreement, including all Schedules and Exhibits, may be altered, modified, varied, or waived, in whole or in part, only by a modification executed by the duly authorized Representatives of both Parties.
- 16.9 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.
- 16.10 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 electronic form counterparts of the signature pages to this Agreement.
- 16.11 Dispute Resolution. All claims or disputes between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall first be attempted resolved by appointed company representatives. If the appointed company representatives cannot resolve the dispute, then company designated senior officers shall meet to resolve the dispute. Any agreed-upon resolution of the matter shall be documented in writing, signed by both Parties, and shall become a binding agreement for the resolution of the matter. If the Parties are unable to resolve the dispute in this manner, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or other mutually agreed upon mediator, before resorting to litigation.
- 16.12 Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Operations and Maintenance Agreement the day and year first above written intending the same to be binding upon the Parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether one and the same instrument and Agreement.

MJMEUC

Missouri Joint Municipal Electric Utility Commission

By: 
John Twitty,
President and CEO

STATE OF MISSOURI)
) ss:
Boone COUNTY)

Before me, a Notary Public in and for this state on this 5th day of May, 2022, personally appeared John Twitty to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and CEO and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office this day and year last above written.


Notary Public

My commission expires: 07/24/2024.



CITY

City of Nixa, Missouri

By: _____

Brian Steele,
Mayor

STATE OF MISSOURI

)

) ss:

CHRISTIAN COUNTY

)

Before me, a Notary Public in and for this state on this 11th day of April, 2022, personally appeared Brian Steele to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such city, for the uses and purposes therein set forth.

Given under my hand and seal of office this day and year last above written.

Rebekka Coffey
Notary Public

My commission expires: 07-18-2024



REBEKKA COFFEY
My Commission Expires
July 18, 2024
Stone County
Commission #16879102

EXHIBIT A

MJMEUC ASSETS

All of MJMEUC owned 69 kV transmission and substation facilities located in the City of Nixa, Missouri, and further described below.

Downtown Substation:

ALL OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 13, TOWNSHIP 27, RANGE 22, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 116 1/2 FEET AND EAST 632 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 80 FEET TO THE NORTH RIGHT OF WAY OF HIGHWAY #14; THENCE WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 150 FEET; THENCE NORTH 116 1/2 FEET TO A POINT DIRECTLY WEST OF THE POINT OF BEGINNING; THENCE EAST 150 FEET TO THE POINT OF BEGINNING.

AND,

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 27, RANGE 22, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 341 1/2 FEET; THENCE EAST 632 FEET; THENCE SOUTH 155 FEET FOR A TRUE BEGINNING POINT; THENCE SOUTH 75 FEET; THENCE WEST 150 FEET; THENCE NORTH 75 FEET; THENCE EAST 150 FEET TO SAID TRUE POINT OF BEGINNING, ALL IN CHRISTIAN COUNTY, MISSOURI.

Espy Substation:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 507.85 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING; THENCE N00°44'37"W, 100.00 FEET TO AN IRON PIN SET; THENCE S89°15'23"E, 150.00 FEET TO AN IRON PIN SET; THENCE S00°44'37"W, 100.00 FEET TO AN IRON PIN SET; THENCE N89°15'23"W, 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES.

ALSO INCLUDED IS A PERPETUAL NEUTRAL INGRESS AND EGRESS TO THE SUBJECT PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

A THIRTY FOOT (30') WIDE INGRESS-EGRESS EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 40.02 FEET TO THE EAST RIGHT OF WAY OF GREGG ROAD; THENCE N02°23'49"E ALONG SAID EAST RIGHT OF WAY 20.95 FEET TO THE POINT OF BEGINNING; THENCE S89°15'23"E, 366.80 FEET FOR A TERMINUS.

AND,

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 22 WEST, IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE SW1/4; THENCE S89°15'23"E, ALONG THE NORTH LINE OF ROYAL ESTATES, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, A DISTANCE OF 496.41 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE N00°44'37"E, A DISTANCE OF 125.00 FEET TO AN IRON PIN SET; THENCE S89°15'23"E, A DISTANCE OF 153.79 FEET TO AN IRON PIN SET ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 216, AT PAGE 102 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°28'56"W, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 125.06 FEET TO SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE NORTH LINE OF SAID ROYAL ESTATES; THENCE N89°15'23"W, ALONG SAID NORTH LINE OF ROYAL ESTATES, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 0.436 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

ALSO, WITH RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS AN ENTRANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE SW1/4; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE SW1/4, A DISTANCE OF 40.02 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 2 IN ROYAL ESTATES, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID ROYAL ESTATES, A DISTANCE OF 367.26 FEET FOR A POINT OF BEGINNING; THENCE N00°44'37"E, A DISTANCE OF 90.00 FEET; THENCE S89°15'23"E, A DISTANCE OF 89.13 FEET; THENCE S00°44'37"W, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF SAID ROYAL ESTATES; THENCE N89°15'23"W, ALONG SAID NORTH LINE, A

DISTANCE OF 89.13 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDED IS A PERPETUAL NEUTRAL INGRESS AND EGRESS TO THE SUBJECT PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

A THIRTY (30') WIDE INGRESS-EGRESS EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 40.02 FEET TO THE EAST RIGHT OF WAY OF GREGG ROAD; THENCE N02°23'49"E ALONG SAID EAST RIGHT OF WAY 20.95 FEET TO THE POINT OF BEGINNING; THENCE S89°15'23"E, 366.80 FEET FOR A TERMINUS.

Northeast Substation:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI; THENCE S02°11'50"W, 240.00 FEET; THENCE N87°55'10"W, 270.00 FEET; THENCE NORTH 02°11'50"E, 240.00 FEET; THENCE S87°55'10"E, 270.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.49 ACRES.

AND,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI; THENCE S02°11'50"W, 240.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°11'50"W, 20.00 FEET; THENCE N87°55'10"W, 290.00 FEET; THENCE N02°11'50"E, 260.00 FEET; THENCE S87°55'10"E, 20.00 FEET; THENCE S02°11'50"W, 240.00 FEET; THENCE S87°55'10"E, 270.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES.

Tracker Substation:

ALL OF LOTS TWELVE (12) AND THIRTEEN (13), OF C & K CORNERS, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE PLAT FILED IN PLAT BOOK "G" AT PAGE 139, RECORDER'S OFFICE OF CHRISTIAN COUNTY, MISSOURI.

All of the following 69kv electric transmission lines with endpoints designated as below:

SWPA to Espy – 1.55 miles

Espy to Downtown – 1.24 miles

Downtown to Tracker – 1.80 miles

Tracker to Northeast – 2.31 miles

Northeast to James River Power Station(City Utilities) – 3.92 miles

Transmission lines include all attached equipment and conductors including, but not limited to, poles, conductors, fiber optic cables, down guys, anchors attached to assemblies, insulators, and all other attached items necessary for the transmission of electricity.

EXHIBIT B

APPROVED SUBCONTRACTORS

PAR Electrical Contractors

BBC Electrical Contractors

MPUA Resource Services Corporation

Signatories to MPUA mutual aid agreement

Toth & Associates

EXHIBIT C-1

MJMEUC INVOICING REQUIREMENTS

All Invoices for Services performed under this Agreement must be submitted by the 10th of each month to: MJMEUC, Accounts Payable, 2200 Maguire Blvd., Columbia, MO 65201 or via email to MJMEUC's Chief Operating Officer, at contractnotices@mpua.org and the Chief Financial Officer, at mpua-accounting@mpua.org.

All Invoices presented for payment must include an **invoice number** or specific identifier, **invoice date**, **total amount of invoice** including freight and taxes, if applicable and the **appropriate general ledger ("GL") account number or work order number** noted for each invoice line item (*See list of accounts by description in Exhibit C-2*). All invoices must include charges assigned to an account in accordance with the Federal Energy Regulatory Commission Uniform System of Accounts.

In addition, invoices shall include the following items, as applicable:

- Purchase Order Number
- Purchase Order Item Number
- Change Order Number
- Change Order Item Number
- Project or Asset Name
- Dates work performed
- Job site or location
- Description of work
- Remit address or Banking information for Electronic Funds Transfers

MJMEUC Accrual Requirements:

Dollar estimate of additional work (by GL account number or work order number) completed but not yet invoiced, must be submitted via email to MJMEUC's Chief Financial Officer at contractnotices@mpua.org within five (5) Business Days upon such request to MJMEUC.

EXHIBIT C-2

LIST OF FERC UNIFORM SYSTEMS OF ACCOUNT BY DESCRIPTION

Operations

- 560 Operations supervision and engineering
- 561.1 Load dispatch-Reliability.
- 561.2 Load dispatch-Monitor and operate transmission system.
- 561.3 Load dispatch-Transmission service and scheduling.
- 561.4 Scheduling, system control and dispatch services.
- 561.5 Reliability planning and standards development.
- 561.6 Transmission service studies.
- 561.7 Generation interconnection studies.
- 561.8 Reliability planning and standards development services.
- 562 Station expenses (Major only).
- 562.1 Operations of Energy Storage Equipment.
- 563 Overhead line expense (Major only).
- 564 Underground line expenses (Major only).
- 565 Transmission of electricity by others (Major only).
- 566 Miscellaneous transmission expenses (Major only).
- 567 Rents.
- 567.1 Operations supplies and expenses (Nonmajor only).

Maintenance

- 568 Maintenance supervision and engineering (Major only).
- 569 Maintenance of structures (Major only).
- 569.1 Maintenance of computer hardware.
- 569.2 Maintenance of computer software.
- 569.3 Maintenance of communication equipment.
- 569.4 Maintenance of miscellaneous regional transmission plant.
- 570 Maintenance of station equipment (Major only).
- 570.1 Maintenance of Energy Storage Equipment.
- 571 Maintenance of overhead lines (Major only).
- 572 Maintenance of underground lines (Major only).
- 573 Maintenance of miscellaneous transmission plant (Major only).
- 574 Maintenance of transmission plan (Nonmajor only).

EXHIBIT D

PERSONS FOR NOTICES

For City:

Name: Doug Colvin
Title: Director of Nixa Utilities and Public Works
Address: 1111 W. Kathryn, Nixa, MO 65714
Office Telephone: 417-725-2353
Off-Hours Telephone: 417-735-3229
Cell Telephone:
Email: dcolvin@nixa.com

With a copy to:

Name: Nicholas Woodman
Title: City Attorney
Address: 715 W. Mt. Vernon St., Nixa, MO 65714
Office Telephone: 417-725-3785
Email: nwoodman@nixa.com

For MJMEUC:

Name: John Grotzinger
Title: Chief Operating Officer for MJMEUC
Address: 2200 Maguire Blvd. Columbia, MO 65201
Office Telephone: 573-445-3279
24-hour Telephone: 573-777-8093
Email: jgrotzinger@mpua.org and contractnotices@mpua.org

With a copy to:

Names: Doug Healy
Title: General Counsel
Address: 3010 E. Battlefield, Suite A, Springfield, MO 65804
Office Telephone: 417-864-7018
Cell Telephone: 573-301-5780
Email: doug@healylawoffices.com

EXHIBIT E

CITY LABOR RATES

EMPLOYEE TITLE	ST	OT	DT
SUPERINTENDENT	\$108.00	\$155.96	\$203.91
GEN FOREMAN	\$103.17	\$148.84	\$194.51
FOREMAN	\$98.96	\$142.64	\$186.33
LINEMAN	\$90.56	\$130.27	\$169.99
OPERATOR	\$84.19	\$120.89	\$157.59
GROUNDSMAN	\$60.69	\$86.28	\$111.88
MECHANIC	\$84.19	\$120.89	\$157.59
SAFETY	\$90.56	\$130.27	\$169.99
1 APPRENTICE	\$56.95	\$80.77	\$104.60
2 APPRENTICE	\$61.15	\$86.96	\$112.78
3 APPRENTICE	\$65.35	\$93.15	\$120.95
4 APPRENTICE	\$69.55	\$99.34	\$129.12
5 APPRENTICE	\$73.75	\$105.52	\$137.29
6 APPRENTICE	\$77.96	\$111.71	\$145.47
7 APPRENTICE	\$82.16	\$117.90	\$153.64

EXHIBIT F**CITY EQUIPMENT RATES**

EQUIPMENT DESCRIPTION	Hourly Rates
Air Compressor: 85 - 130 CFM	\$18.00
Back Hoe	\$40.00
Track Hoe	\$75.00
Backyard Machines	\$42.00
Bobcat	\$25.00
Bobcat on Tracks	\$30.00
Bucket truck up to 49 ft.	\$32.00
Bucket truck 50' to 64'	\$35.00
Bucket truck 65' to 74'	\$51.00
Bucket truck 75' to 84'	\$60.00
Bucket truck 85' to 94'	\$70.00
Caterpillars: D4, D5	\$60.00
Caterpillars - D6	\$75.00
1050 Dozer with triple winches	\$140.00
Digger Derricks up to 47' shiv	\$35.00
Digger Derricks 48' - 50' shiv	\$42.00
Digger Derricks over 50' shiv	\$52.00
Dump Truck	\$19.00
Flatbeds/Material Trailer	\$15.00
Office Trailer	\$25.00
Pickup	\$15.00
Rock Drill	\$60.00
Service Truck	\$20.00
Track Equipment - Bucket or Digger	\$125.00
Tractor Trailer	\$125.00
Truck Crane	\$78.00
Mantis Crane-45 ton	\$205.00
Mantis Crane-100 ton	\$300.00
Trailer - Maintenance	\$15.00
Trailer - Pole	\$10.00
Tool Trailer	\$18.00
Hard line puller	\$75.00
Large rope rig	\$60.00
Bull wheel tensioner	\$50.00
Bundle bull wheel tensioner	\$60.00
Reel stand trailer	\$35.00
Wire Stringing - Rope Pullers-Single & Double Drum	\$18.00
Wire Stringing - Rope Pullers-3 Drum-Medium	\$35.00
Wire Stringing - Rope Pullers-4 Drum-Small	\$25.00
Wire Stringing - Rope Pullers-4 Drum-Medium	\$40.00
Wire Stringing - Conductor Tensioner	\$30.00
Wire Stringing - Wire Trailers - Single	\$25.00
Wire Stringing - Wire Trailer-Four Reel w/Brake	\$30.00
Hot Arms - DAILY RATE	\$2.85
Rollers - DAILY RATE	\$1.30

EXHIBIT G

PERSONAL PROPERTY LOCATED ON OR ABOUT MJMEUC'S ASSETS AND DESIGNATED INTERESTS

See Exhibits G-2, G-3, G-4 and G-5 for lists of major items (personal property) located on the premises of MJMEUC's Assets and the designated interests of that personal property. The items marked MJMEUC are solely owned by MJMEUC. The items marked Nixa are solely owned by Nixa. The items marked both MJMEUC and Nixa are solely owned by MJMEUC but jointly used by MJMEUC and Nixa.

In addition, there is metering equipment and miscellaneous other items on the premises of MJMEUC's Assets which the Parties have mutually agreed that are jointly used by both Parties, but actual ownership will be determined at a later date.

EXHIBIT G-2

DOWNTOWN

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	506517
1 - HVAC System	X	X	Bard	309D133002302-02
1 - Set of Batteries (20 total)	X	X	Mesa	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216049
1 - DC Panelboard	X	X	G. E.	AXB7L5
1 - AC Panelboard	X	X	Square D	?
1 - Double Throw Safety Switch	X	X	Eaton	Backup Station Power
1 - 69KV Breaker (DT6951)	X		Siemens	54968-3
1 - Panel 1 Rack	X		SEL	130153-32007
1 - Panel 1 (21P/DT51)	X		SEL-421	1131350107
1 - Panel 1 (21B/DT51)	X		SEL-311L	1131350106
1 - Panel 1 (Bus Diff)	X		SEL-587Z	1131350104
1 - Panel 1 Shark Meter 100	X		Electro Industries	1111-0090856937
1 - 69KV Breaker (DT6952)	X		Siemens	54968-5
1 - Panel 2 Rack	X		SEL	130153-32008
1 - Panel 2 (21P/DT52)	X		SEL-421	1131350108
1 - Panel 2 (21B/DT52)	X		SEL-311L	1131350105
1 - Panel 2 Shark Meter 100	X		Electro Industries	96-0035314824
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
3 - 69KV Bay Lighting LED	X		PacLights	SKU- FFL100-LV-50
6 - 69KV Lightning Arrestors	X		Turner Type: AZES006G048060	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 69KV 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
3 - 69KV PT's	X		Kuhlman Model: POF-350-2	
1 - Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Breaker (DT6953)		X	Siemens	3006199681-1
1 - Panel 3 Rack		X	SEL	170084-89106
1 - Panel 3 (Overcurrent)		X	SEL-351S	3170580144
1 - Panel 3 (Xfrm Diff)		X	SEL-387A	1170590092
1 - Power Xfrm 15/20/25		X	CG Power	20151600781
3 - 12KV Bay Lighting LED		X	PacLights	SKU- FFL100-LV-50
1 - Yard Light LED		X	Same as the City's street lights	
3 - 69KV Lightning Arrestors		X	?	?
3 Sets - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
3 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-10
6 - 69KV 400/5 CT's		X	Siemens	BYM Bushing 54968-10
3 - 69KV Shorted CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

EXHIBIT G-3

NORTHEAST

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	504737
1 - HVAC System	X	X	Bard	225A051988582-02
1 - Set of Batteries (15 total)	X	X	GNB Classic	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216047
1 - DC Panelboard	X	X	Siemens	Cat: P1N42ML250ATF
1 - Double Throw Safety Switch	X	X	Eaton	?
1 - AC Panelboard Main	X	X	Square D	?
1 - 69KV Breaker (NE6951)	X		Siemens	54968-8
1 - Panel 1 Rack	X		SEL	07/0393
1 - Panel 1 (87L/51 Line Diff)	X		SEL-387L	2007085252
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087122
1 - Panel 1 Shark 100 (NE6951)	X		Electro Industries	1211-0124410315
1 - 69KV Breaker (NE6952)	X		Siemens	54968-7
1 - Panel 2 Rack	X		SEL	07/0394
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085254
1 - Panel 2 (21B/52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2007085301
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146868
1 - 69KV Breaker (NE6953)	X		Siemens	54968-6
1 - Panel 3 Rack	X		SEL	07/0395
1 - Panel 3 (87L-JRPS Line Diff)	X		SEL-387L	2010230372
1 - Panel 3 (21B/53 Distance)	X		SEL-421	2007086290
1 - Panel 3 Shark Meter 100	X		Electro Industries	73-146867
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
9 - 69KV Lightning Arrestors	X		Turner Type: AZESOO6G04800	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
36 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 600/300 PT's	X		Kuhlman Model: POF-350-2	
Ground Grid	X	X	4/0 Bare Copper	?
1 - Power Transformer 15/20/25		X	Kuhlman	987267-1
1 - AC Panelboard 12KV		X	Square D	HOMC21UC
3 - Yard Light LED		X	Same as the City's street lights	
1 - 69KV Breaker (NE6954)		X	Siemens	54968-1
1 - Panel 1(50/51-54)Overcurrent		X	SEL-351S	1122160348
1 - Panel 1 (87T/54 Trans Diff)		X	SEL-387A	1122160416
1 - Panel 1 Shark 100 (NE6954)		X	Electro Industries	73-146885
6 - 69KV Disconnect Switches		X	Type: Hook Disconnect Switches	
3 - 600/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
9 - 1200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

EXHIBIT G-4

Tracker

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504736
1 - HVAC System	X		Bard	225F041909436-02
1 - Set of Batteries (15 total)	X		GNB Classic	Vented Lead Acid
1 - Battery Charger	X		Sens	216046
1 - DC Panelboard	X		Siemens	Cat: P1N30ML25OATS
1 - AC Panelboard	X		Square D	?
1 - 69KV Breaker (TR6951)	X		Siemens	54968-10
1 - Panel 1 Rack	X		SEL	07/0390
1 - Panel 1 (21P/51 Distance)	X		SEL-311C	2007087120
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087123
1 - Panel 1 Shark Meter 100	X		Electro Industries	73-146869
1 - 69KV Breaker (TR6952)	X		Siemens	54968-9
1 - Panel 2 Rack	X		SEL	07/0391
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085253
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2007087121
1 - Panel 2 (87/69B Bus Diff)	X		SEL-387L	2007087323
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146866
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestor	X		Turner Type: AZES006G048060	
12 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
24 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 69KV 600/5 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	Pole Mount ?	?
1 - S & C Circuit Switcher		X	S & C	00-18363R
1 - Power Transformer 15/20/25		X	Kuhlman	282747-98-1
1 - 12KV Switchgear & Contents		X	All Distribution Equipment	
1 - 12KV Switchgear HVAC		X	Bard	140M991399398-02
3 - 69KV Lightning Arrestors		X	Turner Type: AZES006G048060	
6 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-11
1 Set - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
1 - Substation Fence	X	X		

EXHIBIT G-5

ESPY

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504739
1 - HVAC System	X		Bard	225B092600753-02
1- Set of Batteries (15 total)	X		GNB Classic	6-TCX-100
1 - Battery Charger	X		Sens	216048
1 - DC Panelboard	X		G. E.	Cat:AEF1482BBX AXB7
1 - AC Panelboard	X		Square D	Cat: NQMB2Q
1 - 69KV Breaker (ES6951)	X		Siemens	54968-2
1 - Panel 1 Rack	X		EP/2	Job: 4940
1 - Panel 1 (Annunciator)	X		SEL-2523	2008361110
1 - Panel 1 (21P-51 Distance)	X		SEL-311C	2008364113
1 - Panel 1 (21B-51 Distance)	X		SEL-311C	2008364111
1 - Panel 1 Shark Meter 100	X		Electro Industries	91-0042744526
1 - 69KV Breaker (ES6952)	X		Siemens	54968-4
1 - Panel 2 Rack	X		EP/2	Job: 4940
1 - Panel 2 (21P-52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2008364110
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2008364341
1 - Panel 2 Shark Meter 100	X		Electro Industries	91-0042744021
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestors	X		Turner Type: AZES006G048060	
12 - Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
7 - 600/350 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	B & B Transformer	5100861
S & C Circuit Switcher		X	S & C	92-35960
12KV Switchgear Door (1) LED		X	Street Works	Cat: CRTKAA08E1205A
Yard Light (1) LED		X	Same as the City's street lights	
Power Transformer 18/24/30		X	WEG	20151700929
12KV Switchgear & Contents		X	All Distribution Equipment	
12KV Switchgear HVAC		X	Haier	FS002498C
3 - 69KV Lightning Arrestors		X	Turner Type: AZES006G048060	
3 - 200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
3 - 600/5 69KV PT's		X	Siemens	BYM Bushing 54968-10
1 - Substation Fence	X	X		