

JOINT OWNERSHIP AGREEMENT BY AND BETWEEN
AMEREN TRANSMISSION COMPANY OF ILLINOIS
AND
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION
d/b/a MISSOURI ELECTRIC COMMISSION

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JOINT OWNERSHIP AGREEMENT

This Joint Ownership Agreement (this “Agreement”) is entered into as of the 10 day of November, 2023 (the “Execution Date”), by and between Ameren Transmission Company of Illinois, with offices at 1901 Chouteau Avenue, St. Louis, Missouri 63103 (“ATXI”), both in its capacity as a joint owner of the Project, as defined below, and as Operator of the Project pursuant to Section 5, and the Missouri Joint Municipal Electric Utility Commission, a Missouri joint action agency, d/b/a Missouri Electric Commission, with offices at 2200 Maguire Boulevard, Columbia, Missouri 65201 (“MEC”), collectively hereinafter referred to as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Midcontinent Independent System Operator (“MISO”) has issued a Request for Proposal (the “RFP”) for bidders to propose the Construction and Operation of: (i) a new 345 kV transmission line between a new substation to be constructed under a separate RFP (the “**Denny Substation**”) and the Zachary Substation, owned and operated by ATXI (“**345 kV Denny – Zachary Transmission Line**”); (ii) a new 345 kV conductor, insulators and hardware, to be installed on rebuilt, double circuit structures that will interconnect the Zachary Substation with the Thomas Hill Substation, owned and operated by AECI (“**345 kV Zachary-Thomas Hill Conductor**”); and (iii) a new, single circuit 345 kV transmission line interconnecting the Zachary Substation to the Maywood Substation, owned and operated by ATXI (“**345 kV Zachary-Maywood Transmission Line**”);

WHEREAS, ATXI intends to submit two proposals to MISO in response to the RFP to construct the 345 kV Denny – Zachary Transmission Line, the 345 kV Zachary-Thomas Hill Conductor, and the 345 kV Zachary-Maywood Transmission Line, which are collectively defined and referred to herein as the “**Project**”;

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 finance, invest and 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).

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

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

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

1.1.9. ATXI Transmission Facilities means collectively all Transmission Facilities owned by ATXI 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 Section 13.1.

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.

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.

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

1.1.21. Discrimination has the meaning set forth in Section 5.4.2(b)

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

1.1.23. 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.

1.1.24. Reserved.

1.1.25. Emergency Condition means any imminent or existing outage or other matter or condition occurring with respect to the Project for any reason, including as a result of Force Majeure, which, in the judgment of ATXI 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.

1.1.26. Reserved.

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

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

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

1.1.30. 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.

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

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

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

1.1.34. 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, MISO, NERC and FERC but excluding MEC and its Members.

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

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

1.1.37. Reserved.

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

1.1.42. Material Adverse Effect means, except as otherwise defined in Section 5.4.2.(b), 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.

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

1.1.44. Reserved.

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

1.1.47. MEC's Participation Percentage means forty-nine percent (49%) as such percentage may be decreased by mutual agreement of the Parties.

1.1.48. MEC Transmission Facilities means collectively all Transmission Facilities owned by MEC from time to time.

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

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

1.1.51. MISO Developers Agreement means the Selected Developer Agreement that is included as Appendix 1 to Attachment FF of the MISO OATT.

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

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

1.1.54. 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.

1.1.55. 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.

1.1.56. Net PP&E means the 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.

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

1.1.58. 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.

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

1.1.60. Operator Failure has the meaning set forth in Section 5.5.1.

1.1.61. Ownership Interest means the MEC Ownership Interest, the ATXI Ownership Interest or both, as the context requires.

1.1.62. Participation Percentage means either MEC's Participation Percentage or ATXI's Participation Percentage, as the context requires.

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

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

1.1.65. Payment Default has the meaning set forth in Section 12.1.1.

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

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

1.1.68. REDACTEDREDACTEDREDACTEDREDACTED

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

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

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

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

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

1.1.74. Reserved.

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

1.1.76. 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.

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

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

1.1.79. 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.

1.1.80. 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.

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

1.1.82. **REDACTEDREDACTEDREDACTED**

1.1.83. 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.

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

1.1.85. 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.

1.1.86. 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.

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.



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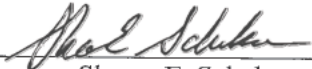
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IN WITNESS WHEREOF, the Parties have caused this Joint Ownership Agreement to be executed by their authorized representatives as of the Execution Date.

AMEREN TRANSMISSION COMPANY OF ILLINOIS

By: 
Name: Shawn E. Schukar
Title: President

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION
d/b/a MISSOURI ELECTRIC COMMISSION


By: 
Name: John Twitty
Its: President and CEO

EXHIBIT 1.1.38

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