

**MAINTENANCE AGREEMENT BETWEEN
CITY UTILITIES OF SPRINGFIELD, MISSOURI
AND THE CITY OF NIXA, MISSOURI**

Whereas, City Utilities of Springfield, Missouri ("City Utilities") and the City of Nixa, Missouri ("Nixa") have entered into an Interconnection Agreement, dated September 24, 2004, pursuant to which Nixa will construct a 69kV electric transmission line to interconnect Nixa's electric power system with City Utilities' electric power system,

Now, therefore, on this 6th day of October, 2006, City Utilities of Springfield, Missouri ("City Utilities") and the City of Nixa, Missouri ("Nixa") agree as follows:

1. Term. This Agreement shall begin on the date that it is signed and shall terminate when either party gives written notice of termination to the other.

2. Definitions.

(a) 69kV Electric System. The 69kV Electric System shall be defined as follows: 1) The 69 kV line constructed by Nixa pursuant to the Interconnection Agreement ("69 kV Transmission Interconnection Line"). The 69kV Transmission Interconnection Line shall begin at its connection to Nixa's Tracker Substation located on Lots 12 & 13 C&K Corners Subdivision ("Beginning Point") and shall end at the bus at City Utilities' James River Power Station ("Interconnection Point"); 2) Nixa's 69kV line interconnecting the Tracker Substation to Downtown Substation to Southwest Power Administration's Substation to Espy Substation, more particularly depicted on Exhibit A, attached and made a part hereof, and 3) any substation owned by Nixa.

(b) Actual Cost. "Actual Cost" shall mean the actual cost of performing work using City Utilities' standard accounting procedures. Actual Cost shall include, without limitation, labor, materials, equipment, maintaining additional stock (if any), and overhead expenses. If work is performed using third party contractors, then the Actual Cost shall be the cost paid by City Utilities to such third party contractors.

(c) Nixa's Portion of the 69kV Electric System. Nixa shall own the 69kV Electric System up to the meters at City Utilities' James River Power Station.

(d) City Utilities' Portion of the 69kV Electric System. City Utilities shall own the electric meters and all the 69kV Electric System from the electric meters at James River Power Station to the Interconnection Point, including without limitation, circuit breakers.

3. Maintenance of 69kV Electric System. City Utilities shall provide maintenance services to Nixa for the 69kV Electric System as follows. Prior to energizing the 69kV Transmission Interconnection Line and annually thereafter, City Utilities and Nixa shall meet and agree on the maintenance services to be performed by City Utilities for the following year ("Annual Maintenance Services"). Nixa shall pay City Utilities the Actual Cost of the Annual Maintenance Services. City Utilities shall provide a written estimate of the Actual Cost, specifying the Annual Maintenance services to be performed and the schedule for completion of the Annual Maintenance Services. Nixa must approve the estimate in writing before City Utilities performs the Annual Maintenance Services. City Utilities will invoice Nixa monthly for the Annual Maintenance Services. The parties may agree to the performance of additional maintenance

services at any time, using the same procedure. In emergencies, the parties shall mutually agree in writing to the services to be performed and the schedule for completion, but City Utilities shall not be required to estimate the Actual Cost of the services.

4. Duty to Maintain 69kV Electric System. It shall be Nixa's duty to maintain Nixa's portion of the 69kV Electric System and to keep it in a safe condition. City Utilities shall not have any duty to maintain Nixa's Portion of the 69kV Electric System or keep it in a safe condition or to inspect it for unsafe conditions, unless specified in writing pursuant to Section 3, above. It shall be City Utilities' duty to maintain City Utilities Portion of the 69kV Electric System and to keep it in a safe condition. Nixa shall not have any duty to maintain City Utilities' Portion of the 69kV Electric System or keep it in a safe condition or to inspect it for unsafe conditions.

5. Audit of City Utilities' Records. Nixa shall have the right, at its expense, to audit City Utilities' records to verify invoices anytime during this Agreement or within three years following its termination.

6. Force Majeure. Neither party shall be liable for delays or failures of performance due to causes beyond its reasonable control. The party affected by a Force Majeure shall use all reasonable diligence to remove or cure the Force Majeure, provided that no party shall be required to settle or resolve labor disturbances or strikes on terms unfavorable to that party.

7. Notices. All notices shall be in writing and sent by certified mail, return receipt requested, overnight courier, or facsimile. Facsimile notices shall be confirmed by one of the other two methods, but shall be effective on the date that the facsimile transmission is sent. Notices shall be sent as set forth below, provided that either party can change such information by giving the other party written notice.

City Utilities:

Brent McKinney, P.E.
Manager—Electric T & D
828 N. Prince Lane
Springfield, MO 65802

Nixa:

Brian Bingle
Mayor
P.O. Box 395
Nixa, MO 65714

8. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is not intended to and shall not create rights of any kind whatsoever in, without limitation, any person, corporation, association, power supplier, governmental agency, political subdivision, or entity of any kind whatsoever, other than the parties hereto.

9. Assignment. Neither party may assign this Agreement without the written consent of the other party. This Agreement shall be binding on the successors and assigns of the parties.

10. No joint Venture. This Agreement is not intended to create a partnership or joint venture.

11. Liability and Indemnification.

(a) Nixa shall be liable for all claims, damages, losses, and expenses, including attorney's fees, arising from the ownership, construction, maintenance, or operation of Nixa's Portion of the 69kV Electric System, except to the extent they are caused or contributed to by the negligence or willful misconduct of City Utilities or breach of this Agreement by City Utilities.

(b) City Utilities shall be liable for all claims, damages, losses, and expenses, including attorney's fees, arising from the ownership, construction, maintenance, or operation of City Utilities' Portion of the 69kV Electric System, except to the extent they are caused or contributed to by the negligence or willful misconduct of Nixa or breach of this Agreement by Nixa.

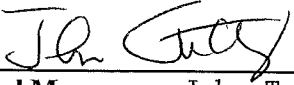
(c) Each party shall indemnify, defend, and hold harmless the other party, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its breach, negligence, or will misconduct. In cases of concurring fault, each party shall bear its share of the loss. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or from the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. Payments and Interest. All payments hereunder shall be due within 30 days from the date of the invoice. All amounts that are not paid when due shall bear interest at the prime rate of interest published in the Wall Street Journal, plus one percentage point. If Nixa disputes any invoice, it shall pay the undisputed portion to City Utilities. On resolution of the dispute, any amount determined to be owed by Nixa to City Utilities shall bear interest from the original due date as set forth above.

In Witness Whereof, the parties have signed this Agreement on the date first written above.

City Utilities of Springfield, Missouri

City of Nixa, Missouri

By 
General Manager - John Twitty

By 
Mayor

Approved: 