

**JOINT OWNERSHIP AGREEMENT BY AND BETWEEN
UNION ELECTRIC COMPANY D/B/A
AMEREN MISSOURI AND
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

TABLE OF CONTENTS

1.	DEFINITIONS	1
1.1.	Defined Terms.....	1
1.2.	Interpretation.....	8
1.3.	Construction.....	8
2.	REPRESENTATIONS AND WARRANTIES	9
2.1.	MJMEUC Representations and Warranties.....	9
2.1.1.	Organization and Existence	9
2.1.2.	Execution, Delivery and Enforceability	9
2.1.3.	No Violation	9
2.1.4.	No Consents.....	9
2.2.	Ameren Missouri Representations and Warranties.....	9
2.2.1.	Organization and Existence	9
2.2.2.	Execution, Delivery and Enforceability	9
2.2.3.	No Violation	10
2.2.4.	No Consents.....	10
2.2.5.	Title	10
2.3.	Disclaimers	10
2.3.1.	By MJMEUC	10
2.3.2.	By Ameren Missouri	11
3.	EFFECTIVE DATE, TERM, AND TERMINATION	11
3.1.	Effective Date and Term.....	11
3.2.	Termination.....	11
3.3.	Effect of Termination.....	12
4.	OWNERSHIP INTEREST	12
4.1.	Closing	12
4.2.	Conditions Precedent.....	13
4.2.1.	MJMEUC’s Conditions Precedent.....	13
4.2.2.	Ameren Missouri’s Conditions Precedent	13
4.2.3.	Provisions Applicable to Both Parties.....	13
4.3.	Further Assurances and Approvals.....	13
4.3.1.	Approvals and Consents.....	13
4.3.2.	Obligation to Renegotiate.....	15
4.3.3.	Ameren Missouri Activities from Execution to Closing.....	15

PUBLIC

4.4.	Closing	15
4.4.1.	MJMEUC Obligation	15
4.4.2.	Regulatory Asset.....	15
4.4.3.	Ameren Missouri Obligations	15
4.4.4.	Permits.....	16
4.4.5.	Officer’s Certificate.....	16
4.5.	Further Identification of Assets.....	16
4.6.	No Lien on Other Party’s Ownership Interest.....	17
4.7.	Use of Project.....	17
5.	OPERATOR	17
5.1.	Appointment	17
5.2.	Authority and Responsibility.....	17
5.3.	Assignability	18
5.4.	Standards of Conduct.....	18
5.4.1.	Standards of Conduct of Owners in General.....	18
5.4.2.	Standards of Conduct of Operator.....	18
5.5.	Remedies Against Operator	18
5.5.1.	In General.....	19
5.5.2.	Removal and Replacement.....	19
5.6.	Management and Operating Audits	20
5.7.	Information	20
5.7.1.	Reserved.....	20
5.7.2.	NERC Compliance.....	20
5.8.	MISO Control.....	22
6.	PROJECT COMMITTEE.....	22
6.1.	General.....	22
6.1.1.	Major Decisions.....	22
6.2.	Resolution of Disputes	22
7.	COST RECOVERY FOLLOWING CLOSING	23
7.1.	Capital Costs	23
7.2.	Operating Costs	23
8.	BILLING AND PAYMENT.....	23
8.1.	Capital Cost Invoice	23
8.2.	Monthly Operating Cost Invoice.....	23
8.3.	Due Date.....	23

8.4.	Access to Information.....	24
8.5.	Disputes.....	24
9.	TAXES AND INSURANCE.....	24
9.1.	Taxes	24
9.2.	Insurance During Construction.....	24
9.3.	Property Insurance During Operation	24
9.4.	Liability Insurance During Operation.....	25
9.5.	Automobile Liability and Workers Compensation Insurance During Operation.	25
10.	DAMAGE, DESTRUCTION, CONDEMNATION AND DECOMMISSIONING	25
10.1.	Casualty Losses	25
10.1.1.	Fully Insured Casualty Losses.....	25
10.1.2.	Partially Insured Casualty Losses	25
10.1.3.	Insurance Proceeds.....	26
10.2.	Condemnation	26
10.3.	Governmental Approvals.....	26
10.4.	Decommissioning.....	26
10.5.	Failure to Construct.....	26
11.	FORCE MAJEURE.....	27
11.1.	Defined.....	27
11.2.	Effect of Force Majeure.....	27
11.3.	Notification	27
11.4.	Removal	27
11.5.	Termination.....	27
12.	DEFAULT AND REMEDIES	27
12.1.	Default	27
12.2.	Remedies Generally.....	28
13.	THIRD PARTY INDEMNITY AND LIMITATION ON DAMAGES	28
13.1.	Liability to Third Person(s).....	28
13.2.	Mutual Indemnity.....	29
13.3.	Notice and Opportunity to Participate in Defense.....	29
13.4.	Limitation on Damages.....	29
14.	ASSIGNMENT.....	29
14.1.	General.....	29
14.2.	Ameren Missouri Assignment.....	29
14.3.	MJMEUC Assignment.....	29

14.4.	Right of First Refusal.....	30
14.5.	Upstream Changes in Control.....	30
14.6.	Rights of Lenders.....	30
15.	DISPUTE RESOLUTION.....	31
15.1.	General.....	31
15.2.	Technical Dispute Arbitration	31
15.2.1.	Arbitration Panel.....	31
15.2.2.	Dispute Notice.....	31
15.2.3.	Costs and Expenses.....	32
15.2.4.	Confidentiality.....	32
15.2.5.	Arbitral Award	32
15.3.	Other Disputes.....	32
16.	MISCELLANEOUS.....	32
16.1.	Confidentiality.....	32
16.2.	Governing Law.....	32
16.3.	No Delay	32
16.4.	Notices.....	33
16.5.	No Partnership for Tax Purposes.....	34
16.6.	Waiver of Right of Partition.....	34
16.7.	Additional Documents and Acts	34
16.8.	Entire Agreement.....	34
16.9.	No Third Party Beneficiaries.....	34
16.10.	Restoration.....	34
16.11.	Reserved.....	34
16.12.	No Waivers.....	34
16.13.	No Principal/Agent Relationship.....	34
16.14.	Counterparts.....	34

PUBLIC

JOINT OWNERSHIP AGREEMENT

This Joint Ownership Agreement (this “Agreement”) is entered into as of the 24th day of June _____, 2021 (the “Execution Date”), by and between Union Electric Company d/b/a Ameren Missouri, with offices at 1901 Chouteau Avenue, St. Louis, Missouri 63103 (“Ameren Missouri”), and the Missouri Joint Municipal Electric Utility Commission, a Missouri joint action agency, with offices at 1808 I-70 Dr. Southwest, Columbia, Missouri 65203 (“MJMEUC”), collectively hereinafter referred to as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, Ameren Missouri, MJMEUC and the Hannibal Board of Public Works have entered into a Memorandum of Understanding (“MOU”) effective as of October 21, 2019 to jointly collaborate in the development, design, financing and construction of a new 161 kV ring bus (“Finn Substation”) to be located on property to be acquired by Ameren Missouri west of the existing Marion Substation, and the rebuild of the existing 161 kV radial tap line that will connect the Finn Substation to Associated Electric Cooperative, Inc.’s (“AECI’s”) Spalding Substation (such rebuilt line referred to herein as the “Spalding-Finn Transmission Line”). The Finn Substation and the Spalding-Finn Transmission Line are collectively defined and referred to herein as the “Project”;

WHEREAS, in order to facilitate the electrical connection of the Project, Ameren Missouri will coordinate with Ameren Illinois Company with regard to the installation of a new 138/161 kV transformer at the Hull Substation owned by Ameren Illinois Company and Ameren Missouri will install a 161 kV bus tie breaker at its Marion Substation;

WHEREAS, in order to facilitate the electrical connection of the Project, the Hannibal Board of Public Works will install a new 161/34 kV transformer that will connect the Finn Substation to the existing Hannibal 34 kV system; and

WHEREAS, the Parties desire to memorialize certain of the terms and conditions by which they will, among other things: (i) construct and commission the Project; (ii) jointly own the Project; (iii) operate and maintain the Project; and (iv) establish the rights and obligations of the Operator with respect to the Project.

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

1. DEFINITIONS.

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

1.1.1. Reserved.

1.1.2. Affiliate of a specified Party means any other Person other than a natural person, directly or indirectly controlling, controlled by, or under common control with the first such Party specified. For purposes of this Agreement, the term “control” (including its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or membership or other ownership interests, by contract or otherwise).

PUBLIC

1.1.3. AFUDC has the meaning set forth in Section 7.1.

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

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

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

1.1.7. Ameren Missouri Ownership Interest means, on and after the Execution Date, the ownership of the Project assets by Ameren Missouri and, on and after the Closing, Ameren Missouri's Participation Percentage undivided ownership interest in the Project assets, as a tenant in common with MJMEUC, and thereafter as it exists from time to time.

1.1.8. Ameren Missouri's Participation Percentage means fifty-one percent (51%) as such percentage may be increased by mutual agreement of the Parties.

1.1.9. Ameren Missouri Transmission Facilities means collectively all Transmission Facilities owned by Ameren Missouri from time to time.

1.1.10. Arbitral Award has the meaning set forth in Section 15.2.2.

1.1.11. Arbitration Panel has the meaning set forth in Section 15.2.1.

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

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

1.1.14. Capital Cost has the meaning set forth in Section 7.1.

1.1.15. Claims has the meaning set forth in Sections 13.1 and 13.2.

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

1.1.17. Confidential Information has the meaning set forth in Section 16.1.

PUBLIC

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

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

1.1.20. Discloser means a Party that discloses Confidential Information to the other Party.

1.1.21. Dispute Notice has the meaning set forth in Section 15.2.2.

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

1.1.23. Reserved.

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

1.1.25. Reserved.

1.1.26. Event of Default has the meaning set forth in Section 12.1.

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

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

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

1.1.30. Force Majeure has the meaning set forth in Section 11.1.

1.1.31. Foreclosed Party has the meaning set forth in Section 14.6.

1.1.32. Good Utility Practice means any of the applicable practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results in a good faith, nondiscriminatory manner and at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to all applicable Requirements of Law. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of

PUBLIC

all others, but rather shall mean all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties.

1.1.33. Governmental Authority means any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including the MoPSC and FERC.

1.1.34. Indemnified Party has the meaning set forth in Section 13.2.

1.1.35. Indemnifying Party has the meaning set forth in Section 13.2.

1.1.36. Reserved.

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

1.1.38. Joint Defense Agreement means the form of joint defense agreement attached hereto as Exhibit 1.1.38 and incorporated herein, between Ameren Missouri and MJMEUC that provides in detail the support that each Party will provide in the relevant regulatory proceedings and the costs, if any, that one Party will be entitled to have reimbursed by the other Party.

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

1.1.40. Major Decisions has the meaning set forth in Section 6.1.1.

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

1.1.42. Members means the members of MJMEUC set forth on *Exhibit 1.1.42*, and any Person that may become a member of MJMEUC subsequent to the Execution Date.

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

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

PUBLIC

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

1.1.46. Reserved.

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

1.1.48. MJMEUC Ownership Interest means MJMEUC's Participation Percentage undivided ownership interest in the Project, as a tenant in common, to be assigned from Ameren Missouri at the Closing, and thereafter as it exists from time to time.

1.1.49. MJMEUC's Participation Percentage means [REDACTED] as such percentage may be decreased by mutual agreement of the Parties.

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

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

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

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

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

1.1.55. Operating Costs has the meaning set forth in Section 7.2.

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

1.1.57. Operator shall have the meaning set forth in Section 5.1.

1.1.58. Reserved.

PUBLIC

1.1.59. Ownership Interest means the MJMEUC Ownership Interest, the Ameren Missouri Ownership Interest or both, as the context requires.

1.1.60. Participation Percentage means either MJMEUC's Participation Percentage or Ameren Missouri's Participation Percentage, as the context requires.

1.1.61. Participation Price has the meaning set forth in Section 4.4.2.

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

1.1.63. Payment Default Notice has the meaning set forth in Section 12.1.1.

1.1.64. Permits has the meaning set forth in Section 4.4.3(d).

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

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

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

1.1.68. Project Committee has the meaning set forth in Section 6.1.

1.1.69. Project Documents has the meaning set forth in Section 4.4.3(e).

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

PUBLIC

1.1.71. Reserved.

1.1.72. Recipient means any Party that receives Confidential Information from the other Party.

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

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

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

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

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

1.1.78. ROFR has the meaning set forth in Section 14.4.

1.1.79. Secured Person has the meaning set forth in Section 14.6.

1.1.80. Technical Expert means any individual who: (a) within the previous twelve (12) months has not been employed nor retained (other than as a mediator or arbitrator) by, or affiliated with, either Party or any Affiliate of a Party; (b) has specific technical and operations knowledge and experience in transmission-related matters; and (c) is chosen by a Party or the other Technical Experts to serve on the Arbitration Panel in accordance with Section 15.2.1.

1.1.81. Third Party Conveyance has the meaning set forth in Section 14.4.

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

1.1.83. Transmission Facilities means the tangible assets, real property interests, infrastructure and facilities, owned by a Party and used to transmit or deliver power and energy for resale in or through the State of Missouri, including equipment, feeders, lines, substations, switches, transformers and such other assets as may be designated "transmission" by the MoPSC, FERC, MISO, or other applicable regulatory agency, including facilities not controlled by MISO, if such facilities are used for delivery of power and energy for resale in the State of Missouri.

PUBLIC

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

1.2.1. The singular includes the plural and vice versa.

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

1.2.3. Reference to any gender includes each other gender.

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

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

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

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

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

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

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

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

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

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

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

2. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

2.2.1. Organization and Existence. Union Electric Company d/b/a Ameren Missouri is a duly organized and validly existing corporation in good standing under the laws of the State of Missouri.

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

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

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

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

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

2.3. Disclaimers.

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

have been or may be provided to Ameren Missouri or Ameren Missouri's Representatives by any MJMEUC Representative).

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

3. EFFECTIVE DATE, TERM, AND TERMINATION.

3.1. Effective Date and Term. This Agreement shall become effective upon the Execution Date, except as follows: any provision of this Agreement for which Ameren Missouri is required to obtain Regulatory Approvals before it may be effective shall not be effective until the applicable regulatory body permits it to go into effect. Each provision of this Agreement, once effective, shall continue in full force and effect until terminated in accordance with the provisions hereof.

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

3.2.1. the Project is damaged and destroyed and the Parties elect not to repair or reconstruct (or cannot reach agreement on whether to repair or reconstruct) the damaged or destroyed Project in accordance with Section 10.1;

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

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

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

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

(a) not obtained; or

PUBLIC

- (b) includes terms and conditions materially different from those requested by one or both of the Parties and has a Material Adverse Effect on one or both of the Parties; or
- (c) in the case of a Regulatory Approval, is overturned on appeal thus limiting the legal ability of a Party to pursue the Project;

provided that termination of this Agreement pursuant to this Section 3.2.5 shall only be permissible in instances where, after using commercially reasonable efforts, the Parties are unable to renegotiate this Agreement and/or remedy the issues giving rise to the appeal in a manner acceptable to the affected Party(ies);
or

3.2.6. by mutual written agreement of the Parties.

3.3. Effect of Termination.

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

3.3.2. If this Agreement is terminated pursuant to Section 3.2, then, except as otherwise provided herein and for those provisions that are expressly intended to survive termination, this Agreement shall terminate and become void and of no further force and effect, without further action by either Party, provided that neither Party shall be relieved from any of its obligations or liabilities hereunder accruing prior thereto.

3.3.3. Upon termination of this Agreement, Operator, on its own behalf and on behalf of the other Party, shall retain such powers hereunder as shall be necessary in connection with the retirement, decommissioning, abandonment and final disposition of the Project at the time of such termination, and the respective rights and obligations of the Parties hereunder shall continue with respect to any action taken hereunder in connection with such retirement, decommissioning, abandonment and final disposition, and for all necessary costs and expenses incurred in connection therewith.

3.3.4. This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs and expenses incurred hereunder, including billings and payments for retirement, decommissioning, abandonment and final disposition costs and expenses set forth in Sections 10.4 and 10.5, and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

4. OWNERSHIP INTEREST.

4.1. Closing. Ameren Missouri and MJMEUC hereby agree to participate in the Project as joint owners and tenants in common. Ameren Missouri agrees to Transfer to MJMEUC the MJMEUC Ownership Interest at the Closing, which shall occur on a mutually agreed date no sooner than thirty (30) days prior to the Project assets being placed into service (the "Closing"). Prior to Closing, Ameren Missouri shall provide MJMEUC with at least ninety (90) days advance notice of the anticipated Closing date and an estimate of MJMEUC's Participation Percentage of Capital Costs and shall continue to take all required actions to Construct the Project, with the expectation that the Closing will take place.

4.2. Conditions Precedent.

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

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

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

- (a) FERC placing one or more of the provisions of this Agreement into effect, if any Regulatory Approval of FERC, as set forth on *Exhibit 2.2.4*, is required to make such provisions effective; and
- (b) Ameren Missouri's receipt of the Regulatory Approvals with respect to the Project, as set forth on *Exhibit 2.2.4*, to the extent required for operation of the Project.

4.2.3. Provisions Applicable to Both Parties.

- (a) Each Party shall use commercially reasonable efforts to satisfy the conditions set forth in Section 4.2, including cooperating with and supporting the filing Party in seeking any Regulatory Approval or Permit.
- (b) Except as may otherwise be provided in an applicable Joint Defense Agreement, each Party will be responsible for its own costs and expenses in obtaining any of its Regulatory Approvals and Lender Approvals.
- (c) Each Party shall promptly notify the other in writing when it becomes aware of the conditions set forth in this Section 4.2 having been satisfied.
- (d) If one or more of the conditions precedent to the Closing contemplated by Sections 4.2.1 or 4.2.2 remain unsatisfied by the date that is eighteen (18) months after Ameren Missouri obtains MoPSC approval for the Project, unless the Parties mutually agree in writing to extend such period of time, the Parties shall comply with Section 4.3.2 with respect to such unsatisfied conditions precedent.

4.3. Further Assurances and Approvals.

4.3.1. Approvals and Consents. The Parties covenant and agree to fully support this Agreement, use commercially reasonable efforts to make this Agreement fully effective, and to otherwise take no action that would interfere with the intended purpose of this Agreement. Ameren Missouri and MJMEUC shall cooperate and use all commercially reasonable efforts promptly to prepare and file all

PUBLIC

necessary documentation to effect and obtain (and will cooperate with each other in obtaining) all Permits, Regulatory Approvals and all Lender Approvals in connection with the Project and the consummation of the transactions contemplated in this Agreement. Ameren Missouri shall have the right to review and approve in advance all characterizations of the information relating to Ameren Missouri or its Affiliates, on the one hand, and MJMEUC shall have the right to review and approve in advance all characterizations of the information relating to MJMEUC, its Members or any Affiliate, on the other hand, that appear in any filing made in connection with the Project or the consummation of the transactions contemplated in this Agreement, such approvals not to be unreasonably withheld. MJMEUC and Ameren Missouri shall consult with the other with respect to the obtaining of all Permits, Regulatory Approvals and all Lender Approvals and shall keep each other informed of the status thereof. In furtherance and not in limitation of the foregoing sentence, from time to time, upon reasonable request, each Party shall provide the other Party with (i) a list (in form and detail reasonably satisfactory to the other Party) describing any Lender Approvals that may be required in connection with this Agreement and (ii) copies of any Lender Approvals received.

- (a) Subject to the requirements of Section 4.3.2, Ameren Missouri shall use commercially reasonable efforts to support MJMEUC's efforts to develop, obtain Regulatory Approval of, and collect its revenue requirement for the MJMEUC Ownership Interest in the Project.
- (b) Subject to the requirements of Section 4.3.2, MJMEUC shall use commercially reasonable efforts to secure the Regulatory Approvals to be obtained from MISO and FERC to recover its costs under a formula rate developed using a template or general methodology acceptable to Ameren Missouri, acting reasonably.
- (c) The Parties acknowledge (i) that Ameren Missouri will be responsible for and seek recovery in Ameren Missouri's rates of Ameren Missouri's FERC jurisdictional revenue requirement, calculated in accordance with Ameren Missouri's FERC-approved formula rate, and (ii) MJMEUC will be responsible for and seek recovery of MJMEUC's revenue requirement for the MJMEUC Ownership Interest, including the costs and expenses of the MJMEUC Ownership Interest as billed to MJMEUC by Ameren Missouri under this Agreement, calculated in accordance with MJMEUC's FERC-approved formula rate. For avoidance of doubt, MJMEUC shall bear all financial risks associated with obtaining recovery of the revenue requirement associated with its Ownership Interest. Furthermore, in no event shall MJMEUC's revenue requirement for this Project exceed what would have been Ameren Missouri's revenue requirement for this Project had it owned a full undivided interest in the same (i.e., 100% of the Project). Each Party shall bear its own costs and expenses in connection with recovery of their respective revenue requirements for the Project.
- (d) To the extent that either Party's costs or expenses included in its revenue requirement are disallowed in a final, non-appealable order by the MoPSC or FERC on the basis that such costs and expenses are properly attributable to the other Party's Ownership Interest, such other Party shall be obligated to reimburse the affected Party for any such costs and expenses within ninety (90) days of demand by the affected Party. If, at any time, a Party becomes aware that the MoPSC or FERC is considering such disallowance, or a third party participating in a proceeding has asserted

that there should be such a disallowance, such Party shall promptly notify the other Party in order to permit such other Party to intervene or otherwise participate in the proceeding.

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

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

4.4.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

4.5.

[REDACTED]

4.6. No Lien on Other Party's Ownership Interest. Neither MJMEUC nor (from and after the Closing) Ameren Missouri shall pledge, grant, create or suffer any claim, encumbrance, lien or security interest on any portion of the other Party's Ownership Interest.

4.7. Use of Project. The Project shall only be used for the mutual benefit and enjoyment of the Parties as contemplated by this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that each shall be entitled to seek (a) injunctive relief to prevent conduct which violates the foregoing sentence and (b) specific performance to enforce the foregoing sentence.

5. OPERATOR.

5.1. Appointment. Effective upon the Closing and subject to the provisions of Section 5.5 hereof, MJMEUC hereby irrevocably appoints Ameren Missouri to exclusively Construct and Operate the Project on behalf of MJMEUC. Ameren Missouri hereby accepts such appointment and in such capacity shall herein be referred to as the "Operator".

5.2. Authority and Responsibility. From and after the Closing, except as provided in Section 5.5, the Operator shall have sole authority and responsibility for the Construction and Operation of the Project and shall take all actions necessary or advisable in discharging such responsibility in accordance with the applicable provisions of this Agreement. In respect thereof, from and after the Closing and subject to the applicable provisions of this Agreement, the Operator is authorized, in the name and on behalf of the other Party, to take all reasonable actions which, in the discretion and judgment of the Operator, are deemed necessary or advisable to effect the Construction and Operation of the Project, including the following:

5.2.1. The negotiation and entering into of such agreements and modifications of existing agreements, other than this Agreement, and the taking of such other action as the Operator deems necessary or appropriate, or as may be required under the regulations or directives of any Governmental Authority having jurisdiction, with respect to the Construction and Operation of the Project, whether before or after completion, which such agreements and modifications shall, together with all such existing agreements, be held by the Operator for itself and for the other Party;

5.2.2. The negotiation and entering into of such agreements and modifications of existing agreements, other than this Agreement, and the taking of such other action as the Operator deems necessary or appropriate, or as may be required under the regulations or directives of any Governmental Authority having jurisdiction, with respect to the retirement, decommissioning, abandonment and disposal (including retirement and salvaging) of all or any part of the Project whether before or after completion, which such agreements and modifications, together with such existing agreements, if any, shall be held by the Operator for itself and for the other Party;

5.2.3. The execution and filing, with any Governmental Authority having jurisdiction, of applications, amendments, reports and other documents and filings in or in connection with any licensing and any other regulatory matters with respect to the Project;

5.2.4. The receipt on its own behalf and on behalf of the other Party of any notice or other communication from any Governmental Authority having jurisdiction as to any Requirement of Law with respect to the Project; and

5.2.5. The right, on its own behalf and on behalf of the other Party, to provide, or contract with any of its Affiliates to purchase or provide, at cost, any equipment or facilities or to perform, or contract with any of its Affiliates to perform, services, at cost, in connection with the Project.

5.3. Assignability. The Operator, on its own behalf and for the other Party, agrees that all such agreements described in Section 5.2 (other than agreements with Affiliates of the Operator) shall be made assignable by the Operator to the other Party as future Operator. The Operator agrees to use its commercially reasonable efforts and to cooperate fully with the other Party as replacement or successor Operator to effect the assignment of all agreements described in Section 5.2 (other than agreements with Affiliates of the Operator) and otherwise to secure for such replacement or successor Operator the benefits of any other agreements described in Section 5.2 (other than agreements with Affiliates of the Operator).

5.4. Standards of Conduct.

5.4.1. Standards of Conduct of Owners in General. Each Party shall perform all of its obligations under this Agreement in accordance with Requirements of Law and Good Utility Practice. The Parties acknowledge and agree that Ameren Missouri, to the extent applicable, will act in accordance with FERC's Standard of Conduct for Transmission Providers.

5.4.2. Standards of Conduct of Operator. As the sole standards against which the conduct of the Operator shall be measured:

- (a) The Operator shall discharge its responsibilities in accordance with Requirements of Law and Good Utility Practice.
- (b) Notwithstanding any other provisions of this Agreement, including Section 5.4.2(a) hereof, and without regard to whether Operator's conduct falls within the standards of permissible conduct specified in such Section 5.4.2(a), Operator shall Construct and Operate the Project consistently and without Discrimination among all Transmission Facilities that it constructs, operates or maintains, including any Transmission Facilities owned by it, or in which it has a material ownership interest. In addition, with respect to costs that are to be allocated to the Project and to one or more other Transmission Facilities, Operator shall only allocate to the Project, equitably and in accordance with Good Utility Practice, costs incurred by Operator in the performance of its obligations under this Agreement. The term "Discriminate" means the failure of Operator to provide services in a manner that treats alike each of the Project and the other Transmission Facilities it operates or maintains under substantially similar conditions, and which dissimilar treatment (a) either (i) has a material adverse effect on the other Party or (ii) is not otherwise justified as acting in accordance with Good Utility Practices, and (b) is evidenced by a particular practice or pattern of behavior of Operator that is intended to and actually does discriminate against the other Party or the Project. The term "Discrimination" has a correlative meaning. Discrimination does not include any incidental assistance by Operator that it has no contractual obligation to provide. For purposes of this Section 5.4.2(b), a material adverse effect on the other Party means a material adverse effect on, or a material increase in the costs of, any of (A) the operation and maintenance of the Project for the benefit of the other Party, (B) the ownership by the other Party of the other Party's Ownership Interest, or (C) the business, operations or financial condition of the other Party.

5.5. [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

5.6. Management and Operating Audits. The other Party shall have the right to conduct management and operating audits, at its own cost and expense during normal working hours, of the Operator's performance hereunder to confirm compliance with this Agreement, either by the other Party's own officers and employees or through its Representatives. The other Party shall provide the Operator with no less than thirty (30) days written notice prior to each such audit, and, absent an Event of Default by the Operator that is continuing, shall not be permitted to conduct more than one such audit during any twelve (12) month period. The Operator shall reasonably cooperate with the other Party in the conducting of any such audit and in connection therewith shall give the other Party reasonable access to all contracts, records, and other documents to the extent directly relating to the Project; provided, however, that prior to providing any such access or any other information contemplated hereunder to the other Party, the Operator reserves the right to redact any (i) information unrelated to the Project or (ii) confidential or proprietary information of or related to any third parties in the Operator's possession but not obtained in connection with its activities as Operator, to the extent that the Operator is not permitted to disclose such information to the other Party pursuant to confidentiality obligations the Operator owes to such third parties. Upon at least ten (10) Business Days prior written notice, the other Party shall also have the reasonable right of access for a Representative to be present at the Project site with a Representative of the Operator during normal working hours to observe the performance of the Operator hereunder, provided that such Representative shall be subject to, and required to conduct himself in accordance with the directives of the Operator to the end that his activities shall not interfere with the Operator's operations, including the performance of its obligations hereunder. Any of MJMEUC's rights under this Section 5.6 shall be effective on and after the Closing and are subject to the applicable Requirements of Law and the other requirements of this Agreement, including Sections 5.7.2 and 16.1.

5.7. Information. The Operator shall make all reasonable efforts to inform promptly the other Party as to planning for and progress of construction, acquisition and completion of the Project. The other Party may request, and the Operator shall provide, additional information or reports concerning the Project or this Agreement in the Operator's possession or control as may be reasonably required by the other Party.

5.7.1. Reserved.

5.7.2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

[REDACTED]

5.8. MISO Control. Notwithstanding any other provision of this Section 5:

5.8.1. MISO or such other regional transmission organization authorized by FERC shall maintain functional control of the Project; and

5.8.2. MJMEUC and Ameren Missouri agree that transmission service utilizing the Project assets shall be governed by the MISO OATT.

6. PROJECT COMMITTEE.

6.1. General. The Parties shall promptly establish a joint ownership committee (the “Project Committee”) comprising four individuals (two representatives from each of MJMEUC and Ameren Missouri), through which the Parties will, upon reasonable request of the other, hold meetings to share information and views regarding construction progress, operations and maintenance, and related costs both before and after the Closing. The Party requesting a meeting of the Project Committee shall provide the other Party with no less than ten (10) Business Days’ prior notice of the agenda items to be discussed at such meeting. Any Project Committee meeting may be held by means of conference telephone or similar means of communication by which all persons participating in the meeting can simultaneously hear each other.

6.1.1. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

6.2. [REDACTED]

7. COST RECOVERY FOLLOWING CLOSING.

7.1.

[REDACTED]

7.2.

[REDACTED]

[REDACTED]

8. BILLING AND PAYMENT.

8.1. Capital Cost Invoice. At least fifteen (15) days prior to Closing, Ameren Missouri will invoice MJMEUC for MJMEUC's Participation Percentage for each Capital Cost work order prior to placing the Project, or a portion thereof, in service. The amount of such invoice shall be based upon the final estimated costs of the Project, or portion thereof, to be placed in service at or after Closing. In addition, Ameren Missouri will send a true-up invoice to MJMEUC upon completion of Capital Cost work order closeout expected to be within six (6) months of placing the Project, or portion thereof, in service.

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

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

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

8.5. Disputes. In the event of a billing dispute between the Parties, MJMEUC shall: (i) continue to make all payments not in dispute; and (ii) pay to Ameren Missouri or into an independent escrow account (established at MJMEUC's expense) the portion of the invoice in dispute, pending resolution of such dispute. If MJMEUC fails to meet either of these two requirements by the payment due date under Section 8.3, then Ameren Missouri may provide a Payment Default Notice to MJMEUC pursuant to Section 12.1. Within thirty (30) days after the resolution of the dispute, MJMEUC shall pay, or Ameren Missouri shall refund, as applicable, the amount due with Interest.

9. TAXES AND INSURANCE.

9.1. Taxes. To the extent possible, each of the Parties shall separately report, file returns with respect to, be responsible for and pay all ad valorem property, franchise, business, or other taxes or fees, except payroll and sales or use taxes, arising out of its Ownership Interest; provided, however, that to the extent that any taxes or fees relating to the Project (without exception for payroll and sales or use taxes) may be levied on or assessed against the Project, its operation, or the Parties in such a manner so as to make impossible the carrying out of the foregoing provisions of this Section 9, or upon mutual agreement, such taxes or fees shall be considered a Capital Cost or Operating Cost, as applicable, and billed and paid in accordance with Section 7 and 8. Notwithstanding the immediately preceding sentence, in no event shall any taxes or fees be considered a Capital Cost or Operating Cost unless such taxes or fees actually are or will be incurred. Each Party shall be responsible for any ad valorem taxes on its Ownership Interest.

9.2. Insurance During Construction. At all times during the construction of the Project, Ameren Missouri, or its contractor, shall carry a builder's risk insurance policy of the "all risks" type in an amount and including such risks as are consistent with Good Utility Practice. Such policy shall be in the name of Ameren Missouri, with MJMEUC named as an additional insured after Closing; provided, however, that if Ameren Missouri's contractor carries such policy it shall be in the name of such contractor with Ameren Missouri and MJMEUC (after Closing) to each be named as additional insureds. The limits and deductibles of such policy will be agreeable to both Parties. Each Party will be responsible for the premium of such policy in accordance with its Participation Percentage and in the event of a loss during construction; each Party will be responsible for the deductible in accordance with its Participation Percentage. The "First Named Insured" on the builder's risk insurance policy shall promptly provide copies of such insurance policy to any additional insured. Each Party shall be responsible for any additional or other insurance at its own cost and expense which it deems necessary or advisable to protect its Ownership Interest or otherwise, provided that such additional insurance does not reduce or diminish in any way the coverage of the insurance procured and maintained pursuant to this Section. Ameren Missouri shall also reasonably satisfy itself that any third party contractors, subcontractors, engineers, and equipment suppliers or manufacturers with respect to the Project have adequate insurance for workmen's compensation, general liability, and other hazards as Ameren Missouri shall deem appropriate with respect to the Project.

9.3. Property Insurance During Operation. Commencing as of the in-service date and thereafter while operating the Project, Ameren Missouri, as Operator, shall carry property insurance ("Property Insurance") for the Project, with MJMEUC named as a loss payee after Closing, of the "all risks" type in

an amount and including such risks as are consistent with Ameren Missouri's customary practices and in accordance with Good Utility Practice. Notwithstanding the foregoing, MJMEUC acknowledges that it is not Ameren Missouri's customary practice, nor is it required in accordance with Good Utility Practice, to maintain Property Insurance for lines, towers and similar assets or to maintain machinery breakdown insurance for the Project due to the Project's size. Each Party shall be liable and pay when due its Participation Percentage of any premium, deductibles, self-insured retentions or other costs with respect to any Property Insurance. Ameren Missouri shall promptly provide MJMEUC with an evidence of insurance listing MJMEUC as a loss payee. MJMEUC may also purchase additional or other insurance, at its own cost and expense which it deems necessary or advisable to protect its interest in the Project provided that such additional insurance does not reduce or diminish in any way the coverage of the insurance procured and maintained by Ameren Missouri or its financial obligation to Ameren Missouri for that coverage.

9.4. Liability Insurance During Operation. Each Party shall obtain and maintain in full force and effect commencing on the in-service date and thereafter while operating the Project (a) general liability insurance with a total limit of at least \$2 million per occurrence; provided, however, that MJMEUC may self-insure up to a limit of \$200,000 per occurrence) and (b) excess liability insurance with a total limit of at least \$10 million per occurrence. In accordance with Section 13.1, with regards to Claims, the Parties shall share the costs of any such Claim in proportion to their respective Participation Percentages and each Party's liability insurance carriers shall share the costs of any such Claim in proportion to such Party's respective Participation Percentage.

9.5. Automobile Liability and Workers Compensation Insurance During Operation. Ameren Missouri, as Operator, shall obtain and maintain in full force and effect commencing on the in-service date and thereafter while operating the Project (a) automobile liability insurance with a combined single limit per accident of at least \$1 million and (b) workers compensation insurance as required by the statutory benefit laws of the State of Missouri.

9.6. After Closing, Ameren Missouri, as Operator, shall cause its insurers to name MJMEUC as additional insured with respect to the policies listed in Section 9.5 (other than any workers compensation insurance). Each Party shall require its insurers of such policies listed in Sections 9.4 and 9.5 to waive all rights of recovery against the other Party and its Related Parties with respect thereto.

10. DAMAGE, DESTRUCTION, CONDEMNATION AND DECOMMISSIONING.

10.1. Casualty Losses.

10.1.1. Fully Insured Casualty Losses. In the event the Project or any portion thereof should be damaged or destroyed after Closing and the cost of repairs or reconstruction is estimated to be covered by the insurance coverage procured and maintained by Operator in excess of any deductible, then, unless MJMEUC and Ameren Missouri mutually agree not to repair or reconstruct the Project, Operator shall cause such repairs or reconstruction to be made so that the Project shall be restored to substantially the same general condition, character and use as existed immediately prior to such damage or destruction, and each Party shall pay when due its Participation Percentage of any deductibles or other costs of any insurance coverage under this Section.

10.1.2. Partially Insured Casualty Losses. In the event the Project or any portion thereof should be damaged or destroyed after Closing and the cost of repairs or reconstruction is estimated to be more than any available insurance proceeds (after subtracting the amount of any deductible from such proceeds) of any insurance coverage procured and maintained by the Operator, then, if the Parties mutually agree to repair or reconstruct the Project, Operator shall cause such repairs or reconstruction to be made so that the Project shall be restored to substantially the same general condition, character and use as existed

immediately prior to such damage or destruction and the costs of such repairs or reconstruction in excess of any available insurance proceeds shall be a Capital Cost and each Party shall pay when due its Participation Percentage of any deductibles or other costs of any insurance coverage under this Section. In the absence of such determination, Operator shall not cause such repairs or reconstruction to be made unless one of the Parties desire to repair or reconstruct the Project. In such case, and subject to the receipt of all requisite Regulatory Approvals, the Party that does not agree to the repair or reconstruction shall sell its Ownership Interest to the other Party and such other Party shall purchase such Ownership Interest for an amount equal to the greater of (a) (i) the Net PP&E for any undamaged portion of the Project plus the salvage value for any damaged portion of the Project multiplied by the selling Party's Participation Percentage or (b) One Dollar (\$1.00). The selling Party shall sell its Ownership Interest free and clear of any liens, claims or encumbrances.

10.1.3. Insurance Proceeds. In the event that the Project or any portion thereof should be damaged or destroyed after Closing and the Parties have determined not to repair or reconstruct the Project in accordance with subsections 10.1.1 or 10.1.2, as applicable, then MJMEUC's Participation Percentage of any proceeds obtained from any insurance coverage procured and maintained by Operator with respect to such damage or destruction shall be paid to MJMEUC or as MJMEUC shall otherwise direct from time to time.

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

10.3. Governmental Approvals. The Parties' obligations under this Section 10 (Damage, Destruction, Condemnation and Decommissioning) are subject to receipt of all requisite approvals of FERC and any other Governmental Authority having jurisdiction.

10.4. Decommissioning. All costs associated with the retirement, decommissioning, abandonment or final disposition of the Project, including the dismantling, demolishing and removal of equipment, facilities and structures, security, maintenance and disposing of debris, and all salvage value or proceeds from the sale of any materials removed from the Project upon retirement, decommission, abandonment or final disposition, shall be shared by the Parties in proportion to their respective percentage Participation Percentage. Each Party's share for such costs, minus appropriate credits, if any, as they are expected to be incurred, shall be determined by the Operator, in accordance with Section 7.1, invoiced by Operator, and paid as provided in Section 8.3. If any such salvage credits or sale proceeds exceed retirement, decommission, abandonment and final disposition costs, the difference shall be shared by the Parties in proportion to their respective Participation Percentages.

10.5. Failure to Construct. In the event that Ameren Missouri is unable to Construct the Project or commences Construction but is unable to complete the Project, Ameren Missouri shall file for abandonment of the Project and use commercially reasonable efforts to obtain from FERC approval to recover all costs incurred in the Construction of the Project as of the date Ameren Missouri notifies MJMEUC it has elected not to proceed with the Construction of the Project. In the event Ameren Missouri

is unable to obtain approval to recover all costs incurred in the Construction of the Project, the amount of any costs not approved for recovery shall be allocated among the Parties based upon each Party's Participation Percentage.

11. FORCE MAJEURE.

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

11.2. 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 prevented by an event of Force Majeure shall make all reasonable efforts to cure the Force Majeure event and to perform its obligations under this Agreement.

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

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

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

12. DEFAULT AND REMEDIES.

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

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

12.1.2. An Operator Failure is continuing beyond any applicable cure period, and the other Party is not able to exercise the remedy to remove and replace the Operator, as provided in Section 5.5, and the other Party has given written notice thereof to the Operator;

12.1.3. The Operator fails to comply with Section 5.4.2(a) of this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof from the other Party; provided, however, that if the nature of the failure to cure a default under this subsection is such that, although curable, it cannot with Due Diligence and in accordance with Requirements of Law be cured within said thirty (30) day period, and the Operator shall have diligently prosecuted the cure of such failure within said thirty (30) days and thereafter diligently prosecutes such cure until the failure is remedied, the time for cure of the default shall be extended by such period of time as is reasonably necessary to cure such Event of Default, and at the end of such applicable period the other Party provides notice to the Operator;

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

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

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

13. THIRD PARTY INDEMNITY AND LIMITATION ON DAMAGES.

13.1. Liability to Third Person(s). Notwithstanding any provision to the contrary in this Agreement (except Section 5.7.2 (NERC Compliance)), any liability or any payments, losses, damages, judgments, costs or expenses, including reasonable attorney's fees, arising from a claim (collectively, "Claims") (after application thereto of any insurance coverage or proceeds) to any third parties against one or both of the Parties and arising, after the Closing, from Construction or Operation, or from any other action or failure to act by Operator (or its Related Parties) in carrying out any of the provisions of this Agreement in regards to the Project or any part thereof, shall be shared by the Parties in proportion to their respective Participation Percentages, in all circumstances except where such liability or claim of liability is the result of the gross negligence or willful misconduct on the part of Operator. If, by reason of any such liability or claim of liability to any third parties (after application thereto of any insurance coverage or proceeds), either Party shall be called upon to make any payment or to incur any cost, expense or obligation in excess of that for which it is responsible under the provisions of this Section 13.1, then the other Party shall reimburse the Party making such excess payment or incurring any such excess cost, expense or obligation to the full extent of the excess.

13.2. Mutual Indemnity. 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”) made by third parties against an Indemnified Party to the extent caused by or resulting from the negligence, gross negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement.

13.3. Notice and Opportunity to Participate in Defense. A Party shall promptly notify the other Party of its assertion of any Claims for which the Parties are to share costs under Section 13.1 or for any Claims against such Party that are potentially indemnifiable by such Party under Section 13.2. The claiming Party shall give the other Party an opportunity to defend such Claims and shall not settle such Claims without the approval of the other Party, which approval shall not be unreasonably denied.

13.4. Limitation on Damages. Notwithstanding anything to the contrary in this Agreement, the Parties waive all Claims against each other (and against each other’s Related Parties) for any punitive, consequential, incidental, indirect, special, or exemplary damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of operation; cost of replacement power; interest charges; cost of capital; or claims of its customers to which service is made), and regardless of whether any such Claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory; provided, however, that the limitations in this Section 13.4 shall not affect or limit any obligation of a Party to make any payment or reimbursement to the other Party in accordance with this Agreement, nor shall the limitations in this Section 13.4 be construed as a limitation on liability for death, bodily injury, or third party claims.

14. ASSIGNMENT.

14.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns, including any Person to whom an Ownership Interest is Transferred. Notwithstanding anything to the contrary contained herein, no Party shall Transfer all or any part of its Ownership Interest, including any interest as a tenant-in-common in any easements or other assets of the Project, separate or apart from such Party’s rights and obligations under this Agreement, but must always make any such Transfer subject to this Agreement.

14.2. Ameren Missouri Assignment. Ameren Missouri shall not assign all or any part of its rights under this Agreement or all or any part of its Ownership Interest to another party except with the prior written consent of MJMEUC, which consent shall not be unreasonably withheld, conditioned, or delayed. MJMEUC’s prior written consent is hereby given for Ameren Missouri to assign its Ownership Interest and any of its rights under this Agreement: (i) to any of its Affiliates or any entity or person in connection with a merger, consolidation, reorganization or other change in organizational structure, on the condition that upon assignment such Affiliate or other person or entity assumes Ameren Missouri’s rights and obligations under this Agreement; (ii) to the Ameren Missouri Lenders as an assignment for security purposes as contemplated in Section 14.6; or (iii) in connection with a sale of all or substantially all of Ameren Missouri’s assets to a third party, on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming Ameren Missouri’s rights and obligations under this Agreement. Ameren Missouri shall promptly provide MJMEUC with written notice of any such assignment made in accordance with the immediately preceding sentence.

14.3. MJMEUC Assignment. MJMEUC shall not assign all or any part of its rights under this Agreement or all or any part of its Ownership Interest to another party except with the prior written consent of Ameren Missouri, which consent shall not be unreasonably withheld, conditioned, or delayed. Ameren

Missouri's prior written consent is hereby given for MJMEUC to assign its Ownership Interest and any of its rights under this Agreement (i) to any of its Affiliates, on the condition that upon assignment such Affiliate assumes MJMEUC's rights and obligations under this Agreement; (ii) to the MJMEUC Lenders as an assignment for security purposes as contemplated in Section 14.6; or (iii) in connection with a sale of substantially all of its assets on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming MJMEUC's rights and obligations under this Agreement.

14.4. [REDACTED]

14.5. Upstream Changes in Control. The provisions of Section 14 shall be subject to the following additional conditions: (a) no disposition of assets, upstream changes in control, or assignment to an Affiliate shall be effective to circumvent a Party's rights under this Agreement and no assignment otherwise permitted hereunder shall be made to any Person that does not have (i) the financial capability and operational expertise equal or greater than the assigning Party and (ii) all rights and interests necessary to perform the assigning Party's obligations hereunder; and (b) no Party, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, shall directly or indirectly assign, share or grant rights or interests in, any rights under this Agreement to any third parties, or enter into any partnership, joint venture or other arrangement with any third party to share with, or confer benefits of this Agreement with or to any third party.

14.6. Rights of Lenders. Notwithstanding any other provision of this Agreement, each Party shall have the right at any time and from time to time, in each case without the consent or further act by the other Party and without complying with Section 14.4, to mortgage, pledge, create or provide for a security interest in or convey in trust all or any part of its Ownership Interest, together with its related interests in this Agreement, to one or more trustees, mortgagees or secured parties (together with any successors or assigns thereof, each, a "Secured Person") under indentures, deeds of trust, deeds to secure debt, mortgages, security agreements or other instruments or agreements as security for present or future bonds, notes or other indebtedness or obligations of such Party. Thereafter and subject to the provisions of this Section 14.6, a Secured Person or any receiver, referee or trustee in bankruptcy or reorganization of a Party, and

any purchaser, transferee or assignee of any of them, in each case without the consent or further act by the other Party but expressly subject to compliance with Section 14.4, may succeed to and acquire all of the rights, titles and interest of a Party (the “Foreclosed Party”) in and to its Ownership Interest and this Agreement, through foreclosure or transfer in lieu of foreclosure upon or otherwise exercise its remedies with respect to such rights, titles and interests of the Foreclosed Party in its Ownership Interest and this Agreement. Notwithstanding anything contained herein to the contrary, no such Transfer of a Party’s rights, titles and interests of its Ownership Interest and this Agreement shall be effective unless such successor by Transfer pursuant to this Section 14.6 shall (i) assume and agree in writing to fully perform and discharge all of the obligations of the Foreclosed Party under this Agreement, including performing and discharging all defaulted obligations of the Foreclosed Party arising under this Agreement prior to such succession, such assumption and agreement to be evidenced by such successor executing and delivering to the other Party a joinder agreement in the form and substance reasonably satisfactory to the successor by Transfer and the non-Foreclosed Party, (ii) receive the benefit of all rights, privileges and obligations attributable to the Ownership Interest and this Agreement so Transferred, (iii) notify the other Party within ten (10) days after any such Transfer and furnish such Party evidence of such Transfer and evidence that all required authorizations and approvals of Governmental Authorities have been obtained to effect such Transfer, and (iv) in the case of Ameren Missouri as the Foreclosed Party, have the requisite prior experience in constructing and operating transmission facilities to properly perform all of the obligations as “Operator” under Section 5.

15. DISPUTE RESOLUTION.

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

15.2. Technical Dispute Arbitration. The following disputes shall be subject to and finally settled by arbitration in accordance with this Section 15.2: (a) any dispute regarding any Major Decision that the Parties are unable to resolve amicably, and (b) any other matter that the Parties mutually agree to refer to technical dispute arbitration under this Section 15.2.

15.2.1. Arbitration Panel. Three Technical Experts shall be appointed to conduct the arbitration (the “Arbitration Panel”). Within five Business Days after the referral of a dispute to arbitration in accordance with Section 15.2, Ameren Missouri and MJMEUC shall each appoint one Technical Expert, to be designated by such Party by written notice to the other Party within five Business Days after both Technical Experts have been appointed by the respective Parties, the two Technical Experts so appointed shall appoint the third Technical Expert. If the Technical Experts selected by the Parties are unable or fail to agree upon the third Technical Expert, the third Technical Expert shall be selected by lot from the names of two Technical Experts submitted by each Party. If either Party fails to name its Technical Expert and provide written notice to the other Party of such name within ten Business Days, such Party’s Technical Expert shall be a person designated by the Dispute Resolution Service of FERC.

15.2.2. Dispute Notice. A Party believing that an arbitrable dispute under Section 15.2 exists shall give the other Party written notice that such a dispute exists (“Dispute Notice”). Such Dispute Notice shall (i) specify that it is notice given pursuant to this Section 15.2.2, (ii) detail the facts alleged to give rise to such dispute, and (iii) contain a short and plain statement of its claim for relief sought to resolve the dispute. Such Dispute Notice shall be signed by at least one of such Party’s authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Party designated pursuant to Section 16.4 hereof. Within ten (10) days after such Dispute Notice is received by a Party, such Party shall respond in writing to the Party giving the notice (a) confirming or denying the facts alleged to give rise to such dispute, and (b) containing a short

and plain statement of its counter-claim for relief sought to resolve such dispute. Such response shall be signed by at least one of such Party's authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Party designated pursuant to Section 16.4 hereof. The Arbitration Panel shall then have ten (10) days to issue a decision to resolve the dispute ("Arbitral Award"), unless the Parties mutually agree in writing to a longer period.

15.2.3. Costs and Expenses. Each Party shall bear all costs and expenses related to their chosen Technical Expert, and an equal share of: (a) all costs and expenses related to the third Technical Expert; and (b) mutually shared expenses, such as the provision of a venue for the hearing before the Arbitration Panel.

15.2.4. Confidentiality. Except as may be required by Requirements of Law, neither a Party nor a Technical Expert may disclose the existence, contents, notices, awards, documents or results of any arbitration under this Agreement without the prior written consent of both Parties.

15.2.5. Arbitral Award. The Arbitral Award shall be in writing and accompanied by a brief statement of the reasons upon which the award is based. The Arbitral Award shall be in such form that it may be entered for judgment in any court having jurisdiction. The Arbitral Award shall be final and binding on the Parties, with no rights of appeal, and any award made in favor of any Party shall be enforceable.

15.3. Other Disputes. Except with respect to any dispute covered by Section 15.2, any dispute that the Parties are unable to resolve amicably, that arises out of or relates to this Agreement, including any question regarding its existence, validity or construction, shall be submitted to any state or federal court located within the State of Missouri.

16. MISCELLANEOUS.

16.1. Confidentiality. All information not available to the public and supplied under this Agreement and marked or otherwise designated by the Party disclosing the information as confidential, regardless of the form of the information, or the method by which the information is transmitted, shall be considered confidential and proprietary information ("Confidential Information"). The Party receiving the Confidential Information shall treat as confidential all Confidential Information and shall not at any time disclose any of the Confidential Information to any other person, except as specified in this Section 16.1, without the prior written consent of the Discloser. Confidential Information shall not be used for any reason or purpose other than for the purposes of this Agreement. The Recipient may disclose the Confidential Information only: (i) to those of its Affiliates and Representatives who have a need to know the information for the purposes of carrying out the Recipient's obligations under this Agreement, and are informed and agree to be bound by the terms of this Section 16.1; or (ii) as compelled by law or judicial or regulatory process.

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

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

PUBLIC

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

If to MJMEUC:

Missouri Joint Municipal Electric Utility Commission
Attn: President, CEO and General Manager
1808 I-70 Drive Southwest
Columbia, MO 65203
E-mail: contractnotices@mpua.org

With a Copy To:

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

If to Ameren:

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

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

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

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

PUBLIC

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

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

16.7. Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby, including in connection with the Closing.

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

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

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

16.11. Reserved.

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

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

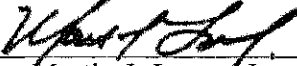
16.14. Counterparts. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange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

[SIGNATURE PAGE FOLLOWS]

PUBLIC

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

UNION ELECTRIC COMPANY, d/b/a Ameren Missouri

By: 
Name: Martin J. Lyons, Jr.
Its: _____

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

By: 
Name: John R. Twitty
Its: President & CEO

EXHIBIT 1.1.38

FORM OF JOINT DEFENSE AGREEMENT

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

WHEREAS, Ameren Missouri and MJMEUC are parties to that certain Joint Ownership Agreement dated _____, 2021 (as amended at any time, the “**JOA**”);

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

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

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

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

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

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

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

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

PUBLIC

Proceeding in person, by telephone or in any other form, including records or reports of any such communications. All such documents and information are included within the term “Defense Materials” hereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

Independent Work Product. Nothing in this Agreement shall limit the right of either Party to use or disclose any documents or information or work product independently obtained or generated by such

Party (i.e. they were not obtained or generated as part of the common defense efforts made pursuant to this Agreement), whether or not such documents, information or work product have been provided to the other Party pursuant to this Agreement. Moreover, one Party's sharing or exchange of its own privileged, confidential, or work product materials with the other Party to this Agreement on a confidential basis shall not require or preclude the other Party from later choosing to disclose or not disclose its own materials as it sees fit, including to the Court or an adverse party.

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

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

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

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

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

Intentionally omitted.

PUBLIC

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

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

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

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

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

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

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

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

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

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

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

PUBLIC

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

UNION ELECTRIC COMPANY, d/b/a Ameren Missouri

By: _____
Name: _____
Its: _____

[COUNSEL TO AMEREN]

By: _____
Name: _____
Its: _____

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

By: _____
Name: _____
Its: _____

[COUNSEL TO MJMEUC]

By: _____
Name: _____
Its: _____

EXHIBIT 1.1.42

MJMEUC MEMBERS

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

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

PUBLIC

EXHIBIT 2.1.4

MJMEUC CONSENTS

Full MJMEUC Board Review of Executive Committee Approval (no later than September 3, 2020)

EXHIBIT 2.2.4

AMEREN CONSENTS

Lenders

None.

Lender Approvals

None.

Regulatory Approvals

Inclusion in the final MISO 2020 Transmission Expansion Plan (MTEP20)

Missouri Public Service Commission Certificate of Convenience and Necessity and/or approval of joint ownership agreement / asset encumbrance or transfer pursuant to Section 393.190, RSMo

Other consents, approvals, filings or notices

Missouri Department of Transportation Highway crossing permit

State of Missouri Land Disturbance Permit (Substation)

State of Missouri Land Disturbance Permit (Transmission Line)

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

PUBLIC

EXHIBIT 4.4.4

PERMITTED ENCUMBRANCES

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

Schedule A
List of Assets Included in the Project
(Privileged**)**