NEW ISSUE
BOOK-ENTRY ONLY

RATING: Moody's: Aa3
See "RATING" herein

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Missouri Joint Municipal Electric Utility Commission, d/b/a Missouri Electric Commission ("MEC"), under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2023 Bonds is (1) excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, and (2) is exempt from income taxation by the State of Missouri. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement.

MPUA

$17,455,000
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION d/b/a MISSOURI ELECTRIC COMMISSION
POWER PROJECT REVENUE BONDS (CITY OF NIXA, MISSOURI SOLAR POWER PROJECT) SERIES 2023

Dated: Date of Delivery **Due: As shown on the inside cover page**

The Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023 (the "*Series 2023 Bonds*") offered hereby are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("*DTC*"), which initially will act as securities depository as described herein. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof. Semiannual interest on the Series 2023 Bonds is payable each May 1 and November 1, commencing May 1, 2024, as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2023 Bonds, payments of the principal of and interest on such bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants (see "THE SERIES 2023 BONDS – Book-Entry Only System" herein).

The Series 2023 Bonds will be issued by MEC to provide funds to (a) refinance the Costs of Acquisition and Construction of all of the assets, rights and properties related to an existing solar power electric generating facility located in the City of Nixa, Missouri (the "*Solar Project*") and dedicated to the City of Nixa, Missouri (the "*City*" or the "*Unit Power Purchaser*"), (b) fund a debt service reserve for the Series 2023 Bonds and (c) pay costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds and the interest thereon will be special, limited obligations of MEC, payable by MEC out of the Net Revenues (as defined herein) relating to the ownership and operation of the Solar Project (as defined herein) and certain other funds held under the Indenture referred to herein, and will be secured by a pledge and assignment of and a grant of a security interest in the Trust Estate (as defined herein) to the Trustee under the Indenture in favor of the owners of the Series 2023 Bonds.

The Series 2023 Bonds are subject to redemption prior to maturity as described herein.

The Series 2023 Bonds and interest thereon will not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and will not constitute a pledge of the faith and credit of the State of Missouri or of any political subdivision thereof, but will be payable solely from the funds provided for in the Indenture. The issuance of the Series 2023 Bonds will not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. MEC has no taxing power.

MATURITY SCHEDULE – See Inside Cover

The Series 2023 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to prior sale or withdrawal or modification of the offer without notice, and the approval of legality by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to MEC. Gilmore & Bell, P.C. will also pass on certain legal matters relating to this Official Statement. It is expected that the Series 2023 Bonds will be available for delivery in book-entry form through DTC in New York, New York on or about November 2, 2023.

Stephens Inc.

The date of this Official Statement is October 25, 2023.

$17,455,000

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION
d/b/a MISSOURI ELECTRIC COMMISSION
POWER PROJECT REVENUE BONDS
(CITY OF NIXA, MISSOURI SOLAR POWER PROJECT)
SERIES 2023

MATURITY SCHEDULE

Base CUSIP: 606092[**]

SERIAL BONDS

Maturity (May 1)	Principal Amount	Interest Rate	Yield	CUSIP[**]
2024	$ 270,000	5.00%	4.050%	MC5
2025	560,000	5.00	4.040	MD3
2026	590,000	5.00	4.040	ME1
2027	620,000	5.00	4.000	MF8
2028	650,000	5.00	4.000	MG6
2029	685,000	5.00	4.050	MH4
2030	715,000	5.00	4.120	MJ0
2031	755,000	5.00	4.180	MK7
2032	790,000	5.00	4.220	ML5
2033	830,000	5.00	4.240	MM3
2034	870,000	5.00	4.270[*]	MN1
2035	915,000	5.00	4.330[*]	MP6
2036	960,000	5.00	4.500[*]	MQ4
2037	1,010,000	5.00	4.660[*]	MR2
2038	1,060,000	5.00	4.790[*]	MS0

TERM BOND

Maturity (May 1)	Principal Amount	Interest Rate	Yield	CUSIP[**]
2043	$6,175,000	5.25%	5.000%[*]	MT8

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[*] Priced to the first optional redemption date of November 1, 2033.

[**] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("*CGS*") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers are provided for convenience of reference only. None of MEC, its agents, or counsel, or the Underwriter or its counsel, assumes responsibility for the accuracy of such numbers The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2023 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2023 Bonds.

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

2200 Maguire Boulevard
Columbia, Missouri 65201
(573) 445-3279

Officers

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Beverly Hicks, *Vice Chairperson*
Joe Hegendeffer, *Secretary/Treasurer*
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Ken Reasoner, *Chief Financial Performance Officer*

BOND COUNSEL

Gilmore & Bell, P.C.
St. Louis, Missouri

FINANCIAL ADVISOR

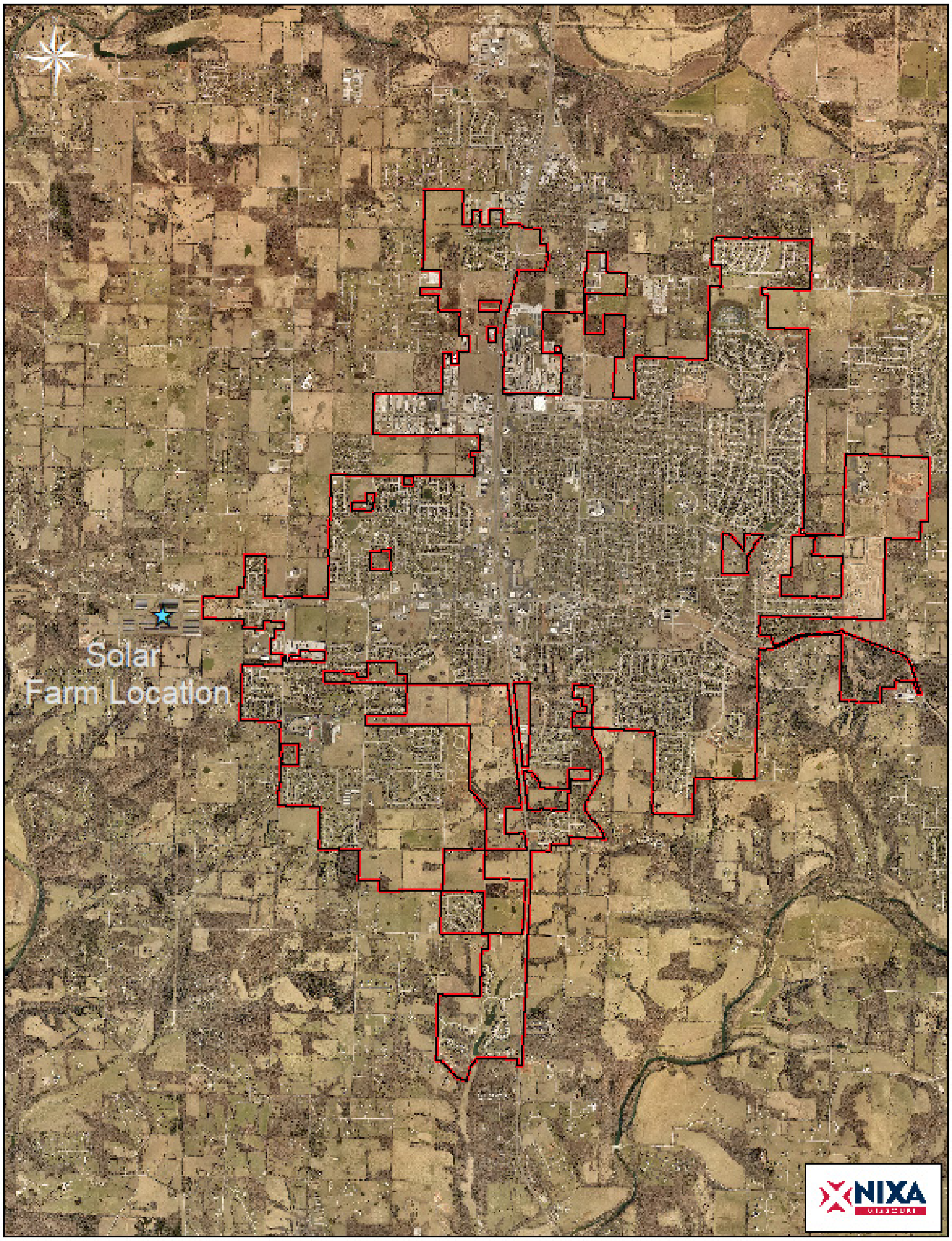
Ramirez & Co., Inc.
New York, New York

TRUSTEE, BOND REGISTRAR,
PAYING AGENT, AND ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Woodland Park, New Jersey

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

LOCATION OF UNIT POWER PURCHASER AND SOLAR PROJECT



No dealer, broker, salesman or any other person has been authorized by MEC to give any information or to make any representations, other than the information and representations contained herein, in connection with the offering of the Series 2023 Bonds, and if given or made, such other information or representations must not be relied upon as having been authorized by MEC. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Series 2023 Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2023 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts. This Official Statement is submitted in connection with the sale of the Series 2023 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been furnished by MEC, the Unit Power Purchaser and other sources which are believed to be reliable. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of MEC or the Unit Power Purchaser since the date hereof.

THE UNDERWRITER HAS ADVISED MEC THAT IN CONNECTION WITH THE OFFERING OF THE SERIES 2023 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2023 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

When used in this Official Statement, or incorporated by reference herein, and in any continuing disclosure made by MEC, the words or phrases “will likely result”, “are expected to”, “will continue”, “is anticipated”, “estimate”, “project”, “forecast”, “expect”, “plan”, “budget”, “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the Exchange Act, and Section 27A of the Securities Act. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Series 2023 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of MEC or any other party described in this Official Statement, since the date of this Official Statement.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

THE SERIES 2023 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXCEPTIONS CONTAINED IN SUCH ACTS. THE SERIES 2023 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS IN ANY STATE.

MEC and the Unit Power Purchaser each maintain a website and certain social media accounts. However, the information presented thereon is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2023 Bonds. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless explicitly specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the United States Securities and Exchange Commission.

TABLE OF CONTENTS

OFFICIAL STATEMENT

relating to

$17,455,000

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION
d/b/a MISSOURI ELECTRIC COMMISSION
POWER PROJECT REVENUE BONDS
(CITY OF NIXA, MISSOURI SOLAR POWER PROJECT)
SERIES 2023**

INTRODUCTION

The following introductory information is subject in all respects to more complete information contained elsewhere in this Official Statement. The order and placement of materials in this Official Statement, including the appendices hereto, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the cover page and appendices, should be considered in its entirety. The offering of the Series 2023 Bonds to potential investors is made only by means of the entire Official Statement.

General

This Official Statement, which includes the cover page and inside cover page hereof and the appendices attached hereto, provides certain information in connection with the issuance by the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission ("*MEC*") of its $17,455,000 Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023 (the "*Series 2023 Bonds*").

The Series 2023 Bonds are being issued by MEC to provide funds to (a) refinance the Costs of Acquisition and Construction of all of the assets, rights, and properties related to an existing solar power electric generating facility located in the City of Nixa, Missouri (the "*Solar Project*") and dedicated to the City of Nixa, Missouri (the *"City"* or the *"Unit Power Purchaser"*), (b) fund a debt service reserve for the Series 2023 Bonds, and (c) pay costs of issuance of the Series 2023 Bonds. See the captions "PLAN OF FINANCING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2023 Bonds will be issued pursuant to Section 27 of Article VI of the Missouri Constitution, as amended, and the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770, Revised Statutes of Missouri, as amended (the "*Act*"), and under and pursuant to a Trust Indenture dated as of November 1, 2023, entered into between MEC and The Bank of New York Mellon Trust Company, N.A., as Trustee (in such capacity, the "*Trustee*"), as amended and supplemented from time to time (collectively, the "*Indenture*").

As described under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS – Additional Bonds and Subordinated Bonds" herein, MEC may issue additional bonds under the Indenture on parity with the Series 2023 Bonds as to security and source of payment. The Series 2023 Bonds, together with all additional bonds issued under the Indenture on a parity therewith are referred to herein as the *"Bonds."*

MEC has previously issued bonds pursuant to four other separate trust indentures between it and the Trustee to finance its acquisition of undivided interests in certain other generating facilities. MEC may issue additional bonds or other obligations in the future pursuant to such trust indentures or pursuant to one or more other trust indentures or other financing documents in the future in connection with its acquisition of additional generating facilities and/or transmission facilities (or undivided interests therein). No such bonds or other obligations will be payable from the revenues to be derived by MEC from the Solar Project or the funds and accounts established pursuant to the Indenture, and the Bonds will not be payable from any revenues to be derived by MEC from any such other or additional generating facilities and/or transmission facilities or the funds and accounts established pursuant to any such other indenture or other financing documents.

Capitalized terms used but not otherwise defined herein have the respective meanings to be set forth in the Indenture. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions" in APPENDIX C hereto.

Missouri Electric Commission

MEC is a body public and corporate of the State of Missouri (the "*State*"), was created by contract as of May 1, 1979 (the "*Joint Contract*"), for the purpose of permitting cities, incorporated towns and villages of the State that own and operate retail electric utility systems and that become parties to the Joint Contract (the "*Members*") to secure, by joint action among themselves, or by contract with other utilities, an adequate, reliable, and economical supply of electric power and energy. MEC's Members currently consist of 72 municipally-owned retail electric systems ranging in size from approximately 206 meters to approximately 120,008 meters.

In 1989, MEC created two additional categories of membership, referred to as "advisory membership" and "associate membership," to allow entities that, in accordance with the Act and the Joint Contract, do not qualify for regular membership to participate in MEC's power supply programs and projects. Advisory Membership is open to municipalities located outside the State who operate electric utility systems. Associate Membership is open to rural electric cooperatives or federal power agencies located within or outside of the State and municipalities located outside the State. MEC's Advisory Members currently consist of four municipally-owned retail electric systems located in the State of Arkansas (collectively, the "*Advisory Members*"). See "MEC – Membership" herein.

MEC supplies the electric power and energy requirements of several members through three full requirements energy pools: the Missouri Public Energy Pool #1 ("*MoPEP*"), which consists of 35 municipal members; the Mid-Missouri Municipal Power-Energy Pool ("*MMMPEP*"), which consists of 14 municipal members; and the Southwest Missouri Public Energy Pool ("*SWMPEP*"), which consists of 3 municipal members.

Through MEC's ownership interests in various generating and transmission facilities, MEC provides a diversified portfolio of cost-based, reliable resources on a long-term basis to meet its Members' and Advisory Members' load requirements and to replace power and energy that previously was purchased under long- and short-term contracts.

The Solar Project

The Solar Project is a 11.15 MW(DC) solar power electric generating facility located on a 72-acre site in the City. The Solar Project was placed in service on November 13, 2017, and was acquired by MEC on April 27, 2023, pursuant to the terms of the Asset Purchase Agreement by and among MEC, Nixa Solar, LLC, and Solar Projects, LLC, dated as of April 27, 2023 (the *"Asset Purchase Agreement"*). See the caption "THE SOLAR PROJECT" for additional information.

The Unit Power Purchaser and the Power Purchase Agreement

The City is located in Christian County, Missouri, in the southwestern portion of the State, approximately 6 miles south of the City of Springfield and 30 miles north of the City of Branson. The City encompasses approximately 8.97 square miles and has a current estimated population of approximately 24,749.

All of the capacity of the Solar Project is sold to the City pursuant to a unit-specific, life-of-unit, take-or-pay power purchase agreement (the *"Power Purchase Agreement"*) between MEC and the Unit Power Purchaser. The Power Purchase Agreement entitles the Unit Power Purchaser to all of the capacity and output of the Solar Project, and requires that the Unit Power Purchaser pay to MEC (a) the fixed and variable costs MEC incurs in connection with the Solar Project, and (b) MEC's administrative and other reasonable costs associated with its role as power supplier to the Unit Power Purchaser. The Unit Power Purchaser's obligation to make such payments and to pay other amounts under the Power Purchase Agreement is a special, limited obligation payable solely out of the revenues of its electric utility system. Such payments are payable on a "take-or-pay" basis (*i.e.*, whether or not Solar Project is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminated in whole or in part), are not subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and are not conditioned upon the performance or nonperformance of MEC or any other person under the Power Purchase Agreement or any other agreement for any cause whatsoever.

See the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS – Net Revenues; Power Purchase Agreement" and "THE UNIT POWER PURCHASER" and "CERTAIN INFORMATION REGARDING THE UNIT POWER PURCHASER" in APPENDIX B and "SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT" in APPENDIX D hereto for additional information related to the Unit Power Purchaser and the Power Purchase Agreement.

PLAN OF FINANCE

The proceeds of the Series 2023 Bonds are being used to provide funds to (a) refinance the Costs of Acquisition and Construction of all of the assets, rights and properties related to the Solar Project, (b) fund a debt service reserve for the Series 2023 Bonds, and (c) pay costs of issuance of the Series 2023 Bonds.

The Solar Project was originally owned by various special purpose entities under the common control of Gardner Capital Solar Development, LLC ("*Gardner*"). In April 2023, MEC acquired all of the assets, rights and properties comprising the Solar Projects from Gardner. Pursuant to the Asset Purchase Agreement, the acquisition price of the Solar Project was $16,945,925, which included MEC's cost to acquire an undivided interest in all of the assets, properties and rights related to the Solar Project owned, leased or held by Gardner as of the date of the purchase, including, without limitation (a) all licenses, permits, franchises, approvals, and other governmental authorizations (including environmental permits) relating to the Solar Project, and (b) certain contracts relating to the Solar Project.

MEC utilized its Revolving Line of Credit (as defined herein) to provide the initial financing for the acquisition of the Solar Project. See "MISSOURI ELECTRIC COMMISSION – Revolving Line of Credit" herein. A portion of the proceeds from the sale of the Series 2023 Bonds will be paid to Wells Fargo Bank, National Association ("*Wells Fargo*") and applied to MEC's balance on its Revolving Line of Credit.

ESTIMATED SOURCES AND USES OF FUNDS

The table below sets forth the estimated sources and uses of funds in connection with the issuance of the Series 2023 Bonds.

Sources of Funds:	
Principal Amount	$17,455,000.00
Original Issue Premium	572,008.15
Total Sources	$18,027,008.15
Use of Funds:	
Deposit to Project Fund	$17,000,000.00
Deposit to the Series 2023 Debt Service Reserve Account	719,593.75
Costs of Issuance(1)	307,414.40
Total Uses	$18,027,008.15

(1) Includes Underwriter's discount, trustee fees, and legal fees and expenses and other costs of issuance.

THE SERIES 2023 BONDS

The following is a summary of certain terms and provisions of the Series 2023 Bonds. Reference is hereby made to the Series 2023 Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

General Terms

The Series 2023 Bonds will be issued in the aggregate principal amount of $17,455,000, will be dated the date of their delivery, will bear interest from the date thereof or from the most recent interest payment date to which interest has been paid at the rates of interest per annum set forth on the inside cover page hereof, payable semiannually on May 1 and November 1 of each year, beginning on May 1, 2024, and will mature on May 1 in each year as set forth on the inside cover page hereof. The Series 2023 Bonds will be issued as fully registered bonds in the denominations of $5,000 and any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("*DTC*"). Purchases of beneficial interests in the Series 2023 Bonds will be made in book-entry only form (as described under the caption "Book-Entry Only System" below), in the denomination of $5,000 or any integral multiple thereof. Beneficial Owners (hereinafter defined) of the Series 2023 Bonds will not receive certificates representing their interests in the Series 2023 Bonds purchased.

So long as the Series 2023 Bonds are in book-entry form, the principal or redemption price of and interest on the Series 2023 Bonds will be paid, and notices and other communications to Bondowners will be given, directly by the Trustee to DTC or its nominee, Cede & Co. The principal or redemption price of and interest on such Series 2023 Bonds will be redistributed by DTC, the Direct Participants (hereinafter defined) and the Indirect Participants (hereinafter defined) and notices and other communications will be given to Beneficial Owners of the Series 2023 Bonds through DTC, as described below under the caption "Book-Entry Only System." In the event the Series 2023 Bonds are not in a book-entry only system, payment of principal or redemption price of and interest on the Series 2023 Bonds will be made and such notices and communications will be given as described in the Indenture.

The principal or redemption price of all Series 2023 Bonds will be payable by check or draft at maturity or upon earlier redemption to the persons in whose names such Series 2023 Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Series 2023 Bonds at the principal corporate trust office or at such other office designated by the Trustee for such purpose.

The interest payable on each Bond on any interest payment date will be paid by the Trustee to the registered owner of such Bond as shown on the bond register at the close of business on the "*Record Date*," which Record Date is the 15th day (whether or not a business day) of the calendar month next preceding an interest payment date, (a) by check or draft mailed to such registered owner at its address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such owner, or (b) with respect to Series 2023 Bonds held by a Securities Depository, or at the written request addressed to the Trustee by any owner of Series 2023 Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions (which shall be located in the continental United States) to which such owner wishes to have such transfer directed, provided such written notice is given by such owner to the Trustee not less than 15 business days prior to the applicable Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number, and contact name related to such owner's account at such bank to which the payment is to be credited.

Redemption Prior to Maturity

Optional Redemption. The Series 2023 Bonds maturing on or after May 1, 2034, will be subject to redemption and payment prior to maturity, at the written direction from MEC, on and after November 1, 2033, in whole or in part on any date at the Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

Mandatory Sinking Fund Redemption. The Series 2023 Bond maturing on May 1, 2043 (the *"Term Bond"*), will be subject to mandatory redemption and payment prior to maturity through mandatory Sinking Fund Installments on May 1 in each of the years set forth below, at the Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

Term Bond Maturing May 1, 2043

Maturity (May 1)	Principal Amount
2039	$1,115,000
2040	1,170,000
2041	1,230,000
2042	1,295,000
2043†	1,365,000

† Final Maturity.

Selection by Trustee of Bonds to be Redeemed. The particular maturities of the Series 2023 Bonds to be redeemed at the option of MEC will be determined by MEC in its sole discretion. If less than all of the Series 2023 Bonds of a maturity are called for prior redemption, the particular Series 2023 Bonds to be redeemed shall be selected by the Trustee at random in such manner as the Trustee shall deem fair and equitable.

Notice of Redemption.

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee by Electronic Means, first class mail, or prepaid overnight delivery service, at least 30 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

The failure of any owner of Series 2023 Bonds to receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2023 Bonds. Any notice mailed as provided in this section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

So long as DTC is effecting book-entry transfers of the Series 2023 Bonds, the Trustee shall provide the notices specified above only to DTC. It is expected that DTC will, in turn, notify the Direct Participants, that the Direct Participants will, in turn, notify the Indirect Participants and that the Direct Participants and the Indirect Participants will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC, a Direct Participant or an Indirect Participant, or failure on the part of a nominee of a Beneficial Owner of a Series 2023 Bond (having been mailed notice from the Trustee, a Direct Participant, an Indirect Participant or otherwise), to notify the Beneficial Owner of the Series 2023 Bond so affected, shall not affect the validity of the redemption of such Series 2023 Bond.

Book-Entry Only System

The information in this Section concerning DTC and DTC's book-entry system has been obtained from DTC and MEC takes no responsibility for the completeness or accuracy thereof. MEC cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series 2023 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2023 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2023 Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants, or DTC Indirect Participants will act in the manner described in this Section. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as Securities Depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2023 Bond certificate will be issued for each issue of the Series 2023 Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2023 Bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to MEC as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from MEC or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or MEC, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of MEC or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2023 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2023 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2023 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2023 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2023 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2023 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to MEC or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

MEC may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2023 Bond certificates will be printed and delivered to DTC.

The foregoing information concerning DTC and DTC's book-entry system has been obtained from sources MEC believes to be reliable. However, MEC takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or

the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2023 Bonds:

Bond Year Ending May 1,	Principal	Interest	Total
2024	$ 270,000.00	$ 441,626.56	$ 711,626.56
2025	560,000.00	874,687.50	1,434,687.50
2026	590,000.00	846,687.50	1,436,687.50
2027	620,000.00	817,187.50	1,437,187.50
2028	650,000.00	786,187.50	1,436,187.50
2029	685,000.00	753,687.50	1,438,687.50
2030	715,000.00	719,437.50	1,434,437.50
2031	755,000.00	683,687.50	1,438,687.50
2032	790,000.00	645,937.50	1,435,937.50
2033	830,000.00	606,437.50	1,436,437.50
2034	870,000.00	564,937.50	1,434,937.50
2035	915,000.00	521,437.50	1,436,437.50
2036	960,000.00	475,687.50	1,435,687.50
2037	1,010,000.00	427,687.50	1,437,687.50
2038	1,060,000.00	377,187.50	1,437,187.50
2039	1,115,000.00	324,187.50	1,439,187.50
2040	1,170,000.00	265,650.00	1,435,650.00
2041	1,230,000.00	204,225.00	1,434,225.00
2042	1,295,000.00	139,650.00	1,434,650.00
2043	1,365,000.00	71,662.50	1,436,662.50
Total	$17,455,000.00	$10,547,876.56	$28,002,876.56

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS

Special, Limited Obligations

The Bonds (including the Series 2023 Bonds) and the interest thereon will be special, limited obligations of MEC payable solely out of the Net Revenues and certain other funds held under the Indenture (the "*Trust Estate*"), and will be secured by a pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds (including the Series 2023 Bonds), as provided in the Indenture.

The Bonds (including the Series 2023 Bonds) and interest thereon are not an indebtedness of the State, MEC, or of MEC's Members but shall be special obligations of MEC only and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof, or of MEC's Members is pledged to the payment of or the interest on the Bonds. The Bonds shall not be deemed to be an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness. The issuance of the Bonds (including the Series 2023 Bonds) will not, directly, indirectly, or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. MEC has no power to tax. Neither the members of the Board of Directors nor any person executing the Bonds shall be liable personally on the Bonds by reason of the lawful issuance thereof.

Net Revenues; Power Purchase Agreement

"*Net Revenues*" are defined in the Indenture as total Revenues less total Operation and Maintenance Expenses. "*Revenues*" generally include: (a) all revenues, income, rents, and receipts derived or to be derived by MEC relating to the Solar Project or to the payment of the costs thereof, including all revenues received or to be received by MEC or the Trustee under the Power Purchase Agreement or under any other arrangement by MEC for the sale or use of the Solar Project or any of the capacity or energy thereof; (b) the proceeds of certain insurance, including the proceeds of any self-insurance fund; and (c) interest and other investment income received or to be received on any moneys or securities held pursuant to the Indenture and required to be paid into the Revenue Fund. "*Operation and Maintenance Expenses*" generally include all of MEC's costs and expenses related to the operation and maintenance of the Solar Project or the satisfaction of MEC's obligations under the Power Purchase Agreement and/or the Ground Lease (as defined herein). See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Pledge and Assignment of Trust Estate" in APPENDIX C hereto.

All of the capacity of the Solar Project is sold to the Unit Power Purchaser pursuant to the Power Purchase Agreement, a unit-specific, life-of-unit, take-or-pay agreement. The Power Purchase Agreement entitles the Unit Power Purchaser to all of the capacity and output of the Solar Project and requires that the Unit Power Purchaser pay to MEC, for deposit into the Revenue Fund established pursuant to the Indenture, (a) all of the fixed and variable costs MEC incurs in connection with the Solar Project, and (b) MEC's administrative and other reasonable costs associated with its role as power supplier to the Unit Power Purchaser. The Unit Power Purchaser's obligation to make such payments and to pay other amounts under the Power Purchase Agreement is a special, limited obligation, payable solely out of the revenues of its electric utility system. Such payments are payable on a "take-or-pay" basis (*i.e.*, whether or not Solar Project is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminated in whole or in part), are not subject to any reduction, whether by offset, counterclaim, recoupment, or otherwise and are not conditioned upon the performance or nonperformance of MEC or any other person under the Power Purchase Agreement or any other agreement for any cause whatsoever. See "SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT – Nature of Obligation" in APPENDIX D hereto.

The term of the Power Purchase Agreement commenced on April 27, 2023, and will end when the Unit Power Purchaser has paid in full all obligations to MEC thereunder, including any amounts owed with respect to the Bonds. The Unit Power Purchaser has also covenanted to establish, maintain, and collect such rates, fees, and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable it to make all payments required to be made by it under the Power Purchase Agreement. See the caption "THE UNIT POWER PURCHASER" and "SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT" in APPENDIX D hereto.

Pursuant to the Indenture, MEC has covenanted that it will not consent to any transfer or assignment of the Power Purchase Agreement unless it has received from each rating agency who maintains an underlying rating on the Bonds, a written confirmation that the rating on the Bonds will not be adversely affected as a result of such transfer. Furthermore, under the Indenture, MEC has covenanted that it will not consent or agree to any action under or in connection with the Power Purchase Agreement which will reduce the payments thereunder or materially impair or materially adversely affect the rights of MEC or the rights or security of the Bondowners under the Indenture.

MEC has covenanted in the Indenture that if for any reason the Power Purchase Agreement is no longer in force and effect, MEC may, to the extent permitted by law, enter into one or more power purchase agreements or make other arrangements for the disposition of such capacity or output of the Solar Project to other unit power purchasers; provided, however, that prior to doing so, MEC (i) receives from each rating agency, if any, who maintains an underlying rating on the Bonds, a written confirmation that the rating on the Bonds will not be adversely affected as a result of such action and (ii) receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed and delivered to the Trustee and MEC to the effect that such action will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for purposes of federal income taxation. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Power Purchase Agreement; Enforcement and Amendment" in APPENDIX C hereto.

See "SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT" in APPENDIX D hereto. See also the caption "THE UNIT POWER PURCHASER" for additional information related to the Unit Power Purchaser's electric utility system.

Pledge and Assignment under the Indenture

Under the Indenture, MEC has pledged and assigned to the Trustee, for the benefit of the owners of the Series 2023 Bonds, on a parity with all other Series of Bonds that may be issued under the Indenture, all right, title, and interest of MEC in and to the Trust Estate, which includes (a) certain proceeds of sale of the Bonds, (b) all Net Revenues, (c) all money and securities in the Funds held by the Trustee under the Indenture (except amounts required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund) including the investments thereof, and (d) any and all other property (real, personal, or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned, or transferred as and for additional security under the Indenture. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Pledge and Assignment of Trust Estate" in APPENDIX C hereto.

Flow of Funds

Under the Indenture, as soon as practicable in each month after the deposit of Revenues into the Revenue Fund, but in any case, no later than the last business day of such month, MEC will be required to withdraw from the Revenue Fund and credit to, or transfer to the Trustee for deposit in, the following Funds and Accounts in the following order the amounts set forth below:

(a) ***To the Operation and Maintenance Fund,*** such amount as will be necessary for the payment of all Operation and Maintenance Expenses which are unpaid and which are estimated to become due prior to the end of the following calendar month in the Annual Nixa Solar Power Project Budget (as defined under "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" in APPENDIX C hereto).

(b) ***To the Debt Service Fund***, for credit to each Series Debt Service Account established with respect to the Series 2023 Bonds and any Series of Bonds pursuant to a Supplemental Indenture, on a parity with the transfer to each other Series Debt Service Account, the amount, if any, required so that the balance in said Account will equal the Accrued Debt Service with respect to such Series of Bonds as of the last day of the then current month.

(c) ***To the Debt Service Reserve Fund***, for credit to the Series Debt Service Reserve Account established with respect to respect to the Series 2023 Bonds and any Series of Bonds pursuant to a Supplemental Indenture, the amount, if any, required (i) to restore any deficiency in said account as described in the Indenture and (ii) to fund the applicable Debt Service Reserve Requirement as described in the Indenture.

(d) ***To the Subordinated Bond Fund***, for credit to each Series Subordinated Bond Account established with respect to Subordinated Bonds pursuant to a Supplemental Indenture, such amounts as are required by the Supplemental Indenture authorizing such Subordinated Bonds.

(e) ***To the General Reserve Fund***, the remaining balance, if any, of moneys in the Revenue Fund after making the above credits, transfers, and deposits.

See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Payments into Certain Funds" in APPENDIX C hereto.

Rate Covenant for the Solar Project

Under the Indenture, MEC covenants and agrees to fix, establish, maintain, and collect rates and charges for the sale, use, capacity, output, and services of the Solar Project, as is required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds, for the payment of the amounts required to be paid into the Operation and Maintenance Fund during such Fiscal Year, the amounts equal to the Aggregate Debt Service for such Fiscal Year required to be paid into the Debt Service Fund for the payment of principal of, premium, if any, and interest on all Bonds, and all other amounts, if any, required to be paid into any other Fund or Account during such Fiscal Year under the Indenture, and all other charges or amounts payable out of Revenues during such Fiscal Year.

In addition to the foregoing, MEC has established liquidity for the Solar Project through an agreed upon pricing and budgeting process with the Unit Power Purchaser. The amounts charged to the Unit Power Purchaser in each Fiscal Year, beginning with the Fiscal Year ending December 31, 2023, will also include any amounts necessary to establish an operating reserve of at least 120 days of cash on hand by the end of each Fiscal Year, which may be used as working capital and to provide for the payment of operation and maintenance expenses that accrue over time and are payable less frequently than monthly and other non-recurring expenses.

MEC has also agreed not to furnish or supply or cause to be furnished or supplied any capacity, output, use, or service of the Solar Project free of charge to any person, firm, or corporation, public or private, and MEC may to the extent permitted by law enforce the payment of any and all accounts owing to MEC by reason of the operation of the Solar Project by discontinuing such capacity, output, use or service, or by filing suit therefor within 120 days after any such accounts are due, or by both such discontinuance and by filing suit. MEC will promptly collect all amounts payable under the Power Purchase Agreement as the same become due and will at all times maintain and promptly and vigorously enforce its rights against the Unit Power Purchaser if it does not pay such charges when due as provided in the Indenture. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Rates, Fees and Charges" in APPENDIX C hereto.

The Unit Power Purchaser has also covenanted to establish, maintain, and collect such rates, fees, and charges for the electric service of its electric utility system to provide revenues at least sufficient to enable it to make all payments required to be made by it under the Power Purchase Agreement.

"SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT" in APPENDIX D hereto.

Debt Service Reserve Fund

At the time of issuance of the Series 2023 Bonds, the Series 2023 Debt Service Reserve Account (the *"Series 2023 Debt Service Reserve Account"*) within the Debt Service Reserve Fund (the *"Debt Service Reserve Fund"*) held by the Trustee will be funded in the amount of $719,593.75, the Debt Service Reserve Requirement for the Series 2023 Debt Service Reserve Account. MEC may, at its option, specify in a Supplemental Indenture authorizing an additional Series of Bonds whether or not to create a debt service reserve account within the Debt Service Reserve Fund with respect to such Series of Bonds (each a *"Series Debt Service Reserve Account"*). The Debt Service Reserve Requirement with respect to any additional Series of Bonds for which a Series Debt Service Reserve Account is created, unless otherwise specified by MEC in the Supplemental Indenture authorizing such Series of Bonds, is not greater than the least of (i) 10% of the original principal amount of such Series of Bonds, (ii) maximum annual debt service on such Series of Bonds, or (iii) 125% of average annual debt service on such Series of Bonds.

Amounts held in the accounts within the Debt Service Reserve Fund will be applied to prevent deficiencies in the payments of principal of and interest on the Bonds, including the Series 2023 Bonds. There can be no assurances that the amounts on deposit in the Debt Service Reserve Fund if need for payment of the Bonds, including the Series 2023 Bonds, will be available in the full amount of the Debt Service Reserve Requirement because (1) the market value of securities in which such funds are invested may have declined or (2) funds may have been previously have been transferred from the accounts within the Debt Service Reserve Fund. In any case, sufficient amounts may not be available in the Revenue Fund to replenish the accounts within the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

All Bonds, including the Series 2023 Bonds and any additional Series of Bonds, are secured by the Debt Service Reserve Fund. The Indenture permits MEC to issue an additional Series of Bonds which may be secured by the Debt Service Reserve Fund but the Indenture does not require MEC to create and fund a Series Debt Service Reserve Account in the Debt Service Reserve Fund with respect to such additional Series of Bonds. Under such circumstances, the amounts on deposit in the Series 2023 Debt Service Reserve Account would be available to pay the principal and interest on **both** the Series 2023 Bonds and such additional Series of Bonds without any increase in the Debt Service Reserve Requirement.

Additional Bonds and Subordinated Bonds

The Series 2023 Bonds are the first Series of Bonds issued under the Indenture. MEC is authorized under the Indenture to issue additional Bonds in one or more Series from time to time under and upon compliance with certain terms and conditions to be set forth in the Indenture and pursuant to one or more Supplemental Indentures. Such additional Bonds may be issued to finance or refinance Additional Facilities or to refund any Outstanding Bonds of one or more Series or one or more maturities within a Series or a combination of such purposes. The number of Series of Bonds and the aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Indenture is not limited except as may be provided in the Indenture or as may be limited by law. All such Bonds shall be equally and ratably secured by the Indenture on a parity with the Series 2023 Bonds. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Authorization of Bonds" in APPENDIX C hereto.

The Indenture also authorizes the issuance of Subordinated Bonds for purposes of financing of any part of the Costs of Acquisition and Construction of the Initial Facilities or any Additional Facilities or the refunding or any Subordinated Bonds or Outstanding Bonds. Such Subordinated Bonds shall be payable out of and may be secured by a pledge of such amounts in the Subordinated Bond Fund as may from time to time be available therefor; provided, however, that any such payment or pledge is, and is expressed to be, subordinate and junior in all respects to the pledge and lien created under the Indenture as security for the Bonds. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Subordinated Bonds" in APPENDIX C hereto.

MISSOURI ELECTRIC COMMISSION

General

MEC a body public and corporate of the State, was created pursuant to the Joint Contract by certain of its current Members as of May 1, 1979. Organized and existing under the provisions of the Act, MEC was formed for the purpose of permitting its Members to secure, by joint action among themselves, or by contract with other utilities, an adequate, reliable, and economical supply of electric power and energy. Under the Act, MEC has the power, in addition to other powers, to develop, finance, construct, acquire, and operate power generation, transmission, and distribution facilities and related resources to meet the electric power and energy requirements of its Members' respective municipal electric utility systems in the most economic and feasible manner.

Established by six charter Members, MEC has grown to a membership of 72 municipally-owned retail electric systems ranging in size from approximately 206 to approximately 120,008 meters. New Members may be added in the future (see "– Membership" below).

In the past, MEC used market-based energy contracts and Member-owned generation under contract to provide the electric power and energy requirements of its Members. In order to obtain a diversified portfolio of cost-based, reliable resources on a long-term basis to meet its Members' and Advisory Members' load requirements and to replace power and energy that previously had been purchased under long- and short-term contracts, MEC began participating in several generating facilities, the first of which commenced operations in 2007. Since then, MEC has acquired ownership interest in the dedicated capacity of over 600 MW from approximately 20 separate generation facilities fueled by coal, natural gas, or renewable sources.

Organization and Management

A Board of Directors (the "*Board*"), consisting of one director and one alternate appointed by each Member, directs the business and affairs of MEC. Each Member, through its director, has one vote.

The management of MEC is under the direction of its President and Chief Executive Officer. The following are the members of MEC's management staff and their backgrounds.

> ***John Twitty*** joined MEC in July 2020 and currently serves as President and Chief Executive Officer of MEC. Mr. Twitty has been in the utility industry for approximately 40 years and has served as General Manager for Rolla (MO) Municipal Utilities and City Utilities of Springfield ("*CU*"), which is MEC's largest member with over 100,000 customers during the time of his tenure. Mr. Twitty retired from CU as General Manger and CEO in 2011. More recently, he served as Executive Director of the Transmission Access Policy Study Group from 2011 to 2020. He served as Chairman of the Board of the American Public Power Association and The Energy Authority. Mr. Twitty is a 1975 graduate of the University of Missouri-Columbia and received a Professional Degree from the University of Missouri-Rolla in 2006.

John Grotzinger joined MEC in December 1994 and currently serves as Chief Electric Operations Officer of MEC. Mr. Grotzinger is responsible for overall operation of MoPEP, MMMPEP, SWMPEP, and generation assets and is responsible for all electric operations of MEC. This includes engineering, planning, and operations of generation resources and transmission. Prior to joining MEC, Mr. Grotzinger was employed by KCPL in system planning before spending 14 years at City Utilities of Springfield, Missouri as a systems planning engineer. Mr. Grotzinger holds a Bachelor of Science in Electrical Engineering degree from the University of Missouri-Columbia. He is a registered Professional Engineer in Missouri.

Rebecca Atkins joined MEC in 2008 and currently serves as Chief Markets Officer of MEC. Ms. Atkins oversees market operations of MEC's three full requirements power pools and generating assets in both Midcontinent Independent System Operator ("*MISO*") and Southwest Power Pool ("*SPP*"). She serves as the modeling contact for all MEC network and commercial model changes in SPP and MISO and assists in load forecasting, resource planning, and transmission service requests. She also monitors MISO and SPP stakeholder activity and advocates on behalf of members at the regional transmission organization ("*RTO*") level and with the Federal Energy Regulatory Commission ("*FERC*"). Ms. Atkins holds a Bachelor of Science in Mathematics-Economics from Furman University and a Master's degree in Economics from the University of Missouri-Columbia.

Connie Ford joined MEC in 2017 and currently serves as Chief Member Services Officer of MEC. Ms. Ford has a proven ability in developing programs, leading initiatives, and delivering successful outcomes in the utility industry. Before joining MPUA, Ms. Ford worked for the City of Columbia, Missouri, where she gained an in-depth understanding of electric and water utilities, especially in developing renewable energy and demand-side management programs. Ms. Ford has achieved successful outcomes by clearly and persuasively communicating with the public, governmental bodies, the media, and private industry to build consensus for initiatives.

Ken Reasoner joined MEC in 2022 and currently serves as Chief Financial Performance Officer of MEC. Mr. Reasoner has over thirty years of utility experience in various capacities. He is a Certified Public Accountant and Chartered Global Management Accountant. Mr. Reasoner earned a Bachelor of Science in Business Administration with an emphasis in accounting from Missouri Southern State University. Mr. Reasoner worked for the City Utilities of Springfield and the Hannibal Board of Public Works before joining the MPUA team. Mr. Reasoner has extensive financial and utility operational experience.

Membership

The Joint Contract contains provisions permitting additional cities, incorporated towns, and villages of the State that own and operate retail electric utility systems to become Members of MEC, subject to satisfaction of the requirements for membership set forth therein. MEC currently intends to consider requests for membership by any qualifying Missouri city, town, or village. In order to become a Member, any such city, town, or village must execute and deliver a supplement to the Joint Contract, which supplement must be approved by the affirmative vote of two-thirds of the Board. In addition, any such city, town, or village must pay a *pro rata* share of organizational, planning, and other MEC expenditures as determined by the Board. Under the Act and the Joint Contract, any such additional Member will be entitled to appoint a director and an alternate to the Board and will be eligible to participate in all activities undertaken by MEC on behalf of its Members.

Advisory Member and Associate Member classifications were created by MEC in 1989 to allow membership by municipalities located outside the State who operate electric utility systems, federal power agencies, and rural electric cooperatives located within or outside the State (both of which, in accordance with the Act and the Joint Contract, do not qualify for regular membership). MEC currently intends to consider requests for advisory or associate membership by any such rural electric cooperative, federal power agency, or municipality. An Advisory Member may aid, consult, or advise MEC, or receive aid, consultation, or advice from MEC, to promote the development of, among other things, electric power plants and transmission facilities. An Advisory Member is a non-voting member, and is not bound by the obligations or assessments assumed or imposed on the other Members unless approved by MEC and the Advisory Member. MEC's Advisory Members currently consist of four municipally-owned retail electric systems located in the State of Arkansas.

Energy Pools

There are three full requirements energy pools within MEC: MoPEP, which consists of 35 municipal members; MMMPEP, which consists of 14 municipal members; and SWMPEP, which consists of 3 municipal members.

Missouri Public Energy Pool #1. MoPEP, which commenced operations on January 1, 2000, is MEC's largest pool with 35 municipal members and operates on a "full requirements" basis under the Amended and Restated Missouri Public Energy Pool #1 Agreement, between MEC and each of MoPEP's members (the *"MoPEP Pool Agreement"*). The MoPEP Pool Agreement does not have an established termination date and will remain in effect until cancelled as to all MoPEP members by MEC and/or MoPEP. Pursuant to the MoPEP Pool Agreement, MoPEP historically used market-based energy contracts, a generating facility owned by MEC and generating facilities owned by certain of the MoPEP members to provide the electric power and energy requirements of the MoPEP members. In order to obtain a diversified portfolio of cost-based, reliable resources on a long-term basis to meet MoPEP's growing load requirements and to replace power and energy that previously had been purchased under long- and short-term contracts, MoPEP directed MEC to acquire ownership interests and/or long-term capacity entitlements in several generating facilities.

Mid-Missouri Municipal Power-Energy Pool. The first twelve municipal members of MMMPEP initially entered into five-year power purchase contracts with MEC for the full power requirements of their respective municipality. These contracts began on March 1, 2013 and were initially scheduled to expire on May 31, 2018. In 2016, MEC and MMMPEP extended the full power requirement contracts another 10 years to May 31, 2028. A thirteenth city joined the MMMPEP membership in 2016 and began receiving full power requirements in January 2018. A fourteenth city joined the MMMPEP membership in 2022 and began receiving full power requirements in January 2023. MEC and the Members of MMMPEP have negotiated a new power purchase contract that is evergreen and allows MEC to acquire ownership interests and/or long-term capacity entitlements in generating facilities on MMMPEP's behalf in the future.

Southwest Missouri Public Energy Pool. On September 29, 2017, MEC authorized the Missouri Cities of Monett and Mt. Vernon (together, the "*Initial SWMPEP Cities*") to join MEC and execute a power supply contract with the Initial SWMPEP Cities. The Initial SWMPEP Cities and MEC have executed ten-year power purchase contracts for the full power requirements of their respective municipality. Supply pursuant to these contracts began in June 2020 and expire on May 31, 2025. A third city joined SWMPEP as a member in March 2023 and will begin receiving full requirements power in June 2025. MEC and the Members of SWMPEP have negotiated a new power purchase contract in December 2022 that is evergreen and allows MEC to acquire ownership interests and/or long-term capacity entitlements in generating facilities on SWMPEP's behalf in the future.

Annual Budgets

MEC approves an annual budget (the "*Annual Budget*") prior to the commencement of each fiscal year. The Annual Budget includes all projected expenses of MEC and will incorporate separate annual budgets for each generating project in which MEC has an ownership interest or long-term capacity entitlement, including an annual budget for operation of the Solar Project.

Revolving Line of Credit

On December 20, 2010, MEC and Wells Fargo Bank, National Association (*"Wells Fargo"*), executed a revolving line of credit, which has subsequently been amended (the "*Revolving Line of Credit*"). The Revolving Line of Credit was most recently renewed in April 2021 and increased to $75 million with an expiration date of April 5, 2024. The Revolving Line of Credit may be drawn upon (i) for working capital to support any MEC operations, (ii) capital expenditures prior to external financing or collection of additional revenues, (iii) posting of collateral under trading agreements, (iv) standby letters of credit up to the amount of the unused portion of the Revolving Line of Credit, or (v) for any other purpose agreed upon by MEC and Wells Fargo. MEC uses $7.5 million of the Revolving Line of Credit to provide a $5 million letter of credit to satisfy SPP collateral requirements and a $2.5 million letter of credit to satisfy MISO collateral requirements. In 2022, MEC used a total of approximately $38.8 million for the interim financing of the acquisition of five solar projects (approximately $27.3 million), the acquisition of the Nixa Transmission Assets (as defined herein) (approximately $11.5 million), and the acquisition of the Hannibal Transmission Assets (as defined herein) (approximately $8 million). Additionally, approximately $17 million of the line of credit was utilized to acquire the Solar Project in April 2023. In November 2022, MEC refinanced approximately $27.3 million of the Revolving Line of Credit related to the acquisition of the five solar projects with permanent financing.

A portion of the Series 2023 Bonds will be paid to Wells Fargo and applied to MEC's balance on its Revolving Line of Credit. Following the issuance of the Series 2023 Bonds and the payment to Wells Fargo, approximately $48.1 million of the Revolving Line of Credit will be available to MEC.

Financial Condition

MEC's audited financial statements for the fiscal years ended December 31, 2022 and 2021, including the notes thereto and the "Management's Discussion and Analysis" with respect thereto, are included as APPENDIX A hereto.

THE SOLAR PROJECT

General

The Solar Project is a 11.15 MW(DC) solar power electric generating facility located in the City. The Solar Project was originally owned by various special purpose entities under the common control of Gardner. It was constructed in 2017 and was placed in service on November 13, 2017. At the time of construction, it was the largest solar farm in the State. The Solar Project was originally operated by MC Power, Lee Summit, Missouri. In April 2023, pursuant to an Asset Purchase Agreement by and among MEC, Nixa Solar, LLC, and Solar Projects, LLC, dated as of April 27, 2023, MEC acquired all of the assets, rights and properties related to the Solar Project.

The Solar Project includes 33,288 Canadian Solar solar panels, each rated at 335 watts, secured to ground mounted fix tilt framing. The Solar Project has four SMA inverters, four SMA transformers, a data acquisition system and energy revenue-quality metering equipment. To date, all permits necessary for the operation of the Solar Project are in place. The Solar Project is surrounded by 10,000 linear feet of 6-foot security fencing.

Ground Lease

The Solar Project is located on approximately 72 acres of land (the *"Project Site"*) owned by EFB LLC, a Missouri limited liability company (the *"Landlord"*) and leased to MEC pursuant to a Ground Lease with Option to Purchase dated as of April 27, 2023 (the *"Ground Lease"*). The term of the Ground Lease expires by its terms on May 31, 2043. The Ground Lease is subject to early termination by MEC upon 15 years written notice to the Landlord.

Under the terms of the Ground Lease, the Landlord granted MEC an exclusive right and irrevocable option to purchase the Project Site (and all tangible personal property permanently affixed to or located on the Project Site, if any, and all of the Landlord's rights, titles, and interests in and to any and all leases, licenses, permits, or other agreements relating to the Project Site) at the earliest of the following events (the *"Option"*): (i) the Landlord decides to sell, upon which the Landlord is required to give written notice MEC, who then has ten business days to accept or decline the Option, (ii) the death of both Jay Wasson and Retha Wasson (approximately 66 and 72 years old, respectively), or (iii) the expiration of the Ground Lease by its terms.

Under the Indenture, MEC has agreed not to amend the Ground Lease in any manner which, in the judgment of MEC or the Trustee, will materially and adversely affect MEC's rights thereunder or which may have an adverse effect on the owners of the Bonds. Except through the exercise of the Option, MEC has also covenanted, under the Indenture, not to terminate the Ground Lease while any of the Bonds are Outstanding.

See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASE."

Interconnection

Under the Power Purchase Agreement, MEC is obligated to interconnect the Solar Project directly to the Unit Power Purchaser's distribution system. MEC and the Unit Power Purchaser have entered into an interconnection agreement which may be terminated by the mutual agreement of City and MEC or in the event of a default.

Operation and Maintenance

MEC's technicians maintain the operation of the Solar Project. In 2022, MEC hired a solar technician that has been maintaining the Solar Project since its commercial operation date and continues to oversee all solar operations of MEC.

Under the Ground Lease, the Landlord has granted MEC such easements across, under and over the Project Site as are reasonably necessary for rights of way, ingress, and egress, and for the installation, construction, maintenance, repair, and replacement of utility lines serving the Project Site, including without limitation any such easements required to connect the Project Site to the Solar Project. See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASE."

Other MEC Solar Projects

MEC owns a total of 12 solar power electric generating facilities in the State including the Solar Project. Certain information on each solar facility is set forth in the table below:

Solar Project	Size (MW-DC)[1]	Production (MW hr/year)[2]	Placed in Service Date	MEC Acquisition Date
Nixa	**11.15 MW**	**14,551**	**November 13, 2017**	**April 2023**
Butler	3.23 MW	4,400	March 4, 2014	December 2020
Trenton	3.29 MW	4,706	October 26, 2015	December 2021
Rolla	3.20 MW	4,509	April 28, 2016	December 2021
Waynesville	3.20 MW	4,613	July 28, 2016	December 2021
Marshall	3.18 MW	4,463	December 8, 2016	December 2021
Macon	3.24 MW	4,775	May 13, 2015	March 2022
Chillicothe	3.26 MW	4,681	July 6, 2017	December 2022
Lebanon	3.15 MW	4,561	September 21, 2017	December 2022
Higginsville	3.20 MW	4,569	December 7, 2017	December 2022
Farmington	3.10 MW	4,471	December 20, 2017	December 2022
El Dorado Springs	3.20 MW	4,775	May 23, 2018	July 2023

(1) Size represents the initial nameplate output for each project. Project sizes are represented in DC which equates to (a) approximately 7.92 MW-AC output with respect to the Solar Project and (b) approximately 2.5 MW-AC output with respect to all other solar facilities.

(2) Production figure for the Solar Project is from 2022. Production figures for all other solar facilities are from 2018.

Renewable Energy Credits

The generation from MEC's Solar Project is eligible for Renewable Energy Credits ("*RECs*"). The Solar Project is registered in the PJM Generation Attribute Tracking System registry and accrues one REC for every megawatt-hour of generation. Under the Power Purchase Agreement, the Unit Power Purchaser is entitled to all RECs attributable to the Solar Project. These RECs can be retained or sold directly to the Unit Power Purchaser's customers or to outside parties. To date, there has been no local need for RECs by the Unit Power Purchaser, so the RECs are being sold to third parties to maximize economic benefit of the asset. The Unit Power Purchaser currently is directing that the REC revenues be held to build reserves and strengthen the Solar Project financially. Future REC sales revenue levels will vary due to the volatility in the REC market and cannot be predicted by MEC.

THE UNIT POWER PURCHASER

General

All of the capacity of the Solar Project is sold to the City of Nixa, Missouri, the Unit Power Purchaser, pursuant to the Power Purchase Agreement, a unit-specific, life-of-unit, take-or-pay agreement. The City is located in Christian County, Missouri, in the southwestern portion of the State, approximately 6 miles south of the City of Springfield and 30 miles north of the City of Branson. The City encompasses approximately 8.97 square miles and has a current estimated population of approximately 24,749.

The Unit Power Purchaser owns and operates an electric distribution system for the distribution and sale of electric power and energy to customers located within its corporate boundaries (the *"System"*). Information related to the System and the Power Purchase Agreement are contained under this caption. Additional financial and general demographic information regarding the Unit Power Purchaser is set forth in APPENDIX B hereto. *The information contained under this caption related to the System and in APPENDIX B has been prepared by MEC from data provided by the Unit Power Purchaser.*

History

Due to the increasing interest from citizens for a City-owned electrical system, the City Council went to the voters in August 1968 to approve a bond issue to construct the System, which was originally estimated to serve approximately 400 residential customers and 33 commercial customers. In September 1968, the Unit Power Purchaser secured its first power contract with the Southwest Power Administration that also included the construction of a transmission line from the north side of the City of Springfield, Missouri to Nixa. Today the System's service area is approximately 8.97 square miles As of December 31, 2022, the System had 11,247 electric customers inside the City limits.

Management

The City Council is responsible for all basic policy decisions relating to the System, including ratemaking, approval of the operating budget, short-term and long-term capital budgets and, subject to voter approval, bond issues for new projects. Overall administration and operation of the System are performed by the Assistant City Administrator and Director of Nixa Utilities & Public Works, the Assistant Director of Nixa Utilities & Public Works, the Electric Superintendent and their staff. Brief biographical information for the Assistant City Administrator and Director of Nixa Utilities & Public Works, the Assistant Director of Nixa Utilities & Public Works, the Electric Superintendent and the Assistant Electric Superintendent are set forth below:

> ***Doug Colvin, Assistant City Administrator and Director of Nixa Utilities & Public Works,*** is a dedicated public servant with almost 19 years of service with the City and has served as Director of Nixa Utilities & Public Works since April of 2004. Mr. Colvin is responsible for overseeing the day-to-day operations and planning for the City's public works and utilities departments. He also serves as an Assistant City Administrator in a part-time capacity.

> ***Travis Cossey, Assistant Director of Nixa Utilities & Public Works,*** has served the City for 26 years. He has a Bachelor's Degree in Community and Regional Planning and a Master's Degree in Public Administration. Mr. Cossey started off his career with the City as a City Planner becoming the Director of the Planning & Development Department overseeing the Planning, Building Inspection, and Geographic Information System (*"GIS"*) functions for the City. During Mr. Cossey's 24 years in Planning & Development, he worked closely with Nixa Utilities & Public Works to ensure that proposed development activity and planned utility infrastructure investments worked together thereby fostering organized growth and prosperity for the City. In 2020 he was promoted to the position of Assistant Director of Nixa Utilities & Public Works. Mr. Cossey currently serves as Treasurer on the Board of Directors for the Ozarks Transportation Organization. He is Vice President of Southwest Missouri Water and Vice President of the James River Basin Partnership.

> ***Brian Denney, Electric Superintendent,*** has worked in the electric utility field for 35 years. He started his career in 1988 as an apprentice lineworker for the City of Anthony, Kansas. In 1992 he was promoted to Journey Lineworker. Then in June of 1998 he was hired as a journey level lineworker for the City of Nixa. In 2005 he was promoted to Lead Lineworker, and in 2011 he was

further promoted to Electric Superintendent. Mr. Denney has proudly served the City for the past 25 years, and the last 12 of those years he has served as the Electric Superintendent.

Chris Huett, Assistant Electric Superintendent, graduated from Baptist Bible College in 2005 with a Bachelor of Science in Business Management. He began his career at the City of Nixa in April 2007 as a Meter Reader. In 2008 he was promoted to Utility Locator for the City and held that position for six years. In 2012 he was accepted into the MPUA Lineworker Apprenticeship Program. In 2018 he successfully completed that program becoming a journey level lineworker. Then, in April of that same year, he was promoted into his current role of Assistant Electric Superintendent for the City. He also currently serves on the MPUA Mutual Aid Committee and the MPUA Lineworker Advisory Committee.

In 2023, the System earned a Platinum level designation as a Reliable Public Power Provider (*"RP_3"*) from the American Public Power Association (*"APPA"*). The RP_3 designation, which lasts for three years, recognizes public power utilities that demonstrate proficiency in four key disciplines: reliability, safety, workforce development, and system improvement. Criteria include sound business practices and a utility-wide commitment to safe and reliable delivery of electricity. The System is among 271 public power utilities nationwide that hold the RP_3 designation. Previous RP_3 designations were awarded to the System in 2014 (Gold level); in 2017 (Platinum level); and in 2020 (Platinum level).

The System has also been awarded a Certificate of Excellence in Reliability from the APPA. This award recognizes the System for tracking data on all power outage causes, durations, etc. The System is ranked in the top quartile for average outage duration index due to the System's line workers responding quickly to restore power when outages do occur.

Employee Relations

The System currently has 16 full-time equivalent employees. Approximately, 100% of the System employees are represented by the International Brotherhood of Electrical Works and subject to a collective bargaining memorandum of understanding that expires on March 14 of each year. The City believes it has a strong relationship with its employees. The System has never experienced a strike or a slowdown.

System Maintenance, Expansion and Replacement

The City obtains an insurance certificate annually. The process of obtaining the insurance certificate involves an annual and ongoing review of the System assets. This review includes the identification of loss exposure, the review of past loss history, a review of the City financial statements, an evaluation of acquisitions, divestitures and changes within the System and an evaluation of market, legal, legislative, and economic conditions which could affect the protection of assets. In addition, the City includes, as part of its Annual Comprehensive Financial Report, information on the System, including information on utility rates, customers, debt service, and debt service coverage.

The City updates its capital improvements program (the *"CIP"*) annually. The CIP is a multi-year plan for capital expansion and the replacement of aging facilities. As part of preparing the CIP, the System is evaluated for adequacy and replacement requirements. System staff develop recommendations for the CIP using a master plan for the System, which is reviewed every three to five years. These recommendations then go through a review process that includes the Electric Superintendent, the Director of Nixa Utilities & Public Works, the City Administrator, and the City Council.

Various evaluation tools are utilized to make the recommendations outlined in the annual CIP. This includes evaluation of circuit loading after system peak; evaluation of customer growth patterns; utility coordination with inter-connected systems; and the evaluation of the need to upgrade lower voltage lines and/or replace older lines due to a history of faults.

The City also utilizes an active preventive maintenance program. This program includes: daily inspections of electric substations; annual oil testing of distribution transformers and other major equipment; infrared scans of electric substations; annual infrared scans of transformers at large industrial customers annually; and continual (or ongoing) tree trimming crews to maintain clearances on overhead lines.

Planning/Future Capital Expenditures

In Fiscal Year 2024, the City plans to expend approximately $2,500,000 for installation and implementation of advanced metering infrastructure (AMI) for the System. This project will be funded from capital reserves that have been built into System rates established by City Council and collected for the project and other such purposes.

The City completes capital improvements as unrestricted reserve funds become available through rates. All major projects and improvements are planned as part of the City's ongoing five-to-ten-year master plan (the *"Master Plan"*) as well as their annual five-year Capital Improvements Plan (*"CIP"*), which is required by the City's Charter. The Master Plan and the CIP are annually vetted and adopted by both the City's Planning and Zoning Commission and City Council. There is no public vote required to adopt the plans but prior to adoption there are at least three public hearings. In preparing the Master Plan and the CIP, the City completes new cost of service rate studies that incorporate what will be needed for the future capital projects. System rates are then set allowing the City to complete the projects as the funds become available, with the goal to complete the projects without long-term financing unless necessary. In addition to the public hearings mentioned above, there are also two additional public hearings prior to the City Council adopting a new rate schedule and another public hearing when budgets for the specific improvements are presented annually.

Power Supply Agreements

The City purchases electric capacity and energy from the Southwestern Power Administration, solar energy from MEC, capacity and energy from Evergy Kansas Central, and wind capacity from NextEra Energy Marketing. The amount and term of these contracts is as follows:

Long Term Power Supply Contracts

	Capacity (MW)	Contract Expiration
Southwest Power Administration (Hydroelectric)	5.30	June 30, 2026
MEC (Solar)	7.92	Plant Life
Evergy Kansas Central – Dogwood (Fossil)	30.00	May 31, 2030
Grand River Dam Authority (Fossil)	15.00	May 31, 2026
NextEra Energy Marketing (Wind)	10.00	May 31, 2030

The City began purchases of solar power in 2017. In 2017, the System was recognized by the Smart Electric Power Alliance as one of the top ten utilities in the nation to generate or purchase increasing levels of energy from renewable resources on a per customer basis for that year. In 2022, the City purchased a portion of the System's electric portfolio from renewable sources, consisting of wind (14.7%), hydropower (7.8%) and solar (11.7%).

All of the capacity of the Solar Project is sold to the City pursuant to the Power Purchase Agreement. The Power Purchase Agreement entitles the City to all of the capacity and output of the Solar Project, and requires that the City pay to MEC (a) the fixed and variable costs MEC incurs in connection with the Solar Project, and (b) MEC's administrative and other reasonable costs associated with its role as power supplier to the City. The City's obligation to make such payments and to pay other amounts under the Power Purchase Agreement is a special, limited obligation payable solely out of the revenues of its electric utility system. Such payments are payable on a "take-or-pay" basis (*i.e.*, whether or not Solar Project is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminated in whole or in part), are not subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and are not conditioned upon the performance or nonperformance of MEC or any other person under the Power Purchase Agreement or any other agreement for any cause whatsoever.

See the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS – Net Revenues; Power Purchase Agreement" and "SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT" in APPENDIX D hereto for additional information related to the Power Purchase Agreement.

Transmission

Transmission for energy is provided by the Southwest Power Pool (*"SPP"*) under a network service contract. Services by SPP began on November 26, 2019. The City owns no transmission system assets. The City relies on a network service agreement with SPP.

Electric Distribution System

The System's distribution system consists of 110 circuit miles of overhead lines and 101 miles of underground distribution lines. There are 13,008 electric meters in service, and four distribution transformers with 105,000 kilovolt-ampere (kVA) capacity.

Interconnection Agreements

The City has interconnection or interchange agreements with MEC, Southwestern Power Administration (*"SWPA"*), and SPP. These agreements allow transactions that provide economic, as well as reliability, benefits.

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Electrical Demand and Capacity

The following table summarizes historical peak demand for 2018 to 2022 and projected data for 2023 (in MW). The City has sufficient generating resources and contracts to meet its obligations under the SPP tariff.

	Peak Demand Requirement
2018	49
2019	49
2020	46
2021	47
2022	53
2023[1]	54

[1] Projected.
Source: City of Nixa, Missouri

Electric Customers

The System delivers electricity to approximately 11,247 customers (as of December 31, 2022) within its service area. The number of System customers as of September 1, 2023, is approximately 13,000. The number of customers and kilowatt hour sales distributed by customer classification served by the System in each of the Fiscal Years ended December 31, 2018 through December 31, 2022 is as follows:

Fiscal Year Ended December 31	2018	2019	2020	2021	2022
Total Number of Customers	10,120	10,367	10,704	10,898	11,247
Peak Load (MWH)	49	49	46	47	53
Residential Sales (MWH)	97,178	93,869	95,904	100,167	105,284
Commercial Sales (MWH)	37,307	22,806	29,282	23,612	24,393
Industrial Sales (MWH)	24,255	36,272	25,811	34,490	35,022
Total Sales (MWH)	158,710	152,447	150,996	158,269	164,699
Energy Losses (MWH)	5,079	4,939	4,892	5,128	5,336
Total Energy Distributed (MWH)	163,789	157,386	155,888	163,397	170,035
Total Revenues (000)	$20,593	$19,945	$19,804	$20,691	$18,894

Source: City of Nixa, Missouri

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Largest Electric Customers

The 10 largest customers served by the System based on kilowatt-hour sales and their percentage of total System revenue for the Fiscal Year ended December 31, 2022 are set forth in the table below:

	Customer	Billed kWh	% of Total Revenue
1.	Fleishmann's Vinegar	5,343,120	3.24%
2.	Diversified Plastics	3,992,040	2.42
3.	Nixa Schools	3,728,921	2.26
4.	Walmart	3,092,100	1.88
5.	Price Cutter	2,868,480	1.74
6.	Mercy	1,311,800	0.80
7.	Harter House	1,185,800	0.72
8.	Braum's	778,440	0.47
9.	Cox Health	767,200	0.47
10.	Castlewood Senior Living	628,440	0.38

Source: City of Nixa, Missouri

Electric Rates

The City Council has sole authority to set rates and charges applicable to the System. The Power Purchase Agreement requires the City Council to establish, maintain, and collect such rates, fees, and charges for electric services so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under the Power Purchase Agreement and any other agreements with respect to the System. The City reviews these rates and charges annually to determine if any changes are necessary to assure that adequate revenues will be available to pay all obligations of the System including an annual payment in lieu of taxes equal to 5% of gross receipts to the City's General Fund.

Currently, the City maintains six schedules of rates for different classes of customers (residential, small commercial, large commercial, industrial, primary with transformer service and primary without transformer service). The schedule applicable to any customer is based on the type and amount of services provided.

All System charges are billed and payable monthly. The bills are payable when mailed and are considered delinquent if not paid within ten (10) days. A $50.00 service charge will be charged on any past due bill that carries an unpaid balance over $50.00. If any bill is not paid within 30 days after the date thereof, the City may discontinue service to such customer. When service is disconnected due to nonpayment, the total amount of the outstanding bill plus the $50.00 service charge shall be paid before service is restored. Delinquent bills for the System are also subject to 10% late payment penalty.

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The following table provides a schedule of the current electric rates that were adopted on February 14, 2022, and became effective on January 1, 2023:

Schedule of Electric Service Rates

Residential service rate:	
Base Rate	$15.15 per month
Charge Per kWh	$0.1066 per kWh
Solar Net Metering	$0.05782 per kWh
Outdoor Lights	$15.15 per month
Small commercial service rate (Less than 75 kilowatts):	
Service Availability (Single Phase)	$15.15 per month
Charge Per kWh	$0.1032 per kWh
Service Availability (Three Phase)	$33.33 per month
Charge Per kWh	$0.1032 per kWh
Large commercial service rate (75 - 150 kilowatts):	
Service Availability	$202.00 per month
All kWh Demand	$7.83
Charge Per kWh	$0.06927 per kWh
Industrial service rate (150 - 300 kilowatts):	
Service Availability	$202.00 per month
All kWh Demand	$7.83
Charge Per kWh	$0.06395 per kWh
Primary with Transformation (300+ kilowatts):	
Service Availability	$605.00 per month
All kWh Demand	$7.83
Charge Per kWh	$0.06395 per kWh
Primary without Transformation (300+ kilowatts):	
Service Availability	$105.00 per month
All kWh Demand	$7.83
Charge Per kWh	$0.06395 per kWh

The City has approved an annual 1.5% increase in electric rates on January 1 of each year through 2026. In addition, in response to the surge in electricity prices due to Winter Storm Uri in February 2021, effective January 1, 2023, the City adopted an energy cost adjustment charge on customer bills that will spread out the cost of any surge pricing for future events, which is established by resolution of the City Council each year.

System Revenue Bonds

The City has no revenue bonds payable from the System currently outstanding.

Financial Statements

The financial records of the City, including those of the System, are audited annually by a firm of independent certified accountants in accordance with generally accepted auditing standards. Decker &

DeGood, Certified Public Accountants, Springfield, Missouri, completed the audit for the Fiscal Year ended December 31, 2022. Copies of the City's Annual Comprehensive Financial Report for the Fiscal Year ended December 31, 2022 and for prior years may be obtained on the web at www.nixa.com.

Historical Results

The table below details the total revenues, total expenses, and net revenues of the System for the Fiscal Years ended December 31, 2018 through 2022. This table has been derived from the audited financial statements of the City for the Fiscal Years ended December 31, 2018 through 2022.

Historical Schedule of Revenues and Expenses

	2018	2019	2020	2021	2022
OPERATING REVENUES					
Charges for Services	$18,480,781	$17,780,380	$19,045,544	$18,345,355	$19,064,378
Other Operating Revenues[1]	118,751	130,198	32,344	370,102	89,904
Total Operating Revenues	18,599,532	17,910,578	19,077,888	18,715,457	19,154,282
OPERATING EXPENSES					
Electricity Purchased[2]	13,754,733	13,318,236	13,066,640	11,804,516	9,399,280
Administrative Fee to General Fund[3]	507,913	563,885	604,649	602,651	363,613
Other Operating Expenses	3,003,351	3,328,189	3,597,277	3,569,441	4,147,551
Total Operating Expenses	17,265,997	17,210,310	17,268,566	15,976,608	13,910,444
NET OPERATING INCOME	1,333,535	700,268	1,809,322	2,738,849	5,243,838
NON-OPERATING REVENUES (EXPENSES)[4]	4,786,358	220,763	156,531	50,176	244,361
TRANSFERS[5]	(856,831)	(841,543)	(825,791)	(909,998)	(1,319,378)
CHANGE IN NET POSITION	5,263,062	79,488	1,140,062	1,879,027	4,168,821
NET POSITION – BEGINNING[6]	$19,003,275	$24,954,113	$25,033,601	$26,173,663	$28,052,690
NET POSITION – ENDING[6]	$24,266,337	$25,033,601	$26,173,663	$28,052,690	$32,221,511

(1) Other Operating Revenues includes hookups, permits reconnection fees and miscellaneous revenue.
(2) In mid-2021, the City entered into new capacity and supply contracts at significantly reduced costs from prior years.
(3) Administrative Fee to General Fund is an annual payment to the General Fund to offset costs for shared support services. The City has departments for finance, human resources and other administrative costs that are shared through the General Fund. Each year, all departments conduct time studies and collect other cost estimates related to each department and a fee amount is transferred to General Fund.
(4) The increase in Non-Operating Revenues in Fiscal Year 2018 was due to the sale of the City's 69Kv transmission assets to Gridliance High Plains.
(5) Transfers in each Fiscal Year are attributable to an annual payment in lieu of taxes equal to 5% of gross receipts required to be transferred to the City's General Fund. Although the City has no formal policy with respect to how this transfer is made, these payments are generally to be paid only after all payments required to be paid from the net revenues of the System, including payments under the Power Purchase Agreement and debt service and other payments required on any System revenue bonds, have been made. For Fiscal Year 2022, transfers also included $330,922 for the System's portion of the City's utility billing and Central Garage (fleet) expenses.
(6) In Fiscal Year 2019, the City updated its utility software that enabled the City to better able to track account receivable balances for multiple billing dates and better estimate unbilled receivables. This change in estimates resulted in a restatement of the ending balance for Fiscal Year 2018.

Source: *Annual Comprehensive Financial Report, Fiscal Years 2018-2022.*

Litigation

There is no material litigation pending, or to the City's knowledge, threatened relating to the System or its operations.

REGULATION OF MEC AND THE UNIT POWER PURCHASER

As a body public and corporate of the State, MEC is governed by the Board, consisting of a single Director exercising one vote on behalf of each Member. MEC has seventy-two (72) members. It is not a public utility generally subject to rate regulation by FERC under the Federal Power Act (the *"FPA"*), and it is not anticipated that the charges to be made by MEC for power and energy sold to the Unit Power Purchaser will be subject to regulation by FERC under the FPA. However, certain provisions of the FPA apply to non-public utility entities including MEC. In addition, as a transmission owning member of SPP, certain FPA and FERC regulation apply to the rates, terms, and conditions of service in the SPP RTO Balancing Authority Area. See the caption "FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY – Federal Regulation of Transmission."

As a governmental instrumentality of the State, MEC is not an electrical corporation subject to the jurisdiction or regulation of the Missouri Public Service Commission (the "*Missouri PSC*") as to rates, financing, siting, or construction of facilities or other matters. Prior to a State constitutional amendment approved in 2002, MEC's purchase or construction of facilities would have incurred Missouri PSC jurisdiction. The elimination of this provision by the amendment, together with enactment of legislation in 2004 streamlining financing procedures, has contributed to MEC's project activity and growth in membership and load. Individual municipal utilities in Missouri likewise are free from Missouri PSC jurisdiction, except for certain authority of the Missouri PSC regarding safety matters and the Missouri PSC's authority to approve voluntary territorial agreements filed by two or more utilities.

Traditional vertical integration and monopoly service territories exist under Missouri electric utility law and regulation. The service area of each Missouri Investor-Owned Utility (*"IOU"*) is defined by certificate of the Missouri PSC. Municipal utility service areas generally are co-extensive with city boundaries. Annexed areas may be served by the municipal utility and by an incumbent IOU so long as it remains certificated. All territorial service area boundaries are subject to adjustment by agreement of two or more affected utilities and approval of the Missouri PSC.

FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

General

The electric utility industry has been, and in the future may be, affected by a number of actions which could impact the financial condition of any public electric power utility such as MEC or its Members. Such factors include, among others: (i) effects of inflation on the operation and maintenance costs of an electric utility and its facilities or other increases in costs, (ii) changes from projected future load requirements and relative costs and availability of different fuels, (iii) effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative requirements, (iv) changes resulting from conservation and demand side management programs on the timing and use of electric energy, (v) changes that might result from a national energy policy and a renewable energy portfolio or other federal or state legislative changes, (vi) effects of competition from other suppliers of electricity (including increased competition resulting from mergers, acquisitions, and "strategic alliances" of competing electric (and gas) utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of producing low cost electricity, (vii) increased competition from independent power producers and marketers and brokers, (viii) "self-generation" or "distributed generation" (such as microturbines, fuel cells, and solar installations) by certain industrial and commercial customers, (ix) inadequate risk management procedures and practices with respect to, among other things, the purchase and sale of energy and transmission capacity, (x) effects of possible manipulation of electric markets, (xi) effects on the integration and reliability of the power supply from the increased usage of renewables, (xii) potential repeal of certain federal statutes that would have the effect of increasing the competitiveness of many investor-owned utilities, (xiii) financial difficulties, including bankruptcy, of fuel suppliers and/or renewable energy suppliers, (xiv) changes in the electric market structure for neighboring electric grids, (xv) sudden and dramatic increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, (xvi) effects of changes in the economy, population and demand of customers in the service areas of the Members, (xvii) acts of terrorism or cyberterrorism, (xviii) natural disasters or other physical calamities, including but not limited to, rising water levels, floods, drought, winter storms, and wildfires, and potential liabilities of electric utilities in connection therewith, (xix) changes in revenues due to unseasonable changes in the weather, and (xx) adverse impacts to the market for insurance relating to natural disasters or other physical calamities, leading to higher costs or prohibitively expensive coverage, or limited or unavailability of coverage for certain types of risk. Public power utilities also are affected by factors related to their ability to issue tax-exempt obligations and restrictions on the ability to sell, to non-governmental entities, power and energy from generation projects that are financed with outstanding, tax-exempt debt. MEC and its Members also could be adversely affected by technological or market developments that change the relative costs of the electric power and energy that MEC provides to its Members in comparison with the costs of electric power and energy available in the region.

MEC cannot predict what effects these factors will have on the business, operations, and financial condition of MEC or its Members. Information on the electric utility industry is available from legislative and regulatory bodies and other sources in the public domain.

Recent Developments

COVID-19 Pandemic.

Beginning in March 2020, MEC operations were impacted by the outbreak of a novel coronavirus ("*COVID-19*") that affected global, national, and local communities' way of life. MEC's Members experienced noticeable load reductions, strains on customers' ability to pay, and loss of customers, however, MEC did not experience any material financial effects on cashflows or delinquencies from its members.

Winter Storm Uri.

In February 2021, portions of the southwest and midwest regions experienced an extended severe cold weather event known as Winter Storm Uri. This event caused natural gas delivery equipment to freeze and limited the availability of natural gas in a time of very high demand with freezing temperatures. The scarcity of natural gas during this event caused natural gas prices to increase, which had a corresponding increase in market electricity prices for these few days. This event significantly increased the February energy costs for MEC's three power pools. In addition to operational impacts on MEC owned generation facilities, several MoPEP Members experienced a lack of performance in other generation facilities they own due to fuel issues and other winterization-related issues.

In an effort to smooth out the electric cost increases to MEC's power pool members caused by Winter Storm Uri, MEC offered its members the option of repaying electric costs over a period not to exceed 24 months. Some members elected to pay within 60 days, others opted for the 24-month period. MEC used a combination of cash on hand and its line of credit to fund this payment plan. In June 2021, MEC used a $50 million Missouri Utility Emergency Loan Program that was created for municipal utilities who experienced extraordinary natural gas and electric prices during Winter Storm Uri. The borrowing under this relief fund provides zero percent loans with a payback period of no more than five years for the members of the three power pools, and was used to repay previous borrowings under MEC's Revolving Line of Credit.

As a result of Winter Storm Uri, MEC continues to focus its attention on extreme cold conditions and target solutions that will increase resilience and winterization of generation assets where necessary.

Cybersecurity and Physical Security.

Recent well-publicized cyberattacks on critical infrastructure targets demonstrate the vulnerability of certain U.S. infrastructure assets. Cyberattacks on the nation's electrical grid have occurred in the past and their effects are likely to become more intensive and may cause material damage.

MEC moved its operations in January 2022 to its newly constructed 43,000 square foot office building and separate 13,000 square foot training center. MEC's 24/7 control room operations are now contained within an adverse-weather reinforced structure with controlled access and a secure operating environment. Additionally, this secured area houses MEC's information technology and supervisory control and data acquisition systems in a secure and stable environment in the event the main MEC operations are inoperable.

MEC invests in physical and cybersecurity protections, including monitoring of certain systems and protections for its operations and corporate information technology. MEC has procured insurance covering cybersecurity incidents. MEC has not observed any cybersecurity incidents that would have a material effect on its operations or financial condition.

Federal Regulation of Transmission

Fundamental changes in the federal regulation of the electric utility industry were made by the Energy Policy Act of 1992 (the "*Energy Policy Act*") particularly in the area of transmission access. The purpose of these changes, in part, was to bring about increased competition in the electric utility industry. The Energy Policy Act authorized FERC – upon application by an electric utility, federal power marketing agency, or other power generator – to require a transmitting utility to provide transmission services to the applicant on a cost-of-service basis. Municipally-owned electric utilities are "transmitting utilities" for this purpose.

In 1996, FERC issued two rules on transmission access. Order No. 888 required all FERC jurisdictional utilities to provide transmission service on a non-discriminatory basis. As part of Order No. 888, FERC established a pro forma Open Access Transmission Tariff. Order No. 889 established rules of conduct for open-access providers, including a requirement to separate operationally power sales from transmission. Order No. 1000, issued by FERC in 2011, requires public utility transmission providers to improve transmission planning processes and allocate costs for new transmission facilities to beneficiaries of those facilities, and requires public utility transmission providers to align transmission planning and cost allocation to remove barriers to development of transmission facilities. FERC is currently considering additional reforms to regional transmission planning processes and transmission cost allocation aimed at alleviating challenges to the transition grid posed by a changing generation resource mix in FERC Docket No. RM21-17. Municipally-owned electric utilities are not subject to FERC jurisdiction under these orders but may be denied transmission service by a FERC-jurisdictional utility if they do not offer comparable transmission services.

MEC currently owns two transmission facilities (see "MISSOURI PUBLIC ENERGY POOL #1 – Transmission" herein) and certain of its Members own facilities which are currently classified as transmission facilities. Such transmission-owning Members and MEC are subject to FERC rules described above.

RTO-Operated Markets

In addition to coordinating wholesale transmission operations and services, RTOs operate centralized markets for wholesale electricity products such as capacity, energy, and ancillary services. By virtue of having members and generating resources located in MISO, MEC is subject to the tariff provisions and business practices governing the operation of wholesale electricity markets in this RTO. As a result, MEC's costs of securing power to meet its Members' needs are affected by the market and administrative mechanisms approved by FERC for use in setting prices for energy, capacity, and ancillary services (as well as transmission service) in MISO.

The nature and operations of RTOs and RTO markets continue to evolve, and MEC cannot predict whether their existence will meet FERC's goal of reducing transmission congestion and costs and creating a competitive power market.

Energy Policy Act of 2005

The Energy Policy Act of 2005 (the "*2005 Energy Policy Act*") addressed a wide array of energy matters that could affect the entire electric utility industry, including MEC and its Members. Among other things, the 2005 Energy Policy Act: (a) authorizes FERC to require non-FERC jurisdictional utilities to provide open access to their transmission systems and to comply with certain rate change provisions of the FPA; (b) authorizes FERC to order refunds for certain short-term, wholesale sales by state and municipal power entities if such sales violate FERC-approved tariffs or FERC rules; (c) allows load-serving entities that hold certain firm transmission rights to continue to use those rights to serve their customers; (d) provides for the establishment of a national electric reliability organization to develop and enforce, subject to FERC's oversight, mandatory reliability standards for operation of the transmission grid; (e) prohibits market manipulation and submission of false information; (f) gives FERC certain authority to issue construction permits for transmission projects that are to be located in "national interest electric transmission corridors" to be designated by the Department of Energy, as subsequently clarified by the Infrastructure Investment and Jobs Act; (g) eliminates certain ownership restrictions on qualifying cogeneration and small power production facilities under the Public Utility Regulatory Policies Act and authorizes FERC to eliminate prospectively utilities' obligation to purchase from these qualifying facilities under certain circumstances; (h) requires state utility regulatory commissions and "non regulated electric utilities" to consider adopting certain standards on net metering, fuel diversity, fossil fuel plant diversity, certain metering and time-based rate schedules and demand response, and interconnection with distributed generation facilities; (i) replaces regulation of utility holding companies under the Public Utility Holding Company Act of 1935 with more limited oversight of such companies; (j) increases FERC's authority to review mergers of public utility companies; and (k) directs FERC to establish, for transmission companies whose rates are regulated by FERC, rate incentives to invest in transmission.

Pursuant to the 2005 Energy Policy Act, certain reliability standards that have been promulgated by the North American Electric Reliability Corporation ("*NERC*") and adopted by FERC apply to municipally-owned electric utilities. In March 2007, FERC issued Order No. 693 entitled "Mandatory Reliability Standards for the Bulk-Power System" or "Reliability Standards Order." In Order No. 743, following a series of related orders and filings from NERC, FERC revised its definition of bulk-electric system to establish a bright-line threshold that includes all facilities operated at or above 100-kV, removed regional entity discretion, and adopted specific facility inclusions or exclusions from the definition proposed by NERC. FERC has more recently issued a series of orders requiring that NERC implement new standards relating to cybersecurity and risks associated with the supply chain for the bulk-electric system. In Order No. 848, FERC directed NERC to promulgate a new rule requiring users to report incidents that both compromise or attempt to compromise the bulk-electric system. FERC followed this up with Order No. 850 in which it approved supply chain risk management reliability standards submitted by NERC. The Order No. 850 standards included requirements that covered entities develop plans to address cybersecurity risks from vendor supplied products and services, vendor remote access sessions, and the integrity of software and patches. In Order No. 851, FERC approved enhanced requirements related to geomagnetic disturbances. In August 2021, FERC approved cold weather reliability standards that require generators to implement plans to prepare for cold weather and exchange certain generator cold weather operating parameters.

Climate Change and Possible Future Climate Change Legislation

This section provides a brief summary of certain actions taken or under consideration regarding the regulation and control of greenhouse gases ("*GHGs*") that have the potential to impact certain MEC-owned assets.

Limitations on emissions of GHGs, including CO2, create significant exposure for electric fossil-fuel-fired generation facilities. The United States Environmental Protection Agency (the "*EPA*") issued final rules regulating CO2 emissions from various classes of electric generating units ("*EGUs*") in October 2015. The rules for existing generation, known as the Clean Power Plan (the "*CPP*"), would not directly regulate GHG emissions by specific EGUs, but instead would impose state-by-state caps on aggregate GHG emissions, allowing respective states to develop their own method to comply with their emissions cap. On February 9, 2016, the Supreme Court of the United States voted 5-4 to place a stay on the CPP, and on July 8, 2019, the Affordable Clean Energy ("*ACE*") rule, finalized on July 8, 2019, replaced the CPP and applied only to large coal-fired power generating plants. On January 19, 2021, the D.C. Circuit Court vacated the ACE rule. While the ACE rule was reinstated on October 27, 2022, such that states were once again obligated to submit the state plans required under the rule, on March 7, 2023, the EPA extended the state submittal deadline under the ACE Rule to April 15, 2024, making it clear that states are not expected to take immediate action to develop and submit plans under Clean Air Act section 111(d) with respect to greenhouse gas emissions from power plants at this time. On May 11, 2023, the EPA stated that it intends to repeal the ACE Rule as part of new carbon dioxide emissions standards for coal and gas-fired power plants further described below under the subheading "– Additional Environmental Regulations."

The EPA has indicated that it will revisit options for regulating electric fossil-fuel-fired generation sources.

The Biden Administration has signaled a renewed focus on mitigating the effects of climate change as demonstrated through executive orders, the U.S. rejoining the Paris Climate Accords, and announcement of a "whole government" approach to climate change efforts. In addition, Congressional Democrats have announced their intent to pursue climate mitigation measures and clean energy actions as a legislative priority. MEC continues to actively review and track legislative proposals, draft bills, hearings, and regulatory activity that impacts GHG emissions, clean energy standards, or climate activity.

MEC cannot predict what, if any, bill may become law. From time-to-time various bills are introduced in Congress and in state legislatures and regulations are proposed by various agencies (both federal and state) that could, if enacted into law, impact the regulation of the electric industry. MEC cannot predict at this time whether any additional legislation or rules will be enacted at the state or federal level that will affect MEC's operations, the operation of the Solar Project or the operations of its Members, and if such laws are enacted, what the impact of such actions to MEC or its Members might be in the future.

Additional Environmental Regulations

In May 2010, the EPA issued a final rule on GHG from stationary sources under the Clean Air Act. The so-called Tailoring Rule, which became effective January 2, 2011, applies to new facilities which emit at least 100,000 tons of GHG per year or substantially modified facilities which emit at least 75,000 tons of GHG per year. Affected facilities are required as part of the permitting process to undergo a best available control technology review to determine what additional emission controls or mitigation strategies, if any, could be implemented to further reduce emissions. Because the Dogwood Generating Facility commenced operations prior to January 2, 2011, it is not currently required to undergo the review.

On May 11, 2023, the EPA issued proposed new carbon dioxide emissions standards for coal and gas-fired power plants through (i) updates to the New Source Performance Standards (*"NSPS"*) for fossil fuel-fired stationary combustion turbines (generally natural gas-fired), (ii) emission guidelines for large, frequently used existing fossil fuel-fired stationary combustion turbines (generally natural gas-fired), and (iii) emission guidelines for existing fossil fuel-fired steam generating EGUs (generally coal-fired). Starting in 2030, the proposals would generally require more CO_2 emissions control at such plants that operate more frequently and for more years, and would phase in increasingly stringent requirements over time. The proposed requirements vary by the type of unit (new or existing, combustion turbine or utility boiler, coal-fired or natural gas-fired), how frequently it operates (base load, intermediate load, or low load (peaking) and its operating horizon (i.e., planned operation after certain future dates). The EPA accepted comments on the proposal through on August 8, 2023.

As proposed, the economic fundamentals of fossil fuel generating assets would change, including the life expectancy, availability, capacity, and overall value of these critical resources. There are three main options for compliance which include: (i) switching to cofiring with natural gas; (ii) capturing carbon; and (iii) fueling with hydrogen gas that is produced with renewable or nuclear energy.

MEC has reviewed the proposed regulations and possible impacts and has submitted comments to the EPA expressing concerns. MEC is currently examining compliance options, including fuel switching and carbon capture options.

National Ambient Air Quality Standards.

The Clean Air Act requires that the EPA establish National Ambient Air Quality Standards ("*NAAQS*") for certain air pollutants. When a NAAQS has been established, each state must identify areas in its state that do not meet the EPA standard (known as "non-attainment areas") and develop regulatory measures in its state implementation plan to reduce or control the emissions of that air pollutant in order to meet the applicable standard and become an "attainment area." The EPA periodically reviews the NAAQS for various air pollutants and has in recent years increased, or proposed to increase, the stringency of the NAAQS for certain air pollutants. These developments may result in stringent permitting processes for new sources of emissions and additional state restrictions on existing sources of emissions, such as power plants.

In addition, the U.S. Supreme Court found in its review of *EPA v. EME Homer City Generation, LP* that the EPA has authority to impose a Cross-State Air Pollution Rule (the "*Transport Rule*") which curbs air pollution emitted in upwind states to facilitate downwind attainment of three NAAQS. The EPA issued rulings on October 1, 2015, lowering the ozone standard to 70 ppb, and on December 6, 2018 implementing ozone NAAQS for non-attainment areas and addressing state implementation plan requirements.

On July 15, 2020, the EPA announced a proposed decision to retain the existing 70 ppb ozone standard. The decision was finalized on December 7, 2020. President Biden issued an executive order instructing the EPA to consider suspending, revising, or rescinding the decision.

On June 10, 2021, the EPA announced that it will reconsider the previous administration's decision to retain the particulate matter NAAQS, which were last strengthened in 2012. The EPA stated that it is reconsidering the previous administration's December 2020 decision to retain existing standards because available scientific evidence and technical information indicate that the current standards may not be adequate to protect public health and welfare, as required by the Clean Air Act. While some particulate matter is emitted directly from sources such as construction sites, unpaved roads, fields, smokestacks, or fires, most particles form in the atmosphere as a result of complex reactions of chemicals such as sulfur dioxide and nitrogen oxides, which are pollutants emitted from power plants and other sources. On August 21, 2023, the EPA announced it will initiate a new statutory review of the NAAQS and the underlying air quality criteria and will wrap its reconsideration process of the 2020 NAAQS decision into that review. The EPA has released a timeline which envisions the release of an integrated review plan in fall of 2024.

Mercury and Air Toxics Standards Rule.

The Clean Air Act provides for a comprehensive program for the control of hazardous air pollutants ("*HAPs*"), including mercury. On February 16, 2012, EPA finalized a rule called the Mercury and Air Toxics Standards ("*MATS*") to reduce emissions of toxic air pollutants, including mercury, from coal- and oil-fired electric generating units, and subsequently amended the rule in 2013 and 2014. The MATS rule set technology-based emission limitation standards for mercury and other toxic air pollutants, based upon reductions available through the use of "maximum achievable control technology" at coal- and oil-fired electric generating units. On April 3, 2023, the EPA proposed an update to the MATS rule to reflect recent developments in control technologies and the performance of these plants. Under the EPA's proposal, the emission of non-mercury HAP metals from existing coal-fired power plants would be reduced by approximately 67 percent and emission limits for mercury for existing lignite-fired power plants would also be reduced by 70 percent. The comment period on the proposed update expired in late June 2023.

MEC's currently owned and long-term coal-fired assets are not expected to need any retrofits to comply with the final rule.

Internal Combustion Maximum Achievable Control Technology Rule.

In 2010, the EPA issued a final rule regulating hazardous air pollutant emissions from Compression Ignition Reciprocating Internal Combustion Engines ("*CI-RICE*") larger than 100 braking horsepower, including formaldehyde. The rule provided differing mandatory requirements for engines based on total horsepower, with the most stringent controls, including the installation of catalytic converters, reserved for units over 500 horsepower. MEC's Member Capacity included over 200 of these units. The rule allows cities to designate these units for "emergency only" operation and generate with the units without any emission controls when power is interrupted from their regular supplier. MEC had some portion of its Member Capacity retired in the past years due to the cost of retrofitting and operating under the new rule. All Members that are currently counted for resource adequacy are in compliance with the CI-RICE rule. MEC and certain Members are considering retrofitting certain eligible units based on the value of capacity in the market.

LITIGATION

At the time of delivery of the Series 2023 Bonds, MEC will certify that other than matters disclosed in this Official Statement, there is no litigation or other proceeding pending or, to the knowledge of MEC, threatened in any court, agency or other administrative body (either state or federal) restraining or enjoining the authorization, issuance, sale or delivery of the Series 2023 Bonds or the collection of Revenues, or in any way questioning or affecting: (i) the proceedings under which the Series 2023 Bonds are to be issued, (ii) the validity of any provision of the Series 2023 Bonds or the Indenture, (iii) the pledge by MEC under the Indenture, (iv) the validity or enforceability of the Indenture, the Ground Lease, and the Power Purchase Agreement, or (v) the legal existence of MEC or the title to office of the officials of MEC.

CONTINUING DISCLOSURE UNDERTAKING

Pursuant to a Continuing Disclosure Undertaking to be entered into by MEC simultaneously with the delivery of the Series 2023 Bonds (the "*Continuing Disclosure Undertaking*"), MEC will covenant for the benefit of the Bondowners and the "Beneficial Owners" (as defined in the Continuing Disclosure Undertaking) of the Series 2023 Bonds to provide, on an annual basis, by not later than five months after the end of each of MEC's fiscal years (presently, by each May 31), commencing with the report for the fiscal year ending December 31, 2023, certain financial information and operating data relating to (a) MEC and (b) the Unit Power Purchaser (the "*Annual Disclosure Report*"), and to provide notices of the occurrence of certain enumerated events with respect to the Series 2023 Bonds. The Annual Disclosure Report and any notices of such events will be filed by or on behalf of MEC with the Municipal Securities Rulemaking Board ("*MSRB*"), through its Electronic Municipal Market Access system (*"EMMA"*), in the electronic format prescribed by the MSRB. The specific nature of the information to be contained in the Annual Disclosure Report or the notices of events is set forth in the form of the Continuing Disclosure Undertaking attached hereto as APPENDIX F. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

For the past five years, MEC has separately maintained disclosure of its audited financial statements via its website (www.mpua.org). The information presented on MEC's website is not incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

MEC believes it has complied during the past five years with its prior undertakings under the Rule.

If MEC fails to comply with any provision of the Continuing Disclosure Undertaking, any Bondowner or Beneficial Owner (as defined below) of the Series 2023 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause MEC to comply with its obligations under the Continuing Disclosure Undertaking. *"Beneficial Owner"* will be defined in the Continuing Disclosure Undertaking to mean any person holding a beneficial ownership interest in Series 2023 Bonds through nominees or depositories (including any person holding such interest through the book-entry only system of DTC). IF ANY PERSON SEEKS TO CAUSE MEC TO COMPLY WITH ITS OBLIGATIONS UNDER THE CONTINUING DISCLOSURE UNDERTAKING, IT IS THE RESPONSIBILITY OF SUCH PERSON TO DEMONSTRATE THAT IT IS A "BENEFICIAL OWNER" WITHIN THE MEANING OF THE CONTINUING DISCLOSURE UNDERTAKING.

UNDERWRITING

The Series 2023 Bonds are being purchased by Stephens Inc., Little Rock, Arkansas (the "*Underwriter*") pursuant to a purchase contract by and between MEC and the Underwriter. The purchase price for the Series 2023 Bonds shall be $17,950,254.30 (representing the principal amount of the Series 2023 Bonds, plus an original issue premium of $572,008.15, less an underwriting discount of $76,753.85). The Purchase Contract provides that the Underwriter will purchase all of the Series 2023 Bonds if any are purchased. The Underwriter may offer and sell the Series 2023 Bonds to certain dealers and others (including dealers and others depositing Series 2023 Bonds into investment trusts) at prices lower than the initial offering prices set forth on the inside cover page hereof, and such initial offering prices may be changed, from time to time, by the Underwriter.

The Underwriter and certain related affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and certain related affiliates have provided, and may in the future provide, a variety of these services to MEC and to persons and entities with relationships with MEC, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of MEC (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with MEC. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATING

Moody's Investors Service ("*Moody's*") has assigned the rating of "Aa3" to the Series 2023 Bonds. The rating by Moody's of the Series 2023 Bonds reflects only the views of such organization and any desired explanation of the significance of such rating and any outlook or other statements given by Moody's with respect thereto should be obtained from Moody's, at the following addresses: Moody's Investors Service, 7 World Trade Center, New York, New York 10007.

Generally, a rating agency bases its rating and outlook (if any) on the information and materials furnished to it and on investigations, studies, and assumptions of its own. MEC has furnished to Moody's agency rating certain information about MEC and the Series 2023 Bonds, including information not included in this Official Statement. Generally, a rating agency bases its rating and outlook (if any) on the information and materials furnished to it and on independent investigations, studies and assumptions made by such rating agency. There is no assurance that such ratings will be in effect for any given period of time or that they will not be revised upward or downward or withdrawn entirely by such rating agencies if, in the judgment of such agencies, circumstances so warrant. Those circumstances may include, among other things, changes in or unavailability of information relating to MEC and the Series 2023 Bonds. Any such downward revision or withdrawal of any ratings may have an adverse effect on the market price of the Series 2023 Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Series 2023 Bonds. This summary is based upon laws, regulations, rulings, and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts, and other tax deferred accounts and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local, and other tax considerations of holding and disposing of the Series 2023 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to MEC, under the law existing as of the issue date of the Series 2023 Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Series 2023 Bonds is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Series 2023 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2023 Bonds, subject to the condition that MEC comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. MEC has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023 Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Series 2023 Bonds. Bond Counsel is expressing no opinion regarding other federal, state, or local tax consequences arising with respect to the Series 2023 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2023 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2023 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange, or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Series 2023 Bond, an owner of the Series 2023 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2023 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2023 Bond. To the extent a Series 2023 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023 Bond has been held for more than 12 months at the time of sale, exchange, or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest, and premium paid on the Series 2023 Bonds, and to the proceeds paid on the sale of the Series 2023 Bonds, other than certain exempt recipients (such as corporations and foreign entities).

A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2023 Bonds should be aware that ownership of the Series 2023 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership, and disposition of the Series 2023 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

APPROVAL OF LEGAL PROCEEDINGS

The validity of the Series 2023 Bonds and certain other legal matters are subject to the approving opinion of Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX G hereto. Gilmore & Bell, P.C. will also pass on certain legal matters relating to this Official Statement.

FINANCIAL ADVISOR

Ramirez & Co., Inc. (the "*Financial Advisor*") has assisted MEC with various matters relating to the planning and structuring of the Series 2023 Bonds. The Financial Advisor assumes no responsibility for the accuracy, completeness, or fairness of this Official Statement.

FINANCIAL STATEMENTS

Attached as APPENDIX A to this Official Statement are MEC's audited financial statements for the fiscal years ending December 31, 2022 and 2021. MEC's financial statements as of and for the fiscal year ending December 31, 2022 and 2021, have been audited by FORVIS, LLP, independent auditors, as stated in their report thereon.

MISCELLANEOUS

During the initial offering period of the Series 2023 Bonds, copies of the proposed form of the Indenture and the form of the Power Purchase Agreement may be obtained from MEC upon written request. Requests should be addressed to Missouri Electric Commission, 2200 Maguire Boulevard Columbia, Missouri 65201, Attention: John Twitty, President and Chief Executive Officer.

This Official Statement contains forward-looking statements and projections that refer to future matters, which necessarily are dependent on economic conditions and marketplace conditions. Please be aware that such forward-looking statements may differ from actual results and that past performance is not a guarantee of future results.

Any statements made in this Official Statement involving matters of opinion or of estimates or projections, whether or not expressly so stated, are set forth as such and not as representations of fact and no representation is made that any of the estimates or projections will be realized.

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The delivery of this Official Statement has been duly authorized by MEC.

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

APPENDIX A

AUDITED FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT FOR FISCAL YEARS ENDING DECEMBER 31, 2022 AND 2021

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REPORT OF

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

D/B/A

MISSOURI ELECTRIC COMMISSION

DECEMBER 31, 2022 and 2021

FORVIS
1248 O Street, Suite 1040 / Lincoln, NE 68508
P 402.473.7600 / F 402.473.7698
forvis.com

Independent Auditor's Report

Board of Directors
Missouri Joint Municipal Electric Utility Commission
d/b/a Missouri Electric Commission
Columbia, Missouri

Opinions

We have audited the financial statements of the business-type activities, each major fund, and the aggregate remaining fund information of the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (MEC), as of and for the years ended December 31, 2022 and 2021, and the related notes to the financial statements, which collectively comprise MEC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, each major fund, and the aggregate remaining fund information of the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission, as of December 31, 2022 and 2021, and the respective changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of MEC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MEC's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MEC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about MEC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise MEC's basic financial statements. The combining non-major fund financial statements and the schedule of changes in restricted bond accounts are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining non-major fund financial statements and the schedule of changes in restricted bond accounts are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

FORVIS, LLP

Lincoln, Nebraska
May 26, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management of the Missouri Electric Commission ("MEC") offers interested parties this discussion and analysis of the financial performance of MEC and an overview of MEC's financial activities for the fiscal years ended December 31, 2022 and 2021. Please read this narrative in conjunction with the accompanying financial statements and notes thereto, which follow this section.

Overview of MEC

MEC was formed with the main purpose of providing reliable, sufficient and economical electric capacity and energy for the benefit of member municipalities and their residents. Current operations largely entail three full requirements energy pools within MEC and joint ownership interest in power generating projects with other entities. Contractual agreements between MEC and its members define the entitlements of pool and project participation. MEC's power pools and jointly-owned projects are listed below.

- MEC Full-Requirement Power Pools
  - The Missouri Public Energy Pool #1 ("MoPEP" - 35 members)
  - The Mid-Missouri Municipal Public Energy Pool ("MMMPEP" - 13 members, 14 members in 2023)
  - The Southwest Missouri Public Energy Pool ("SWMPEP" – 2 members, Third member started in 2023) started June 1, 2020
- MEC Jointly-Owned Power Projects
  - The Plum Point Generation Project
  - The Iatan Unit 2 Generation Project
  - The Prairie State Generation Project
  - The Dogwood Energy Generation Project

MEC became a transmission owner in 2022 with the purchase of a transmission line in southern Missouri. MEC is an owner of the transmission projects listed below.

- Nixa (wholly owned by MEC)
- Hannibal (jointly owned by MEC)

Overview of the Financial Statements

This report consists of three parts: Management's Discussion and Analysis (this section), the Financial Statements, and Supplementary Information. The Financial Statements are comprised of the Government-wide Financial Statements; the Fund Financial Statements; and the Notes to Financial Statements.

MEC's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"), as applicable to governmental entities and uses the Uniform System of Accounts prescribed by the Federal Energy Regulatory Commission ("FERC"). MEC applies the accounting principles of Governmental Accounting Standards Board Statement No. 62 (GASB 62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 Financial Accounting Standards Board ("FASB") and AICPA Pronouncements, that pertain to regulated operations. Accordingly, revenues and expenses are matched to current and future periods in which the revenues are earned, or the expenses are recovered through the rate-making process that is under the control of MEC's Board of Directors.

The Government-wide Financial Statements provide a broad overview of MEC's finances. These financial statements include the Statements of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, and the Statements of Cash Flows.

The Fund Financial Statements are used to aid financial management by segregating transactions related to certain functions or activities and to ensure compliance with contractual and finance-related legal requirements. These financial statements include the Combining Statements of Net Position, Combining Statements of Revenues, Expenses, and Changes in Net Position, and the Combining Statements of Cash Flows.

The financial statements are prepared using proprietary or enterprise fund accounting. Proprietary funds account for operations that are designed to be self-supporting. The accounting and financial reporting practices of proprietary funds are similar to those used for business enterprises and focus on capital maintenance and the flow of economic resources using accrual accounting.

The supplemental information is separated into two sections; the first section is referred to as Required Supplementary Information and its presentation is required by GAAP. The second section is referred to as Supplementary Information and is not required by GAAP to be presented. The Supplementary Information section is presented by management to provide additional information on the individual funds comprising MEC's financial statements for the purposes of additional analysis.

The Statements of Net Position presents MEC's financial position as of the end of the years presented. Information is displayed on assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases and decreases in MEC's net position are one indicator of whether MEC's financial health is improving or deteriorating. Other factors to consider include MEC's wholesale electric rates, MEC's continued investment in capital assets, and MEC's ability to maintain or exceed debt coverage levels and other covenants required by its bond indentures.

The Statements of Revenues, Expenses and Changes in Net Position present information detailing the revenues, expenses, and deferred inflows and outflows that resulted in the change in net position that occurred during the years presented. All revenues, expenses, and deferred inflows and outflows are reported on an accrual basis, following GAAP for regulated operations. This means that the revenue, expense, or deferred inflows and outflows are recognized as soon as the underlying event gives rise to when the change occurs, regardless of when the actual cash is received or paid. Thus, revenues, expenses, and deferred inflows and outflows are reported in these statements for some items that will not result in cash flows until future periods. Further, GAAP for regulated operations requires a matching of revenues and expenses for when costs are recoverable in MEC's rates.

The Statements of Cash Flows present the cash inflows and outflows of MEC categorized by operating, noncapital financing, capital and related financing, and investing activities. It reconciles the beginning and end-of-year cash and cash equivalents balances contained in the Statements of Net Position. The effects of accrual accounting are adjusted out and non-cash activities, such as depreciation, are removed to supplement the presentation in the Statements of Revenues, Expenses and Changes in Net Position.

The Notes to Financial Statements follow the above-mentioned financial statements and provide additional information that is essential to having a full understanding of the information provided.

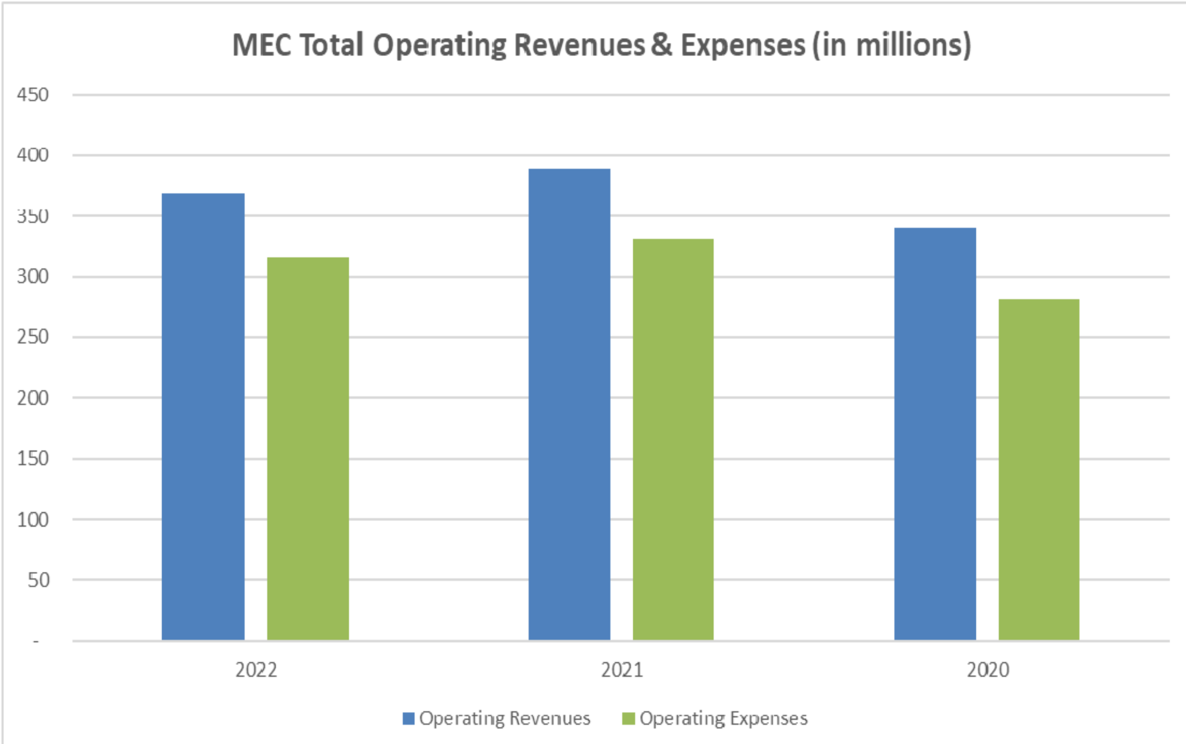
Significant Events

The construction of MEC's new office and training center was substantially completed in December 2021. The office building furnishings and equipment were installed in December 2021 and January 2022 and MPUA staff took occupancy of the building in January 2022. The total construction, furnishings and equipment cost for the two buildings totaled $23 million with funding coming from past and future interest earnings on MEC investments. Funding from investment interest allows MEC members to not be billed for the cost of the buildings or the initial cost of the furnishings or equipment. Operating and maintenance costs are to be paid through MEC's non-major funds and will be allocated to the other MEC funds based on the number of full-time equivalent employees. Missouri Association of Municipal Utilities ("MAMU") and the Missouri Gas Commission ("MGC") will pay their allocable portion to MEC for their share of the building costs.

In December 2022, MEC exercised its option and purchased four solar power generating projects located in the MoPEP cities of Macon, Chillicothe, Lebanon, Higginsville, and Farmington, Missouri for which MEC had long-term power purchase agreements dedicated to that pool. The exercise of the option on the last remaining MoPEP solar project is expected in mid-2023. Additionally, MEC purchased a solar farm in the city of Nixa, Missouri ("Nixa") in April 2023, with all of the energy dedicated to Nixa.

Financial Highlights

	2022	2021	2020
Net Position (equity)	$ 96,750,136	$ 100,474,929	$ 95,669,856
Change in Net Position (net income (loss))	(3,724,793)	4,805,073	12,338,621
Capital Improvements	59,688,439	48,524,362	22,728,572



	2022	2021	2020
Coincident Peak Demand			
MoPEP	531 megawatts	526 megawatts	495 megawatts
MMMPEP	124 megawatts	122 megawatts	105 megawatts
SWMPEP	62 megawatts	58 megawatts	56 megawatts
Electric Sales (in megawatt hours)			
MoPEP	2,587,670	2,514,342	2,455,283
MMMPEP	607,567	583,716	570,011
SWMPEP	301,481	293,640	176,330
Plum Point	973,894	925,566	729,758
Iatan 2	483,364	558,682	529,288
Prairie State	1,435,683	1,577,449	1,409,665
Revenue Bond Credit Ratings			
MoPEP (Moody's/Fitch)	A2 / A	A2 / A	A2 / A
Plum Point (Moody's/Fitch/S&P)	A3 / A / A-	A3 / A / A-	A3 / A / A-
Iatan 2 (Moody's/Fitch)	A2 / A	A2 / A	A2 / A
Prairie State (Moody's/Fitch)	A2 / A	A2 / A	A2 / A

Each MEC revenue bond issuance is secured by the revenues of the respective power pool or project and requires each to have separate ratings.

Financial Analysis

The following tables and statements present summarized financial position and operating results as of and for the years ended December 31, 2022, 2021 and 2020. Additional details are available in the accompanying financial statements.

Capital Assets

MEC's investment in capital assets include land, buildings, power generation projects, construction projects in process, machinery and equipment, software, and leased assets, and are shown net of accumulated depreciation and amortization. MEC's increase in capital assets in 2022 is from the purchase of 5 solar power generating projects during the year for approximately $26.4 million and the purchase of two transmission projects for approximately $18.5 million. MEC's overall increase in capital assets in 2022 was less than the additions below due to depreciation of plant assets.

Long-Term Debt

The list of MEC's outstanding long-term debt can be seen in Note 6, including the current portion and net of unamortized premiums and discounts by fund. The increase in long-term debt in 2022, is from additional debt issued during the year for the purchase of additional solar projects and for the purchase of two transmission projects. The increase in long-term debt in 2021, including the Missouri Utility Emergency Loan Program (MUELP), is from additional debt issued during the year for four solar projects, construction of the new office and training center and borrowing from the MUELP for Winter Storm Uri.

Debt Service Coverage

MEC calculates debt service coverage ratios to measure the cash flow available to pay debt obligations and measure its ability to meet annual debt service payments. MEC's bond agreements require certain minimum debt service ratios be met by MoPEP (1.10 coverage) or project funds (1.0 coverage). MEC continues to meet or exceed its minimum debt service requirements for each fund.

Statements of Net Position as of December 31 (in millions)

	2022	2021	2020	2022 - 2021 Change	2021 - 2020 Change
Assets					
Capital Assets	$ 1,177.1	$ 1,163.4	$ 1,156.6	$ 13.7	$ 6.8
Other Noncurrent Assets	181.2	189.4	187.8	(8.2)	1.6
Current Assets	154.4	146.3	130.1	8.1	16.2
Total Assets	1,512.7	1,499.1	1,474.5	13.6	24.6
Deferred Outlows of Resources	30.7	32.9	35.4	(2.2)	(2.5)
Total Assets and Deferred Outflows of Resources	$ 1,543.4	$ 1,532.0	$ 1,509.9	$ 11.4	$ 22.1
Liabilities					
Long-Term Debt	$ 1,226.6	$ 1,233.2	$ 1,248.1	$ (6.6)	$ (14.9)
MO Utility Emergency Loan Program	11.1	15.2	-	(4.1)	15.2
Other Long-term Liabilities	5.0	4.6	4.3	0.4	0.3
Unearned Revenue	27.1	21.5	20.8	5.6	0.7
Net Pension Liability	0.1	-	1.8	0.1	(1.8)
Accrued Interest Payable	19.2	19.8	20.4	(0.6)	(0.6)
Accounts Payable and Accrued Liabilities	27.7	21.6	20.5	6.1	1.1
Current Maturities of Long-Term Debt	43.1	39.9	39.1	3.2	0.8
Current MO Utility Emergency Loan Program	4.8	5.1	-	(0.3)	5.1
Total Liabilities	1,364.7	1,360.9	1,355.0	3.8	5.9
Deferred Inflows of Resources	81.9	70.6	59.2	11.3	11.4
Net Position					
Net Investment in Capital Assets	31.7	13.3	(0.6)	18.4	13.9
Restricted	44.5	47.7	56.2	(3.2)	(8.5)
Unrestricted	20.6	39.5	40.1	(18.9)	(0.6)
Total Net Position	96.8	100.5	95.7	(3.7)	4.8
Total Liabilities, Deferred Inflow of Resources, and Net Position	$ 1,543.4	$ 1,532.0	$ 1,509.9	$ 11.4	$ 22.1

Financial Position Analysis – 2022

Significant Activities

MEC issued $43.7 million of Power Supply Revenue Bonds (MoPEP Facilities) Series 2022 for the financing of solar projects. These bonds are climate certified green bonds.

MEC borrowed a total of $19.5 million under its line of credit for the purchase of two transmission projects in 2022. MEC expects to issue debt in 2023 to repay the line of credit.

Assets and Deferred Outflows of Resources

MEC negotiated and exercised its option early for the purchase of solar farms in the cities of Macon, Chillicothe, Lebanon, Higginsville, and Farmington with $43.7 million of issued debt. Part of the debt was used to repay the line of credit for solar projects purchased in 2021. MEC purchased two transmission projects for approximately $18.5 million total using $19.5 million borrowed from MEC's line of credit. With these major capital asset additions, capital assets, net of depreciation, increased only $13.7 million (1.2%) in 2022 due to MEC's significant depreciation expense.

Other noncurrent assets consist of investments, restricted bond accounts, other restricted cash and investments, prepaid costs, contractual deposits, receivables with extended repayment terms and regulatory assets. Other noncurrent assets decreased by $8.2 million (4.3%) primarily from the paydown of receivables related to Winter Storm Uri and a decrease in regulatory assets. Current assets increased $5.7 million (3.9%) from increases in accounts receivable, fuel stock and material inventory, prepaid items, and restricted bond accounts. These increases were partially offset by decreases in cash and cash equivalents and investments. Receivables with extended repayment terms represent the extended period MEC cities have to repay the loan under the state's MUELP loan program relating to the Winter Storm Uri event in February 2021.

Deferred Outflows of Resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense) until then. The Deferred Outflows of Resources in MEC's financial statements as of December 31, 2022 and 2021 include refunding bond costs, which is amortized into MEC's expenses over the life of the refunding bonds, Asset Retirement Obligation offsets, and certain costs related to MEC's defined benefit pension plan. Deferred Outflows of Resources decreased approximately $2.2 million, from amortization of refunding bond costs and decreases relating to MEC's pension plan.

Liabilities and Deferred Inflows of Resources

Long-term debt, including the current portion, had a net decrease of $3.4 million as a result of principal payments made on debt during 2022 which was largely offset with $21.7 million borrowed for the purchase of four solar farms and $19.5 million borrowed for the purchase of two transmission projects. The net pension asset of $0.5 million in 2021 reversed to a net pension liability of $0.1 million in 2022, see Note 12 to the financial statements for more information.

Deferred Inflows of Resources represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until then. MEC has four financial statement items that qualify for reporting in the category, which are regulatory credits, certain offsets related to asset retirement obligations, pension plan costs, and unamortized deferred gain on refunded debt, which is deferred and amortized over the shorter of the life of the refunded debt or the new debt. Regulatory credits are reductions in earnings (or costs recovered) to cover future expenses. Deferred Inflows of Resources increased $11.3 million or 16.0% in 2022, primarily from increases in regulatory credits. See Note 1 to the financial statements for more details.

Net Position

MEC's Total Net Position decreased $3.7 million (3.7% over 2021), which is primarily attributable to unrealized losses due to market valuations of investment securities. Net Investment in Capital Assets increased $18.4 million from 2021. This line reflects the investments in capital assets less any outstanding debt net of unspent debt project funds that were issued to acquire those assets. The increase is the result of principal payments on debt in excess of depreciation expense. Restricted net position decreased $3.2 million from 2021, which consists of funds held by either MEC for operations and maintenance reserves or held by MEC's bond trustees.

Financial Position Analysis – 2021

Significant Activities

MEC entered into a $10.1 million direct placement lease purchase financing for a portion of the construction cost of a new office building and training center. The remaining cost of approximately $13 million was paid with available cash and investments from accumulated interest earnings. MEC negotiated and exercised its option early for the purchase of four additional solar farms in late 2021. The purchase of these solar farms was financed with $22 million drawn on MEC's line of credit, with the plan to refinance this borrowing into permanent long-term financing later in 2022.

Due to the financial impact of Winter Storm Uri on MEC's power pool members, each of the three power pools borrowed on MEC's line of credit to spread the repayment of the excessively high energy costs up to 24 months. These borrowings were refinanced with $25.3 million in borrowing under the MUELP with a repayment term of up to 60 months with no interest cost.

Assets and Deferred Outflows of Resources

MEC negotiated and exercised its option early for the purchase of solar farms in the cities of Marshall, Rolla, Trenton and Waynesville with $22 million of temporary borrowing on MEC's line of credit. Construction of the new MPUA office and training center neared completion at the end of 2021. With these two major capital asset additions, capital assets, net of depreciation, increased only $6.8 million (0.6%) in 2021 due to MEC's significant depreciation expense.

Other noncurrent assets consist of investments, restricted bond accounts, other restricted cash and investments, prepaid costs, contractual deposits, receivables with extended repayment terms and regulatory assets. Other noncurrent assets increased by $1.6 million (0.9%) primarily from the addition of receivables with extended payments terms partially offset by decreases in restricted investments and regulatory assets. Current assets increased $16.2 million (12.5%) from increases in cash and cash equivalents, accounts receivable, and investments. Receivables with extended repayment terms represents the extended period MEC cities have to repay the loan under the state's MUELP loan program relating to the Winter Storm Uri event in February 2021.

Deferred Outflows of Resources represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense) until then. The Deferred Outflows of Resources in MEC's financial statements as of December 31, 2021 and 2020 include refunding bond costs, which is amortized into MEC's expenses over the life of the refunding bonds, Asset Retirement Obligation offsets, and certain costs related to MEC's defined benefit pension plan. Deferred Outflows of Resources decreased approximately $2.5 million, from amortization of refunding bond costs and decreases relating to MEC's pension plan.

Liabilities and Deferred Inflows of Resources

Long-term debt, including the current portion, had a net decrease of $14.1 million as a result of principal payments made on debt during 2021 which was partially offset with $22 million borrowed for the purchase of four solar farms and $10.1 million borrowed for the office and training center. The net pension liability of $1.8 million in 2020 reversed to a net pension asset of $0.5 million in 2021, see Note 12 to the financial statements for more information.

Deferred Inflows of Resources represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until then. MEC has four financial statement items that qualify for reporting in the category, which are regulatory credits, certain offsets related to asset retirement obligations, pension plan costs, and unamortized deferred gain on refunded debt, which is deferred and amortized over the shorter of the life of the refunded debt or the new debt. Regulatory credits are reductions in earnings (or costs recovered) to cover future expenses. Deferred Inflows of Resources increased $11.4 million or 19.3% in 2021, primarily from increases in regulatory credits. See Note 1 to the financial statements for more details.

Net Position

MEC's Total Net Position increased $4.8 million (5.0% over 2020), which is primarily attributable to amounts collected for rate covenants according to debt agreements and investment return. Net Investment in Capital Assets increased $13.9 million from 2020. This line reflects the investments in capital assets less any outstanding debt net of unspent debt project funds that were issued to acquire those assets. The increase is the result of principal payments on debt in excess of depreciation expense. Restricted net position decreased $8.5 million from 2020, which consists of funds held by either MEC for operations and maintenance reserves or held by MEC's bond trustees.

Statements of Revenues, Expenses, and Changes in Net Position for 2022, 2021 and 2020
(in millions)

	2022	2021	2020	2022 - 2021 Change	2021 - 2020 Change
Operating Revenues:					
Power Sales and Related Charges	$ 341.0	$ 364.1	$ 318.6	$ (23.1)	$ 45.5
Transmission	26.5	23.6	20.2	2.9	3.4
Transfers from MAMU and MGC	0.2	0.1	0.1	0.1	-
Other	1.3	1.0	1.1	0.3	(0.1)
Total Operating Revenues	369.0	388.8	340.0	(19.8)	48.8
Operating Expenses:					
Power Purchases and Generation	217.9	226.5	189.5	(8.6)	37.0
Member Capacity and Generation Credits	6.1	18.7	6.7	(12.6)	12.0
Transmission	25.6	23.6	20.2	2.0	3.4
Depreciation	39.8	40.2	40.2	(0.4)	-
Net Costs Recoverable in Future Years	15.8	13.2	14.5	2.6	(1.3)
Other Pool and Project Expenses	5.8	5.7	4.7	0.1	1.0
Administrative, General, and Training	4.9	3.3	5.4	1.6	(2.1)
Total Operating Expenses	315.9	331.2	281.2	(15.3)	50.0
Operating Income	53.1	57.6	58.8	(4.5)	(1.2)
Nonoperating Income (Expenses)	(56.8)	(52.8)	(46.4)	(4.0)	(6.4)
Increase (Decrease) in Net Position	(3.7)	4.8	12.4	(8.5)	(7.6)
Net Position, Beginning of Year	100.5	95.7	83.3	4.8	12.4
Net Position, End of Year	$ 96.8	$ 100.5	$ 95.7	$ (3.7)	$ 4.8

Operating Results Analysis - 2022

MEC power sales are primarily collections from members engaged in the full-requirements power pool services (MoPEP, MMMPEP and SWMPEP) and from members participating in the Plum Point, Iatan Unit 2, and Prairie State power generation projects. Overall, power sales and related charges decreased approximately $23.1 million (6.3%). For the 2022 and 2021 fiscal years, combined power sales and related charges to MEC members were $341.0 million and $364.1 million, respectively, on a consolidated basis and $406.5 million and $431.8 million on a nonconsolidated basis, refer to pages 19 and 20 for the combining statements of revenues, expenses and changes in net position. Unit sales for 2022 and 2021 were 5,478,974 megawatt hours (MWh) and 5,464,168 MWh, respectively, on a consolidated basis and 6,389,659 MWh and 6,453,395 MWh on a nonconsolidated basis. See the table on page 5 for details by fund. The large decrease in 2022 in dollars is directly attributable to Winter Storm Uri that occurred in February 2021.

MEC bills member municipalities monthly for power and energy based on the cost of MEC's power and energy purchases and generation plus associated MEC overhead. The cost structure of MEC's power supply has shifted more from energy to capacity with the baseload from Plum Point, Iatan Unit 2, and Prairie State operations. Particularly, MoPEP's reliance on power supply contracts has reduced over the years and replaced with output from the aforementioned projects and the Dogwood facility. MMMPEP and SWMPEP receive all their power supply through power purchase agreements and do not have any city owned or generating capacity for themselves. MEC's combined power purchases and generation costs decreased $8.6 million in 2022 while member capacity and generation credits decreased $12.6 million.

Net costs recoverable in future years expense of $15.8 million represents a net of certain MEC funds collected from MEC members related to project expenses incurred that will be recovered in future years and debt service payments collected from members in excess of current interest and depreciation expense. This is the result of applying MEC's rate making policy to revenue and expense transactions.

Nonoperating income (net of expenses) decreased by approximately $4.0 million from the 2021 amount and is comprised of realized and unrealized gains and losses on investments, returns on investments (decreased $6.2 million), bond interest subsidies received (decreased $132,000), and interest expense (decreased $0.7 million).

Operating Results Analysis - 2021

MEC power sales are primarily collections from members engaged in the full-requirements power pool services (MoPEP, MMMPEP and SWMPEP starting in 2020) and from members participating in the Plum Point, Iatan Unit 2, and Prairie State power generation projects. Overall, power sales and related charges increased approximately $45.5 million (14.3%). For the 2021 and 2020 fiscal years, combined power sales and related charges to MEC members were $364.1 million and $318.6 million, respectively, on a consolidated basis and $431.8 million and $384.0 million on a nonconsolidated basis, refer to page 20 for the combining statements of revenues, expenses and changes in net position. Unit sales for 2021 and 2020 were 5,464,168 megawatt hours (MWh) and 4,990,563 MWh, respectively, on a consolidated basis and 6,453,395 MWh and 5,870,335 MWh on a nonconsolidated basis. See the table on page 5 for details by fund. The large increase in 2021 in both dollars and volume is directly attributable to Winter Storm Uri and a full year of operations for SWMPEP.

MEC bills member municipalities monthly for power and energy based on the cost of MEC's power and energy purchases and generation plus associated MEC overhead. The cost structure of MEC's power supply has shifted more from energy to capacity with the baseload from Plum Point, Iatan Unit 2, and Prairie State operations. Particularly, MoPEP's reliance on power supply contracts has reduced over the years and replaced with output from the aforementioned projects and the Dogwood facility. MMMPEP and SWMPEP receives all their power supply through power purchase agreements and does not have any city owned or generating capacity for itself. MEC's combined power purchases and generation costs increased $37.0 million in 2021 while member capacity and generation credits increased $12.0 million.

Net costs recoverable in future years expense of $13.2 million represents a net of certain MEC funds collected from MEC members related to project expenses incurred that will be recovered in future years and debt service payments collected from members in excess of current interest and depreciation expense. This is the result of applying MEC's rate making policy to revenue and expense transactions.

Nonoperating income (net of expenses) decreased by approximately $6.4 million from the 2020 amount and is comprised of realized and unrealized gains and losses on investments, returns on investments (decreased $8.2 million), bond interest subsidies received (decreased $135,000), interest expense (decreased $1.8 million), and return of net position to members from MoPEP (decreased $127,000).

Financial Outlook for 2022 and Beyond

MEC, in association with the other MPUA organizations, foresees its continued development of increasingly diverse services and power supply relationships with hometown utilities and energy industry organizations. Transitions in the utility environment, technologies, and customer expectations provide certain advantages to the hometown community utility model, and also amplify the value of inter-utility collaboration to achieve economic scale and specialized expertise. MEC and its MPUA family are positioned to host and implement that collaboration through staff services, collective outsourcing, and coordinating member capabilities that can be shared.

For the benefit of its members, MEC has entered into an agreement with Clean Line Energy Partners for up to 200 MW of transmission on the Grain Belt Express transmission line extending from Kansas to near Indiana. MEC has also entered into an agreement with Santa Fe Wind Project, LLC ("Santa Fe") for up to 136 MW from a wind farm in Kansas to match the Clean Line transmission contract. In October 2021, Iron Star Wind Project, LLC and

Santa Fe, entered into an assignment agreement, which MEC agreed to. Both the Clean Line Partners and Santa Fe contracts contain contingencies on final completion of the Grain Belt Express transmission line. Final approval was received for the project by the Missouri Public Service Commission ("MOPSC") on March 20, 2019. MEC anticipates delivery of energy from these projects no sooner than 2024 or 2025.

Transmission

MEC entered the transmission industry in 2022 with the acquisition of the Nixa and Hannibal transmission lines. Nixa is located in southern Missouri within the Southwest Power Pool (SPP) regional transmission organization (RTO). Hannibal is a joint ownership project in a transmission line in northeast Missouri within the Midcontinent Independent System Operator (MISO) RTO. MEC expects to have a second jointly owned transmission project in late 2023 or 2024 within the MISO RTO. MEC plans on pursuing additional transmission ownership opportunities. For each transmission project withing its respective RTO, MEC will capture costs and revenues separately.

MoPEP

MEC continues to increase its renewable resources of power supply with a new energy supply contract for 30 MW of energy from wind generation in Kansas delivered to MoPEP in SPP. MEC expects to purchase the last solar farm currently under a power purchase agreement in mid-2023. In addition, MoPEP intends to add additional renewable energy from the Santa Fe Project from an agreement with Iron Star LLC, via the Grain Belt transmission line discussed above.

Megawatt hour costs for MoPEP are expected to remain relatively stable in the foreseeable future, assuming no significant modifications are made to federal and state environmental regulations affecting MEC's power generation units. MoPEP believes the MEC-owned generation will provide long-term price and performance stability to MoPEP's overall cost of power supply and will continue with its strategic policy to achieve economical and reliable power supply to its members with a well-positioned power supply portfolio of coal-fired, gas-fired, and renewable resources that include solar, wind and landfill gas generation.

Nixa Solar

MEC purchased a solar farm in the city of Nixa, Missouri in April 2023, with all of the energy dedicated to Nixa.

Requests for Information

This financial report is designed to provide our members, investors and creditors with a general overview and analysis of the financial activities of MEC and is available at www.mpua.org. Questions concerning any of the information provided in this report or requests for additional information should be directed to Ken Reasoner, Chief Financial Performance Officer, Missouri Electric Commission, 2200 Maguire Blvd, Columbia, Missouri 65201.

MISSOURI ELECTRIC COMMISSION

STATEMENTS OF NET POSITION
December 31, 2022 and 2021

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	2022	2021
CAPITAL ASSETS		
Plant, Buildings, and Equipment in Service	$ 1,162,381,409	$ 1,134,245,364
Construction Work in Progress	14,677,578	29,190,978
Total Capital Assets, Net	1,177,058,987	1,163,436,342
RESTRICTED ASSETS		
Bond Accounts Cash, Cash Equivalents and Investments	98,292,204	101,926,183
Other Cash, Cash Equivalents and Investments	16,975,000	16,850,895
Total Restricted Assets	115,267,204	118,777,078
OTHER ASSETS		
Investments	27,464,902	23,857,985
Prepaid Expenses	597,611	607,984
Receivables with Extended Terms	10,517,430	16,202,604
Contractual Deposits	9,943,011	9,818,523
Net Pension Asset	-	509,082
Regulatory Assets	17,420,846	19,627,143
Total Other Assets	65,943,800	70,623,321
CURRENT ASSETS		
Cash and Cash Equivalents	47,020,873	53,011,610
Investments	2,730,935	7,259,936
Accounts Receivable, Net	33,832,319	20,894,951
Prepaid Expenses	8,433,109	6,533,078
Fuel Stock and Material Inventory	15,301,374	12,733,299
Restricted Assets:		
Bond Accounts Cash, Cash Equivalents and Investments, Current Portion	47,149,663	45,817,724
Total Current Assets	154,468,273	146,250,598
Total Assets	1,512,738,264	1,499,087,339
DEFERRED OUTFLOWS OF RESOURCES	30,706,751	32,944,353
Total Assets and Deferred Outflows of Resources	$ 1,543,445,015	$ 1,532,031,692

Continued on next page

MISSOURI ELECTRIC COMMISSION

STATEMENTS OF NET POSITION
December 31, 2022 and 2021

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	**2022**	**2021**
NONCURRENT LIABILITIES		
Long-Term Debt, Net of Current Maturities	$ 1,226,641,928	$ 1,233,236,216
Missouri Utility Emergency Loan Program	11,096,023	15,175,239
Lease Obligations, Net of Current Portion	25,188	36,142
Net Pension Liability	131,185	-
Other Long-Term Liabilities	500,000	500,000
Unearned Revenue	12,686,052	12,489,090
Asset Retirement Obligations	4,454,161	4,134,039
Total Noncurrent Liabilities	1,255,534,537	1,265,570,726
CURRENT LIABILITIES		
Accounts Payable	27,072,887	21,074,860
Accrued Payroll and Payroll Taxes	640,897	564,731
Unearned Revenue	14,463,376	9,052,365
Current Maturities, Long-Term Debt	43,089,795	39,905,441
Missouri Utility Emergency Loan Program	4,776,611	5,060,000
Current Portion of Lease Obligations	10,956	13,406
Payable From Restricted Assets:		
Accrued Interest Payable on Debt	19,220,084	19,750,845
Total Current Liabilities	109,274,606	95,421,648
Total Liabilities	1,364,809,143	1,360,992,374
DEFERRED INFLOWS OF RESOURCES	81,885,736	70,564,389
Net Position		
Net Investment in Capital Assets	31,636,100	13,249,093
Restricted	44,479,371	47,684,823
Unrestricted	20,634,665	39,541,013
Total Net Position	96,750,136	100,474,929
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 1,543,445,015	$ 1,532,031,692

MISSOURI ELECTRIC COMMISSION

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Years Ended December 31, 2022 and 2021

	2022	2021
OPERATING REVENUES		
Power Sales and Related Charges	$ 340,999,696	$ 364,069,849
Transmission	26,484,460	23,604,631
Energy Services	466,998	288,181
Transfers From MAMU and MGC	180,882	116,620
Conferences and Member Training	636,733	424,325
Other	230,817	243,452
Total Operating Revenues	368,999,586	388,747,058
OPERATING EXPENSES		
Pool and Project Expenses		
Power Purchases	105,849,244	123,874,446
Member Capacity and Generation Credits	6,066,659	18,684,239
Power Generation	112,030,406	102,627,900
Transmission	25,648,711	23,604,631
Personnel Services and Staff Support	2,754,712	2,537,156
Professional Services	1,739,113	1,303,586
Rental and Maintenance	30,653	31,925
SCADA Communications	404,399	769,237
Energy Services	134,706	485,544
Depreciation	39,787,186	40,230,865
Net Costs Recoverable in Future Years	15,770,074	13,181,058
Other Operating Expenses	719,900	531,598
Conferences and Member Training	509,318	35,039
Administrative and General	4,433,773	3,219,285
Total Operating Expenses	315,878,854	331,116,509
Operating Income	53,120,732	57,630,549
NONOPERATING REVENUES (EXPENSES)		
Investment Return	(7,027,963)	(833,972)
Bond Interest Subsidy	5,808,415	5,939,925
Return of Net Position to Members	-	(28,205)
Gain (Loss) on Disposal of Capital Assets	644,200	(899,713)
Interest and Fees Expense	(56,270,177)	(57,003,511)
Net Nonoperating Expenses	(56,845,525)	(52,825,476)
Increase (Decrease) in Net Position	(3,724,793)	4,805,073
Net Position, Beginning of Period	100,474,929	95,669,856
Net Position, End of Period	$ 96,750,136	$ 100,474,929

MISSOURI ELECTRIC COMMISSION

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2022 and 2021

	2022	2021
OPERATING ACTIVITIES		
Receipts from Power and Transmission Sales	$ 361,228,570	$ 371,696,150
Receipts from Other Revenue Sources	2,649,614	(1,952,793)
Payments for Power Purchases and Other Goods and Services	(247,990,241)	(273,067,648)
Payments to Employees for Services and Benefits	(5,044,353)	(4,884,056)
Net Cash Provided by Operating Activities	110,843,590	91,791,653
NONCAPITAL FINANCING ACTIVITIES		
Proceeds from Issuance of Long-Term Debt	2,222,900	25,300,000
Principal Payments on Long-Term Debt	(6,585,505)	(5,064,761)
Net Cash Provided (Used) by Noncapital Financing Activities	(4,362,605)	20,235,239
CAPITAL AND RELATED FINANCING ACTIVITIES		
Bond Interest Subsidy Received	5,808,415	8,987,937
Proceeds from Disposal of Capital Assets	2,008,821	10,319
Proceeds from Issuance of Long-Term Debt	71,806,867	80,100,000
Refinancing of Long-Term Debt	(27,300,000)	(48,000,000)
Principal Payments on Long-Term Debt	(40,824,073)	(39,063,000)
Principal Payments on Lease Obligations	(13,404)	(22,885)
Payments of Interest and Fees on Debt	(61,720,923)	(62,581,978)
Payments of Interest on Lease Obligations	(1,404)	(1,368)
Return of Net Position to Members	-	(28,205)
Acquisition and Construction of Capital Assets	(55,741,344)	(48,280,060)
Net Cash Used by Capital and Related Financing Activities	(105,977,045)	(108,879,240)
INVESTING ACTIVITIES		
Purchases of Investments	(199,866,154)	(142,194,711)
Proceeds from Sales and Maturities of Investments	188,608,941	148,087,049
Investment Income Received	4,762,536	2,999,926
Net Cash Provided (Used) by Investing Activities	(6,494,677)	8,892,264
Net Increase (Decrease) in Cash and Cash Equivalents	(5,990,737)	12,039,916
Cash and Cash Equivalents at Beginning of Year	53,011,610	40,971,694
Cash and Cash Equivalents at End of Year	$ 47,020,873	$ 53,011,610

Continued on next page

MISSOURI ELECTRIC COMMISSION

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2022 and 2021

	2022	2021
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating Income	$ 53,120,732	$ 57,630,549
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:		
Depreciation	40,754,078	40,538,216
Adjustments for (Increases) Decreases in Assets and Increases (Decreases) in Liabilities:		
Accounts Receivable	(7,252,194)	(18,577,133)
Prepaid Expenses	(1,889,658)	(1,444,597)
Fuel Stock and Material Inventory	(2,568,075)	374,085
Contractual Deposits	(124,488)	(1,215,075)
Regulatory Assets	2,725,090	2,916,374
Accounts Payable	5,851,770	1,153,533
Accrued Payroll and Payroll Taxes	222,423	77,198
Unearned Revenue	5,607,973	747,035
Net Pension Asset	509,082	(509,082)
Net Pension Liability	131,185	(1,790,289)
Deferred Outflows of Resources	362,849	441,535
Deferred Inflows of Resources	13,392,823	11,449,304
Net Cash Provided by Operating Activities	$ 110,843,590	$ 91,791,653
NONCASH INVESTING, CAPITAL AND RELATED-FINANCING ACTIVITIES		
Increase (Decrease) in Fair Value of Investments	$ (10,412,515)	$ (3,246,506)
Capital Assets Acquired by Capital Lease	$ -	$ 38,991
Capital Assets Acquisitions Included in Accounts Payable	$ 1,652,873	$ 2,431,717

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF NET POSITION
December 31, 2022

	Full Requirements Pools			Generation Funds							
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Transmission Fund	Non-Major Funds	Total	Eliminations	Total Combined
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES											
CAPITAL ASSETS											
Plant, Buildings, and Equipment in Service	$ 115,071,184	$ -	$ -	$ 203,128,401	$ 205,449,917	$ 597,604,149	$ 18,492,365	$ 22,635,393	$ 1,162,381,409	$ -	$ 1,162,381,409
Construction Work in Progress	2,472,644	-	-	1,716,474	1,863,389	8,588,735	31,299	5,037	14,677,578	-	14,677,578
Total Capital Assets, Net	117,543,828	-	-	204,844,875	207,313,306	606,192,884	18,523,664	22,640,430	1,177,058,987	-	1,177,058,987
RESTRICTED ASSETS											
Bond Accounts Cash and Investments	8,947,596	-	-	22,865,286	17,249,814	49,229,508	-	-	98,292,204	-	98,292,204
Other Cash, Cash Equivalents, and Investments	-	-	-	7,456,368	4,683,858	4,834,774	-	-	16,975,000	-	16,975,000
Total Restricted Assets	8,947,596	-	-	30,321,654	21,933,672	54,064,282	-	-	115,267,204	-	115,267,204
OTHER ASSETS											
Investments	21,879,958	-	-	1,891,221	575,645	2,409,868	-	708,210	27,464,902	-	27,464,902
Prepaid Expenses	203,440	-	-	-	394,171	-	-	-	597,611	-	597,611
Receivables with Extended Terms	3,912,960	4,276,967	2,327,503	-	-	-	-	-	10,517,430	-	10,517,430
Contractual Deposits	3,181,355	-	-	2,799,157	879,999	3,082,500	-	-	9,943,011	-	9,943,011
Regulatory Assets	1,773,604	-	-	5,219,020	2,563,804	7,449,548	414,870	-	17,420,846	-	17,420,846
Total Other Assets	30,951,317	4,276,967	2,327,503	9,909,398	4,413,619	12,941,916	414,870	708,210	65,943,800	-	65,943,800
CURRENT ASSETS											
Cash and Cash Equivalents	29,835,728	4,038,388	1,332,254	4,795,708	3,934,449	889,136	64,277	2,130,933	47,020,873	-	47,020,873
Investments	2,098,398	-	-	60,459	14,788	557,290	-	-	2,730,935	-	2,730,935
Accounts Receivable, Net	19,266,815	6,819,532	2,953,645	-	-	2,775,165	150,620	1,866,542	33,832,319	-	33,832,319
Due from Other Funds	1,578,006	-	-	-	-	-	-	4,113,069	5,691,075	(5,691,075)	-
Prepaid Expenses	979,343	-	-	4,900,878	729,364	1,372,243	34,214	417,067	8,433,109	-	8,433,109
Fuel Stock and Material Inventory	18,203	-	-	4,952,806	1,993,572	8,144,700	192,093	-	15,301,374	-	15,301,374
Restricted Bond Accounts, Current Portion	854,693	-	-	15,935,502	12,241,921	18,117,547	-	-	47,149,663	-	47,149,663
Total Current Assets	54,631,186	10,857,920	4,285,899	30,645,353	18,914,094	31,856,081	441,204	8,527,611	160,159,348	(5,691,075)	154,468,273
Total Assets	212,073,927	15,134,887	6,613,402	275,721,280	252,574,691	705,055,163	19,379,738	31,876,251	1,518,429,339	(5,691,075)	1,512,738,264
DEFERRED OUTFLOWS OF RESOURCES	1,045,519	-	-	3,780,987	10,766,954	13,907,557	-	1,205,734	30,706,751	-	30,706,751
Total Assets and Deferred Outflows of Resources	$ 213,119,446	$ 15,134,887	$ 6,613,402	$ 279,502,267	$ 263,341,645	$ 718,962,720	$ 19,379,738	$ 33,081,985	$ 1,549,136,090	$ (5,691,075)	$ 1,543,445,015
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION											
NONCURRENT LIABILITIES											
Long-Term Debt, Net of Current Maturities	$ 105,808,219	$ -	$ -	$ 243,952,390	$ 205,823,721	$ 642,247,466	$ 19,500,000	$ 9,310,132	$ 1,226,641,928	$ -	$ 1,226,641,928
Missouri Utility Emergency Loan Program	3,912,960	4,689,310	2,493,753	-	-	-	-	-	11,096,023	-	11,096,023
Lease Obligations, Net of Current Portion	-	-	-	-	-	-	-	25,188	25,188	-	25,188
Other Long-term Liabilities	-	-	-	-	-	-	-	500,000	500,000	-	500,000
Net Pension Liability	-	-	-	-	-	-		131,185	131,185	-	131,185
Unearned Revenue	6,302,058	2,287,602	1,390,128	2,706,264	-	-	-	-	12,686,052	-	12,686,052
Asset Retirement Obligations	-	-	-	254,078	734,453	3,465,630	-	-	4,454,161	-	4,454,161
Total Noncurrent Liabilities	116,023,237	6,976,912	3,883,881	246,912,732	206,558,174	645,713,096	19,500,000	9,966,505	1,255,534,537	-	1,255,534,537
CURRENT LIABILITIES											
Accounts Payable	13,558,143	3,765,722	1,293,003	61,540	932,191	5,099,014	146,257	2,217,017	27,072,887	-	27,072,887
Accrued Payroll and Payroll Taxes	220,774	3,317	1,962	3,614	2,933	4,597	1,495	402,205	640,897	-	640,897
Due to Other Funds	-	2,277,531	248,442	611,833	627,878	1,383,241	379,047	163,103	5,691,075	(5,691,075)	-
Unearned Revenue	-	-	-	8,072,027	2,309,135	-	-	4,082,214	14,463,376	-	14,463,376
Current Portion of Lease Obligations	-	-	-	-	-	-	-	10,956	10,956	-	10,956
Missouri Utility Emergency Loan Program	2,439,850	1,339,260	997,501	-	-	-	-		4,776,611	-	4,776,611
Current Maturities, Long-Term Debt	3,820,000	-	-	9,205,000	9,095,000	20,565,000	-	404,795	43,089,795	-	43,089,795
Payable From Restricted Assets:											
Accrued Interest Payable on Debt	408,205	-	-	6,436,504	3,232,491	9,142,884	-	-	19,220,084	-	19,220,084
Total Current Liabilities	20,446,972	7,385,830	2,540,908	24,390,518	16,199,628	36,194,736	526,799	7,280,290	114,965,681	(5,691,075)	109,274,606
Total Liabilities	136,470,209	14,362,742	6,424,789	271,303,250	222,757,802	681,907,832	20,026,799	17,246,795	1,370,500,218	(5,691,075)	1,364,809,143
DEFERRED INFLOWS OF RESOURCES	7,765,059	-	181,590	1,846,661	38,095,676	33,532,153	-	464,597	81,885,736	-	81,885,736
Net Position											
Net Investment in Capital Assets	13,197,848	-	-	(17,758,483)	23,409,560	877,065	(976,336)	12,886,446	31,636,100	-	31,636,100
Restricted	6,682,414	-	-	12,093,728	9,811,075	15,892,154	-	-	44,479,371	-	44,479,371
Unrestricted	49,003,916	772,145	7,023	12,017,111	(30,732,468)	(13,246,484)	329,275	2,484,147	20,634,665	-	20,634,665
Total Net Position	68,884,178	772,145	7,023	6,352,356	2,488,167	3,522,735	(647,061)	15,370,593	96,750,136	-	96,750,136
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 213,119,446	$ 15,134,887	$ 6,613,402	$ 279,502,267	$ 263,341,645	$ 718,962,720	$ 19,379,738	$ 33,081,985	$ 1,549,136,090	$ (5,691,075)	$ 1,543,445,015

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF NET POSITION
December 31, 2021

	Full Requirements Pools			Generation Funds						
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Non-Major Funds	Total	Eliminations	Total Combined
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES										
CAPITAL ASSETS										
Plant, Buildings, and Equipment in Service	$ 94,299,296	$ -	$ -	$ 211,263,759	$ 211,227,580	$ 613,985,554	$ 3,469,175	$ 1,134,245,364	$ -	$ 1,134,245,364
Construction Work in Progress	1,714,471	-	-	1,196,471	1,761,529	4,403,710	20,114,797	29,190,978	-	29,190,978
Total Capital Assets, Net	96,013,767	-	-	212,460,230	212,989,109	618,389,264	23,583,972	1,163,436,342	-	1,163,436,342
RESTRICTED ASSETS										
Bond Accounts Cash and Investments	6,679,999	-	-	23,644,781	18,557,522	53,043,881	-	101,926,183	-	101,926,183
Other Cash and Cash Equivalents	-	-	-	7,393,056	4,651,198	4,806,641	-	16,850,895	-	16,850,895
Total Restricted Assets	6,679,999	-	-	31,037,837	23,208,720	57,850,522	-	118,777,078	-	118,777,078
OTHER ASSETS										
Investments	19,946,686	-	-	1,354,174	574,770	1,881,355	101,000	23,857,985	-	23,857,985
Prepaid Expenses	203,440	-	-	-	404,544	-	-	607,984	-	607,984
Receivables with Extended Terms	6,949,749	5,927,851	3,325,004	-	-	-		16,202,604	-	16,202,604
Contractual Deposits	3,149,760	-	-	2,706,264	879,999	3,082,500	-	9,818,523	-	9,818,523
Net Pension Asset	-	-	-	-	-	-	509,082	509,082	-	509,082
Regulatory Assets	1,127,210	-	-	7,940,337	2,682,547	7,757,109	119,940	19,627,143	-	19,627,143
Total Other Assets	31,376,845	5,927,851	3,325,004	12,000,775	4,541,860	12,720,964	730,022	70,623,321	-	70,623,321
CURRENT ASSETS										
Cash and Cash Equivalents	28,447,351	2,199,877	2,003,600	7,437,868	2,770,969	6,288,813	3,863,132	53,011,610	-	53,011,610
Investments	5,168,852	-	-	741,337	64,638	1,285,109	-	7,259,936	-	7,259,936
Accounts Receivable, Net	13,003,846	4,553,834	2,951,916	-	-	-	385,355	20,894,951	-	20,894,951
Due from Other Funds	4,595,462	354,960	-	-	-	-	1,464,490	6,414,912	(6,414,912)	-
Intergovernmental Receivable	-	-	-	-	-	-		-	-	-
Prepaid Expenses	298,221	-	-	4,540,627	246,880	1,092,109	355,241	6,533,078	-	6,533,078
Fuel Stock and Material Inventory	-	-	-	3,310,436	2,220,637	7,202,226	-	12,733,299	-	12,733,299
Restricted Bond Accounts, Current Portion	489,007	-	-	15,584,748	11,938,024	17,805,945	-	45,817,724	-	45,817,724
Total Current Assets	52,002,739	7,108,671	4,955,516	31,615,016	17,241,148	33,674,202	6,068,218	152,665,510	(6,414,912)	146,250,598
Total Assets	186,073,350	13,036,522	8,280,520	287,113,858	257,980,837	722,634,952	30,382,212	1,505,502,251	(6,414,912)	1,499,087,339
DEFERRED OUTFLOWS OF RESOURCES	1,150,071	-	-	4,124,713	11,544,398	14,738,178	1,386,993	32,944,353	-	32,944,353
Total Assets and Deferred Outflows of Resources	$ 187,223,421	$ 13,036,522	$ 8,280,520	$ 291,238,571	$ 269,525,235	$ 737,373,130	$ 31,769,205	$ 1,538,446,604	$ (6,414,912)	$ 1,532,031,692
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION										
NONCURRENT LIABILITIES										
Long-Term Debt, Net of Current Maturities	$ 85,028,984	$ -	$ -	$ 254,664,659	$ 216,478,129	$ 666,430,885	$ 10,633,559	$ 1,233,236,216	$ -	$ 1,233,236,216
Missouri Utility Emergency Loan Program	6,755,027	4,928,958	3,491,254	-	-	-		15,175,239	-	15,175,239
Lease Obligations, Net of Current Maturities	-	-	-	-	-	-	36,142	36,142	-	36,142
Other Long-term Liabilities	-	-	-	-	-	-	500,000	500,000	-	500,000
Unearned Revenue	6,105,095	2,287,603	1,390,128	2,706,264	-		-	12,489,090	-	12,489,090
Asset Retirement Obligations	-	-	-	244,131	701,148	3,188,760	-	4,134,039	-	4,134,039
Total Noncurrent Liabilities	97,889,106	7,216,561	4,881,382	257,615,054	217,179,277	669,619,645	11,169,701	1,265,570,726	-	1,265,570,726
CURRENT LIABILITIES										
Accounts Payable	7,861,699	2,309,715	1,464,874	1,312,761	1,128,306	4,715,147	2,282,358	21,074,860	-	21,074,860
Accrued Payroll and Payroll Taxes	211,992	3,158	1,731	3,686	2,990	4,875	336,299	564,731	-	564,731
Due to Other Funds	-	773,992	935,032	1,484,970	362,941	1,788,494	1,069,483	6,414,912	(6,414,912)	-
Unearned Revenue	300,000	-	-	6,479,407	876,394	1,382,049	14,515	9,052,365	-	9,052,365
Current Maturities, Lease Obligations	-	-	-	-	-	-	13,406	13,406	-	13,406
Missouri Utility Emergency Loan Program	2,505,990	1,556,509	997,501	-	-	-	-	5,060,000	-	5,060,000
Current Maturities, Long-Term Debt	2,470,000	-	-	8,765,000	8,670,000	19,655,000	345,441	39,905,441	-	39,905,441
Payable From Restricted Assets:										
Accrued Interest Payable on Debt	239,242	-	-	6,655,479	3,443,824	9,400,657	11,643	19,750,845	-	19,750,845
Total Current Liabilities	13,588,923	4,643,374	3,399,138	24,701,303	14,484,455	36,946,222	4,073,145	101,836,560	(6,414,912)	95,421,648
Total Liabilities	111,478,029	11,859,935	8,280,520	282,316,357	231,663,732	706,565,867	15,242,846	1,367,407,286	(6,414,912)	1,360,992,374
DEFERRED INFLOWS OF RESOURCES	9,625,723	-	-	1,827,594	34,066,103	23,550,048	1,494,921	70,564,389	-	70,564,389
Net Position										
Net Investment in Capital Assets	10,452,905	-	-	(19,884,833)	19,911,336	(8,240,088)	11,009,773	13,249,093	-	13,249,093
Restricted	5,255,647	-	-	12,240,182	10,570,893	19,109,019	509,082	47,684,823	-	47,684,823
Unrestricted	50,411,117	1,176,587	-	14,739,271	(26,686,829)	(3,611,716)	3,512,583	39,541,013	-	39,541,013
Total Net Position	66,119,669	1,176,587	-	7,094,620	3,795,400	7,257,215	15,031,438	100,474,929	-	100,474,929
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 187,223,421	$ 13,036,522	$ 8,280,520	$ 291,238,571	$ 269,525,235	$ 737,373,130	$ 31,769,205	$ 1,538,446,604	$ (6,414,912)	$ 1,532,031,692

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Year Ended December 31, 2022

	Full Requirements Pools			Generation Funds							
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Transmission Fund	Non-Major Funds	Total	Eliminations / Reclassifications	Combined Total
OPERATING REVENUES											
Power Sales and Related Charges	$ 167,767,420	$ 35,188,549	$ 18,285,695	$ 57,230,482	$ 34,574,494	$ 93,432,910	$ -	$ -	$ 406,479,550	$ (65,479,854)	$ 340,999,696
Transmission	17,128,979	6,351,680	2,095,518	-	-	-	908,283	-	26,484,460	-	26,484,460
Scheduling and Technical Services	-	-	-	-	-	-	-	2,018,209	2,018,209	(1,551,211)	466,998
Transfers from MAMU and MGC	-	-	-	-	-	-	-	180,882	180,882	-	180,882
Conferences and Member Training	-	-	-	-	-	-	-	636,733	636,733	-	636,733
Other	-	-	-	21,119	-	24,430	-	185,268	230,817	-	230,817
Total Operating Revenues	184,896,399	41,540,229	20,381,213	57,251,601	34,574,494	93,457,340	908,283	3,021,092	436,030,651	(67,031,065)	368,999,586
OPERATING EXPENSES											
Power Purchases	118,233,193	34,255,773	17,557,176	-	-	-	-	-	170,046,142	(64,196,898)	105,849,244
Member Capacity and Generation Credits	6,066,659	-	-	-	-	-	-	-	6,066,659	-	6,066,659
Power Generation	26,912,334	-	-	34,073,552	14,143,885	36,653,923	-	-	111,783,694	246,712	112,030,406
Transmission	17,128,979	6,351,680	2,095,518	-	-	-	50,991	-	25,627,168	21,543	25,648,711
Personnel Services and Staff Support	1,044,161	319,505	179,845	345,896	274,726	476,876	113,703	2,484,856	5,239,568	(2,484,856)	2,754,712
Professional Services	346,017	99,392	75,243	156,718	110,062	156,690	794,991	752,524	2,491,637	(752,524)	1,739,113
Rental and Maintenance	30,513	-	140	-	-	-	-	518,111	548,764	(518,111)	30,653
Scheduling Costs	713,154	483,385	86,417	100,066	38,316	108,330	21,543	-	1,551,211	(1,551,211)	-
Utilities	-	-	-	-	-	-	-	216,310	216,310	(216,310)	-
Utilities - SCADA Communications	360,668	42,854	877	-	-	-	-	-	404,399	-	404,399
Energy Services	-	-	-	-	-	-	-	-	-	134,706	134,706
Technical Services	-	-	-	-	-	-	-	318,612	318,612	(318,612)	-
Conferences and Member Training	-	-	-	-	-	-	-	509,318	509,318	-	509,318
Depreciation	6,420,469	-	-	8,744,540	6,684,703	17,759,793	177,681	827,822	40,615,008	(827,822)	39,787,186
Net Costs Recoverable in Future Years	(1,792,959)	-	181,590	2,799,416	4,210,219	10,371,808	-	-	15,770,074	-	15,770,074
Administrative and General	-	-	-	-	-	-	-	-	-	4,433,773	4,433,773
Other Operating Expenses	328,449	49,511	17,667	111,346	71,774	102,538	38,615	1,001,455	1,721,355	(1,001,455)	719,900
Total Operating Expenses	175,791,637	41,602,100	20,194,473	46,331,534	25,533,685	65,629,958	1,197,524	6,629,008	382,909,919	(67,031,065)	315,878,854
Operating Income (Loss)	9,104,762	(61,871)	186,740	10,920,067	9,040,809	27,827,382	(289,241)	(3,607,916)	53,120,732	-	53,120,732
NONOPERATING REVENUES (EXPENSES)											
Investment Return	(1,544,291)	51,721	7,023	(766,213)	(1,307,234)	(3,728,505)	7,394	252,142	(7,027,963)	-	(7,027,963)
Bond Interest Subsidy	-	-	-	1,241,452	-	4,566,963	-	-	5,808,415	-	5,808,415
Gain (Loss) on Disposal of Capital Assets	(202,671)	-	-	-	(12,012)	(17,027)	-	875,910	644,200	-	644,200
Interest and Fees Expense	(3,432,956)	-	-	(11,658,329)	(8,685,998)	(31,731,637)	(302,494)	(458,763)	(56,270,177)	-	(56,270,177)
Net Nonoperating Revenues (Expenses)	(5,179,918)	51,721	7,023	(11,183,090)	(10,005,244)	(30,910,206)	(295,100)	669,289	(56,845,525)	-	(56,845,525)
OTHER FINANCING SOURCES (USES)											
Interfund Operating Transfers	(1,160,335)	(394,292)	(186,740)	(479,241)	(342,798)	(651,656)	(62,720)	3,277,782	-	-	-
Increase (Decrease) in Net Position	2,764,509	(404,442)	7,023	(742,264)	(1,307,233)	(3,734,480)	(647,061)	339,155	(3,724,793)	-	(3,724,793)
Net Position, Beginning of Period	66,119,669	1,176,587	-	7,094,620	3,795,400	7,257,215	-	15,031,438	100,474,929		100,474,929
Net Position, End of Period	$ 68,884,178	$ 772,145	$ 7,023	$ 6,352,356	$ 2,488,167	$ 3,522,735	$ (647,061)	$ 15,370,593	$ 96,750,136	$ -	$ 96,750,136

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Year Ended December 31, 2021

	Full Requirements Pools			Generation Funds						
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Non-Major Funds	Total	Eliminations / Reclassifications	Combined Total
OPERATING REVENUES										
Power Sales and Related Charges	$ 185,242,562	$ 41,163,555	$ 24,613,729	$ 53,502,727	$ 33,854,353	$ 93,465,869	$ -	$ 431,842,795	$ (67,772,946)	$ 364,069,849
Transmission	14,772,819	5,833,784	2,998,028	-	-	-	-	23,604,631	-	23,604,631
Scheduling and Technical Services	-	-	-	-	-	-	1,803,728	1,803,728	(1,515,547)	288,181
Transfers from MAMU and MGC	-	-	-	-	-	-	116,620	116,620	-	116,620
Conferences and Member Training	-	-	-	-	-	-	424,325	424,325	-	424,325
Other	78	-	-	9,458	-	23,661	210,255	243,452	-	243,452
Total Operating Revenues	200,015,459	46,997,339	27,611,757	53,512,185	33,854,353	93,489,530	2,554,928	458,035,551	(69,288,493)	388,747,058
OPERATING EXPENSES										
Power Purchases	128,303,980	39,302,773	24,040,639	-	-	-	-	191,647,392	(67,772,946)	123,874,446
Member Capacity and Generation Credits	18,684,239	-	-	-	-	-	-	18,684,239	-	18,684,239
Power Generation	21,288,358	-	-	29,667,234	12,337,787	37,818,974	-	101,112,353	1,515,547	102,627,900
Transmission	14,772,819	5,833,784	2,998,028	-	-	-	-	23,604,631	-	23,604,631
Personnel Services and Staff Support	993,742	299,923	159,236	338,144	264,981	481,130	2,061,183	4,598,339	(2,061,183)	2,537,156
Professional Services	435,297	41,188	61,715	283,168	156,525	325,693	1,305,888	2,609,474	(1,305,888)	1,303,586
Rental and Maintenance	31,580	-	345	-	-	-	353,171	385,096	(353,171)	31,925
Scheduling Costs	720,388	351,268	152,717	95,454	63,840	131,880	-	1,515,547	(1,515,547)	-
Utilities	-	-	-	-	-	-	74,079	74,079	(74,079)	-
Utilities - SCADA Communications	727,237	42,000	-	-	-	-	-	769,237	-	769,237
Energy Services	-	-	-	-	-	-	-	-	485,544	485,544
Technical Services	-	-	-	-	-	-	285,355	285,355	(285,355)	-
Conferences and Member Training	-	-	-	-	-	-	427,618	427,618	(392,579)	35,039
Depreciation	4,812,112	-	-	8,951,848	6,668,680	19,798,225	152,738	40,383,603	(152,738)	40,230,865
Net Costs Recoverable in Future Years	339,878	-	-	2,717,305	4,159,121	5,964,754	-	13,181,058	-	13,181,058
Administrative and General	-	-	-	-	-	-	-	-	3,219,285	3,219,285
Other Operating Expenses	228,280	27,170	15,961	102,234	66,796	91,157	595,383	1,126,981	(595,383)	531,598
Total Operating Expenses	191,337,910	45,898,106	27,428,641	42,155,387	23,717,730	64,611,813	5,255,415	400,405,002	(69,288,493)	331,116,509
Operating Income (Loss)	8,677,549	1,099,233	183,116	11,356,798	10,136,623	28,877,717	(2,700,487)	57,630,549	-	57,630,549
NONOPERATING REVENUES (EXPENSES)										
Investment Return	(196,293)	35,380	18,305	(37,133)	(463,618)	(200,527)	9,914	(833,972)	-	(833,972)
Bond Interest Subsidy	-	-	-	1,239,925	-	4,700,000	-	5,939,925	-	5,939,925
Return of Equity to Members	(28,205)	-	-	-	-	-	-	(28,205)	-	(28,205)
Gain (Loss) on Disposal of Capital Assets	-	-	-	(15,563)	(688,305)	(195,845)	-	(899,713)	-	(899,713)
Interest and Fees Expense	(2,736,070)	(35,017)	(18,305)	(12,096,279)	(9,116,815)	(32,758,703)	(242,322)	(57,003,511)	-	(57,003,511)
Net Nonoperating Revenues (Expenses)	(2,960,568)	363	-	(10,909,050)	(10,268,738)	(28,455,075)	(232,408)	(52,825,476)	-	(52,825,476)
OTHER FINANCING SOURCES (USES)										
Interfund Nonoperating Transfers	(741,394)	(45,940)	-	(1,218,309)	(881,780)	(3,175,188)	6,062,611	-	-	-
Interfund Operating Transfers	(1,163,102)	(356,129)	(183,116)	(467,261)	(331,503)	(637,749)	3,138,860	-	-	-
Increase (Decrease) in Net Position	3,812,485	697,527	-	(1,237,822)	(1,345,398)	(3,390,295)	6,268,576	4,805,073	-	4,805,073
Net Position, Beginning of Period	62,307,184	479,060	-	8,332,442	5,140,798	10,647,510	8,762,862	95,669,856		95,669,856
Net Position, End of Period	$ 66,119,669	$ 1,176,587	$ -	$ 7,094,620	$ 3,795,400	$ 7,257,215	$ 15,031,438	$ 100,474,929	$ -	$ 100,474,929

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF CASH FLOWS
Year Ended December 31, 2022

	Full Requirements Pools			Generation Funds							
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Transmission Fund	Non-Major Funds	Total	Eliminations	Total
OPERATING ACTIVITIES											
Receipts from Power and Transmission Sales	$ 174,856,281	$ 40,925,415	$ 21,195,395	$ 50,137,016	$ 26,569,137	$ 46,823,486	$ 721,840	$ -	$ 361,228,570	$ -	$ 361,228,570
Receipts from other Funds for Power and Transmission Sales	5,996,801	-	-	8,679,947	10,019,032	43,432,744	-	-	68,128,524	(68,128,524)	-
Receipts from other Revenue Sources	-	-	-	21,119	-	24,430	-	2,604,065	2,649,614	-	2,649,614
Payments for Power Purchases and Other Goods and Services	(100,005,263)	(31,971,288)	(20,691,499)	(37,788,417)	(14,805,198)	(37,721,152)	(1,132,447)	(3,874,977)	(247,990,241)	-	(247,990,241)
Payments to other Funds for Power Purchases	(62,131,723)	(5,996,801)	-	-	-	-	-	-	(68,128,524)	68,128,524	-
Payments to Employees for Services and Benefits	(1,035,379)	(319,346)	1,976	(345,968)	(274,783)	(477,154)	34,049	(2,627,748)	(5,044,353)	-	(5,044,353)
Net Cash Provided (Used) by Operating Activities	17,680,717	2,637,980	505,872	20,703,697	21,508,188	52,082,354	(376,558)	(3,898,660)	110,843,590	-	110,843,590
NONCAPITAL FINANCING ACTIVITIES											
Proceeds from Issuance of Long-Term Debt	-	2,222,900	-	-	-	-	-	-	2,222,900	-	2,222,900
Principal Payments on Long-Term Debt	(2,908,206)	(2,679,798)	(997,501)	-	-	-	-	-	(6,585,505)	-	(6,585,505)
Interfund Transfers	(1,160,335)	(394,292)	(186,740)	(479,241)	(342,798)	(651,656)	(62,720)	3,277,782	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	(4,068,541)	(851,190)	(1,184,241)	(479,241)	(342,798)	(651,656)	(62,720)	3,277,782	(4,362,605)	-	(4,362,605)
CAPITAL AND RELATED FINANCING ACTIVITIES											
Bond Interest Subsidy Received	-	-	-	1,241,452	-	4,566,963	-	-	5,808,415	-	5,808,415
Proceeds from Issuance of Long-Term Debt	52,306,867	-	-	-	-	-	19,500,000	-	71,806,867	-	71,806,867
Refinancing of Long-Term Debt	(27,300,000)	-	-	-	-	-	-	-	(27,300,000)	-	(27,300,000)
Principal Payments on Long-Term Debt	(2,470,000)	-	-	(8,765,000)	(8,670,000)	(19,655,000)	-	(1,264,073)	(40,824,073)	-	(40,824,073)
Principal Payments on Lease Obligations	-	-	-	-	-	-	-	(13,404)	(13,404)	-	(13,404)
Payments of Interest and Fees on Debt	(3,567,073)	-	-	(13,091,983)	(9,707,893)	(34,582,478)	(302,494)	(469,002)	(61,720,923)	-	(61,720,923)
Payments of Interest on Lease Obligations	-	-	-	-	-	-	-	(1,404)	(1,404)	-	(1,404)
Proceeds from Disposal of Capital Assets	-	-	-	-	-	24,428	-	1,984,393	2,008,821	-	2,008,821
Acquisition and Construction of Capital Assets	(28,153,201)	-	-	(1,129,185)	(1,020,912)	(5,743,938)	(18,701,345)	(992,763)	(55,741,344)	-	(55,741,344)
Net Cash Provided (Used) by Capital and Related Financing Activities	(9,183,407)	-	-	(21,744,716)	(19,398,805)	(55,390,025)	496,161	(756,253)	(105,977,045)	-	(105,977,045)
INVESTING ACTIVITIES											
Purchases of Investments	(25,269,747)	-	-	(53,358,115)	(36,167,957)	(84,463,125)	-	(607,210)	(199,866,154)	-	(199,866,154)
Proceeds from Sales and Maturities of Investments	21,003,390	-	-	51,164,731	35,227,898	81,212,922	-	-	188,608,941	-	188,608,941
Investment Income	1,225,965	51,721	7,023	1,071,484	336,954	1,809,853	7,394	252,142	4,762,536	-	4,762,536
Net Cash Provided (Used) by Investing Activities	(3,040,392)	51,721	7,023	(1,121,900)	(603,105)	(1,440,350)	7,394	(355,068)	(6,494,677)	-	(6,494,677)
Net Increase (Decrease) in Cash and Cash Equivalents	1,388,377	1,838,511	(671,346)	(2,642,160)	1,163,480	(5,399,677)	64,277	(1,732,199)	(5,990,737)	-	(5,990,737)
Cash and Cash Equivalents at Beginning of Year	28,447,351	2,199,877	2,003,600	7,437,868	2,770,969	6,288,813	-	3,863,132	53,011,610	-	53,011,610
Cash and Cash Equivalents at End of Year	$ 29,835,728	$ 4,038,388	$ 1,332,254	$ 4,795,708	$ 3,934,449	$ 889,136	$ 64,277	$ 2,130,933	$ 47,020,873	$ -	$ 47,020,873
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES											
Operating Income (Loss)	$ 9,104,762	$ (61,871)	$ 186,740	$ 10,920,067	$ 9,040,809	$ 27,827,382	$ (289,241)	$ (3,607,916)	$ 53,120,732	$ -	$ 53,120,732
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:											
Depreciation	6,420,469	-	-	8,744,540	6,684,703	17,898,863	177,681	827,822	40,754,078	-	40,754,078
Adjustments for (Increases) Decreases in Assets and Increases (Decreases) in Liabilities:											
Accounts Receivable	(3,226,181)	(614,813)	995,772	-	-	(2,775,165)	(150,620)	(1,481,187)	(7,252,194)	-	(7,252,194)
Due from Other Funds	3,017,456	354,960	-	-	-	-	-	(3,003,539)	368,877	(368,877)	-
Prepaid Expenses	(681,122)	-	-	(360,251)	(472,111)	(280,134)	(34,214)	(61,826)	(1,889,658)	-	(1,889,658)
Fuel Stock and Material Inventory	(18,203)	-	-	(1,642,370)	227,065	(942,474)	(192,093)	-	(2,568,075)	-	(2,568,075)
Contractual Deposits	(31,595)	-	-	(92,893)	-	-	-	-	(124,488)	-	(124,488)
Regulatory Assets	(646,394)	-	-	3,666,414	-	-	(414,870)	119,940	2,725,090	-	2,725,090
Accounts Payable	5,696,444	1,456,007	(171,871)	(1,251,221)	(196,115)	383,867	-	(65,341)	5,851,770	-	5,851,770
Accrued Payroll and Payroll Taxes	8,782	159	231	(72)	(57)	(278)	147,752	65,906	222,423	-	222,423
Due to Other Funds	-	1,503,539	(686,590)	(873,137)	264,937	(405,253)	379,047	(551,420)	(368,877)	368,877	-
Unearned Revenue	(103,037)	(1)	-	1,592,620	1,432,741	(1,382,049)	-	4,067,699	5,607,973	-	5,607,973
Net Pension Asset	-	-	-	-	-	-	-	509,082	509,082	-	509,082
Net Pension Liability	-	-	-	-	-	-	-	131,185	131,185	-	131,185
Deferred Outflows of Resources	-	-	181,590	-	-	-	-	181,259	362,849	-	362,849
Deferred Inflows of Resources	(1,860,664)	-	-	-	4,526,216	11,757,595	-	(1,030,324)	13,392,823	-	13,392,823
Net Cash Provided (Used) by Operating Activities	$ 17,680,717	$ 2,637,980	$ 505,872	$ 20,703,697	$ 21,508,188	$ 52,082,354	$ (376,558)	$ (3,898,660)	$ 110,843,590	$ -	$ 110,843,590
NONCASH INVESTING, CAPITAL AND RELATED-FINANCING ACTIVITIES											
Increase (Decrease) in Fair Value of Investments	$ (2,076,686)	$ -	$ -	$ (1,409,804)	$ (1,623,231)	$ (5,302,794)	$ -	$ -	$ (10,412,515)	$ -	$ (10,412,515)
Capital Assets Acquired by Capital Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Assets Acquisitions Included in Accounts Payable	$ 170,251	$ -	$ -	$ 237,973	$ 306,536	$ 934,537	$ 633	$ 2,943	$ 1,652,873	$ -	$ 1,652,873

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF CASH FLOWS
Year Ended December 31, 2021

	Full Requirements Pools			Generation Funds						
	MoPEP 1 Pool Fund	MMMPEP Pool Fund	SWMMPEP Pool Fund	Plum Point Project Fund	Iatan 2 Project Fund	Prairie State Project Fund	Non-Major Funds	Total	Eliminations	Total
OPERATING ACTIVITIES										
Receipts from Power and Transmission Sales	$ 183,988,902	$ 39,761,580	$ 23,010,609	$ 47,866,270	$ 23,505,138	$ 53,563,651	$ -	$ 371,696,150	$ -	$ 371,696,150
Receipts from other Funds for Power and Transmission Sales	9,844,883	-	-	6,891,971	10,049,032	40,465,888	-	67,251,774	(67,251,774)	-
Receipts from other Revenue Sources	78	-	-	9,458	-	23,661	(1,985,990)	(1,952,793)	-	(1,952,793)
Payments for Power Purchases and Other Goods and Services	(126,059,445)	(36,926,765)	(26,458,257)	(30,718,115)	(13,519,685)	(37,223,050)	(2,162,331)	(273,067,648)	-	(273,067,648)
Payments to other Funds for Power Purchases	(57,406,891)	(9,844,883)	-	-	-	-	-	(67,251,774)	67,251,774	-
Payments to Employees for Services and Benefits	(972,954)	(299,519)	(158,981)	(337,533)	(264,215)	(480,696)	(2,370,158)	(4,884,056)	-	(4,884,056)
Net Cash Provided by Operating Activities	9,394,573	(7,309,587)	(3,606,629)	23,712,051	19,770,270	56,349,454	(6,518,479)	91,791,653	-	91,791,653
NONCAPITAL FINANCING ACTIVITIES										
Proceeds from Issuance of Long-Term Debt	12,529,948	7,782,546	4,987,506	-	-	-	-	25,300,000	-	25,300,000
Principal Payments on Long-Term Debt	(3,268,931)	(1,297,079)	(498,751)	-	-	-	-	(5,064,761)	-	(5,064,761)
Interfund Operating Transfers	(1,163,102)	(356,129)	(183,116)	(467,261)	(331,503)	(637,749)	3,138,860	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	8,097,915	6,129,338	4,305,639	(467,261)	(331,503)	(637,749)	3,138,860	20,235,239	-	20,235,239
CAPITAL AND RELATED FINANCING ACTIVITIES										
Interfund Transfers for Capital Acquisition	(1,556,020)	(96,418)	-	(2,556,956)	(1,850,657)	(6,664,006)	12,724,057	-	-	-
Bond Interest Subsidy Received	-	-	-	1,862,741	-	7,125,196	-	8,987,937	-	8,987,937
Proceeds from Issuance of Long-Term Debt	55,000,000	10,000,000	5,000,000	-	-	-	10,100,000	80,100,000	-	80,100,000
Refinancing of Long-Term Debt	(33,000,000)	(10,000,000)	(5,000,000)	-	-	-	-	(48,000,000)	-	(48,000,000)
Principal Payments on Long-Term Debt	(3,613,000)	-	-	(8,350,000)	(8,255,000)	(18,785,000)	(60,000)	(39,063,000)	-	(39,063,000)
Principal Payments on Lease Obligations	-	-	-	-	-	-	(22,885)	(22,885)	-	(22,885)
Payments of Interest and Fees on Debt	(3,054,816)	(35,017)	(18,305)	(13,519,583)	(10,128,444)	(35,595,201)	(230,612)	(62,581,978)	-	(62,581,978)
Payments of Interest on Lease Obligations	-	-	-	-	-	-	(1,368)	(1,368)	-	(1,368)
Return of Net Position to Members	(28,205)	-	-	-	-	-	-	(28,205)	-	(28,205)
Proceeds from Disposal of Capital Assets	-	-	-	-	-	-	10,319	10,319	-	10,319
Acquisition and Construction of Capital Assets	(24,563,449)	-	-	(1,705,036)	(2,050,500)	(4,437,927)	(15,523,148)	(48,280,060)	-	(48,280,060)
Net Cash (Used) by Capital and Related Financing Activities	(10,815,490)	(131,435)	(18,305)	(24,268,834)	(22,284,601)	(58,356,938)	6,996,363	(108,879,240)	-	(108,879,240)
INVESTING ACTIVITIES										
Purchases of Investments	(6,774,736)	-	-	(35,395,499)	(26,468,005)	(73,455,471)	(101,000)	(142,194,711)	-	(142,194,711)
Proceeds from Sales and Maturities of Investments	7,680,501	-	-	36,240,946	28,025,308	76,140,294	-	148,087,049	-	148,087,049
Investment Income	449,038	35,380	18,305	836,620	84,005	1,566,664	9,914	2,999,926	-	2,999,926
Net Cash Provided (Used) by Investing Activities	1,354,803	35,380	18,305	1,682,067	1,641,308	4,251,487	(91,086)	8,892,264	-	8,892,264
Net Increase (Decrease) in Cash and Cash Equivalents	8,031,801	(1,276,304)	699,010	658,023	(1,204,526)	1,606,254	3,525,658	12,039,916	-	12,039,916
Cash and Cash Equivalents at Beginning of Year	20,415,550	3,476,181	1,304,590	6,779,845	3,975,495	4,682,559	337,474	40,971,694	-	40,971,694
Cash and Cash Equivalents at End of Year	$ 28,447,351	$ 2,199,877	$ 2,003,600	$ 7,437,868	$ 2,770,969	$ 6,288,813	$ 3,863,132	$ 53,011,610	$ -	$ 53,011,610
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES										
Operating Income (Loss)	$ 8,677,549	$ 1,099,233	$ 183,116	$ 11,356,798	$ 10,136,623	$ 28,877,717	$ (2,700,487)	$ 57,630,549	$ -	$ 57,630,549
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:										
Depreciation	4,812,112	-	-	8,951,848	6,668,680	19,952,838	152,738	40,538,216	-	40,538,216
Adjustments for (Increases) Decreases in Assets and							-			
Increases (Decreases) in Liabilities:							-			
Accounts Receivable	(6,490,917)	(7,235,759)	(4,601,148)	-	-	-	(249,309)	(18,577,133)	-	(18,577,133)
Due from Other Funds	3,309,501	(354,960)	-	-	-	-	(4,288,184)	(1,333,643)	1,333,643	-
Prepaid Expenses	248,057	-	-	(1,347,578)	(96,407)	(126,100)	(122,569)	(1,444,597)	-	(1,444,597)
Fuel Stock and Material Inventory	-	-	-	283,251	(470,562)	561,396	-	374,085	-	374,085
Contractual Deposits	(1,215,075)	-	-	-	-	-	-	(1,215,075)	-	(1,215,075)
Regulatory Assets	(39,631)	-	-	2,717,305	180,647	137,531	(79,478)	2,916,374	-	2,916,374
Accounts Payable	(616,641)	438,219	(50,034)	494,302	(327,768)	554,745	660,710	1,153,533	-	1,153,533
Accrued Payroll and Payroll Taxes	20,788	404	255	611	766	434	53,940	77,198	-	77,198
Deposits Held	-	-	-	-	-	-				
Due to Other Funds	-	(1,256,724)	861,182	473,183	170,122	665,380	420,500	1,333,643	(1,333,643)	-
Unearned Revenue	416,616	-	-	782,331	(470,306)	21,819	(3,425)	747,035	-	747,035
Net Pension Asset	-	-	-	-	-	-	(509,082)	(509,082)	-	(509,082)
Net Pension Liability	-	-	-	-	-	-	(1,790,289)	(1,790,289)	-	(1,790,289)
Deferred Outflows of Resources	-	-	-	-	-	-	441,535	441,535	-	441,535
Deferred Inflows of Resources	272,214	-	-	-	3,978,475	5,703,694	1,494,921	11,449,304	-	11,449,304
Net Cash Provided by Operating Activities	$ 9,394,573	$ (7,309,587)	$ (3,606,629)	$ 23,712,051	$ 19,770,270	$ 56,349,454	$ (6,518,479)	$ 91,791,653	$ -	$ 91,791,653
NONCASH INVESTING, CAPITAL AND RELATED-FINANCING ACTIVITIES										
Increase in Fair Value of Investments	$ (519,776)	$ -	$ -	$ (587,949)	$ (564,610)	$ (1,574,171)	$ -	$ (3,246,506)	$ -	$ (3,246,506)
Capital Assets Acquired by Capital Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,991	$ 38,991	$ -	$ 38,991
Capital Assets Acquisitions Included in Accounts Payable	$ 886,066	$ -	$ -	$ -	$ -	$ -	$ 1,545,651	$ 2,431,717	$ -	$ 2,431,717

NOTES TO FINANCIAL STATEMENTS
As of and for the Years Ended December 31, 2022 and 2021

NOTE 1: ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission ("MEC") is a joint action agency and political subdivision formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Sections 393.700-393.770. MEC's mission is to obtain reliable and economical electric power and best-in-class services for the benefit of member municipalities and their residents. MEC provides full power purchase requirements to members and arranges purchases for members in need of supplemental power and the sale of members' excess power under joint contracts with the members in both the State of Missouri and the State of Arkansas. MEC also arranges power transmission services, provides scheduling operations, training and technical services for its members and others. Each regular member of MEC appoints a representative to MEC's Board of Directors.

Within MEC there are three full requirements pools. The first pool is called the Missouri Public Energy Pool #1 ("MoPEP"). The 35 municipal members of MoPEP entered into joint agreements committing their current and future electric generating facilities and purchase power contracts to the pool of members to facilitate joint planning, scheduling, dispatching, power purchases, and acquisition ownership interests in electric power facilities. The joint agreements under MoPEP entail certain obligations by the members, including maintaining adequate customer rates and maintenance of power facilities and contracts in order to meet the members' commitments to the pool.

The second pool is called the Mid-Missouri Municipal Public Energy Pool ("MMMPEP"). The thirteen municipal members of MMMPEP have entered into power purchase contracts with MEC for the full power requirements of their respective municipality. A fourteenth city joined the pool January 1, 2023. There continues to be an opportunity for additional members to be added to the MMMPEP pool. These contracts were set to expire on May 31, 2028, but were amended in November 2022. The amended contracts now do not have an established termination date. Instead, the contracts will remain in effect until cancelled as to all MMMPEP members.

The third pool is called the Southwest Missouri Public Energy Pool ("SWMPEP") and was created in 2017. The municipal members of SWMPEP have entered into power purchase contracts with MEC for the full power requirements of their respective municipality. Following the terms of the power purchase contracts SWMPEP started receiving power from MEC on June 1, 2020. The power purchase contracts were set to expire on May 31, 2030, but these contracts were amended in early 2023. The amended contracts now do not have an established termination date. Instead, the contracts will remain in effect until cancelled as to all SWMPEP members. There are currently two members of SWMPEP with the possibility for additional members to join the pool.

As of December 31, 2022, MEC has several long-term commitments for power purchase contracts and operating costs of jointly owned power generating projects, as explained elsewhere in these notes. MEC's acquisition of ownership interests generally includes commitments under bond or other financing arrangements. Through participation in the joint agreements with other MEC members, each member has an allocated share of the various long-term commitments under these contracts, including its allocated portion of costs with MEC's ownership interest in power generating projects and take-or-pay power purchase commitments. MEC also has a second category of "advisory" members to allow rural electric cooperatives and non-Missouri municipalities to participate in these power supply programs and projects. MEC's membership includes four cities located in the State of Arkansas who also receive power from MEC. There are various cancellation provisions under these contracts.

MEC is a party to a joint operating agreement with the Missouri Association of Municipal Utilities ("the Association" or "MAMU") and the Missouri Gas Commission ("MGC") for the purpose of coordinating resources to improve efficiency and reduce costs. The resulting alliance, known as MPUA, is managed by a Joint board of directors comprised of representatives from the governing boards of each member. This board reviews and recommends annual budgets for each member, determines the allocation of expenses on a cost reimbursement basis to members, consults on employee issues, and recommends contractual arrangements with joint consultants to each member.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of MEC's finances. These financial statements include the Statements of Net Position, the Statements of Revenues, Expenses, and Changes in Net Assets, and the Statements of Cash Flows. Interfund balances, interfund transfers, and interfund sales and purchases of power and related items are eliminated in the government-wide statements.

Fund Accounting

MEC uses funds to report its financial position and results of its operations in its fund financial statements. Fund accounting is designed to aid financial management by segregating transactions related to certain functions or activities.

MEC reports the following proprietary funds as major funds:

The MoPEP Fund is used to account for financial resources related to power sales and the costs of power sales for the member municipalities of MoPEP.

The MMMPEP Fund is used to account for financial resources related to power sales and the costs of power sales for the member municipalities of MMMPEP.

The SWMPEP Fund is used to account for financial resources related to power sales and the costs of power sales for the member municipalities of SWMPEP.

The Generation Project Funds are used to account for revenues and expenses of three MEC jointly owned power plant projects. The generation project funds include Plum Point, Iatan 2, and Prairie State. See Note 3 for a complete description of each of these projects.

The Transmission Fund is used to account for financial resources related to transmission revenues and the associated costs for transmission assets owned by MEC.

MEC reports the following proprietary funds as non-major funds:

The Alliance Fund is used to account for all revenues and expenses associated with MPUA. The Alliance Fund pays for various administrative costs of MPUA members and receives payments from members as reimbursement for these costs.

The General Fund is used to account for general operations beneficial to all MEC members and projects. Power and transmission transactions not related to MoPEP, MMMPEP and SWMPEP members or the project funds are accounted for in the General Fund. The General Fund receives reimbursements from the other MEC funds for costs incurred that are allocable to the other funds.

The Energy Services Fund was created for the purpose of providing services to MEC members. A scheduling operations service center was created within the Energy Services Fund. The associated costs of scheduling operations, net of costs from outsourced services, are charged to other MEC funds that use scheduling services on an allocated basis. The Apprentice Training Program and the Instrumentation Technician Program, which charge fees for services, were moved from the General Fund into the Energy Services Fund in 2020. In addition, MEC handles the negotiation and contracts for two members, referred to as Power Interchange Sales and Purchases. These Power Interchange activities have also been moved from the General Fund into the Energy Services Fund in 2020 as a component of scheduling operations.

Measurement Focus, Basis of Accounting, and System of Accounts

These financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, or the economic asset is used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when an exchange takes place.

MEC's accounts are maintained in accordance with the Uniform System of Accounts of the Federal Energy Regulatory Commission ("FERC") and MEC maintains its accounting records and presents these financial statements in conformity with U.S. generally accepted accounting principles ("GAAP"), as applicable to governmental entities. MEC applies the accounting principles of Governmental Accounting Standards Board Statement No. 62 (GASB 62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements,* that pertain to regulated operations. Accordingly, revenues and expenses are matched to current and future periods in which the revenues are earned or the expenses are recovered through the rate-making process that is under the control of MEC's Board of Directors.

MEC distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods and services in connection with MEC's ongoing operations. Operating expenses include the costs of sales and services, member training, administrative and general expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Resources

MEC uses restricted resources first to fund expenditures when both restricted and unrestricted resources are available.

Revenue and Expense Recognition for Transactions with Regional Transmission Organizations

MEC sells electric power in the markets through Regional Transmission Organizations ("RTOs"), either from generation resources or through power purchase agreements, and MEC purchases energy from the RTOs where MEC economically needs to receive the power for providing electric service to its members. MEC records the sales and purchases of power through RTOs on a net basis. This revenue recognition policy avoids the recording of revenues and expenses on essentially the same energy multiple times.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Income Taxes

MEC is a body public and corporate of the State of Missouri and is exempt from federal and state income taxes.

Utility Plant in Service and Other Buildings and Equipment

Utility plant in service and other buildings and equipment are recorded at cost. MEC capitalizes fixed assets that have a useful life of three years and greater and an initial individual cost of at least $5,000. Capitalization thresholds may be set by individual projects; however, MEC analyzes the costs of each project to apply its capitalization policies consistently. MEC's share of utility plant betterments and major replacements in excess of $5,000 are capitalized and depreciated. The purchase of capital spares, which consist of critical equipment component spares for a utility plant, are capitalized and depreciated as part of the utility plant. The costs of normal maintenance and repairs are charged to operations as incurred. Amortization expense related to assets acquired with leases are recorded as a component of depreciation expense on the same basis as assets financed with other resources. Depreciation is expensed using the straight-line method over the estimated useful lives of the assets.

Following are the estimated useful lives for capital assets:

Asset class	Years
Computer Software	3-5
Computer Equipment	4-5
Office Furniture	7-10
Other Equipment	7-10
Office Buildings	40
Railcars	15
Utility Plant in Service	4-60
Transmission Assets	19-75

Bond Issuance Costs and Bond Premiums and Discounts

Financing costs incurred in connection with issuance of bonds and other long-term debt have been recognized as a regulatory asset and are recovered through MEC's future rates. Premiums and discounts in connection with issuance of long-term debt have been recognized and reported as a component of the outstanding debt balance. The financing costs and premiums and discounts are being amortized over the repayment period of the respective debt in accordance with MEC's rate-making policy. Financing costs that will not be recovered through future rates are expensed as incurred.

Investments

Investments are reported at fair value. Investment return includes interest income, realized and unrealized gains or losses, and investment expenses. See Note 2 for further information on MEC's investments.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses in the financial statements. The costs of prepaid items are recorded as expenses when consumed rather than when purchased.

Fuel Stock and Material Inventory

Fuel stock and material inventory are valued at average cost. The cost of fuel and materials used in production are expensed as used and are recovered through rates.

Accounts Receivable

Accounts receivable are stated at the amount billed to members and others. Based on historical experience, MEC considers all accounts receivable balances to be fully collectible; therefore, an allowance for uncollectible accounts is not considered necessary and has not been reported in these financial statements.

Interfund Receivables/Payables

During normal operations, numerous transactions occur between individual funds for energy provided or services rendered. These receivables and payables are classified as "Due from Other Funds" or "Due to Other Funds" in the combining statement of net position. These balances between funds are eliminated in the government-wide financial statements.

Asset Retirement Obligations

Asset retirement obligations ("AROs") are legal or contractual obligations associated with the retirement of tangible capital assets that are incurred upon the acquisition, construction, or normal operation of the capital asset. Regulatory accounting principles, in accordance with GASB codification section Re 10, *Regulated Operations* and MEC's rate-making practices, are used to recognize the associated ARO costs and revenues in MEC's financial statements. See Note 8 for further information regarding MEC's AROs.

Regulatory Assets and Regulatory Credits

MEC applies the accounting principles from GASB codification section Re 10, *Regulated Operations*. Billing rates are established by MEC's Board of Directors and are designed to fully recover each pool's and project's cost over the life of the pool or project. Participant billing rates are structured to recover current debt services requirements, operating costs, capital costs, and to fund certain other items. Accordingly, certain costs or revenues are deferred and reported as regulatory assets or regulatory credits until they are recovered in future rates or costs.

Regulatory assets are rights to additional revenues or deferred expenses, which are expected to be recovered through customer rates over some future period. Regulatory credits are reductions in earnings (or costs recovered) to cover future expenses. Regulatory credits are reported as deferred inflows of resources, which is discussed below. MEC, except for its jurisdictional transmission projects, is not a public utility subject to rate regulation by the Federal Energy Regulatory Commission or by the Missouri Public Service Commission.

Regulatory assets and regulatory credits consist of the following as of December 31:

Regulatory Assets	**2022**	**2021**
Interest, Depreciation and Capital Costs in Excess of Billings	$ 99,455	$ 2,401,318
Unamortized Debt Issuance Costs	15,827,375	16,075,390
Unrecovered Transmission Formula Rate Costs	241,377	119,940
Asset Retirement Obligations Amortization	1,252,639	1,030,495
	$ 17,420,846	$ 19,627,143

Regulatory Credits	**2022**	**2021**
Billings in Excess of Interest, Depreciation and Capital Costs	$ 80,392,888	$ 68,241,875
Advance Billings for Future Costs	181,590	-
	$ 80,574,478	$ 68,241,875

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to future periods, and as such, will not be recognized as an outflow of resources (expense) until then. MEC's items that qualify for reporting in this category are the unamortized deferred charge on refunded debt, deferred outflows associated with Asset Retirement Obligations, and deferred outflows relating to MEC's defined pension plan for its employees. These amounts are being amortized in accordance with GAAP and MEC's rate making policy.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to future periods, and as such, will not be recognized as an income or resources (revenue) until that time. The MEC items that qualify for reporting in this category are regulatory credits discussed above, the unamortized deferred gain on refunded debt, which is deferred and amortized over the shorter of the life of the refunded debt or the new debt, deferred inflows associated with AROs, and deferred inflows relating to MEC's defined benefit pension plan for employees. These amounts are being amortized in accordance with GAAP and MEC's rate making policy.

Deferred outflows and inflows of resources consist of the following as of December 31:

Deferred Outflows of Resources	**2022**	**2021**
Unamortized Deferred Charge on Refunded Debt	$ 26,300,383	$ 28,522,856
Asset Retirement Obligations	3,200,634	3,034,504
Defined Benefit Pension Plan Costs	1,205,734	1,386,993
	$ 30,706,751	$ 32,944,353

Deferred Inflows of Resources	**2022**	**2021**
Regulatory Credits	$ 80,574,478	$ 68,241,875
Asset Retirement Obligations	130,756	60,552
Defined Benefit Pension Plan Gains	464,597	1,494,921
Unamortized Deferred Gain on Refunded Debt	715,905	767,041
	$ 81,885,736	$ 70,564,389

Pensions

For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Pension plan investments are reported at fair value.

Arbitrage Rebate Liability

MEC's tax-exempt bonds are subject to Federal rebate requirements. Generally, any excess of earnings from investing bond proceeds over the amount that would have been earned at the yield rate of the bonds must be rebated to the Federal government. Arbitrage rebate liability, if any, has been determined based upon rebate calculations performed by MEC's rebate analyst. Refunds of past arbitrage rebate paid to the Federal government from subsequent rebate calculations are reported when the actual refund amounts are either acknowledged by the Internal Revenue Service or received by MEC due to the uncertainty of the actual refunds to be received.

Net Position

Net position is classified into three components. Net investment in capital assets consists of capital assets net of accumulated depreciation less the outstanding balances of debt incurred to finance those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Restricted net position consists of the balance of cash and investment accounts required to be maintained by bond indentures or by contract less any amounts currently payable from these accounts. The remaining balance of net position is classified as unrestricted.

Sometimes MEC will find outlays for a particular purpose to be available from both restricted and unrestricted resources. It is MEC's policy to generally use restricted resources first when both restricted and unrestricted resources are available.

Bond Interest Subsidy

This amount represents the 35% subsidy for interest costs on the Plum Point 2009A and Prairie State 2009A and 2010A Series Revenue Bonds issued under the Build America Bond ("BAB") Program. However, effective with its budget year ended September 30, 2013, and scheduled to continue through 2030, the United States ("U.S.") Federal government is subject to the process of sequestration, which reduces spending for many Federal programs, including the BAB program. MEC's BAB federal subsidies were reduced by approximately 5.7%, 5.7% and 5.9% for the U.S. Federal government's years ended September 30, 2022, 2021 and 2020 respectively. The sequestration rate for future years through 2030 is currently set at 5.7%; however, this is subject to change by the U.S. Federal government in the future.

Transmission Revenue and Transmission Expense

Transmission revenue and expense reported in the full requirements pools represents the costs of electric transmission services provided to MEC members that are directly allocable and billed to specific members. MEC refers to this as "local" transmission. Electric transmission costs that are not directly allocable and billed to specific members are allocated to all members of the respective pool or project and are recovered as a component of power sales and related charges and are recorded as a component of power purchases expense. Transmission revenue reported in the Transmission Fund represents revenue received from the MISO and SPP RTOs for MEC's transmission projects.

MAMU and MGC Transfers

A portion of the Association's and MGC's income is transferred to the Alliance Fund maintained by MEC to pay for MPUA expenses. Transfers from the Association and MGC (see Note 9) to the Alliance Fund are recognized as revenue in the calendar year to which they pertain. Transfers billed or received in advance of the year to which they pertain, if any, are reported as unearned revenue.

Risk Management

MEC manages its risks through insurance coverage provided by private insurers for workers' compensation, officers and directors liability, boiler/machinery, business interruption, and other property and business risks. There were no significant reductions in coverage over the past three years. Additionally, claims have not exceeded this commercial coverage in any of the three preceding years.

NOTE 2: CASH, CASH EQUIVALENTS, AND INVESTMENTS

Cash Equivalents

For the purpose of the Statements of Cash Flows, MEC considers unrestricted cash and highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Investments

MEC holds investments as authorized by Missouri State Statutes. Restricted cash and investments held by trustees under bond and trust indentures are managed in accordance with the applicable legal documents. With respect to restricted investments of bond funds held in trust, MEC's Board of Directors has obtained the opinion of legal counsel in further defining the types of investments permitted, which also includes investment agreements (including guaranteed investment contracts, or "GICs") and certain other investment agreements which are either collateralized or are provided by an entity that is rated, or whose guarantor is rated, in at least the two highest rating categories by Standard and Poor's and Moody's.

Fair Value – MEC holds investments that are measured at fair value on a recurring basis. MEC categorizes its fair value measurements within the fair value hierarchy established by GAAP. The fair value hierarchy requires information on the inputs used to determine the fair value of any assets reported at fair value as described below.

Level 1 investments are those where the fair value is determined based upon quoted prices in active markets for identical investments.

Level 2 investments are those where the fair value is determined using other significant observable inputs. The investments that fall into this category are fixed income securities where the inputs include interest rates, investment term, credit ratings and sales of similar investments.

Level 3 investments include any investments that don't fall in levels 1 or 2 and include significant unobservable inputs.

The following is a summary of the inputs used as of December 31, in valuing investments carried at fair value:

2022

	Total	Level 1	Level 2	Level 3
Cash	$ 499,707	$ 499,707	$ -	$ -
Money Market Funds	50,475,261	-	50,475,261	-
U.S. Agency Securities	25,180,000	-	25,180,000	-
Municipal Securities	98,044,789	-	98,044,789	-
Corporate Bonds	14,598,118	-	14,598,118	-
Asset Backed Securities	244,289	-	244,289	-
Mortgage Backed Securities	54,619	-	54,619	-
Certificates of Deposit	234,235	-	234,235	-
Other Fixed Income	708,210	-	708,210	-
	$ 190,039,228	$ 499,707	$ 189,539,521	$ -

2021

	Total	Level 1	Level 2	Level 3
Cash	$ 2,867,249	$ 2,867,249	$ -	$ -
Money Market Funds	48,383,318	-	48,383,318	-
U.S. Agency Securities	24,044,447	-	24,044,447	-
Municipal Securities	98,333,105	-	98,333,105	-
Corporate Bonds	19,998,948	-	19,998,948	-
Asset Backed Securities	191,706	-	191,706	-
Mortgage Backed Securities	65,137	-	65,137	-
Certificates of Deposit	501,803	-	501,803	-
Other Fixed Income	101,000	-	101,000	-
	$ 194,486,713	$ 2,867,249	$ 191,619,464	$ -

Investment Risk – While MEC does not have a formal investment policy that specifically addresses each of the following types of risks, the following describes MEC's practices and exposures with respect to these risks:

Interest Rate Risk – MEC manages its exposure to declines in fair values by only investing in obligations that return the initial investment and the interest earned and by generally holding investments to maturity or only selling investments for a realized or other short-term gain.

As of December 31, MEC had the following investments:

2022	Cash and Cash Equivalents	Investment Maturities (in years) Less than 1	1-5	Over 5	Fair Value
Cash	$ 499,707	$ -	$ -	$ -	$ 499,707
Money Market Funds	50,475,261	-	-	-	50,475,261
U.S. Agency Securities	-	2,037,327	16,106,361	7,036,312	25,180,000
Municipal Securities	-	26,126,537	47,015,817	24,902,435	98,044,789
Corporate Bonds	-	2,611,823	11,744,028	242,267	14,598,118
Asset Backed Securities	-	-	239,626	4,663	244,289
Mortgage Backed Securities	-	-	-	54,619	54,619
Certificates of Deposit	-	-	234,235	-	234,235
Long-term Agreement				708,210	708,210
Total Bond Accounts Investments	$ 50,974,968	$ 30,775,687	$ 75,340,067	$ 32,948,506	$ 190,039,228

Classified on the Balance Sheet as:	
Current Assets (includes portion of debt service accounts for bond payments through June 1, 2023)	
Investments (Current Assets)	$ 2,730,935
Restricted Bond Accounts, Current Portion	47,149,663
Less Checking Accounts Included in Restricted Bond Accounts	(2,388,283)
Other Assets - Investments	27,464,902
Less Trust Account for Asset Retirement Obligations	(185,193)
Restricted Assets	115,267,204
	$ 190,039,228

2021	Cash and Cash Equivalents	Investment Maturities (in years) Less than 1	1-5	Over 5	Fair Value
Cash	$ 2,867,249	$ -	$ -	$ -	$ 2,867,249
Money Market Funds	48,383,318	-	-	-	48,383,318
U.S. Agency Securities	-	1,515,099	13,016,836	9,512,512	24,044,447
Municipal Securities	-	24,138,651	58,303,473	15,890,981	98,333,105
Corporate Bonds	-	9,055,746	10,918,590	24,612	19,998,948
Asset Backed Securities	-	-	79,375	112,331	191,706
Mortgage Backed Securities	-	-	-	65,137	65,137
Certificates of Deposit	-	252,623	249,180	-	501,803
Long-term Agreement	-	-	-	101,000	101,000
Total Bond Accounts Investments	$ 51,250,567	$ 34,962,119	$ 82,567,454	$ 25,706,573	$ 194,486,713

Classified on the Balance Sheet as:	
Current Assets (includes portion of debt service accounts for bond payments through June 1, 2022)	
Investments (Current Assets)	$ 7,259,936
Restricted Bond Accounts, Current Portion	45,817,724
Less Checking Accounts Included in Restricted Bond Accounts	(1,061,909)
Other Assets - Investments	23,857,985
Less Trust Account for Asset Retirement Obligations	(164,101)
Restricted Assets	118,777,078
	$ 194,486,713

Credit Risk – Credit risk is the risk that the issuer or the counterparty to an investment will not fulfill its obligations. Credit risk is measured using credit quality ratings of investments in debt securities as described by nationally recognized rating agencies such as Standard and Poor's, Fitch, and Moody's Investor Service

("Moody's"). MEC's practice is to only invest in investment grade securities.

The following is a summary of the credit quality ratings by investment type, as listed by Moody's, or by its equivalent rating if rated by a different rating service, as of December 31:

Type of Investment	Quality Rating	Fair Value 2022	Fair Value 2021
Cash	Not Rated	$ 499,707	$ 2,867,249
Money Market Funds	Aaa	50,442,678	48,149,033
Money Market Funds	Not Rated	32,583	234,285
U.S. Agency Securities	Aaa	25,180,000	24,044,447
Municipal Securities	Aaa	15,456,188	15,056,939
Municipal Securities	Aa1	24,492,127	18,985,048
Municipal Securities	Aa2	39,528,433	42,396,043
Municipal Securities	Aa3	18,483,287	19,393,883
Municipal Securities	A1	1,319,230	1,190,266
Municipal Securities	A2	115,674	301,417
Municipal Securities	A3	21,530	1,003,225
Municipal Securities	Baa1	-	6,284
Corporate Bonds	Aaa	2,254,672	6,149,728
Corporate Bonds	Aa1	-	226,148
Corporate Bonds	Aa2	672,646	3,073,718
Corporate Bonds	Aa3	1,068,334	1,065,821
Corporate Bonds	A1	2,106,652	2,127,367
Corporate Bonds	A2	3,960,282	4,578,989
Corporate Bonds	A3	3,163,851	2,766,648
Corporate Bonds	Baa1	-	5,371
Corporate Bonds	Baa2	-	5,158
Asset Backed Securities	Aaa	53,354	73,552
Asset Backed Securities	Aa1	120,400	45,487
Asset Backed Securities	Aa2	70,536	31,662
Asset Backed Securities	Aa3	-	21,230
Asset Backed Securities	A1	-	19,775
Mortgage Back Securities	Aaa	27,822	65,137
Mortgage Back Securities	Aa2	17,725	-
Mortgage Back Securities	Aa3	9,072	-
Certificates of Deposit	Not Rated	234,235	501,803
Other Fixed Income	Not Rated	708,210	101,000
		$ 190,039,228	$ 194,486,713

The cash, money market funds and certificates of deposit listed above as not rated were either fully insured by FDIC insurance or collateralized by securities.

Concentration of Credit Risk – This is the risk of loss attributed to the magnitude of investment in a single issuer. MEC does not place limits on the amount that may be invested in any one issuer, except investments in certificates of deposit must be fully insured or collateralized by the financial institution with pledged securities held in MEC's name. As of December 31, 2022 and 2021, MEC had investments in the Blackrock Federal Fund totaling approximately 25% and 23%, respectively, of total investments at December 31, 2022 and 2021, MEC had investments in the Federated Prime Obligations Funds totaling approximately 1% and 5%, respectively of total investments.

Custodial Risk for Deposits – This is the risk that, in the event of a financial institution's failure, deposits may not be returned. MEC's practice is to use bank depositories that pose little or no risk of loss of principal balance. Bank checking accounts are maintained so that excess funds are swept each night into overnight repurchase agreements, into governmental money market accounts with a AAA rating, or the financial institution pledges securities held in MEC's name with a fair value of at least 100% of the uninsured bank balance of deposits. MEC requires that securities underlying repurchase agreements must have a fair value of at least 100% of the cost of the repurchase agreement.

Custodial Credit Risk for Investments – This is the risk that in the event of failure of the issuer or other counterparty to an investment, the investor will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. As of December 31, 2022 and 2021, all of MEC's investments were held by the counterparty's trust department or agent in MEC's name.

Restricted Cash, Cash Equivalents, and Investments – A summary of restricted cash, cash equivalents and investments held by MEC under bond indentures as of December 31 is as follows:

	2022	2021
Operating and Maintenance Accounts	$ 9,521,620	$ 9,457,169
Contingency Reserve Accounts	7,268,187	7,229,625
Total	$ 16,789,807	$ 16,686,794

NOTE 3: UTILITY PLANT PROJECTS

Plum Point Energy Station Plant (placed in service during 2010)

In March 2006, MEC entered into agreements to acquire a 22.11% undivided interest (or approximately 147 MW) in the Plum Point Energy Station, a 665-megawatt (MW) coal-fired generating plant near Osceola, Arkansas. MEC entered into life of unit, take-or-pay unit power purchase agreements with four of its Missouri member municipalities and three Arkansas municipalities, which are Advisory Members, plus MoPEP is allocated a 13.6% share of the capacity and energy of the plant. MEC's capitalized project expenditures for its share of the costs are recovered through rates and charges from MEC's MoPEP members and from the participating municipalities under life-of-unit take or pay unit power purchase agreements. MEC is required to pay its proportionate share of plant operation costs, operating reserves, working capital requirements and plant closure costs and in return MEC receives its proportionate share of the energy generated by the plant.

Iatan Unit 2 (placed in service during 2011)

MEC paid its proportionate share of construction costs for an 11.76% undivided interest (or approximately 100 MW) in a second unit of the Iatan Generating Station, an 850 MW coal-fired generating plant constructed at the Iatan Station site in Platte County, Missouri. MEC allocated 30% of its Iatan Unit 2 interest to MoPEP and has entered into power purchase agreements with two of its member municipalities for the sale of the remaining capacity and energy. MEC's capitalized project expenditures for its share of the costs are recovered through rates and charges from MEC's MoPEP members and from the participating municipalities under power purchase agreements. MEC is required to pay, through rates, its allocable share of common facilities upgrade costs, common facilities additions and retirements, and plant operation costs and in return, MEC receives its proportionate share of the energy generated by the plant.

Prairie State Energy (units 1 and 2 placed in service during 2012)

In February 2005, MEC joined a consortium known as the Prairie State Generating Company, LLC to participate in the development and construction of a two-unit 1,582 MW (combined) pulverized coal-fueled power generating facility in Washington County, Illinois. MEC's capitalized project expenditures for its share of the costs, including coal reserves, are being recovered from MEC's MoPEP members through rates and charges and from six other MEC members under power purchase agreements. MEC is authorized to take up to 12.33% of the total facility capacity. MoPEP takes 44.1% of the electric power generated by MEC's share in the facility. MEC is required to pay its proportionate share of plant operation costs, operating reserves, working capital requirements and plant closure costs.

Laddonia Ethanol Co-Generation Plant (placed in service during 2007)

In 2006 and 2007, MEC entered into lease-purchase financing agreements with MAMU to obtain funding under MAMU's finance program for Missouri municipal utilities for development of a natural gas fired, electric co-generation facility linked to an ethanol plant near Laddonia, Missouri. The project is for the energy needs of MoPEP members and MEC will recover all costs incurred from those members through rates and charges. See Note 5 regarding financing for this project.

Dogwood Energy Center (acquired ownership interest in 2012 and 2018)

On March 26, 2012, MEC acquired an 8.2% interest in the Dogwood Energy Center, a 610 MW combined-cycle natural gas plant located in Pleasant Hill, Missouri. On May 30, 2018, MEC acquired an additional 8.2% interest in the Dogwood Energy Center, bringing MEC's total ownership interest in the energy center to 16.4%. MEC's ownership interest in the plant is for the energy needs of MoPEP members and MEC will recover all costs incurred from those members through rates and charges. The combined cycle plant was originally placed in service in 2002.

Fredericktown Power Generation Plant (placed in service during 2015)

In October 2010, MEC approved the development, construction and installation of a two-unit natural gas fired generating facility, with approximately nominal net 24 MW (combined) capacity, in Fredericktown Missouri, a member city of MoPEP. The output of the generating station primarily serves electric peaking loads of MEC's members participating in MoPEP; however, the units are called to run at different times by the market operator. MEC recovers all costs incurred from MoPEP members through rates and charges.

Solar Farms (acquired in 2020, 2021 and 2022)

In December 2020, MEC negotiated an early purchase option of the 3.2 MW Butler Solar Farm located in the City of Butler, Missouri. This solar farm was originally placed in service in March 2014 under a power purchase agreement between MEC and the developer.

In December 2021, MEC negotiated early purchase options for the solar farms located in the Missouri cities of Macon, Marshall, Rolla, Trenton, and Waynesville. These solar farms were originally placed in service between May 2015 and December 2016 under a power purchase agreement between MEC and the developer. The actual ownership transfer of the Macon solar farm was delayed until March 2022 for the previous owner to complete agreed upon repairs prior to closing.

In December 2022, MEC negotiated early purchase options for the solar farms located in the Missouri cities of Chillicothe, Lebanon, Higginsville, and Farmington. These solar farms were originally placed in service between June 2017 and August 2018 under a power purchase agreement between MEC and the developer.

The table below summarizes MEC's ownership interests in electric generation assets as of December 31, 2022.

Utility Plant	Ownship Share	Capacity Rating	Capital Assets	Accumulated Depreciaton
MoPEP Generation				
Laddonia	100%	12 MW	$ 11,671,300	$ 6,960,961
Fredericktown	100%	24 MW	19,876,465	7,085,871
Dogwood	16.4%	610 MW	69,571,060	20,932,980
Solar - Butler	100.0%	3.2 MW	5,507,344	440,587
Solar - Macon	100.0%	3.2 MW	5,288,501	198,319
Solar - Marshall	100.0%	3.2 MW	5,305,085	265,254
Solar - Rolla	100.0%	3.2 MW	5,305,391	265,270
Solar - Trenton	100.0%	3.2 MW	5,305,796	265,290
Solar - Waynesville	100.0%	3.2 MW	5,304,419	265,221
Solar - Higginsvillle	100.0%	3.2 MW	5,305,383	-
Solar - Farmington	100.0%	3.2 MW	5,302,753	-
Solar - Lebanon	100.0%	3.2 MW	5,306,220	-
Solar - Chillicothe	100.0%	3.2 MW	5,173,866	-
Plum Point Project	22.1%	665 MW	306,142,774	101,292,991
Iatan Unit 2 Project	11.8%	850 MW	280,193,913	72,880,608
Prairie State Project	12.3%	1,582 MW	811,145,079	204,952,201

NOTE 4: UTILITY PLANT IN SERVICE AND OTHER CAPITAL ASSETS

A summary of changes in utility plant in service and other capital assets for the years ended December 31, 2022 and 2021 are as follows:

	Balance 1/1/2022	Additions	Transfers	Disposals	Balance 12/31/2022
Capital Assets not Being Depreciated:					
Land					
Office Buildings	$ 2,062,269	$ -	$ -	$ (68,500)	$ 1,993,769
Transmission	-	954,510	-	-	954,510
Plum Point	2,538,009	-	-	-	2,538,009
Iatan 2	3,619	-	-	-	3,619
Prairie State	3,939,953	-	-	-	3,939,953
MoPEP Units					
Dogwood	46,003	-	-	-	46,003
Total Land	8,589,853	954,510	-	(68,500)	9,475,863
Construction in Process					
Office Building	20,103,357	953,809	(21,057,166)	-	-
Control Center Equipment	11,440	-	(11,440)	-	-
Plum Point	1,196,471	914,409	(394,406)	-	1,716,474
Iatan 2	1,761,529	1,016,718	(914,858)	-	1,863,389
Prairie State	4,403,710	5,820,336	(1,635,311)	-	8,588,735
Transmission	-	31,299	-	-	31,299
MoPEP Units					
Laddonia	1,381,549	280,818	(1,023,475)	-	638,892
Fredericktown	42,008	-	-	-	42,008
Dogwood	290,914	1,496,416	-	-	1,787,330
Solar Plant	-	37,112	(27,661)	-	9,451
Total Construction in Process	29,190,978	10,550,917	(25,064,317)	-	14,677,578
Total Capital Assets not Being Depreciated	37,780,831	11,505,427	(25,064,317)	(68,500)	24,153,441
Capital Assets Being Depreciated:					
Plum Point					
Utility plant	291,609,904	214,777	394,406	-	292,219,087
Railcars	9,669,204	-	-	-	9,669,204
Iatan 2					
Utility Plant	277,423,512	4,196	914,858	(15,661)	278,326,905
Prairie State					
Utility Plant	756,774,882	-	1,093,962	(149,470)	757,719,374
Coal Mine and Mine Equipment	40,429,030	-	541,349	(73,362)	40,897,017
Transmission	-	21,584,678	-	-	21,584,678
MoPEP Units					
General Assets	36,559	-	-	-	36,559
Laddonia Utility Plant	11,384,810	-	1,023,475	(736,985)	11,671,300
Dogwood Utility Plant	67,737,727	-	-	-	67,737,727
Fredericktown	19,834,457	-	-	-	19,834,457
Solar Plant	26,733,194	26,343,892	27,661	-	53,104,747
Administrative					
Office Building and Training Center	1,601,249	-	19,951,872	(1,601,249)	19,951,872
Furniture and Equipment	592,512	2,469	1,105,294	(22,395)	1,677,880
Transportation and Other Equip.	193,829	33,000	11,440	-	238,269
Computer Software	217,524	-	-	-	217,524
Total Capital Assets Being Depreciated	1,504,238,393	48,183,012	25,064,317	(2,599,122)	1,574,886,600
Accumulated Depreciation	(378,582,882)	(44,627,136)	-	1,228,964	(421,981,054)
Total Capital Assets Being Depreciated, net of Depreciation	1,125,655,511	3,555,876	25,064,317	(1,370,158)	1,152,905,546
Total Capital Assets, Net	$ 1,163,436,342	$ 15,061,303	$ -	$ (1,438,658)	$ 1,177,058,987

	Balance 1/1/2021	Additions	Transfers	Disposals	Balance 12/31/2021
Capital Assets not Being Depreciated:					
Land					
Office Buildings	$ 2,062,269	$ -	$ -	$ -	$ 2,062,269
Plum Point	2,538,009	-	-	-	2,538,009
Iatan 2	3,619	-	-	-	3,619
Prairie State	3,939,953	-	-	-	3,939,953
MoPEP Units					
Dogwood	46,003	-	-	-	46,003
Total Land	8,589,853	-	-	-	8,589,853
Construction in Process					
Office Building	4,685,201	15,418,156	-	-	20,103,357
Control Center Equipment	-	11,440	-	-	11,440
Plum Point	1,234,161	1,680,240	-	(1,717,930)	1,196,471
Iatan 2	1,711,394	2,026,101	-	(1,975,966)	1,761,529
Prairie State	4,633,294	4,650,926	-	(4,880,510)	4,403,710
MoPEP Units					
Laddonia	233,470	1,155,739	-	(7,660)	1,381,549
Fredericktown	42,008	11,500	-	(11,500)	42,008
Dogwood	3,525,800	2,170,352	-	(5,405,238)	290,914
Total Construction in Process	16,065,328	27,124,454	-	(13,998,804)	29,190,978
Total Capital Assets not Being Depreciated	24,655,181	27,124,454	-	(13,998,804)	37,780,831
Capital Assets Being Depreciated:					
Plum Point					
Utility plant	289,892,079	24,796	1,717,930	(24,901)	291,609,904
Railcars	9,669,204	-	-	-	9,669,204
Iatan 2					
Utility Plant	276,292,643	24,399	1,975,966	(869,496)	277,423,512
Prairie State					
Utility Plant	753,568,784	-	3,664,190	(458,092)	756,774,882
Coal Mine and Mine Equipment	39,243,316	-	1,216,320	(30,606)	40,429,030
MoPEP Units					
General Assets	36,559	-	-	-	36,559
Laddonia Utility Plant	11,377,150	-	7,660	-	11,384,810
Dogwood Utility Plant	62,332,489	-	5,405,238	-	67,737,727
Fredericktown	19,822,957	-	11,500	-	19,834,457
Solar Plant	5,507,334	21,225,860	-	-	26,733,194
Administrative					
Office Building	1,601,249	-	-	-	1,601,249
Furniture and Equipment	630,801	49,458	-	(87,747)	592,512
Transportation and Other Equip.	140,984	75,395	-	(22,550)	193,829
Computer Software	217,524	-	-	-	217,524
Total Capital Assets Being Depreciated	1,470,333,073	21,399,908	13,998,804	(1,493,392)	1,504,238,393
Accumulated Depreciation	(338,422,715)	(40,529,823)	-	369,656	(378,582,882)
Total Capital Assets Being Depreciated, net of Depreciation	1,131,910,358	(19,129,915)	13,998,804	(1,123,736)	1,125,655,511
Total Capital Assets, Net	$ 1,156,565,539	$ 7,994,539	$ 13,998,804	$ (15,122,540)	$ 1,163,436,342

The Prairie State Energy project includes contiguous coal reserves and a mine portal to supply coal to the power plant. The following is a schedule of the changes in MEC's ownership interest in the coal reserves, measured in tons:

Estimated Recoverable Reserves, as of December 31, 2020	19,478,438
2021 Changes in Reserve Estimate	-
Reserve Acquisitions in 2021	-
Amount Mined During 2021	(818,226)
Estimated Recoverable Reserves, as of December 31, 2021	18,660,212
2022 Changes in Reserve Estimate	-
Reserve Acquisitions in 2022	-
Amount Mined During 2022	(806,862)
Estimated Recoverable Reserves, as of December 31, 2022	17,853,350

NOTE 5: LEASE OBLIGATIONS

MEC leases various office equipment items such as printers, copy machines, postage machine, and the office phone system instead of purchasing them outright. Following GASB Statement No. 87, *Leases,* a lease obligation has been recorded for leased equipment along with a corresponding capital asset that is amortized over the term of the lease. The portion of the lease agreements determined to be assignable to supplies or services are not considered as part of the lease obligation and are recognized as an expense as incurred. The terms of these leases range from two to five years and MEC has used a 4% borrowing rate for each lease obligation. The amount of leased assets recorded as of December 31, 2022 and 2021 was $55,751 and $67,097 respectively, with corresponding accumulated amortization of $19,827 and $17,660, respectively.

The schedule below displays the principal and interest requirements to maturity for MEC's lease obligations as of December 31, 2022.

	Principal	Interest	Total
2023	$ 10,956	$ 1,007	$ 11,963
2024	11,323	640	11,963
2025	9,009	287	9,296
2026	4,856	49	4,905
Total Payments	$ 36,144	$ 1,983	$ 38,127

NOTE 6: LONG-TERM DEBT

Changes in Long-term Debt

The following is a summary of changes in long-term debt for the years ended December 31, 2022 and 2021:

	Balance 1/1/2022	Additions	Payments or Amortization	Balance 12/31/2022	Principal Due in One Year
Utility Plant Projects:					
Revenue Bonds					
Plum Point Energy Station	$ 245,350,000	$ -	$ 8,765,000	$ 236,585,000	$ 9,205,000
Add Bond Premium	18,117,503	-	1,509,792	16,607,711	
Deduct Bond Discount	(37,844)	-	(2,523)	(35,321)	
Iatan Unit 2	204,970,000	-	8,670,000	196,300,000	9,095,000
Add Bond Premium	20,178,129	-	1,559,408	18,618,721	
Prairie State Energy Campus	640,045,000	-	19,655,000	620,390,000	20,565,000
Add Bond Premium	46,040,885	-	3,618,419	42,422,466	
Dogwood	24,835,000	-	645,000	24,190,000	675,000
Add Bond Premium	2,848,214	-	129,957	2,718,257	
MoPEP Facilities	33,860,000	-	1,825,000	32,035,000	1,925,000
Add Bond Premium	3,955,770	-	263,834	3,691,936	
MoPEP Solar	-	43,685,000	-	43,685,000	1,220,000
Add Bond Premium	-	3,308,026	-	3,308,026	-
Direct Borrowing Financings					
2006A Financing for Office Building	879,000	-	879,000	-	-
Revolving Credit Line	22,000,000	24,800,000	27,300,000	19,500,000	-
Office Building Direct Financing	10,100,000	-	385,073	9,714,927	404,795
MO Emergency Utility Loan Program	20,235,239	2,222,900	6,585,505	15,872,634	4,776,611
Total Long-term Debt	$ 1,293,376,896	$ 74,015,926	$ 81,788,465	$ 1,285,604,357	$47,866,406

	Balance 1/1/2021	Additions	Payments or Amortization	Balance 12/31/2021	Principal Due in One Year
Utility Plant Projects:					
Revenue Bonds					
Plum Point Energy Station	$ 253,700,000	$ -	$ 8,350,000	$ 245,350,000	$ 8,765,000
Add Bond Premium	19,627,295	-	1,509,792	18,117,503	-
Deduct Bond Discount	(40,367)	-	(2,523)	(37,844)	-
Iatan Unit 2	213,225,000	-	8,255,000	204,970,000	8,670,000
Add Bond Premium	21,737,537	-	1,559,408	20,178,129	-
Prairie State Energy Campus	658,830,000	-	18,785,000	640,045,000	19,655,000
Add Bond Premium	49,659,304	-	3,618,419	46,040,885	-
Dogwood	26,480,000	-	1,645,000	24,835,000	645,000
Add Bond Premium	3,144,693	-	296,479	2,848,214	-
MoPEP Facilities	35,600,000	-	1,740,000	33,860,000	1,825,000
Add Bond Premium	4,053,082	-	97,312	3,955,770	-
Direct Borrowing Financings					
2005A Financing for Laddonia	210,000	-	210,000	-	-
2006A Financing for Laddonia	18,000	-	18,000	-	-
2006A Financing for Office Building	939,000	-	60,000	879,000	60,000
Revolving Credit Line	-	70,000,000	48,000,000	22,000,000	-
Office Building Direct Financing	-	10,100,000	-	10,100,000	285,441
MO Emergency Utility Loan Program	-	25,300,000	5,064,761	20,235,239	5,060,000
Total Long-term Debt	$ 1,287,183,544	$ 105,400,000	$ 99,206,648	$ 1,293,376,896	$44,965,441

Summary of Long-term Debt

The following is a description of long-term debt. Amounts are presented inclusive of unamortized bond premiums or discounts totaling $87,331,796 and $91,102,657 as of December 31, 2022 and 2021, respectively.

	2022	2021
Revenue Bond Financing		
$48,600,000 Series 2009A and $4,860,000 Series 2009B MJMEUC Power Project Revenue Bonds (Plum Point Project). (a)	$ 53,460,000	$ 53,460,000
$193,720,000 Series 2009A and $14,200,000 Series 2009B MJMEUC Power Project Revenue Bonds (Prairie State Project). (b)	130,570,000	135,610,000
$73,420,000 Series 2010A and $4,585,000 Series 2010B MJMEUC Power Project Revenue Bonds (Prairie State Project). (c)	63,571,122	65,429,718
$155,730,000 Series 2014A MJMEUC Power Project Revenue Refunding Bonds (Iatan 2 Project). (d)	131,085,335	140,766,729
$192,605,000 Series 2014A MJMEUC Power Project Revenue Refunding Bonds (Plum Point Project). (e)	162,647,711	172,892,503
$215,105,000 Series 2015A MJMEUC Power Project Revenue Refunding Bonds (Prairie State Project). (f)	165,051,118	179,811,798
$80,685,000 Series 2015A MJMEUC Power Project Revenue Refunding Bonds (Iatan 2 Project). (g)	83,833,386	84,381,400
$37,240,000 Series 2015A MJMEUC Power Project Revenue Refunding Bonds (Plum Point Project). (h)	37,049,679	37,077,156
$252,745,000 Series 2016A MJMEUC Power Project Revenue Refunding Bonds (Prairie State Project). (i)	274,054,240	275,180,720
$26,640,000 Series 2017 MJMEUC Power Project Revenue Refunding Bonds (Prairie State Project) (j)	29,565,986	30,053,650
$35,600,000 Series 2017 MJMEUC Power Supply System Revenue Refunding Bonds (MoPEP Facilities) (k)	35,726,936	37,815,770
$26,605,000 Series 2018 Power Supply System Revenue Bonds (Dogwood Project). (l)	26,908,257	27,683,213
$43,685,000 Series 2022 Power Supply System Revenue Bonds (MoPEP Facilities) (Green Bonds - Climate Bond Certified). (m)	46,993,026	-
Direct Borrowing Financing		
$1,523,000 Financing under the Missouri Association of Municipal Utilities Lease Financing Program Series 2006A. (n)	-	879,000
$75,000,000 Line of Credit Agreement with a Financial Institution. (o)	19,500,000	22,000,000
$25,300,000 State of Missouri Utility Emergency Loan Program (p)	15,872,634	20,235,239
$10,100,000 direct placement financing - General Obligation Debt (q)	9,714,927	10,100,000
Total Long-term Debt	1,285,604,357	1,293,376,896
Less Current Maturities	(47,866,406)	(44,965,441)
Total Long-term Debt, Net of Current Maturities	$ 1,237,737,951	$ 1,248,411,455

(a) Plum Point Project – Series 2009: Principal due annually beginning on January 1, 2037 through 2039. Interest is payable semi-annually. Interest on the Series 2009A taxable "Build America Bonds" is at 7.73%. Interest on the Series 2009B taxable bonds is at 7.73%. Under the Build America Bonds program, the U.S. Federal government makes semi-annual bond interest subsidy payments to reduce the effective interest rates of the taxable bonds.

(b) Prairie State Project – Series 2009: Principal due annually beginning on January 1, 2014 through 2042. Interest is payable semi-annually. Interest on the Series 2009A taxable "Build America Bonds" range from 5.33% to 6.89%. The Series 2009B bonds matured on January 1, 2016. Under the Build America Bonds program, the U.S. Federal government makes semi-annual bond interest subsidy payments to reduce the effective interest rates of the taxable bonds. A portion of the Series 2009A bonds were refunded, on a crossover basis, with refunding bonds issued in 2017, see (k) below.

(c) Prairie State Project – Series 2010: Principal due annually on January 1, 2014 through 2042. Interest is payable semi-annually. Interest on the Series 2010A taxable "Build America Bonds" range from 4.88% to 7.9%. The Series 2010B bonds matured on January 1, 2016. Under the Build America Bonds program, the U.S. Federal government makes semi-annual bond interest subsidy payments to reduce the effective interest rates of the taxable bonds.

(d) Iatan 2 Project – Series 2014A Refunding: Proceeds were used to refund a portion of the Series 2006A and a portion of the 2009A Iatan 2 Project Revenue Bonds. Principal due annually on January 1, 2017 through 2034. Interest is payable semi-annually. Interest on the Series 2014A tax-exempt bonds range from 4.0% to 5.0%.

(e) Plum Point Project – Series 2014A Refunding: Proceeds were used to refund a portion of the Series 2006 Plum Point Project Revenue Bonds. Principal due annually on January 1, 2017 through 2034. Interest is payable semi-annually. Interest on the Series 2014A tax-exempt bonds range is 5.0%.

(f) Prairie State Project – Series 2015A Refunding: Proceeds were used to refund a portion of the Series 2007A Prairie State Project Revenue Bonds. Principal due annually on June 1, 2017 through December 1, 2031. Interest is payable semi-annually. Interest on the Series 2015A tax-exempt bonds range from 3.25% to 5.0%.

(g) Iatan 2 Project – Series 2015A Refunding: Proceeds were used to refund the remaining Series 2006A Iatan 2 Project Revenue Bonds, except for the principal payment scheduled for January 1, 2016, and a portion of the Series 2009A Iatan 2 Project Revenue Bonds. Principal due annually on December 1, 2016 through 2038. Interest is payable semi-annually. Interest on the Series 2015A tax-exempt bonds range from 3.0% to 5.0%.

(h) Plum Point Project – Series 2015A Refunding: Proceeds were used to refund the remaining Series 2006 Plum Point Project Revenue Bonds, except for the principal payment scheduled for January 1, 2016. Principal due annually on January 1, 2017 through 2036. Interest is payable semi-annually. Interest on the Series 2015A tax-exempt bonds range from 2.0% to 5.0%.

(i) Prairie State Project – Series 2016A Refunding: Proceeds were used to refund a portion of the Series 2007A Prairie State Project Revenue Bonds. Principal due annually on December 1, 2032 through 2041. Interest is payable semi-annually. Interest on the Series 2016A tax-exempt bonds range from 4.0% to 5.0%.

(j) Prairie State Project – Series 2017 Refunding: Proceeds were used to refund, on a crossover basis, a portion of the Series 2009A Prairie State Project Revenue Bonds. Principal due annually on January 1, 2025 through 2029. Interest is payable semi-annually. Interest on the Series 2017 tax-exempt bonds are 5.0%.

(k) MoPEP Facilities – Series 2017 Refunding: Proceeds were used to refund a portion of the Series 2011 – Fredericktown Project Revenue Bonds and a portion of the Series 2012 – Dogwood Project Revenue Bonds. Principal due annually on December 1, 2021 through 2036. Interest is payable semi-annually. Interest on the Series 2017 tax-exempt bonds range from 3.375% to 5.0%.

(l) MoPEP Facilities Dogwood Generating Facility Project – Series 2018: Proceeds used to purchase additional 8.2% interest in facility. Principal due annually on December 1, through 2043. Interest on the Series 2018 tax-exempt bonds range from 3.0% to 5.0%.

(m) MoPEP Facilities – Series 2022: Proceeds were used to purchase solar energy projects. Principal due annually on December 1, 2021 through 2043. Interest is payable semi-annually. Interest on the Series 2022 tax-exempt bonds range from 5.0% to 5.25%.

(n) MAMU Lease Financing Program Series 2006A: Proceeds were used to fund the purchase of MJMEUC's office building and associated remodeling costs. The building was sold in 2022 and the debt was paid off at that time.

(o) Line of Credit: As of December 31, 2022, MEC had a $75 million line of credit agreement with a financial institution. Under the terms of the agreement, MEC must maintain a debt service coverage ratio of 1.00 or greater and days cash on hand of 30 days or greater. Interest is due quarterly with a final maturity on April 5, 2024. Proceeds can be used for any purpose consistent with MEC's operations. The interest rate is variable based on the one-month LIBOR rate plus the applicable spread (1.15% on December 31, 2022). The applicable spread ranges from 1.15% to 2.40% depending on any downgrades to MEC's debt. MEC used $7.5 million of its available credit under this line for two irrevocable standby letters of credit issued by the same financial institution totaling $7.5 million, which MEC posted as collateral at two RTO's. The line of credit is used as collateral for the letters of credit. $19,500,00 was drawn on the line of credit as temporary financing for the purchase of two transmission systems. $22 million was drawn on the line of credit as temporary financing for the purchase of four solar farms in 2021, which was paid off with permanent financing in 2022.

(p) State of Missouri Utility Emergency Loan Program (MUELP): The State of Missouri created the MUELP in response to Winter Storm Uri. These funds were available to public utilities to assist them in paying for exuberant wholesale energy costs related to Winter Storm Uri and allows for a noninterest-bearing loan with a payback for up to 5-years.

(q) Direct Placement Financing for Office and Training Center: Proceeds were used for financing a portion of MPUA's office and training center. The financing agreement calls for quarterly principal and interest payments through January 2042 and has a stated interest rate of 2.5%.

The revenue bonds are special, limited obligations of MEC, payable solely out of the net revenues relating to the ownership and operation of the project funded with the bonds, the ownership and a pledge and security interest in the respective bond sale proceeds and assets held by trustees under each respective bond indenture. The net revenues include sales to participating MEC members and other municipalities pursuant to unit-specific, life-of-unit, take-or-pay power purchase agreements between MEC and each of the municipalities participating with MEC in the respective project.

The bond indentures contain certain financial and other covenants, including a rate covenant to provide sufficient revenues for payments into the various accounts held by bond trustees for reserves and for payment of principal and interest. MEC is required to collect in revenues for the MoPEP Fund at least an additional 10 percent of the aggregate amount payable in each fiscal year for all indebtedness, including MoPEP's allocable portion thereof. The fair value of three debt service reserve funds has dropped below the minimum level allowed in the bond agreements due to market fluctuations. MEC is required to make equal monthly deposits into these accounts to get them back to their required levels, which MEC is following. The management of MEC is not aware of any instances of default with respect to bond covenants.

Refunding Debt Issues

MEC periodically, among other factors, reviews the current interest rates in the municipal bond markets compared to the interest rates MEC is currently paying on its debt, and other debt terms, to determine if debt service savings can be achieved through a refunding of debt. If significant debt service savings can be achieved and if other parameters established by MEC are met, MEC may undertake a debt refunding. MEC did not undertake any debt refundings during the years ended December 31, 2022 and 2021.

Total Interest Costs

Total interest costs incurred on long-term debt, excluding bond premiums, bond discounts, and the amortization of advance bond refunding costs, were $60,812,452 and $61,645,722 for 2022 and 2021, respectively.

Future Debt Service Payments

Future payments due on long-term debt as of December 31, 2022 are as follows:

	Revenue Bonds			Other Financings		
	Principal	Interest	Total	Principal	Interest	Total
2023	$ 42,685,000	$ 60,254,196	$ 102,939,196	$ 24,579,260	$ 723,114	$ 25,302,374
2024	44,765,000	57,975,552	102,740,552	5,189,044	231,460	5,420,504
2025	46,150,000	55,631,580	101,781,580	4,232,711	221,053	4,453,764
2026	48,435,000	53,222,741	101,657,741	2,271,522	210,382	2,481,904
2027	50,895,000	50,694,147	101,589,147	1,115,981	199,442	1,315,423
2028	53,080,000	48,049,467	101,129,467	455,667	188,226	643,893
2029	59,915,000	45,642,799	105,557,799	467,165	176,728	643,893
2030	59,475,000	42,632,158	102,107,158	478,954	164,938	643,892
2031	62,405,000	39,410,054	101,815,054	491,041	152,852	643,893
2032	65,745,000	36,115,434	101,860,434	503,433	140,460	643,893
2033	66,360,000	32,878,462	99,238,462	516,137	127,756	643,893
2034	80,665,000	29,570,166	110,235,166	529,162	114,731	643,893
2035	76,725,000	25,579,642	102,304,642	542,515	101,377	643,892
2036	67,690,000	21,913,745	89,603,745	556,206	87,687	643,893
2037	65,755,000	18,342,757	84,097,757	570,242	73,651	643,893
2038	69,830,000	14,239,031	84,069,031	584,632	59,261	643,893
2039	65,505,000	9,985,305	75,490,305	599,386	44,507	643,893
2040	49,050,000	6,574,328	55,624,328	614,511	29,381	643,892
2041	51,460,000	3,756,803	55,216,803	630,019	13,874	643,893
2042	21,520,000	1,110,651	22,630,651	159,973	1,000	160,973
2043	5,075,000	261,950	5,336,950	-	-	-
Total	$ 1,153,185,000	$ 653,840,968	$ 1,807,025,968	$ 45,087,561	$ 3,061,880	$ 48,149,441

NOTE 7: LETTERS OF CREDIT

MEC obtained standby letters of credit totaling $7.5 million in December 2014 to replace $6,489,500 of deposits MEC had with two regional transmission operators. $7.5 million of MEC's line of credit is pledged as collateral for these letters of credit, which expire when the line of credit matures on April 5, 2024.

NOTE 8: ASSET RETIREMENT OBLIGATIONS

Asset retirement obligations ("AROs") are recognized in the period in which they are incurred if a reasonable estimate of the obligation can be made. The AROs are accreted to their present value at the end of each reporting period. The associated estimated AROs are reported as a deferred outflow of resources and amortized over the useful life of the associated capital asset. MEC applies the regulatory provisions of GASB codification section Re 10, *Regulated Operations* in accordance with its rate-making policies to its accounting for AROs.

MEC's AROs consist of costs associated with jointly-owned plants where MEC is considered a minority owner. In accordance with GASB Statement No. 83, the ARO associated with each of these power generation projects is measured using the ARO accounting standards set by the Financial Accounting Standards Board as these are the accounting standards followed by each of these power generation facilities.

The projects that MEC jointly owns, as detailed below, are required by various state and federal agencies to decommission coal ash landfill sites, coal mines, and injection wells upon the end of the capital assets' life. Assurance provisions under the applicable laws and regulations are met for the Plum Point project by funding a trust account restricted for ARO reclamation costs. The total balance of this trust account at December 31, 2022 and 2021 was $837,600 and $742,203, respectively, with MEC's share of the trust account being $185,193 and

$164,101, respectively. Evergy as the majority owner of the Iatan 2 project, pledged a corporate guarantee of its creditworthiness for the assurance that the closure and post-closure care will be performed as required. Prairie State Generation Company, LLC, as the operating company for the Prairie State project, posted surety bonds in the amount of $11.2 million as security for the reclamation costs as of December 31, 2022 and 2021, respectively.

The following tables present the details of MEC's ARO balances for the years ended December 31, 2022 and 2021:

	MEC Ownership Share	MEC ARO Balance 12/31/2022	MEC ARO Balance 12/31/2021	Total Project ARO Balance 12/31/2022	Total Project ARO Balance 12/31/2021
Plum Point Project					
Coal Combustion Residuals Closure	22.11%	$ 254,078	$ 244,131	$ 1,149,154	$ 1,104,166
Iatan 2 Project (Common Property)					
Coal Combustion Residuals Closure	6.36%	729,774	696,758	11,474,434	10,955,314
Fuel Storage	6.36%	4,679	4,390	73,569	69,025
Total Iatan 2 Project		734,453	701,148	11,548,003	11,024,339
Prairie State Project					
Coal Combustion Residuals Closure	12.33%	2,959,412	2,750,312	24,001,719	22,305,856
Coal Mine Reclamation	12.33%	485,081	418,798	3,934,152	3,396,577
Underground Injection Control Wells	12.33%	21,137	19,650	171,427	159,367
Total Prairie State Project		3,465,630	3,188,760	28,107,299	25,861,800
Total MJMEUC		$ 4,454,161	$ 4,134,039	$ 40,804,456	$ 37,990,305

	Associated Capital Asset	Capital Asset Estimated Remaining Useful Life	Assets Restricted for Liabilities 12/31/2022	Assets Restricted for Liabilities 12/31/2021
Plum Point Project				
Coal Combustion Residuals Closure	Landfill Cell	1 - 2 Years	$ 185,193	$ 164,101
Iatan 2 Project				
Coal Combustion Residuals Closure	Landfill Cell	7 - 69 Years	-	-
Fuel Storage	Storage Tanks	22 - 38 Years	-	-
Prairie State Project				
Coal Combustion Residuals Closure	Landfill	31 Years	-	-
Coal Mine Reclamation	Coal Mine	17,853,359 Tons	-	-
Underground Injection Wells	Injection Wells	37 Years	-	-

NOTE 9: INTERFUND TRANSACTIONS

Interfund Receivables and Payables

Interfund receivable and payable resulting from interfund transactions were as follows:

	2022		2021	
	Receivable	Payable	Receivable	Payable
General Fund	$ 4,113,069	$ -	$ 1,464,490	$ 354,960
Energy Services Fund	-	163,103	-	714,523
MoPEP Fund	1,578,006	-	4,595,462	-
MMMPEP Fund	-	2,277,531	354,960	773,992
SWMPEP Fund	-	248,442	-	935,032
Plum Point Fund	-	611,833	-	1,484,970
Iatan 2 Fund	-	627,878	-	362,941
Prairie State Fund	-	1,383,241	-	1,788,494
Transmission Fund	-	379,047	-	-
Total	$ 5,691,075	$ 5,691,075	$ 6,414,912	$ 6,414,912

The balances due to the General Fund from the other funds are for costs incurred by the General Fund that are allocable to the other funds and not paid as of the end of the fiscal year. At the end of 2022, the Prairie State and Transmission Funds had a deficit cash balance in a bank account shared with other funds. At the end of 2022 and 2021, the Energy Services Fund has a deficit cash balance in a bank account shared with other funds. As a result, the Prairie State, Transmission, and the Energy Services Funds are deemed to have borrowed this money, on a temporary basis, from MoPEP and this borrowing is included in the schedule above. The remaining amounts due to MoPEP and MMMPEP, are for energy sales, or for over payment of energy sales, from the respective fund, according to power purchase agreements. The interfund balances are normally repaid monthly.

Interfund Transfers

Operating Transfers

A summary of interfund operating transfers for the years ended December 31 were as follows:

	2022		2021	
	Alliance Fund	General Fund	Alliance Fund	General Fund
Transferred from:				
General Fund	$ 859,214	$ -	$ 999,832	$ -
Energy Services Fund	387,102	-	-	305,000
MoPEP Fund	58,859	1,101,476	-	1,163,102
MMMPEP Fund	16,563	377,729	-	356,129
SWMPEP Fund	14,197	172,543	-	183,116
Plum Point Fund	19,127	460,114	-	467,261
Iatan 2 Fund	16,366	326,432	-	331,503
Prairie State Fund	23,662	627,994	-	637,749
Transmission Fund	62,720	-	-	-
Total Transfers	$ 1,457,810	$ 3,066,288	$ 999,832	$ 3,443,860

Operating transfers are made to the Alliance and General Funds by the other funds for costs incurred by these funds that are allocable to the other funds. Amounts paid by a fund to another fund for energy and other services as part of its normal operations are included in operating revenues and expenses and are not considered interfund transfers; however, these transactions are eliminated in the government-wide financial statements.

Nonoperating Transfers

A summary of interfund nonoperating transfers for the years ended December 31 were as follows:

	General Fund	
	2022	2021
Transferred from:		
Alliance Fund	$ 643,893	$ -
MoPEP Fund	-	741,394
MMMPEP Fund	-	45,940
Plum Point Fund	-	1,218,309
Iatan 2 Fund	-	881,780
Prairie State Fund	-	3,175,188
Total Transfers	$ 643,893	$ 6,062,611

Nonoperating transfers were made to the General Fund from the other funds to fund the land purchase, pre-construction, construction costs, and debt service of MPUA's new office and training center. MEC has dedicated accumulated investment earnings from the various MEC funds to be the sole source of funds to pay for the new office and training center.

NOTE 10: RESTRICTED ASSETS AND NET POSITION

Restricted assets were as follows as of December 31:

	2022	2021
For Utility Plant Projects:		
Held by Trustees for Regular Debt Service Payments:		
Plum Point Energy Station	$ 15,935,502	$ 15,584,748
Iatan Unit 2	12,241,921	11,938,024
Prairie State Energy Campus	18,117,547	17,805,945
Dogwood	182,944	157,350
Dogwood - Capitalized Interest	344,662	340,773
MoPEP Facilities	671,749	331,657
Held by Trustees for Debt Service Reserve:		
Plum Point Energy Station	22,865,286	23,644,781
Iatan Unit 2	17,249,814	18,557,522
Prairie State Energy Campus	49,229,508	53,043,881
MoPEP Facilities Common Reserve	8,602,934	6,320,947
Held by Trustees for Debt Financing Costs:		
Dogwood	-	18,279
Held by Trustees for Asset Retirement Obligations:		
Plum Point Energy Station	185,193	164,101
Held by MJMEUC for Utility Plant Operations and Maintenance:		
Plum Point Energy Station	7,271,175	7,228,955
Iatan Unit 2	4,683,858	4,651,198
Prairie State Energy Campus	4,834,774	4,806,641
	$ 162,416,867	$ 164,594,802

Net position pertaining to the above accounts is restricted for the following purposes:

	2022	2021
Debt Service and Debt Service Reserves	$ 37,817,488	$ 40,637,963
Asset Retirement Obligations	185,193	164,101
Restricted for Pension Plan	-	509,082
Operation and Maintenance of Power Plants	6,476,690	6,373,677
	$ 44,479,371	$ 47,684,823

NOTE 11: RELATED ENTITY TRANSACTIONS

Significant transactions among the three-member entities of MPUA reported in the accompanying financial statements are as follows:

The Association and MGC reimburse MEC's Alliance Fund for time spent by MEC employees on the Association and MGC matters. Salary reimbursements received from the association totaled $481,102 for 2022 and $363,192 for 2021. Salary reimbursements received from MGC totaled $140,036 for 2022 and $132,749 for 2021. Expenses reported in the accompanying Statements of Revenues, Expenses, and Changes in Net Position are net of these reimbursements.

Most of the telephone, utility, postage and other miscellaneous office expenses not directly attributable to a specific program or member are charged to MEC's Alliance Fund. The Association and MGC together transferred $143,882 and $116,620 for 2022 and 2021 respectively, to MEC to pay their allocated share of Alliance expenses. The MPUA office and training center is owned by MEC and MEC's Alliance Fund received a total of $37,000 of rent from the Association and MGC for fiscal year 2022. On December 31, 2022 MEC owed the Association $19,325 and MGC owed MEC $8,724 related to the above items. On December 31, 2021, MEC owed the Association $35,869 and MGCM owed MEC $9,066 related to the above items.

A fourth MPUA related entity, MPUA Resource Services Corporation ("RSC"), was created in 2017. RSC is a non-profit and tax-exempt corporation formed to provide services to governmental entities that have utilities. RSC does not share office and other expenses with the other three MPUA entities on a joint operating and cost sharing basis and instead MEC and MAMU charge RSC for services provided to it. For the year ended December 31, 2021, RSC paid MEC's Alliance Fund $2,858 as fees for services provided and no fees were paid for fiscal year 2022. RSC started providing lineworker services to MEC for maintenance of its transmission assets and MEC paid RSC $48,756 for these services for fiscal year 2022. MEC owed RSC $9,157 for these services on December 31, 2022. MEC has agreed to invest up to $3,000,000 in RSC to provide RSC with funds as necessary to develop future programs and services of RSC. These funds are to be repaid to MEC, with interest. As of December 31, 2022, MEC is reporting an investment of $708,210 equal to funds advanced for RSC's Electric Line Services Program under this agreement plus accrued interest.

NOTE 12: PENSION PLAN

General Information about the Pension Plan

The following information is presented in accordance with Governmental Accounting Standards Board Statement 68, *Accounting and Financial Reporting for Pensions*, as amended by GASB Statement 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*.

Plan Description

MEC's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. MEC participates in the Missouri Local Government Employees Retirement System ("LAGERS"). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS' responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues publicly available financial reports that include financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at
www.molagers.org.

Benefits Provided

LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 and receive a reduced allowance.

The benefits provisions adopted by MEC are as follows.

Benefit Multiplier	2.0%
Final Average Salary	3 years
Member Contributions	0.0%

Benefit terms provide for annual post retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms

At June 30, the following employees were covered by the benefit terms:

	2022	2021
Inactive Employees or Beneficiaries Currently Receiving Benefits	10	11
Inactive Employees Entitled to but not yet Receiving Benefits	5	4
Active Employees	33	32
Total	48	47

Contributions

The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer do not contribute to the pension plan. The Employer contribution rate for 2022 and 2021 was 17.6% and 17.3% respectively, of annual covered payroll. Actual contributions made by MEC for 2022 and 2021 were $780,509 and $672,541, respectively.

Net Pension (Asset)/Liability

The employer's net pension (asset)/liability was measured as of June 30, 2022 and 2021, and the total pension liability used to calculate the net pension (asset)/liability was determined by actuarial valuations as of February 28, 2022 and 2021.

Actuarial Assumptions

The total pension liability in the February 28, 2022 and 2021, actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	
2022	2.75% wage inflation; 2.25% price inflation
2021	3.25% wage inflation; 2.5% price inflation
Salary Increase	
2022	2.75% to 6.75%, including wage inflation
2021	3.25% to 6.55%, including wage inflation

The actuarial assumptions used in the February 28, 2022 and 2021 valuations were based on the results of an actuarial experience study for the period March 1, 2015 through February 29, 2020.

For the February 28, 2022 and 2021 valuations, the healthy mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above-described tables.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rates of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The expected long-term real rate of return for 2022 and 2021, net of manager fees, was 7.0% per annum. The target allocation for each major asset class is summarized in the following table for both 2022 and 2021:

2022 and 2021 Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	39.00%	4.16%
Fixed Income	28.00%	1.05%
Real Assets/Real Return	33.00%	2.09%
	100.00%	

Discount Rate

The discount rate used to measure the total pension liability for 2022 and 2021 is 7.0%. The projection of cash flows used to determine the discount rate assumes that employer contributions will be made at the actuarially determined rates. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability

	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension (Asset) Liability (a) - (b)
Balances at June 30, 2020	$ 10,916,756	$ 9,126,467	$ 1,790,289
Changes for 2021:			
Service Cost	475,809	-	475,809
Interest	798,512	-	798,512
Difference Between Expected and Actual Experience	33,049	-	33,049
Contributions - Employer	-	648,193	(648,193)
Contributions - Employee	-	-	-
Net Investment Income	-	2,624,496	(2,624,496)
Changes of Assumptions	(211,022)	-	(211,022)
Benefit Payments, Including Refunds	(277,954)	(277,954)	-
Administrative Expenses	-	(4,729)	4,729
Other Changes	-	127,759	(127,759)
Net Changes	818,394	3,117,765	(2,299,371)
Balances at June 30, 2021	11,735,150	12,244,232	(509,082)
Changes for 2022:			
Service Cost	457,807	-	457,807
Interest	827,467	-	827,467
Difference Between Expected and Actual Experience	(37,097)	-	(37,097)
Contributions - Employer	-	721,283	(721,283)
Contributions - Employee	-	-	-
Net Investment Income	-	7,863	(7,863)
Changes of Assumptions	-	-	-
Benefit Payments, Including Refunds	(283,230)	(283,230)	-
Administrative Expenses	-	(5,305)	5,305
Other Changes	-	(115,931)	115,931
Net Changes	964,947	324,680	640,267
Balances at June 30, 2022	$ 12,700,097	$ 12,568,912	$ 131,185

Sensitivity of the Net Pension (Asset)/Liability to Changes in the Discount Rate

The following presents the net pension (asset)/liability of MEC as of June 30, calculated using the discount rate of 7.0% for 2022 and 2021, as well as what MEC's net pension (asset)/liability would be using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective discount rate.

2022	1% Decrease (6.00%)	Current Single Discount Rate Assumption (7.00%)	1% Increase (8.00%)
Total Pension Liability	$ 14,482,471	$ 12,700,097	$ 11,209,223
Plan Fiduciary Net Position	12,568,912	12,568,912	12,568,912
Net Pension Liability (Asset)	$ 1,913,559	$ 131,185	$ (1,359,689)

2021	1% Decrease (6.00%)	Current Single Discount Rate Assumption (7.00%)	1% Increase (8.00%)
Total Pension Liability	$ 13,407,402	$ 11,735,150	$ 10,339,965
Plan Fiduciary Net Position	12,244,232	12,244,232	12,244,232
Net Pension Liability (Asset)	$ 1,163,170	$ (509,082)	$ (1,904,267)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's net position is available in the separately issued LAGERS financial report.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the years ended June 30, 2022 and 2021, MEC recognized pension expense of $587,422 and $301,738 respectively. MEC reported deferred outflows and deferred inflows of resources related to pensions from the following sources:

2022	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 710,202	$ (31,599)
Changes in Assumptions	58,801	(168,250)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(264,748)
Contributions Subsequent to the Measurement Date	436,731	-
Total	$ 1,205,734	$ (464,597)

2021	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 923,334	$ -
Changes in Assumptions	101,865	(203,531)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(1,291,390)
Contributions Subsequent to the Measurement Date	361,794	-
Total	$ 1,386,993	$ (1,494,921)

The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as an addition to the net pension asset for the year ending December 31, 2023. The remaining amounts reported as deferred outflows and (inflows) of resources related to pensions as of December 31, 2022, will be recognized in pension expense as follows:

Year Ending June 30:		
2023	$	98,657
2024		44,404
2025		(87,911)
2026		249,057
2027		17,081
Thereafter		(16,882)
Total	$	304,406

NOTE 13: COMMITMENTS AND CONTINGENCIES

Power Supply and Related Contracts

To ensure adequate power supplies for its members, MEC enters into contracts with electric energy suppliers. These contracts have various terms covering the minimum required megawatts of power to be purchased, prices to be paid and period covered.

<u>*Nonrenewable Resources*</u>

MEC has long-term contracts with the Southwestern Power Administration and two unit-specific contracts of fixed-term lengths with the Sikeston Board of Municipal Utilities for a total of 40 MW of electric power.

In 2018, MEC executed a long-term power purchase agreement with Empire District Electric Company ("Empire"), a subsidiary of Liberty Utilities Co., to purchase 78 MW of capacity and 85 MW per hour of energy from five select power generation sources within Empire's generation resource mix. One of the resources is a wind farm and MEC does receive its proportional share of the renewable energy credits from this resource. The agreement is for a five-year term commencing on June 1, 2020 and ending on May 31, 2025. MEC has committed all the capacity and energy from this power purchase contract to SWMPEP.

In 2006, MEC executed a long-term power purchase contract with Plum Point Energy Associates ("PPEA"), to purchase a portion of the capacity and energy of PPEA's interest in the Plum Point Energy Station. This is separate from MEC's ownership interest in the plant (see Note 3). The power purchase contract entitles MEC to 7.52% (approximately 50 MW) of capacity and energy from Plum Point. The contract obliges MEC to pay a monthly capacity payment which is based on the availability of the unit. MEC has committed all of the capacity and energy from this power purchase contract to MoPEP.

In January 2004, MEC entered a 40 year take-or-pay "Participation Agreement" with the Omaha Public Power District ("OPPD") to purchase a share of the capacity and energy of OPPD's Nebraska City Unit 2 ("NC2"). The NC2 unit is a 663-megawatt (MW) coal-fired generating station solely owned by OPPD. MEC is entitled to 55.23 MW, or 8.33%, of capacity and energy from NC2 and is committed to pay 8.33% of NC2 project costs, including debt service, whether the unit is operating or not. MEC's pro rata share of the original total project costs is being financed by OPPD via a revenue bond issuance, which was and may be partially refunded from time to time. MEC has pledged the revenues from sales of its share of NC2 power generation output to its share of NC2's capacity and energy, including bond debt service. MEC also has certain limited step-up obligations for additional capacity and energy costs in the event another of the six other participating public power districts and municipal utilities fail to pay obligations under its respective Participation Agreement. MEC has committed all the capacity and energy from this Participation Agreement to MoPEP.

In November 2019, MEC executed a power purchase agreement with Associated Electric Cooperative, Inc. for 25 MW of peaking capacity and peaking energy. The agreement is effective June 1, 2021 through May 31, 2026. The capacity and energy are dedicated to MMMPEP.

Renewable Resources

In 2006, MEC executed a long-term power purchase agreement with Loess Hills Wind Farm, located in the City of Rock Port, Missouri, for the purchase of 5 MW of capacity and energy. MEC has rights to purchase the entire capacity and energy from this wind generation facility, which is fully dedicated to MoPEP. MEC has the right, but not the obligation, to extend this agreement through 2027 with optional future periods beyond 2027 dependent on mutually agreeable terms.

In September 2008, MEC executed a long-term power purchase agreement to purchase energy from a landfill gas-powered electric generating facility located near the City of Lamar, Missouri. The City of Lamar, a member of MoPEP, is responsible for installing and operating the gas turbines with a total generating facility output of 3.2 MW that commenced commercial operation in June 2010. In December 2012, the capacity of the facility output was increased by an additional 2.4 MW to a total of 5.6 MW. The capacity of the facility was again increased by an additional 2.0 MW to 7.6 MW in May 2018. The take-or-pay agreement provides for MEC to receive the entire capacity and energy, including additional capacity added by the facility, until the agreement expires in 2023. The capacity and energy are fully dedicated to MoPEP.

In September 2013, MEC executed a long-term power purchase agreement with Marshall Wind Energy LLC for the purchase of 20.0 MW capacity and energy from its wind farm. The facility officially entered commercial operation on May 1, 2016. The capacity and energy are dedicated to MoPEP.

In January 2014, MEC executed a long-term power purchase agreement with Black Oak Power Producers, LLC for the purchase of 3.8 MW capacity and energy from its landfill-gas-powered electric generating facility located in Hartville, Missouri. The facility began generating power in October 2014. The capacity and energy are fully dedicated to MoPEP.

In May 2016, MEC executed a long-term power purchase agreement for the rights to purchase all the capacity and energy from multiple solar power generating farms in Missouri. The power generating farms were to be constructed in up to seven cities that are members of MoPEP. MC Power Companies, Inc. is responsible for construction and operation of the approximate total 16 MW of the farms. MEC has certain option rights to purchase each solar farm at or after the end of the seventh contract year. MEC executed a purchase option of four of the five solar farms in 2022 with the intention of executing the purchase option on the fifth farm in 2023. The capacity and energy of each solar farm is fully dedicated to MoPEP.

Below is a summary of the five farms constructed which make up the 16 MW:

MoPEP Member	Facility Status
City of Chillicothe, Missouri	Commercial Operation June 2017
City of Lebanon, Missouri	Commercial Operation August 2017
City of Higginsville, Missouri	Commercial Operation December 2017
City of El Dorado Springs, Missouri	Commercial Operation May 2018
City of Farmington, Missouri	Commercial Operation August 2018

In June 2016, MEC executed a long-term agreement with Grain Belt Express Clean Line LLC ("Grain Belt Express") to deliver energy up to 200 MW of wind generated power in Kansas into a MISO interconnection located in Missouri. This contract is contingent on the approval of the Missouri Public Service Commission ("MOPSC") of the Grain Belt Express project and the project's actual construction. This agreement will begin when the transmission project begins commercial operations and can provide the transmission service to MEC. The term of this agreement is for 15-25 years, determined from the contract effective date.

In January 2017, MEC executed a long-term agreement with Iron Star Wind Project, LLC ("Iron Star") for the purchase of a minimum of 100 MW and up to 200 MW capacity and energy from its Iron Star Project. In December 2017, MEC provided notice to Iron Star it intends to purchase 136 MW under this agreement. The Project is in Kansas and the energy generated by the project will be transmitted to a MISO interconnection point in Missouri via the Grain Belt Express project discussed above. This agreement is contingent upon the final construction of the Grain Belt Express project. The initial delivery date of energy is within 3 days of the available date of the Grain Belt Express project. The initial term of this agreement is for 20 years and MEC has the option to extend the agreement for two additional 5-year periods. In 2021, an amendment to this agreement changed the source of the capacity and energy to Iron Star's Santa Fe Project.

Illinois Legislation – Prairie State Project

On September 15, 2021, the Illinois legislature and the governor signed into law comprehensive energy legislation called the Climate and Equitable Jobs Act (CEJA). Among other things, the CEJA requires a 45% reduction in existing power plant emissions by January 1, 2035. If the 45% reduction in emissions is not achieved by December 31, 2035, the CEJA requires further action such as the possible closure of one or more fossil fueled generation units to reach the 45% reduction by June 30, 2038. In addition, all coal-fired generation units, including the Prairie State Project, must permanently reduce carbon dioxide emissions to zero by no later than December 2045. The CEJA does, however, provide that if a resource adequacy shortfall of in-state generation occurs, the plant can continue to operate until the reliability can otherwise be addressed. During the 2022-2023 planning year, Illinois was a net capacity importer. With the announced and required retirements, there is potential that Illinois will need to import even more capacity into the future.

Prior to the passage of the CEJA, MEC and the other Prairie State owners engaged consultants to develop various contingency plans to manage the impacts of comprehensive energy legislation that had previously been introduced in Illinois, and that planning continues. Further, the Prairie State owners will continue to advocate for favorable treatment of the Prairie State Project that recognizes its value to the ratepayers and the impact its closure would have on the communities. The Prairie State owners are also evaluating additional mitigation measures, including certain potential mitigation measures included in the CEJA. Nevertheless, the ultimate impact on the Prairie State Project and MEC may be material, particularly after 2035. Such potential impacts cannot be measured with certainty at this time, as any evaluation would be based on a number of variables, including, but not limited to, the availability and cost of control technologies, such as carbon capture and sequestration, participant load requirements and cost of power, including replacement power. Closure of Prairie State would not terminate the power purchase agreement between MEC and its members or relieve the MEC members from their payment obligations thereunder.

REQUIRED SUPPLEMENTARY INFORMATION

MISSOURI ELECTRIC COMMISSION

LAGERS (PENSION PLAN)
SCHEDULE OF CONTRIBUTIONS - LAST TEN FISCAL YEARS
December 31, 2022

	2022	2021	2020	2019	2018
Actuarially Determined Contributions	$ 780,509	$ 676,428	$ 669,530	$ 597,041	$ 521,408
Contributions in Relaton to the Actuarilly Determined Contribution	780,509	672,541	669,530	597,041	518,066
Contribution Deficiency (Excess)	$ -	$ 3,887	$ -	$ -	$ 3,342
Covered Payroll	$ 4,434,710	$ 3,978,333	$ 4,107,544	$ 3,731,508	$ 3,342,360
Contributions as a Percentage of Covered Employee Payroll	17.60%	16.91%	16.30%	16.00%	15.50%

	2017	2016	2015	2014	2013
Actuarially Determined Contributions	$ 472,789	$ 357,689	$ 355,667	$ 347,452	$ 299,869
Contributions in Relaton to the Actuarilly Determined Contribution	445,158	357,689	355,667	347,452	299,869
Contribution Deficiency (Excess)	$ 27,631	$ -	$ -	$ -	$ -
Covered Payroll	$ 3,070,055	$ 2,649,549	$ 2,487,180	$ 2,285,973	$ 1,934,741
Contributions as a Percentage of Covered Payroll	14.50%	13.50%	14.30%	15.20%	15.50%

Note: Information presented in this schedule has been determined as of MEC's most recent fiscal year-end (December 31) in accordance with GASB 68.

MISSOURI ELECTRIC COMMISSION

LAGERS (PENSION PLAN)
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATED RATIOS
December 31, 2022 *

	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability								
Service Cost	$ 457,807	$ 475,809	$ 442,980	$ 389,547	$ 346,883	$ 313,892	$ 289,867	$ 262,790
Interest on the Total Pension Liability	827,467	798,512	681,515	597,138	514,067	461,799	383,108	335,167
Benefit Changes	-	-	-	-	-	-	-	-
Difference Between Expected and Actual Experience	(37,097)	33,049	667,387	256,071	359,840	25,663	180,411	119,228
Assumption Changes	-	(211,022)	-	-	-	(56,982)	360,249	-
Benefit Payments	(283,230)	(277,954)	(113,447)	(97,209)	(94,717)	(90,916)	(83,027)	(55,925)
Refunds	-	-	-	-	-	-	-	-
Net Change in Total Pension Liability	964,947	818,394	1,678,435	1,145,547	1,126,073	653,456	1,130,608	661,260
Total Pension Liability, Beginning	11,735,150	10,916,756	9,238,321	8,092,774	6,966,701	6,313,245	5,182,637	4,521,377
Total Pension Liability, Ending	$ 12,700,097	$ 11,735,150	$ 10,916,756	$ 9,238,321	$ 8,092,774	$ 6,966,701	$ 6,313,245	$ 5,182,637
Plan Fiduciary Net Position								
Contributions - Employer	$ 721,283	$ 648,193	$ 629,911	$ 561,683	$ 478,823	$ 402,480	$ 351,572	$ 359,868
Contributions - Employee	-	-	-	-	-	-	-	-
Pension Plan Net Investment Income	7,863	2,624,496	126,317	495,670	784,867	664,100	(18,952)	92,005
Benefit Payments	(283,230)	(277,954)	(113,447)	(97,209)	(94,717)	(90,916)	(83,027)	(55,925)
Refunds	-	-	-	-	-	-	-	-
Pension Plan Administrative Expense	(5,305)	(4,729)	(6,053)	(5,316)	(3,757)	(3,541)	(3,030)	(3,169)
Other	(115,931)	127,759	70,334	(2,339)	(8,541)	(71,400)	(15,191)	177,079
Net Change in Plan Fiduciary Net Position	324,680	3,117,765	707,062	952,489	1,156,675	900,723	231,372	569,858
Plan Fiduciary Net Position, Beginning	12,244,232	9,126,467	8,419,405	7,466,916	6,310,241	5,409,518	5,178,146	4,608,288
Plan Fiduciary Net Position, Ending	$ 12,568,912	$ 12,244,232	$ 9,126,467	$ 8,419,405	$ 7,466,916	$ 6,310,241	$ 5,409,518	$ 5,178,146
Employer's Net Pension Liability/(Asset)	$ 131,185	$ (509,082)	$ 1,790,289	$ 818,916	$ 625,858	$ 656,460	$ 903,727	$ 4,491
Plan Fiduciary Net Position as Percentage of Total Pension Liability	98.97%	104.34%	83.60%	91.14%	92.27%	90.58%	85.69%	99.91%
Covered Payroll	$ 3,999,201	$ 3,729,187	$ 4,004,625	$ 3,467,962	$ 3,078,901	$ 2,730,938	$ 2,484,808	$ 2,399,441
Net Pension Liability/(Asset) as a Percentage of Covered Payroll	3.28%	-13.65%	44.71%	23.61%	20.33%	24.04%	36.37%	0.19%

Note: This schedule will ultimately contain ten years of data as it becomes available. Information presented in this schedule has been determined as of the measurement date (June 30) used to calculate MEC's net pension liability/(asset).

SUPPLEMENTARY INFORMATION

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF NET POSITION
Non-Major Funds
December 31, 2022

	Alliance Fund	General Fund	Energy Services Fund	Total
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES				
CAPITAL ASSETS				
Plant, Buildings, and Equipment in Service, Net	$ 55,969	$ 22,412,459	$ 166,965	$ 22,635,393
Construction Work in Progress	-	5,037	-	5,037
Total Capital Assets, Net	55,969	22,417,496	166,965	22,640,430
OTHER ASSETS				
Investments	-	708,210	-	708,210
Total Other Assets	-	708,210	-	708,210
CURRENT ASSETS				
Cash and Cash Equivalents	741,842	1,389,091	-	2,130,933
Accounts Receivable, Net	3,660	1,627,601	235,281	1,866,542
Due from Other Funds	-	4,113,069	-	4,113,069
Prepaid Expenses	69,979	133,391	213,697	417,067
Total Current Assets	815,481	7,263,152	448,978	8,527,611
Total Assets	871,450	30,388,858	615,943	31,876,251
DEFERRED OUTFLOWS OF RESOURCES	-	1,205,734	-	1,205,734
Total Assets and Deferred Outflows of Resources	$ 871,450	$ 31,594,592	$ 615,943	$ 33,081,985
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION				
NONCURRENT LIABILITIES				
Long-Term Debt, Net of Current Maturities	$ -	$ 9,310,132	$ -	$ 9,310,132
Lease Obligations, Net of Current Portion	25,188	-	-	25,188
Security Deposits Held	-	500,000	-	500,000
Net Pension Liability	-	131,185	-	131,185
Total Noncurrent Liabilities	25,188	9,941,317	-	9,966,505
CURRENT LIABILITIES				
Accounts Payable	57,246	1,801,786	357,985	2,217,017
Accrued Payroll and Payroll Taxes	246,342	137,279	18,584	402,205
Due to Other Funds	-	-	163,103	163,103
Unearned Revenue	14,515	4,067,699	-	4,082,214
Current Portion of Lease Obligations	10,956	-	-	10,956
Current Maturities, Long-Term Debt	-	404,795	-	404,795
Total Current Liabilities	329,059	6,411,559	539,672	7,280,290
Total Liabilities	354,247	16,352,876	539,672	17,246,795
DEFERRED INFLOWS OF RESOURCES	-	464,597	-	464,597
Net Position				
Net Investment in Capital Assets	19,825	12,699,656	166,965	12,886,446
Unrestricted	497,378	2,077,463	(90,694)	2,484,147
Total Net Position	517,203	14,777,119	76,271	15,370,593
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 871,450	$ 31,594,592	$ 615,943	$ 33,081,985

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF NET POSITION
Non-Major Funds
December 31, 2021

	Alliance Fund	General Fund	Energy Services Fund	Total
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES				
CAPITAL ASSETS				
Plant, Buildings, and Equipment in Service	$ 1,215,838	$ 2,032,229	$ 221,108	$ 3,469,175
Construction Work in Progress	-	20,103,357	11,440	20,114,797
Total Capital Assets, Net	1,215,838	22,135,586	232,548	23,583,972
OTHER ASSETS				
Investments	-	101,000	-	101,000
Net Penion Asset	-	509,082	-	509,082
Regulatory Assets	-	119,940	-	119,940
Total Other Assets	-	730,022	-	730,022
CURRENT ASSETS				
Cash and Cash Equivalents	320,626	3,234,433	308,073	3,863,132
Accounts Receivable, Net	-	262,117	123,238	385,355
Due from Other Funds	-	1,464,490	-	1,464,490
Prepaid Expenses	53,532	100,006	201,703	355,241
Total Current Assets	374,158	5,061,046	633,014	6,068,218
Total Assets	1,589,996	27,926,654	865,562	30,382,212
DEFERRED OUTFLOWS OF RESOURCES	-	1,386,993	-	1,386,993
Total Assets and Deferred Outflows of Resources	$ 1,589,996	$ 29,313,647	$ 865,562	$ 31,769,205
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION				
NONCURRENT LIABILITIES				
Long-Term Debt, Net of Current Maturities	$ 819,000	$ 9,814,559	$ -	$ 10,633,559
Lease Obligations, Net of Current Maturities	36,142	-	-	36,142
Security Deposits Held	-	500,000	-	500,000
Total Noncurrent Liabilities	855,142	10,314,559	-	11,169,701
CURRENT LIABILITIES				
Accounts Payable	69,240	2,096,879	116,239	2,282,358
Accrued Payroll and Payroll Taxes	236,932	84,151	15,216	336,299
Due to Other Funds	-	354,960	714,523	1,069,483
Unearned Revenue	14,515	-	-	14,515
Current Portion of Lease Obligations	13,406	-	-	13,406
Current Maturities, Long-Term Debt	60,000	285,441	-	345,441
Accrued Interest Payable on Debt	1,222	10,421	-	11,643
Total Current Liabilities	395,315	2,831,852	845,978	4,073,145
Total Liabilities	1,250,457	13,146,411	845,978	15,242,846
DEFERRED INFLOWS OF RESOURCES	-	1,494,921	-	1,494,921
Net Position				
Net Investment in Capital Assets	287,290	10,489,935	232,548	11,009,773
Restricted	-	509,082	-	509,082
Unrestricted	52,249	3,673,298	(212,964)	3,512,583
Total Net Position	339,539	14,672,315	19,584	15,031,438
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 1,589,996	$ 29,313,647	$ 865,562	$ 31,769,205

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Non-Major Funds
Year Ended December 31, 2022

	Alliance Fund	General Fund	Energy Services Fund	Total
OPERATING REVENUES				
Scheduling Services	$ -	$ -	$ 1,701,638	$ 1,701,638
Technical Services	-	-	316,571	316,571
Transfers from MAMU and MGCM	180,882	-		180,882
Conferences and Member Training	112,733	-	524,000	636,733
Other	17,022	168,246	-	185,268
Total Operating Revenues	310,637	168,246	2,542,209	3,021,092
OPERATING EXPENSES				
Personnel Services and Staff Support	686,385	920,577	877,894	2,484,856
Professional Services	-	620,464	132,060	752,524
Rental and Maintenance	241,082	1,078	275,951	518,111
Utilities	216,310	-	-	216,310
Technical Services	-	-	318,612	318,612
Conferences and Member Training	96,815	-	412,503	509,318
Depreciation and Amortization	51,386	712,404	64,032	827,822
Other Operating Expenses	450,019	534,068	17,368	1,001,455
Total Operating Expenses	1,741,997	2,788,591	2,098,420	6,629,008
Operating Income (Loss)	(1,431,360)	(2,620,345)	443,789	(3,607,916)
NONOPERATING REVENUES (EXPENSES)				
Investment Return	-	252,142	-	252,142
Gain on Disposal of Capital Assets	875,910	-	-	875,910
Interest and Fees Expense	(80,803)	(377,960)	-	(458,763)
Net Nonoperating Revenues (Expenses)	795,107	(125,818)	-	669,289
OTHER FINANCING SOURCES (USES)				
Interfund Non-Operating Transfers	(643,893)	643,893	-	-
Interfund Operating Transfers (net)	1,457,810	2,207,074	(387,102)	3,277,782
Increase in Net Position	177,664	104,804	56,687	339,155
Net Position, Beginning of Period	339,539	14,672,315	19,584	15,031,438
Net Position, End of Period	$ 517,203	$ 14,777,119	$ 76,271	$ 15,370,593

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Non-Major Funds
Year Ended December 31, 2021

	Alliance Fund	General Fund	Energy Services Fund	Total
OPERATING REVENUES				
Scheduling Services	$ -	$ -	$ 1,604,604	$ 1,604,604
Technical Services	-	-	199,124	199,124
Transfers from MAMU and MGCM	116,620	-		116,620
Conferences and Member Training	11,080	-	413,245	424,325
Other	24,198	186,057	-	210,255
Total Operating Revenues	151,898	186,057	2,216,973	2,554,928
OPERATING EXPENSES				
Personnel Services and Staff Support	608,508	615,648	837,027	2,061,183
Professional Services	-	1,115,707	190,181	1,305,888
Rental and Maintenance	130,029	2,605	220,537	353,171
Utilities	74,079	-	-	74,079
Technical Services	-	-	285,355	285,355
Conferences and Member Training	35,039	-	392,579	427,618
Depreciation and Amortization	78,901	8,755	65,082	152,738
Other Operating Expenses	202,677	382,376	10,330	595,383
Total Operating Expenses	1,129,233	2,125,091	2,001,091	5,255,415
Operating Income (Loss)	(977,335)	(1,939,034)	215,882	(2,700,487)
NONOPERATING REVENUES (EXPENSES)				
Investment Return	-	9,914	-	9,914
Interest and Fees Expense	(43,972)	(198,350)	-	(242,322)
Net Nonoperating Revenues (Expenses)	(43,972)	(188,436)	-	(232,408)
OTHER FINANCING SOURCES (USES)				
Interfund Non-Operating Transfers	-	6,062,611	-	6,062,611
Interfund Operating Transfers	999,832	2,444,028	(305,000)	3,138,860
Increase (Decrease) in Net Position	(21,475)	6,379,169	(89,118)	6,268,576
Net Position, Beginning of Period	361,014	8,293,146	108,702	8,762,862
Net Position, End of Period	$ 339,539	$ 14,672,315	$ 19,584	$ 15,031,438

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF CASH FLOWS
Non-Major Funds

Year Ended December 31, 2022

	Alliance Fund	General Fund	Energy Services Fund	Total
OPERATING ACTIVITIES				
Receipts from Power and Transmission Sales	$ -	$ -	$ -	$ -
Receipts from (Payment to) other Revenue Sources (Expenses)	306,977	(133,078)	2,430,166	2,604,065
Payments for Power Purchases and Other Goods and Services	(1,032,667)	(1,364,148)	(1,478,162)	(3,874,977)
Payments to Employees for Services and Benefits	(676,975)	(1,076,247)	(874,526)	(2,627,748)
Net Cash Provided (Used) by Operating Activities	(1,402,665)	(2,573,473)	77,478	(3,898,660)
NONCAPITAL FINANCING ACTIVITIES				
Interfund Operating Transfers	1,457,810	2,207,074	(387,102)	3,277,782
Net Cash Provided (Used) by Noncapital Financing Activities	1,457,810	2,207,074	(387,102)	3,277,782
CAPITAL AND RELATED FINANCING ACTIVITIES				
Interfund Transfers for Debt Service Payments	(643,893)	643,893	-	-
Principal Payments on Long-Term Debt	(879,000)	(385,073)	-	(1,264,073)
Principal Payments on Lease Obligations	(13,404)	-	-	(13,404)
Payments of Interest and Fees on Debt	(80,621)	(388,381)	-	(469,002)
Payments of Interest on Lease Obligations	(1,404)	-	-	(1,404)
Proceeds from Disposal of Capital Assets	1,984,393	-	-	1,984,393
Acquisition and Construction of Capital Assets	-	(994,314)	1,551	(992,763)
Net Cash Provided (Used) by Capital and Related Financing Activities	366,071	(1,123,875)	1,551	(756,253)
INVESTING ACTIVITIES				
Purchases of Investments	-	(607,210)	-	(607,210)
Interest Received	-	252,142	-	252,142
Net Cash Provided (Used) by Investing Activities	-	(355,068)	-	(355,068)
Net Increase (Decrease) in Cash and Cash Equivalents	421,216	(1,845,342)	(308,073)	(1,732,199)
Cash and Cash Equivalents at Beginning of Year	320,626	3,234,433	308,073	3,863,132
Cash and Cash Equivalents at End of Year	$ 741,842	$ 1,389,091	$ -	$ 2,130,933
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ (1,431,360)	$ (2,620,345)	$ 443,789	$ (3,607,916)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation	51,386	712,404	64,032	827,822
Adjustments for (Increases) Decreases in Assets and Increases (Decreases) in Liabilities:				
Accounts Receivable	(3,660)	(1,365,484)	(112,043)	(1,481,187)
Due from Other Funds	-	(3,003,539)	-	(3,003,539)
Prepaid Expenses	(16,447)	(33,385)	(11,994)	(61,826)
Regulatory Assets	-	119,940	-	119,940
Accounts Payable	(11,994)	(295,093)	241,746	(65,341)
Accrued Payroll and Payroll Taxes	9,410	53,128	3,368	65,906
Due to Other Funds	-	-	(551,420)	(551,420)
Unearned Revenue	-	4,067,699	-	4,067,699
Deposits Held	-	-	-	-
Net Pension Asset	-	509,082	-	509,082
Net Pension Liability	-	131,185	-	131,185
Deferred Outflows of Resources	-	181,259	-	181,259
Deferred Inflows of Resources	-	(1,030,324)	-	(1,030,324)
Net Cash Provided (Used) by Operating Activities	$ (1,402,665)	$ (2,573,473)	$ 77,478	$ (3,898,660)
NONCASH INVESTING, CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Assets Acquired by Capital Lease	$ -	$ -	$ -	$ -
Capital Assets Acquisitions Included in Accounts Payable	$ -	$ 2,943	$ -	$ 2,943

MISSOURI ELECTRIC COMMISSION

COMBINING STATEMENT OF CASH FLOWS
Non-Major Funds

Year Ended December 31, 2021

	Alliance Fund	General Fund	Energy Services Fund	Total
OPERATING ACTIVITIES				
Receipts from Power and Transmission Sales	$ -	$ -	$ -	$ -
Receipts from (Payment to) other Revenue Sources (Expenses)	149,635	(4,364,244)	2,228,619	(1,985,990)
Payments for Power Purchases and Other Goods and Services	(465,506)	(970,569)	(726,256)	(2,162,331)
Payments to Employees for Services and Benefits	(563,405)	(973,398)	(833,355)	(2,370,158)
Net Cash Provided (Used) by Operating Activities	(879,276)	(6,308,211)	669,008	(6,518,479)
NONCAPITAL FINANCING ACTIVITIES				
Interfund Operating Transfers	999,832	2,444,028	(305,000)	3,138,860
Net Cash Provided (Used) by Noncapital Financing Activities	999,832	2,444,028	(305,000)	3,138,860
CAPITAL AND RELATED FINANCING ACTIVITIES				
Interfund Transfers for Capital Acquisition	-	12,724,057	-	12,724,057
Proceeds from Issuance of Long-Term Debt	-	10,100,000	-	10,100,000
Principal Payments on Long-Term Debt	(60,000)	-	-	(60,000)
Principal Payments on Lease Obligations	(22,885)	-	-	(22,885)
Payments of Interest and Fees on Debt	(42,683)	(187,929)	-	(230,612)
Payments of Interest on Lease Obligations	(1,368)	-	-	(1,368)
Proceeds from Disposal of Capital Assets	-	10,319	-	10,319
Acquisition and Construction of capital Assets	(10,468)	(15,456,745)	(55,935)	(15,523,148)
Net Cash Provided (Used) by Capital and Related Financing Activities	(137,404)	7,189,702	(55,935)	6,996,363
INVESTING ACTIVITIES				
Purchases of Investments	-	(101,000)	-	(101,000)
Investment Income	-	9,914	-	9,914
Net Cash Used by Investing Activities	-	(91,086)	-	(91,086)
Net Increase (Decrease) in Cash and Cash Equivalents	(16,848)	3,234,433	308,073	3,525,658
Cash and Cash Equivalents at Beginning of Year	337,474	-	-	337,474
Cash and Cash Equivalents at End of Year	$ 320,626	$ 3,234,433	$ 308,073	$ 3,863,132
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating Income	$ (977,335)	$ (1,939,034)	$ 215,882	$ (2,700,487)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation	78,901	8,755	65,082	152,738
Adjustments for (Increases) Decreases in Assets and Increases (Decreases) in Liabilities:				
Accounts Receivable	1,162	(262,117)	11,646	(249,309)
Due from Other Funds	-	(4,288,184)	-	(4,288,184)
Prepaid Expenses	(36,126)	(28,167)	(58,276)	(122,569)
Regulatory Assets	-	(79,478)	-	(79,478)
Accounts Payable	12,444	637,764	10,502	660,710
Accrued Payroll and Payroll Taxes	45,103	5,165	3,672	53,940
Due to Other Funds	-	-	420,500	420,500
Unearned Revenue	(3,425)	-	-	(3,425)
Deposits Held	-	-	-	-
Net Pension Asset	-	(509,082)	-	(509,082)
Net Pension Liability	-	(1,790,289)	-	(1,790,289)
Deferred Outflows of Resources	-	441,535	-	441,535
Deferred Inflows of Resources	-	1,494,921	-	1,494,921
Net Cash Provided (Used) by Operating Activities	$ (879,276)	$ (6,308,211)	$ 669,008	$ (6,518,479)
NONCASH INVESTING, CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Assets Acquired by Capital Lease	$ 38,991	$ -	$ -	$ 38,991
Capital Assets Acquisitions Included in Accounts Payable	$ -	$ 1,545,651	$ -	$ 1,545,651

MISSOURI ELECTRIC COMMISSION

SCHEDULE OF CHANGES IN RESTRICTED BOND ACCOUNTS
HELD IN TRUST BY THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Year Ended December 31, 2022

	Fair Value 12/31/2021	Receipts and Transfers In	Disbursements and Transfers Out	Change in Fair Value	Change in Interest Receivable	Fair Value 12/31/2022
Power Project Revenue Bonds (Plum Point Project) Series 2006, Series 2009A, Series 2009B, Series 2014A and Series 2015A						
Debt Service Fund	$ 15,584,748	$ 23,422,539	$ 23,095,213	$ -	$ 23,428	$ 15,935,502
Debt Service Reserve Account	23,644,781	19,604,804	19,118,027	(1,266,272)	-	22,865,286
Total	$ 39,229,529	$ 43,027,343	$ 42,213,240	$ (1,266,272)	$ 23,428	$ 38,800,788
Power Project Revenue Bonds (Iatan 2 Project) Series 2006A, 2006B, 2009A, 2009B, Series 2014A and Series 2015A						
Debt Service Fund						
Tax Exempt	$ 11,938,024	$ 18,681,796	$ 18,377,893	$ -	$ (6)	$ 12,241,921
Debt Service Reserve Account	18,557,522	12,071,647	11,801,817	(1,577,538)	-	17,249,814
Total	$ 30,495,546	$ 30,753,443	$ 30,179,710	$ (1,577,538)	$ (6)	$ 29,491,735
Power Project Revenue Bonds (Prairie State Project) Series 2007A, 2007B, 2009A, 2009B, 2010A, 2010B, 2015A and 2016A						
Debt Service Fund						
Tax Exempt	$ 17,805,945	$ 54,493,412	$ 54,237,479	$ -	$ 55,669	$ 18,117,547
Debt Service Reserve Accounts	53,043,881	25,007,722	23,792,909	(5,029,186)	-	49,229,508
Total	$ 70,849,826	$ 79,501,134	$ 78,030,388	$ (5,029,186)	$ 55,669	$ 67,347,055
Power Supply System Revenue Bonds (Dogwood Energy Center) Series 2018						
Debt Service Fund	$ 157,350	$ 2,669,887	$ 2,644,293	$ -	$ -	$ 182,944
Project Account	18,279	1	18,280	-	-	-
Capitalized Interest	340,773	3,889	-	-	-	344,662
Total	$ 516,402	$ 2,673,777	$ 2,662,573	$ -	$ -	$ 527,606
Power Supply System Revenue Bonds (MoPEP Facilities) Series 2017 and 2022						
Debt Service Fund	$ 331,657	$ 3,680,293	$ 3,371,475	$ -	$ 31,274	$ 671,749
Debt Service Reserve Account	6,320,947	11,164,757	8,292,551	(590,219)	-	8,602,934
Total	$ 6,652,604	$ 14,845,050	$ 11,664,026	$ (590,219)	$ 31,274	$ 9,274,683

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APPENDIX B

CERTAIN INFORMATION REGARDING THE UNIT POWER PURCHASER

GENERAL AND DEMOGRAPHIC INFORMATION

General

The City of Nixa, Missouri (the *"City"*) is located in Christian County, Missouri (the *"County"*), in the southwestern portion of the State, approximately 6 miles south of the City of Springfield and 30 miles northwest of the City of Branson. The City encompasses approximately 8.97 square miles and has a current estimated population of approximately 24,749.

Incorporated as a village in 1902, the City became a fourth-class city under State law on June 7, 1946. In April 2010, the citizens of the City voted to become a home-rule charter city. The City Charter provides for a nonpartisan municipal government consisting of a mayor and six council members. The Mayor is elected at large by the voters of the City every three years. The City is divided into three districts with two council members elected from each district for a three-year term.

The Mayor presides over meetings of the City Council. The City Council establishes utility and tax rates and authorizes all municipal indebtedness. Tax rates are established by the City Council in such amounts necessary to generate tax revenues shown in the adopted budget. As required by State law, the aggregate City budget may not include any expenditures in excess of anticipated revenues. The City's fiscal year ends on December 31.

The current Mayor and City Council members are as follows:

Elected Officials	Service Began (April)	Current Term Expires (April)
Jarad Giddens, Mayor	2023	2026
Matt Ogden, District 1 Council Member[(1)]	2022	2026
Zern Vess, District 1 Council Member	2023	2024
Shawn Lucas, Mayor Pro Tem, District 2 Council Member	2021	2024
Aron Peterson, District 2 Council Member	2022	2025
Darlene Graham, District 3 Council Member	2023	2026
Kelly Morris, District 3 Council Member	2023	2025

(1) Appointed to the City Council in September 2022 and elected to a three-year term in April 2023.

The City Council appoints the City Administrator, who serves as the chief executive and administrative officer of the City and is responsible to the City Council for the proper administration of all of the City's affairs. The City Administrator is responsible for appointing all department heads and for directing the operations of the City in accordance with policies set by the City Council. The City Administrator is Jimmy Liles. Mr. Liles has served the City since 1999 when he was hired as a Police Officer. He was appointed Chief of Police in 2014 and promoted to City Administrator in 2018.

Municipal Services and Utilities

The City provides the full range of services, including police protection, street maintenance, parks and recreational facilities, planning and zoning, development, and general administrative services. The City is also a full-utility-service City, providing all electrical distribution, delivery of water, sanitary sewer treatment and recycling services. Contractually, the City accommodates curb-side trash and recycling pick-up for residents, as well as, having a public facility for all reusable product drop-offs.

General Demographic Statistics

The following table sets forth statistical information for the City for the fiscal years 2018 through 2022, the latest date for which such information is available:

Fiscal Year	Estimated Population	Median Age	Median Household Income	Per Capita Personal Income
2018	21,980	34.9	$50,480	$23,313
2019	22,647	34.9	50,480	23,313
2020	23,246	35.6	58,402	26,825
2021	23,257	34.8	63,176	27,995
2022	24,749	34.8	66,264	28,680

Source: Annual Comprehensive Financial Report, Fiscal Year 2022.

Economic Condition

The residents of the City have excellent access to the interstate and state highway systems with Interstate 44 and Highways 60 and 65 connecting to the Springfield metropolitan area. The City is only a 10-minute drive from Springfield and a 30-minute drive from Branson, Missouri. The City's proximity to the Springfield metropolitan area provides residents a wide variety of transportation carriers, including air and rail transport.

All of these activities have given the City a fairly stable employment base. The unemployment rate in the City was approximately 3.1% in July of 2023 (according to the Missouri Department of Higher Education and Workforce Development, Missouri Economic Research and Information Center and U.S. Bureau of Labor Statistics), which was below the national average of approximately 3.5% in July of 2023.

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Listed below are the major employers located in the City:

Employer	Type of Business	Number of Employees
Nixa School District	Education	824
Walmart	Retail	439
The City of Nixa	Government	152
Diversified Plastics	Custom plastic molding	150
Total Highspeed	Internet service provider	80
Alps Pharmacy	Pharmacy	80
Nixa Hardware	Retail	78
The Castlewoods Senior Living	Assisted living	73
Alliance Bus Company	Transportation	70
Nixa Nursing & Rehab	Nursing home and rehab center	70
Springfield Marine	Marine seating company	68
Cush Corporation	Heavy duty suspensions	66

Source: Annual Comprehensive Financial Report, Fiscal Year 2022.

Building Permits

The following table sets forth statistical information regarding the number and estimated valuation of building permits within the City for the following fiscal years:

	Commercial Construction		Residential Construction		
Fiscal Year	Number of Permits	Estimated Cost of Construction	Number of Permits	Estimated Cost of Construction	Estimated Valuation
2018	18	$ 7,185,201	250	$60,126,558	$1,211,638,469
2019	10	16,035,000	247	50,832,184	1,296,378,210
2020	14	16,881,000	222	49,107,913	1,376,279,679
2021	4	1,190,000	277	77,537,435	1,597,718,162
2022	7	19,300,000	190	60,968,121	1,670,836,332

Source: Annual Comprehensive Financial Report, Fiscal Year 2022.

DEBT STRUCTURE OF THE CITY

Legal Debt Capacity

Under Article VI, Sections 26(b), (c) and (d) of the Constitution of Missouri, the City may incur indebtedness for authorized City purposes not to exceed 20% of the valuation of taxable tangible property in the City according to the last completed assessment upon the approval of four-sevenths of the qualified voters in the City voting on the proposition at any municipal primary or general election or two-thirds voter approval on any other election date. The legal debt limit of the City is $68,530,587.

General Obligation Indebtedness

The City has no outstanding general obligation bond indebtedness.

Revenue Obligations

The City has no outstanding revenue bonds.

Annual Appropriation Obligations

Lease or other obligations secured by annually appropriated funds do not constitute an indebtedness for the purposes of any Missouri statutory or constitutional debt limit. Such obligations are payable solely from annually appropriated funds of a governmental body available therefor and neither taxes nor a specific source of revenue can be pledged to make payments on such obligations. Any increase in taxes required to generate sufficient funds with which to make payments on such obligations are subject to voter approval.

In October 2022, the City authorized the issuance of special obligation bonds in the original principal amount of $3,085,000 for the purpose of financing the costs of certain capital improvements and equipment to the City's water system. The City bonds are payable, subject to annual appropriation, from any legally available funds of the City including revenues generated from the City's water system. The bonds are currently outstanding in the aggregate principal amount of $2,820,000.

In April 2015, the City issued refunding leasehold revenue bonds in the original amount of $4,205,000 for the purpose of refunding outstanding obligations of the City originally issued to finance improvements to City Hall. The bonds mature on August 1, 2026, and are currently outstanding in the aggregate principal amount of $778,050.

In August 2022, the City entered into a lease agreement to purchase police vehicles in the amount of $707,646. The amount currently outstanding is $447,279.

Future Obligations

The City does not have plans to issue debt obligations in the foreseeable future. However, the City continuously evaluates the needs of its community, infrastructure, and facilities, including the possible expansion, improvement or maintenance of the City's existing systems, facilities and services. The City does anticipate asking the voters to approve approximately $15 million of general obligation bonds in 2025 to build a new police station.

Overlapping General Obligation Indebtedness

The following table sets forth overlapping indebtedness of political subdivisions with boundaries overlapping the City as of September 1, 2023 and the percent attributable (on the basis of assessed valuation) to the City:

Jurisdiction	Bond Issues Outstanding	Percent Applicable to City	Amount Applicable to City
Nixa Public Schools	$105,792,066	66.45%	$70,298,828
Nixa Fire Protection District	6,940,000	71.28%	4,946,832
Total	$112,192,066		$75,245,660

Source: Missouri State Auditor's Office for amounts outstanding; Annual Comprehensive Financial Report, Fiscal Year 2022 for percent applicable to the City.

No Default

The City has never defaulted on the payment of any of its debt obligations.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting, Budgeting and Auditing Procedures

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements and the private purpose trust fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as soon as all eligibility requirements imposed by the provider have been met.

The financial statements for the pension and other post-employment benefit trust funds are prepared using the economic resources management focus and the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due, as the City has a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, interest and principal on general long-term debt is recognized when due, or when payments are due early in the next fiscal year, and the advance of resources to the debt service fund is mandatory, and debt service expenditures are recognized before year-end to match the resources provided for these payments.

Property tax, sales tax, gasoline tax, motor vehicle tax, interest, and revenues from other governmental units associated with the current fiscal period are all considered to be susceptible to accrual and so they have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City is required by law to prepare an annual budget of estimated receipts and disbursements for the coming fiscal year under the direction of the City Administrator which is presented to the City Council in August for approval after a public hearing. The City's fiscal year is January 1 through December 31. The budget lists estimated receipts by fund, sources and estimated disbursements by fund and purposes, and includes a statement of the rate of levy per hundred dollars of assessed valuation required to raise each amount shown on the budget as coming from ad valorem taxes.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. The annual audit for the fiscal year ending December 31, 2022 was completed by Decker & DeGood, Certified Public Accountants, Springfield, Missouri. Copies of audit reports are on file in the City Clerk's office and are available for review. Financial Statements are also available online at the City's website www.nixa.com.

Sources of Revenue

The City finances its general operations through the following taxes and other miscellaneous sources as indicated below for the 2020, 2021 and 2022 fiscal years:

Source	2020	2021	2022
Taxes:			
Property taxes	$ 962,502	$1,020,920	$1,066,117
Franchise taxes	480,589	494,222	654,263
Sales and use taxes	3,692,961	4,104,198	4,517,030
Licenses & permits	51,211	47,480	48,715
Charges for Services:			
Sanitation	1,309,579	1,357,404	1,444,850
Park programs	-	1,012,785	1,226,257
Plan reviews and inspections	-	414,606	361,117
Fines & forfeitures	78,101	59,862	29,007
Investment earnings	109,401	42,835	207,714
Grants:			
Grants	1,107,251	483,922	-
Federal	-	-	344,885
State and local	-	-	17,282
Contributions	8,000	4,840	3,265
Rents	1,200	30,760	1,200
Impact fees	124,188	152,287	168,560
Miscellaneous	18,232	42,269	51,136
Totals	$7,943,215	$9,268,390	$10,225,398

Source: Annual Comprehensive Financial Report, Fiscal Years 2020, 2021 and 2022.

PROPERTY TAX INFORMATION CONCERNING THE CITY

Property Valuations

Assessment Procedure.

All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property..19%
Agricultural and horticultural real property..12%
Utility, industrial, commercial, railroad, and all other real property ...32%

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 0.5%, livestock, 12%; farm machinery, 12%; historic motor vehicles, 5%; poultry, 12%; and certain tools and equipment used for pollution control, used in retooling for the purpose of introducing new product lines or used for making improvements to existing products by certain types of companies specified by state law, 25%.

On January 1 of every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within his or her county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Current Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City for calendar year 2023, according to the assessment for property owned as of January 1, 2023, preliminary as of October 1, 2023 and subject to final adjustment and equalization by the Board of Equalization:

	Assessed Valuation	Assessment Rate[1]	Estimated Actual Valuation
Real Estate:			
Residential	$317,402,140	19.00%	$1,670,537,579
Agricultural	36,830	12.00	306,917
Commercial	62,960,380	32.00	196,751,188
Local RR/Utility Prop.	11,080	32.00	34,625
State RR/Utility Prop.	191,686	32.00	599,019
Subtotal	$380,602,116		$1,868,229,327
County Personal Property	$ 86,680,604	33.33	$260,042,072
Local RR/Utility Prop.	648,997	33.33	1,946,993
State RR & Utility Prop.	117,045	33.33	351,135
TOTAL	$468,048,762		$2,130,569,527

(1) Assumes all personal property is assessed at 33 1/3%; because certain subclasses of tangible personal property are assessed at less than 33 1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See "Assessment Procedure" discussed above.

Source: County Clerk.

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History of Property Valuation. The following table shows total assessed valuation of all taxable tangible property situated in the City, including state and local assessed railroad and utility property, according to the assessments of January 1:

Fiscal Year	Assessed Valuation	Percent Change
2019	$321,837,378	N/A
2020	340,621,780	+5.84%
2021	392,485,170	+15.23
2022	423,044,308	+7.79
2023	468,048,762	+10.64

(1) Assessed values for years 2019 through 2022 have been finally adjusted and equalized by the Board of Equalization. Assessed value for year 2023 is based on assessments as of January 1, 2023, preliminary as of October 1, 2023 and subject to final adjustment by the Board of Equalization.
Source: County Clerk.

Property Tax Levies and Collections

Property taxes are levied and collected by the City. The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year, including an estimate of the amount of money required to be raised from property taxes and the tax levy rates required to produce such amounts. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The City must fix its ad valorem property tax rates and certify them to the County Clerk not later than September 1 for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to her by the local taxing bodies in the tax books and assesses such rates against all taxable property in the City as shown in such books. The County Clerk forwards the tax books by October 31 to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements in early December. Taxes are due in full on December 31 and become delinquent on January 1. The delinquent penalty for taxes is based on the amount owed and the period of delinquency with maximum penalty of 11%.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the City receives the bulk of its moneys from local property taxes in the months of December, January and February.

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Tax Rates

The following table shows the City's tax levies (per $100 of assessed valuation for real estate only) for the following fiscal years:

Fiscal Year	General Fund/ Total Levy
2019	$0.3246
2020	0.3246
2021	0.2990
2022	0.2990
2023	0.2981

Source: Annual Comprehensive Financial Report, Fiscal Year 2022 and the City.

The levy for the General Fund does not require annual voter approval but the City Council cannot raise the rate above that approved in the last election without the approval of a majority of the voters voting thereon. Under Article X, Section 11(c) of the Missouri Constitution, any increase in the City's General Fund levy above $1.00 must be approved by two-thirds of the voters voting on the proposition.

Tax Collection Record

The following table sets forth tax collection information for the City for the following fiscal years:

Fiscal Year	Taxes Levied	Current & Delinquent Taxes Collected	
		Amount	%
2018	$ 824,920	$824,920	100.0%
2019	864,414	864,414	100.0
2020	914,540	912,066	99.7
2021	972,681	969,584	99.7
2022	1,013,985	985,172	97.2

Source: Annual Comprehensive Financial Report, Fiscal Year 2022.

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Major Property Taxpayers

The following table sets forth the ten largest property taxpayers in the City based upon local assessed valuation for fiscal year 2022:

Company Name	Type	Valuation	Percentage of Total Assessed Valuation
Spire	Utility	$ 45,412,034	1.94%
Walmart	Retail	16,823,237	0.72
Nixa Senior Community LLC	Senior Living Community	16,523,853	0.71
Associated Nixa LLC	Strip Mall	12,523,135	0.54
Peoples Bank of Ozarks	Bank	10,475,490	0.45
Carnahan Investments Enterprise Inc.	Commercial real estate	9,756,415	0.45
St. John's Health Systems	Healthcare	9,366,724	0.40
Southernwood Condominium LLC	Apartment complex	9,249,600	0.40
Fountain Plaza Group	Investment group	8,699,928	0.37
Warren Davis Properties XXXIII LLC	Investment properties	8,597,657	0.37
Total		$147,428,073	6.35%

Source: Annual Comprehensive Financial Report, Fiscal Year 2022.

* * *

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary is not to be considered a full statement of the terms of the Indenture and accordingly is qualified by reference thereto and subject to the full text thereof. Capitalized terms not defined in this Appendix or in the Official Statement to which it is attached have the meanings set forth in the Indenture. The term "Nixa Solar Power Project" as used in the Indenture and this Appendix has the same meaning as the term "Solar Project" as used in the Official Statement to which this Appendix is attached.

Definitions of Words and Terms.

"Account" *or* ***"Accounts"*** means one or more of the separate accounts created in the Funds established under the Indenture.

"Accountant's Certificate" means a certificate signed by an independent certified public accountant or firm of independent certified public accountants of nationally recognized standing, selected by MEC, which may be the accountant or firm of accountants who regularly audit the books of MEC.

"Accrued Debt Service" means, as of any date of calculation, the amount of Debt Service that has accrued with respect to any Series of Bonds, calculated as an amount equal to the sum of:

(a) the interest on the Bonds of such Series that has accrued and is unpaid and that will accrue by the end of the then current calendar month; and

(b) that portion of all Principal Installments due and unpaid and that portion of the Principal Installment for such Series next due and payable that would accrue (if deemed to accrue in the same manner as interest accrues) by the end of the then current calendar month.

"Act" means Section 27 of Article VI of the Missouri Constitution, as amended, and the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770 of the Revised Statutes of Missouri, as amended from time to time.

"Additional Facilities" means:

(a) all renewals, repairs, replacements, extensions, and additions to the Initial Facilities, including capital additions, capital betterments, and capital replacements necessary or desirable, in the opinion of MEC, to keep the Nixa Solar Power Project in good operating condition or to prevent a loss of Revenues therefrom, or required by any governmental agency having jurisdiction over the Nixa Solar Power Project or for which MEC shall be responsible by virtue of any obligation of MEC arising under the Ground Lease; and

(b) all property, real, personal, or mixed, of any nature, including electric, substation, and transmission facilities, directly and functionally related to the Initial Facilities.

"Aggregate Debt Service" means for any period, as of the date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series of Bonds Outstanding.

"Annual Budget" means the annual budget established for MEC and approved and adopted by the Board of Directors of MEC, as amended or supplemented, and in effect for a particular Fiscal Year as provided in the Indenture, and which shall incorporate the Annual Nixa Solar Power Project Budget.

"Annual Nixa Solar Power Project Budget" means the annual budget established by MEC for the Nixa Solar Power Project, which shall be included in the Annual Budget, as amended or supplemented, and in effect for a particular Fiscal Year as provided in the Indenture.

"Authorized Officer" means (a) the Chairperson, the Vice Chairperson, or the President and Chief Executive Officer of MEC, (b) such other person or persons at the time designated to act on behalf of MEC in matters relating to the Indenture as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed on behalf of MEC by its Chairperson, Vice Chairperson, or President and Chief Executive Officer, and (c) any other duly authorized officer of MEC whose authority to execute any particular instrument or take a particular action under the Indenture shall be evidenced to the satisfaction of the Trustee.

"Board of Directors" means the Board of Directors of MEC, as constituted from time to time, or if said Board of Directors is abolished, such other body or bodies succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Indenture shall be given by law.

"Bondowner," "Owner" or ***"Registered Owner"*** means the Person in whose name any Bond is registered as shown on the bond register kept by the Trustee.

"Bonds" means, collectively, the Series 2023 Bonds and any additional bonds, notes, or other obligations (other than Subordinated Bonds) authorized by and at any time issued, authenticated, and Outstanding under the Indenture.

"Business Day" means a day other than (a) a Saturday, Sunday, or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"City" means the City of Nixa, Missouri, a home rule constitutional charter city organized and existing under the laws of the State, and its successors and assigns (as permitted by the Power Purchase Agreement).

"Costs of Acquisition and Construction" means all costs of MEC properly attributable to the acquisition, construction, and/or placing in service of the Initial Facilities and any Additional Facilities and all expenses preliminary and incidental thereto incurred by MEC in connection therewith and in the issuance of the Bonds, including payment to MEC of any amounts, if necessary, to reimburse advances and payments previously made or incurred for any item of Costs of Acquisition and Construction, including but not limited to:

(a) all costs and expenses incurred by MEC and all amounts payable or reimbursable by MEC in connection with its development, negotiation, and review of the Initial Facilities, the Ground Lease, the Power Purchase Agreement, and any Additional Facilities;

(b) all costs of acquiring, constructing, improving, and equipping the Initial Facilities and any Additional Facilities and funding of necessary contingency reserves;

(c) planning and development costs, engineering fees, contractors' fees, costs of obtaining governmental or regulatory permits, licenses and approvals, costs of real property, labor, materials, equipment, supplies, training and testing costs, insurance and surety bond costs, legal and financing costs, audit fees and record maintenance expenses, costs of any necessary litigation, administrative, and general costs;

(d) costs and expenses in connection with the authorization, sale and issuance of a Series of Bonds including legal, accounting, engineering, consulting, financing, technical, fiscal agent and underwriting costs, fees and expenses, premiums, credit enhancement costs or expenses, bond discount, rating agency fees, and all other costs and expenses incurred in connection with the authorization, sale and issuance of the Bonds and preparation of the Indenture, and any Supplemental Indenture pursuant to which a Series of Bonds will be issued;

(e) interest on the Bonds during the period of the acquisition, construction and placing in service of the Initial Facilities and any Additional Facilities and for such period thereafter as may be permitted by law;

(f) the amounts, if any, required by the Supplemental Indenture authorizing a Series of Bonds to be deposited into the Operation and Maintenance Fund, a Series Debt Service Account in the Debt Service Fund, or a Series Debt Service Reserve Account in the Debt Service Reserve Fund;

(g) any legally required or permitted federal, state and local taxes, and payments in lieu of taxes incurred in connection with the Initial Facilities and any Additional Facilities;

(h) any other costs and expenses during the acquisition and construction period of the Initial Facilities and any Additional Facilities, including fees and expenses of the Trustee and of professional services to comply with the requirements of the Internal Revenue Code; and

(i) all other costs incurred in connection with, and properly chargeable to, the acquisition and construction of the Nixa Solar Power Project and placing the same in operation.

"Debt Service" means for any period, as of any date of calculation and with respect to any Series of Bonds, an amount equal to the sum of:

(a) interest accruing during such period on Bonds of such Series, except to the extent that such interest is to be paid from deposits into any Series Debt Service Account in the Debt Service Fund made from Bond proceeds with respect to such Series; and

(b) that portion of each Principal Installment for such Series of Bonds which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series (or, if there shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series, whichever date is later);

provided, however, that there shall be excluded from such payments, cash, including proceeds of Refunding Bonds or other Bonds (e.g., accrued and capitalized interest), or Defeasance Obligations (including, where appropriate, the earnings or other increment to accrue thereon) that are on deposit in an irrevocable escrow or trust account with the Trustee and are required to be applied to pay all or a portion of the principal of and interest on, as the same shall become due, any Bonds which would otherwise be considered Outstanding and such amounts so required to be applied are sufficient to pay such principal and interest.

"Debt Service Fund" means the Debt Service Fund established under the Indenture, and within such Fund a Series Debt Service Account to be established under a Supplemental Indenture for each Series of Bonds.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established under the Indenture, and within such Fund a Series Debt Service Reserve Account, if any, established under the Indenture with respect to the Series 2023 Bonds and any Supplemental Indenture for a particular Series of Bonds.

"Debt Service Reserve Requirement" means (a) with respect to the Series 2023 Bonds, the sum of $719,593.75 and (b) with respect to any additional Series of Bonds, unless otherwise specified by MEC in the Supplemental Indenture authorizing such Series of Bonds, not greater than the least of (i) 10% of the original principal amount of such Series of Bonds, (ii) maximum annual debt service on such Series of Bonds, or (iii) 125% of average annual debt service on such Series of Bonds.

"Defeasance Obligations" means:

(a) cash;

(b) Government Obligations;

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and which are rated based on an irrevocable escrow account or fund, of the same or higher credit rating as the full faith and credit of the United States of America by S&P or Moody's or any successors thereto; or

(d) any other Investment Securities, which, under guidelines effective at the time of determination, are permitted to be included in an escrow that is rated in the highest rating category by any Rating Agency;

provided, however, that any such obligations described in (b) through (d) above are not subject to redemption prior to maturity or the date such obligations must be liquidated for their intended purposes.

"Depository" means any bank or trust company or national banking association, including the Trustee, selected by MEC and satisfactory to the Trustee as a depository of moneys and securities held under the provisions of the Indenture.

"Event of Default" means any of the events specified as Events of Default under the heading "***Events of Default***."

"Fiscal Year" means the annual 12-month accounting period of MEC as from time to time in effect, initially a period commencing on January 1 of each year and ending on the next succeeding December 31.

"Fund" or ***"Funds"*** means one or more of the funds established pursuant to the Indenture, including the Project Fund, the Revenue Fund, the Operation and Maintenance Fund, the Debt Service

Fund, the Debt Service Reserve Fund, the Subordinated Bond Fund, the Rebate Fund, and the General Reserve Fund, together with any additional funds established by a Supplemental Indenture.

"General Reserve Fund" means the General Reserve Fund established under the Indenture.

"Ground Lease" means the Ground Lease with Option to Purchase dated as of April 27, 2023, by and between MEC and EFB LLC, a Missouri limited liability company, as fee owner of the real property on which the Nixa Solar Power Project is located, as the same may be amended or supplemented in accordance with its terms.

"Indenture" means the Trust Indenture as originally executed by MEC and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

"Initial Facilities" means all of the assets, rights and properties comprising the Nixa Solar Power Project initially acquired by MEC pursuant to the terms of the Asset Purchase Agreement by and among MEC, Nixa Solar, LLC, and Solar Projects, LLC, dated as of April 27, 2023.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Investment Securities" means any securities legally available for the investment of MEC's funds under applicable law and the investment policies adopted by the Board of Directors.

"Joint Contract" means the Missouri Joint Municipal Electric Utility Commission Joint Contract, dated as of May 1, 1979, among the MEC Members, as amended as of February 1, 1980, and June 4, 1984, and as from time to time further supplemented and amended in accordance with its provisions.

"MEC" means the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission, a body public and corporate and governmental instrumentality of the State organized and existing under the Act.

"MEC Members" means those municipalities of the State who are members of MEC under the Joint Contract, or who become members of MEC pursuant to any future supplement to the Joint Contract.

"Net Revenues" means, for any period of calculation, the total Revenues during such period less the total Operation and Maintenance Expenses during such period.

"Nixa Solar Power Project" means, collectively, the Initial Facilities and the Additional Facilities.

"Officer's Certificate" means a written certificate, written order, or written request of MEC signed on behalf of MEC by an Authorized Officer, which certificate shall be deemed to constitute a representation of, and shall be binding upon, MEC with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance, and other aspects thereof, is acceptable to the Trustee.

"Operation and Maintenance Expenses" means all of MEC's costs and expenses related to the operation and maintenance of the Nixa Solar Power Project or the satisfaction of MEC's obligations under the Power Purchase Agreement and/or the Ground Lease incurred in any particular Fiscal Year or period to which said term is applicable or charges made therefor during such Fiscal Year or period, including amounts reasonably required to be set aside in reserves for items of operation and maintenance expenses the payment of which is not then immediately required, including, without limiting the generality of the foregoing:

(a) salaries and wages, fuel costs, costs of materials and supplies, costs of transmission service, rents, administrative and general expenses, engineering expenses, legal, accounting, and financial advisory expenses, required payments to pension, retirement, health and hospitalization funds, insurance costs (including premiums paid and amounts paid into a reserve fund for self-insurance programs);

(b) any taxes or payments in lieu of taxes and other governmental charges pursuant to law, and costs and expenses by reason of claims against MEC resulting from, arising out of or connected with the operation and maintenance of the Nixa Solar Power Project, whether caused wholly or partially by the negligence (other than gross negligence) of MEC, or its directors, officers, employees, or agents;

(c) the costs of maintaining, protecting and defending all licenses, permits, and approvals necessary for the continuing operation of the Nixa Solar Power Project;

(d) periodic costs of any credit enhancement with respect to Bonds, fiduciaries' fees, and expenses and other agents' fees and expenses, and fees and expenses of other consulting and technical services and training of personnel; and

(e) costs, and any other current expenses or obligations required to be paid by MEC under the provisions of the Indenture or by law, all to the extent properly allocable to the Nixa Solar Power Project;

provided, however, that Operation and Maintenance Expenses shall not include items that are capitalized pursuant to the then existing accounting practices of MEC.

"Operation and Maintenance Fund" means the Fund by that name established pursuant to the Indenture.

"Opinion of Bond Counsel" means a written opinion of Gilmore & Bell, P.C., or other legal counsel selected by MEC who is nationally recognized as experts in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

"Opinion of Counsel" means a written opinion of legal counsel having expertise in the matters covered in such opinion, selected by MEC. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information that is in the possession of MEC, upon an Officer's Certificate, unless such counsel knows, or in the exercise of reasonable care should know, that such Officer's Certificate is erroneous.

"Outstanding" means, as of the date of determination (subject to the provisions of the Indenture), all Bonds theretofore authenticated and delivered under the Indenture, except the following:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in the Indenture;

(b) Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Trustee in trust for the Owners of such Bonds as provided in the Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture; or

(d) Bonds alleged to have been destroyed, lost, or stolen which have been paid as provided in the Indenture.

"Paying Agent" means the Trustee, any other bank or trust company or national banking association designated as Paying Agent for the Bonds of any Series, and its successor or successors appointed in the manner provided in the Indenture.

"Person" means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Power Purchase Agreement" means the Power Purchase Agreement dated as of April 27, 2023, between MEC and the City, as the same may be amended or supplemented in accordance with its terms and the terms of the Indenture.

"Principal Installment" means, as of any date of calculation, with respect to any Series of Bonds (a) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series.

"Project Fund" means the Project Fund established under the Indenture, and within such Fund a separate Series Project Account and Series Costs of Issuance Account for the Initial Facilities and any separate account or accounts for the Additional Facilities established pursuant to the Indenture and the Supplemental Indenture authorizing each Series of Bonds.

"Prudent Utility Practice" means, as of any particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry at such time, or which, in the exercise of reasonable judgment in light of facts known at such time, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedience. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others or to be limited to the lowest-cost practice, method, or act, but rather to be a spectrum of possible practices, methods, and acts, having due regard for manufacturers' warranties and the requirements of governmental agencies of competent jurisdiction.

"Rebate Fund" means the Rebate Fund established under the Indenture, and within such Fund a separate Series Rebate Account established with respect to each Series of Bonds the interest on which is intended to be excludable from gross income for purposes of federal income taxation.

"Redemption Price" means, with respect to any Bond, the principal thereof plus the applicable premium, if any, payable upon redemption thereof.

"Refunding Bonds" means any Series of Bonds issued, authenticated, and delivered on the original issuance date thereof pursuant to the Indenture, for the purpose of refunding other Bonds (including bonds commonly referred to as current refunding bonds, advance refunding bonds, or cross-over refunding bonds where the proceeds of such Refunding Bonds are deposited in an irrevocable escrow or trust account to secure the payment on the applicable payment dates of the interest on and principal or Redemption Price of such Bonds being refunded and/or such Refunding Bonds).

"Revenue Fund" means the Fund by that name established pursuant to the Indenture.

"Revenues" means:

(a) all revenues, income, rents, and receipts derived or to be derived by MEC from or attributable to or relating to the Nixa Solar Power Project or to the payment of the costs thereof, including all revenues received or to be received by MEC or the Trustee under the Power Purchase Agreement or under any other arrangement by MEC with respect to the sale or use of the Nixa Solar Power Project or any portion thereof or the capacity or energy thereof;

(b) the proceeds of certain insurance required to be deposited with the Trustee, including the proceeds of any self-insurance fund, and any insurance covering business interruption loss relating to the Nixa Solar Power Project; and

(c) interest and other investment income received or to be received on any moneys or securities held pursuant to the Indenture and required to be paid into the Revenue Fund;

provided, however, that Revenues shall not include: (i) insurance proceeds resulting from casualty damage to the Nixa Solar Power Project (other than insurance proceeds deposited into a special account in the Debt Service Fund for the redemption of Bonds); (ii) the proceeds from the sale of the Bonds; and (iii) interest and other investment income received or to be received on any moneys or securities held pursuant to an indenture of trust entered into by MEC with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds except to the extent that MEC specifies in a Supplemental Indenture that such interest and other investment income shall constitute Revenues.

"Series" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance and identified pursuant to the Indenture and the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture.

"Series 2023 Bonds" means the Series 2023 Bonds, aggregating the principal amount of $17,455,000, issued, authenticated, and delivered under and pursuant to the Indenture.

"Series Debt Service Reserve Account" means, with respect to any Series of Bonds, the Series Debt Service Reserve Account, if any, created within the Debt Service Reserve Fund pursuant to the Indenture and the Supplemental Indenture authorizing such Series of Bonds.

"Sinking Fund Installment" means an amount so designated for a Series of Bonds which is established pursuant to the Indenture with respect to the Series 2023 Bonds and pursuant to the Supplemental Indenture authorizing an applicable additional Series of Bonds.

"State" means the State of Missouri.

"Subordinated Bond Fund" means the Fund by that name established pursuant to the Indenture.

"Subordinated Bonds" means any bond, note, or other evidence of indebtedness which is expressly made subordinate and junior in right of payment to the Bonds and which complies with the provisions of the Indenture. Subordinated Bonds shall not be, nor shall be deemed to be, Bonds for purposes of the Indenture.

"Supplemental Indenture" means any indenture supplemental or amendatory to the Indenture entered into by MEC and the Trustee pursuant to the Indenture.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., and its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided in the Indenture.

"Trust Estate" means the property described as the Trust Estate under the heading ***"Granting Clauses."***

"Unit Power Purchaser" means the City and any other purchaser permitted by the Indenture.

Granting Clauses.

In consideration of the terms of the Indenture and the purchase of the Bonds by their Owners and in order to secure the payment of the principal and Redemption Price of, and the interest on, the Bonds and to secure the performance of the covenants and obligations on its part contained in the Indenture and the Bonds, MEC transfers in trust, assigns, pledges, and grants a security interest to the Trustee and to its successors and assigns in trust forever, all right, title, and interest of MEC in and to the following described property (the ***"Trust Estate"***):

(a) the proceeds of sale of the Bonds;

(b) all Net Revenues;

(c) all money and securities in the Funds held by the Trustee under the Indenture (except amounts required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code (as defined in the Indenture), whether or not held in the Rebate Fund) including the investments thereof, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture; and

(d) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned, or transferred as and for additional security under the Indenture by MEC or by anyone in its behalf or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in the Indenture for the equal and pro rata benefit and security of each and every Owner of Bonds, without preference, priority, or distinction as to participation in the lien, benefit, and protection of the Indenture of one Bond over or from the others, except as otherwise expressly provided in the Indenture.

Authorization of Bonds.

MEC is authorized to issue Bonds in one or more Series from time to time under the Indenture and, if applicable, pursuant to one or more Supplemental Indentures for the purpose of (i) financing or refinancing all or a portion of the Costs of Acquisition and Construction relating to the Nixa Solar Power Project, or (ii) refunding any Outstanding Bonds. The number of Series of Bonds and the aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Indenture is not limited except as may hereafter be provided in the Indenture or as may be limited by law.

The Bonds, if and when authorized by MEC pursuant to the Indenture and, if applicable, one or more Supplemental Indentures, may be issued in one or more Series, shall be designated "Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project)," and in addition shall include such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as MEC may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

Each Bond shall recite in substance that it, including the interest thereon, is a special obligation of MEC and is payable solely from the Net Revenues and other funds pledged for the payment thereof under the Indenture, and that it does not constitute a debt of MEC within the meaning of any constitutional or statutory limitations or provisions.

Additional Series of Bonds.

MEC may issue, from time to time, additional Series of Bonds pursuant to one or more Supplemental Indentures on a parity with the Series 2023 Bonds to finance or refinance Additional Facilities or to refund any Outstanding Bonds of one or more Series or one or more maturities within a Series or a combination of such purposes. Except as to any difference in the date, the maturities, the rates of interest, or the provisions for redemption, such additional bonds, notes or other obligations may be issued on a parity with and shall be entitled to the same benefit and security of the Indenture as the Series 2023 Bonds, and any other Series of Bonds issued on a parity with the Series 2023 Bonds, upon compliance with the terms of the Indenture as applicable to each such separate Series.

Refunding Bonds.

One or more Series of Refunding Bonds may be issued, authenticated, and delivered under the Indenture to refund any Outstanding Bonds of one or more Series or one or more maturities within a Series. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds under the Indenture required by the provisions of the Supplemental Indenture authorizing such Bonds.

Refunding Bonds of each Series shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by the Indenture) of:

(i) if any of the Bonds to be refunded are to be redeemed, irrevocable instructions to the Trustee to give notice of redemption, on a redemption date or dates specified in such instructions, to the Owners of the refunded Bonds to be redeemed, subject to the provisions of the Indenture and the Supplemental Indenture which authorized the Bonds being refunded;

(ii) if the Bonds to be refunded are to be deemed paid within the meaning of the Indenture, either (A) moneys (including moneys withdrawn and deposited pursuant to the Indenture and any Supplemental Indenture) in an amount sufficient to effect payment at the applicable Redemption Price of the refunded Bonds to be redeemed and of the principal amount of refunded Bonds not to be redeemed, together with accrued interest on such Bonds to the redemption date or maturity date, as the case may be, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (B) Defeasance Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of the Indenture, which Defeasance Obligations and moneys shall be held in trust and used only as provided in said Section; and

(iii) an Officer's Certificate stating that the Board of Directors of MEC has determined that such Refunding Bonds are being issued to reduce monthly costs of the Unit Power Purchaser under the Power Purchase Agreement or that the issuance of such Refunding Bonds is otherwise beneficial to MEC or the Unit Power Purchaser.

The net proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied for the purposes of making deposits as shall be provided by the Supplemental Indenture authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Indenture.

Subordinated Bonds.

MEC may from time to time issue Subordinated Bonds for any purpose of MEC in connection with the Nixa Solar Power Project, including, without limitation, the financing of any part of the Costs of Acquisition and Construction of the Initial Facilities or any Additional Facilities or the refunding or any Subordinated Bonds or Outstanding Bonds. Such Subordinated Bonds shall be payable out of and may be secured by a pledge of such amounts in the Subordinated Bond Fund as may from time to time be available therefor; provided, however, that any such payment or pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge and lien created under the Indenture as security for the Bonds; and provided, further, that unless the Indenture or other instrument, including any Supplemental Indenture, authorizing any issue of Subordinated Bonds shall provide that no such certificate shall be required, no such Subordinated Bonds may be so issued upon original issuance except upon receipt by the Trustee of an Officer's Certificate stating that MEC is not in default in the performance of any of the covenants, conditions, agreements, or provisions contained in the Indenture.

Any issue of Subordinated Bonds may have such rank or priority with respect to any other issue of Subordinated Bonds as may be provided in the Indenture or other instrument, including any Supplemental Indenture, securing such issue of Subordinated Bonds and may contain such other provisions as are not in conflict with the provisions of the Indenture.

Establishment of Funds and Accounts.

The following Funds and Accounts are established under the terms of Indenture, each of which shall be held by MEC:

(i) Revenue Fund.

(ii) Operation and Maintenance Fund.

(iii) General Reserve Fund.

The following Funds and Accounts are established under the terms of Indenture, each of which shall be held by the Trustee:

(i) Project Fund, which shall consist of a separate Series Project Account for each Series of Bonds and a separate Costs of Issuance Account for each Series Project Account.

(ii) Debt Service Fund, which shall consist of a separate Series Debt Service Account for each Series of Bonds.

(iii) Debt Service Reserve Fund, which shall consist of a separate Debt Service Reserve Account for the Series 2023 Bonds and for each Series of Bonds establishing a Debt Service Reserve Account under the Supplemental Indenture authorizing such Series of Bonds.

(iv) Subordinated Bond Fund, which shall consist of a separate Series Subordinated Bond Account for each series of Subordinated Bonds.

(v) Rebate Fund, which shall consist of a separate Series Rebate Account for each Series of Bonds the interest on which is intended to be excluded from gross income for purposes of federal income taxation.

MEC may, by Supplemental Indenture, establish one or more additional funds, accounts, or subaccounts. All moneys deposited with or paid to MEC or the Trustee for the Funds and Accounts held by MEC or the Trustee, respectively, under the Indenture shall be held and applied by MEC or the Trustee, as applicable, only in accordance with the provisions of the Indenture and each applicable Supplemental Indenture. Until used or applied as in the Indenture provided, all moneys in the Funds and Accounts held by the Trustee under the Indenture (except amounts required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund) shall be held by the Trustee in trust and shall constitute part of the Trust Estate and be subject to the lien, terms, and provisions of the Indenture and shall not be commingled with any other funds and accounts of MEC except as provided under the heading ***"Investment of Certain Funds"*** for investment purposes. The Trustee shall maintain separate accounts or subaccounts for funds and securities attributable to each Series of Bonds so that the calculations required by the tax compliance agreement for each Series of Bonds can be made separately for such Series.

Project Fund.

There shall be paid into the Project Fund the amounts required to be so paid by the provisions of the Indenture and any Supplemental Indenture with respect to a Series of Bonds, and there may be paid into the Project Fund, at the direction of MEC, any moneys received for or in connection with the Nixa Solar Power Project from any other source, unless required to be otherwise applied as provided by the Indenture. Amounts in the Project Fund shall be applied to the payment of the Costs of Acquisition and Construction of the Initial Facilities and any Additional Facilities or the costs of refunding any Bonds in the manner provided in this Section.

Subject to the provisions of the Ground Lease, the proceeds of insurance, including the proceeds of any self-insurance fund, maintained pursuant to the Indenture against physical loss of or damage to the Nixa Solar Power Project or casualty loss, or of contractors' performance bonds or other assurances of completion with respect thereto, pertaining to the period of acquisition and construction thereof, shall be paid into the appropriate separate Series Project Account in the Project Fund.

The Trustee shall make payments from the Series Project Accounts in the Project Fund, except payments and withdrawals pursuant to this Section, in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this subsection. Before any such payment shall be made, MEC shall file with the Trustee its requisition therefor set forth in an Officer's Certificate, stating in respect of the payment to be made (i) the name and address of the Person to whom payment is due (which may be MEC if MEC provided the item of Costs of Acquisition and Construction which is the basis of such payment), (ii) the amount of such payment, and (iii) that such payment in the stated amount is a proper charge against the Project Fund and that no part of such payment will be applied to any item which has previously been paid from any Fund or Account created under the Indenture. The Trustee shall promptly issue its check for each payment required by such requisition or shall by interbank transfer or other method arrange to make promptly each payment required by such requisition. The Trustee may rely fully on any such requisition delivered pursuant to this subsection and shall not be required to make any investigation in connection therewith.

The Trustee shall, during construction of any Additional Facilities, pay from the Project Fund to MEC, upon its requisitions therefor signed by an Authorized Officer, at one time or from time to time, a sum or sums aggregating not more than $1,000,000, such sums to be used by MEC as a revolving fund for the purpose of paying such items of the Cost of Acquisition and Construction thereof as cannot conveniently be paid as in this Section otherwise provided. So long as the amount in such revolving fund shall at any time be less than $1,000,000, such revolving fund shall be reimbursed by the Trustee from time to time for such expenses so paid, by payments from the Project Fund upon requisitions signed by an Authorized Officer specifying the payee, the amount, and the particular purpose of each payment from such revolving fund for which such reimbursement is requested, and certifying that each such amount so paid was necessary for the payment of an item of the Cost of Acquisition and Construction of such Additional Facilities, and that such expense could not conveniently be paid except from such revolving fund. In making such reimbursement the Trustee may rely upon such requisitions and accompanying certificates and shall not be required to make any investigation in connection therewith.

Notwithstanding any of the other provisions of this Section, to the extent that other moneys are not available thereof or, amounts in the Project Fund shall be applied to the payment of principal of and interest on Bonds when due.

The completion of Acquisition and Construction of the Initial Facilities shall be evidenced by an Officer's Certificate filed with the Trustee, which shall state that the Acquisition and Construction of the Initial Facilities have been completed. The completion of Acquisition and Construction of any Additional Facilities for which a separate Series Project Account has been established in the Project Fund shall be evidenced by an Officer's Certificate filed with the Trustee, which shall state that such Facilities have been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such Officer's Certificate, the balance in the applicable Series Project Account in the Project Fund shall, subject to any provision in the Indenture or, if applicable, in a Supplemental Indenture, be applied as follows (in any order as determined by MEC): (i) used to purchase Bonds of the applicable Series as provided in the Indenture; (ii) deposited into the Debt Service Reserve Account in the Debt Service Reserve Fund with respect to the applicable Series of Bonds to fund any amounts required to be deposited therein; (iii) deposited into the Series Debt Service Account with respect to the applicable Series of Bonds; (iv) transferred into another Series Project Account to pay Costs of Acquisition and Construction of other Additional Facilities; or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds, including a transfer into the Operation and Maintenance Fund to provide operating reserves for the payment of Operation and Maintenance Expenses, and any balance shall be paid over or transferred to the Revenue Fund.

Notwithstanding the foregoing, the Trustee shall make payments from any Series Project Account established in the Project Fund with respect to a Series of Refunding Bonds, to provide, together with other funds held by the Trustee, for the call for redemption prior to maturity and the payment of the principal or Redemption Price of and interest on the Bonds being refunded, in accordance with the Supplemental Indenture authorizing such Refunding Bonds.

Revenues and Revenue Fund.

All Revenues shall be promptly deposited by MEC upon receipt thereof to the credit of the Revenue Fund.

Payments Into Certain Funds.

As soon as practicable in each month after the deposit of Revenues into the Revenue Fund, but in any case no later than the last Business Day of such month, MEC shall withdraw from the Revenue Fund and credit to, or shall transfer to the Trustee for deposit in, the following Funds and Accounts in the following order the amounts set forth below:

(a) *To the Operation and Maintenance Fund*, such amount as shall be necessary for the payment of all Operation and Maintenance Expenses which are unpaid and which are estimated to become due prior to the end of the following calendar month in the Annual Nixa Solar Power Project Budget.

(b) *To the Debt Service Fund*, for credit to each Series Debt Service Account established with respect to the Series 2023 Bonds and any Series of Bonds pursuant to a Supplemental Indenture, on a parity with the transfer to each other Series Debt Service Account, the amount, if any, required so that the balance in said Account shall equal the Accrued Debt Service with respect to such Series of Bonds as of the last day of the then current month; provided that, if there shall be a deficiency of Revenues to make the deposits required by this subsection, such Revenues shall be deposited into each Series Debt Service Account on a pro rata basis based on the amount of each such required deposit.

(c) *To the Debt Service Reserve Fund*, for credit to the Series Debt Service Reserve Account established with respect to the Series 2023 Bonds and any Series of Bonds pursuant to a Supplemental Indenture, the amount, if any, required (i) to restore any deficiency in said account as described under the heading **"*Debt Service Reserve Fund*"** and (ii) to fund the applicable Debt Service Reserve Requirement as described under the heading **"*Debt Service Reserve Fund*"**; provided that, if there shall be a deficiency of Revenues to make the deposits required by this subsection, such Revenues shall be deposited into each Series Debt Service Reserve Account on a pro rata basis based on the amount of each such required deposit.

(d) *To the Subordinated Bond Fund*, for credit to each Series Subordinated Bond Account established with respect to Subordinated Bonds pursuant to a Supplemental Indenture, such amounts as shall be required by the Supplemental Indenture authorizing such Subordinated Bonds.

(e) *To the General Reserve Fund*, the remaining balance, if any, of moneys in the Revenue Fund after making the above credits, transfers, and deposits.

Operation and Maintenance Fund.

The Operation and Maintenance Expenses shall be paid by MEC out of the amounts on deposit in the Operation and Maintenance Fund, from time to time as such costs become due and payable.

If, on the last Business Day of any month, the amount in the Operation and Maintenance Fund shall be less than the amount required to be in such Fund to pay expected Operation and Maintenance Expenses in such month, MEC shall transfer amounts from the General Reserve Fund to the Operation and Maintenance Fund to the extent of the deficiency.

Debt Service Fund.

Amounts on deposit in the Debt Service Fund in the Series Debt Service Account established with respect to the Series 2023 Bonds and any Series Debt Service Account established for a Series of Bonds shall be used and withdrawn as provided in this Section and in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

(a) The Trustee shall pay out of the appropriate Series Debt Service Account in the Debt Service Fund: (i) on or before each interest payment date for the Series of Bonds to which such Account relates, the amount required for the interest payable on such date; (ii) on or before each Principal Installment due date for such Series of Bonds, the amount required for the Principal Installment payable on such due date; and (iii) on or before any redemption date for such Series of Bonds, the amount required for the payment of Redemption Price of and accrued interest on such Bonds then to be redeemed.

(b) Except as otherwise provided in the Indenture with respect to the Series 2023 Bonds or in a Supplemental Indenture authorizing an additional Series of Bonds, amounts accumulated in any Series Debt Service Account in the Debt Service Fund with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by MEC in an Officer's Certificate not less than 45 days before the due date of such Sinking Fund Installment, be applied by the Trustee to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, (ii) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (iii) any combination of (i) and (ii). All purchases of any Bonds pursuant to this subsection shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as MEC shall direct the Trustee. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption on such due date, by giving notice as required by the Indenture, Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the appropriate Series Debt Service Account in the Debt Service Fund to the appropriate Paying Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Bonds shall be paid by MEC as an Operation and Maintenance Expense from the Operation and Maintenance Fund.

(c) In the event of the refunding of any Bonds, the Trustee shall, if MEC so directs, withdraw from the applicable Series Debt Service Account in the Debt Service Fund all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded and deposit such amounts with the Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided, however, that such withdrawal shall not be made unless items (a) and (b) referred to above have been satisfied.

Debt Service Reserve Fund.

The Bonds, including the Series 2023 Bonds, are initially secured by the Series 2023 Account of the Debt Service Reserve Fund. MEC may, at its option, specify in a Supplemental Indenture authorizing a Series of Bonds whether or not to create a Series Debt Service Reserve Account for such Bonds and establish a related Debt Service Reserve Requirement in such Supplemental Indenture. Except as may be otherwise provided in a Supplemental Indenture with respect to the Series of Bonds authorized thereby, all Bonds shall have a claim for payment on the Debt Service Reserve Fund as set forth in the Indenture.

Upon the issuance of any Series of Bonds that are secured by a Series Debt Service Reserve Account, including the Series 2023 Bonds, such Series Debt Service Reserve Account will be funded in an amount and in the manner to be set forth in the Indenture or the applicable Supplemental Indenture authorizing such Series of Bonds.

Amounts on deposit in any Series Debt Service Reserve Account established for a Series of Bonds shall be used and withdrawn as provided in the Indenture and the applicable Supplemental Indenture authorizing the issuance of such Series. If the amount on deposit in the applicable Debt Service Account for any Series of Bonds secured by an Account of the Debt Service Reserve Fund is less than the amount required to be in such Debt Service Account to pay principal of or interest on the related Series of Bonds pursuant to the Indenture, the Trustee shall apply amounts from the applicable Account of the Debt Service Reserve Fund to the extent necessary to cure such deficiency with respect to the related Series of Bonds.

If the value of any Series Debt Service Reserve Account of the Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Requirement, MEC may request that the cash or Investment Securities held in such Account in excess of the required amount be transferred by the Trustee to MEC for deposit into the Revenue Fund.

If the amount on deposit in any Series Debt Service Reserve Account of the Debt Service Reserve Fund is less than the applicable Debt Service Reserve Requirement because of a withdrawal from said Account or a valuation, the Trustee shall calculate the amount of such deficiency and then determine the monthly deposit necessary to restore the funds in such account to the applicable Debt Service Reserve Requirement as follows: except as otherwise provided in the Supplemental Indenture authorizing a Series of Bonds and its related Series Debt Service Reserve Account, the monthly deposit shall be equal to the difference between the Debt Service Reserve Requirement for such Series of Bonds and the amount of cash and Investment Securities on such date divided by 12.

In the event of the refunding of all or a portion of a Series of Bonds secured by a Debt Service Reserve Account in the Debt Service Reserve Fund, the Trustee shall, upon the direction of MEC, withdraw from the related Debt Service Reserve Account of the Debt Service Reserve Fund amounts accumulated therein with respect to the Series of Bonds being refunded and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the Indenture, and (ii) the amount remaining in the applicable Debt Service Reserve Account of the Debt Service Reserve Fund after such withdrawal shall not be less than the applicable Debt Service Reserve Requirement.

Whenever the amount in the Debt Service Reserve Fund, together with the amounts in the accounts in the Debt Service Fund are sufficient to pay in full all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in each Account of the Debt Service Reserve Fund shall be transferred to the related Account in the Debt Service Fund and no further deposits shall be required to be made into the Debt Service Reserve Fund.

Subordinated Bond Fund.

The Trustee shall apply amounts in each separate Series Subordinated Bond Account in the Subordinated Bond Fund at the times, in the amounts and to the purposes specified with respect thereto in the respective resolutions, indentures or other instruments, including any Supplemental Indenture, relating to such Account and the Subordinated Bonds payable therefrom or secured thereby.

If at any time the amount in any Series Debt Service Account in the Debt Service Fund shall be less than the requirement of such Account as described under the heading ***"Payments Into Certain Funds,"*** and there shall not be on deposit in the General Reserve Fund available moneys sufficient to cure any such deficiency, then the Trustee shall withdraw from the Subordinated Bond Fund and deposit into such Series Debt Service Account the amount necessary to make up such deficiency (or, if the amount in said Fund shall be less than the amount necessary to make up the deficiencies with respect to all Series Debt Service Accounts, then the amount in said Fund shall be first applied ratably (in proportion to the deficiency in each such account) to make up the deficiencies in such Series Debt Service Accounts (in proportion to the deficiency in each such Account). For purposes of this subsection, the Trustee shall withdraw from each account in the Subordinated Bond Fund, ratably in proportion to the respective amounts on deposit therein, the amounts required to make up said deficiencies.

Subject to the provisions of, and to the priorities and limitations and restrictions provided in the Indenture, other indenture, or instrument, including any Supplemental Indenture, securing each issue of Subordinated Bonds, amounts in the Subordinated Bond Fund which MEC at any time determines to be in excess of the requirements of such Fund, may, at the discretion of MEC, be transferred to the Revenue Fund and applied as described under the heading ***"Payments Into Certain Funds."***

General Reserve Fund.

MEC shall transfer from the General Reserve Fund moneys in the following amounts and in the following order of priority: (i) to the Trustee for deposit in the Series Debt Service Accounts, pro rata based on the amount of each such deficiency, the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to said Accounts required by the Indenture, (ii) to the Trustee for deposit in the Debt Service Reserve Accounts, pro rata based on the amount of each such deficiency, the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in required payments to such Accounts or resulting from any transfer to the Series Debt Service Accounts, and (iii) to the Subordinated Bond Fund, the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to said Fund required by the Indenture.

Amounts in the General Reserve Fund not required to meet a deficiency as required in this Section shall, upon a determination of MEC, be applied to or set aside for any one or more of the following:

(i) payment into the Revenue Fund or any other fund or account established by the Indenture or any indenture with respect to bonds, notes, or other evidences of indebtedness issued by MEC to finance or refinance the Costs of Acquisition and Construction;

(ii) the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any Bonds;

(iii) payments required to be made to any Series Subordinated Bond Account in the Subordinated Bond Fund established pursuant to an indenture of trust with respect to bonds, notes, or other evidences of indebtedness payable on a basis subordinate to the Bonds; and/or

(iv) any other lawful purpose of MEC related to the Nixa Solar Power Project.

Rebate Fund.

There shall be deposited in each respective Series Rebate Account in the Rebate Fund such amounts as are required to be deposited therein pursuant to the tax compliance agreement executed in connection with the issuance of the Series 2023 Bonds and any applicable additional Series of Bonds. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither MEC nor the owner of any Bonds shall have any rights in or claim to such money.

The Trustee shall remit from moneys in each respective Series Rebate Account in the Rebate Fund all rebate installments and a final rebate payment to the United States required by the tax compliance agreement executed in connection with the issuance of the Series 2023 Bonds and any applicable additional Series of Bonds. The Trustee shall not have any obligation to pay any amounts required to be rebated pursuant to this Section and such tax compliance agreement, other than from moneys held in the applicable Series Rebate Account of the Rebate Fund or from other moneys provided to it by MEC. Any moneys remaining in a Series Rebate Account of the Rebate Fund after redemption and payment of all of the applicable Series of Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to MEC.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the applicable tax compliance provisions shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

Purchase of Bonds.

MEC may purchase Bonds of any Series from any available funds other than moneys in a Series Debt Service Account at public or private sale, as and when and at such prices as MEC may in its discretion determine, but at a price not exceeding the principal amount thereof plus accrued interest thereon, or in the case of Bonds which by their terms are subject to redemption prior to maturity, at the then current or first applicable Redemption Price (plus accrued interest), as the case may be. All Bonds so purchased shall at such times as shall be selected by MEC be delivered to and cancelled by the Trustee (or provision made therefor), and no Bonds shall be issued in place thereof. In the case of the purchase of Bonds of a Series and maturity for which Sinking Fund Installments shall have been established, MEC shall, by an Officer's Certificate delivered to the Trustee, elect the manner in which the principal amount of such Bonds shall be credited toward Sinking Fund Installments, consistent with the procedures of the Indenture. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

Deposit of Funds.

All moneys held by the Trustee and MEC under the provisions of the Indenture shall constitute trust funds and the Trustee and MEC may deposit such moneys with one or more Depositories in trust for said parties. All moneys deposited under the provisions of the Indenture with the Trustee, MEC or any Depository shall be held in trust and applied only in accordance with the provisions of the Indenture, and each of the Funds and Accounts established by the Indenture shall be a trust fund for the purposes thereof.

Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock, surplus, and undivided earnings of not less than $100,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under the Indenture, and any other agreements made in connection with the Bonds, on terms satisfactory to MEC, by a guarantor with such combined capital and surplus or consolidated net worth, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Indenture.

All Revenues and moneys held by any Depository under the Indenture may be placed on demand or time deposit, if and as directed by MEC, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. Any such deposit may be made in the commercial banking department of any Depository which may honor checks and drafts on such deposit with the same force and effect as if it were not such Depository. All moneys held by any Depository, as such, may be deposited by such Depository in its banking department on demand or, if and to the extent directed by MEC and acceptable to such Depository, time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Depository shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund or Account to which such moneys belong and, except as provided with respect to the investment of moneys in Investment Securities, the moneys credited to each particular Fund or Account shall be kept separate and apart from, and not commingled with, any moneys credited to any other Fund or Account or any other moneys deposited with the Trustee, MEC, and each Depository.

Investment of Certain Funds.

Moneys held in the Project Fund, each Series Debt Service Account in the Debt Service Fund, each Series Debt Service Reserve Account in the Debt Service Reserve Fund, the Subordinated Bond Fund, and the Rebate Fund shall be invested and reinvested by the Trustee at the written direction of MEC to the fullest extent practicable in Investment Securities which mature or are available not later than such times as reasonably expected to be necessary to provide moneys when needed for payments to be made from such Funds and Accounts. The Trustee shall make all such investments of moneys held by it in accordance with written directions of an Authorized Officer, which shall include a certification that the investments being directed are Investment Securities as required by the Indenture. The Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades, including account maintenance fees.

Moneys held in the Revenue Fund shall be invested and reinvested by MEC in Investment Securities which mature not later than such times as reasonably expected to be necessary to provide moneys when needed for payments to be made from such Fund. Moneys in the Operation and Maintenance Fund shall be invested by MEC in Investment Securities which mature within 12 months from the date of such investment. Moneys in the General Reserve Fund shall be invested by MEC in Investment Securities which mature not later than such times as reasonably expected to be necessary to provide moneys when needed to provide payments from such Funds or Accounts.

Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment, and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in such Funds and Accounts (other than the Project Fund), to the extent resulting in a balance which is in excess of any requirement for such Fund or Account, shall be paid into the Revenue Fund; provided, however, that interest and other investment income shall be paid into the Project Fund to the extent provided in the Supplemental Indentures entered into from time to time. Interest and other investment income earned on any moneys or investments in a separate account in the Project Fund shall be held in such account for the purposes thereof. Nothing in the Indenture shall prevent any Investment Securities acquired as investments of funds held under the Indenture from being issued or held in book-entry form.

In making any investment in any Investment Securities with moneys in any Fund or Account established under the Indenture, MEC or the Trustee may combine such moneys with moneys in any other Fund or Account but solely for the purposes of making such investment in such Investment Securities and provided that any amount so combined shall be separately accounted for.

Although MEC recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, MEC agrees that confirmations of Investment Securities are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Valuation and Sale of Investments.

Obligations purchased as an investment of moneys in any Fund or Account created under the provisions of the Indenture shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account created under the provisions of the Indenture for any purpose provided in the Indenture, obligations purchased as an investment of moneys therein shall be valued, as of any particular time of determination, as follows:

(i) with respect to cash, at the face value thereof;

(ii) with respect to any investments, other than those in the Debt Service Reserve Fund, at the lower of the cost of the investment or the market price of the investment on the date of valuation; and

(iii) with respect to any investments in the Debt Service Reserve Fund, at the fair market price of the investment on the date of valuation.

Except as otherwise provided in the Indenture, the Trustee shall sell at the best price reasonably obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be directed by MEC so to do, or whenever it shall be necessary to provide moneys to meet any payment or transfer from any Fund held by it. The Trustee shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

Operation of Nixa Solar Power Project; Ground Lease.

MEC is duly authorized under all applicable laws to execute the Ground Lease and to undertake, acquire, and operate the Nixa Solar Power Project, and to do and perform all acts and things required to be done or performed by MEC to carry out such undertakings. Except through the exercise of the option to purchase granted in the Ground Lease, MEC covenants and agrees that it will not terminate the Ground Lease while any of the Bonds are Outstanding.

MEC shall at all times comply with all terms, covenants and provisions, express and implied, of the Ground Lease and all other contracts or agreements affecting or involving the Nixa Solar Power Project or business of MEC with respect thereto. MEC shall duly perform its covenants and obligations under the Ground Lease and will enforce the provisions thereof against the other parties thereto. MEC shall promptly and vigorously enforce and defend its rights under the Ground Lease as may be necessary to protect the interests of the owners of the Bonds in the Net Revenues generated by the Nixa Solar Power Project and will not consent or agree to any rescission of or amendment to any of the Ground Lease which, in the judgment of MEC or the Trustee, will materially and adversely affects its rights thereunder or which may have an adverse effect on the owners of the Bonds. A copy of the Ground Lease certified by an Authorized Officer shall be filed with the Trustee, and a copy of any such amendment certified by an Authorized Officer shall be filed with the Trustee.

MEC shall use its best efforts to cause the acquisition and construction of any Additional Facilities to be accomplished in a sound and economic manner and as expeditiously as is practicable, in accordance with the provisions of the Ground Lease and the plans and specifications therefor.

MEC shall, subject to the provisions of the Ground Lease and consistent with the terms and provisions thereof and with Prudent Utility Practice, (i) cause the Nixa Solar Power Project to be operated, maintained and managed in an efficient and economical manner consistent with the Power Purchase Agreement, (ii) cause the Nixa Solar Power Project to be maintained, preserved, and kept in good repair, working order, and condition, and (iii) cause all necessary and proper repairs, replacements, and renewals to be made so that the operating efficiency of the Nixa Solar Power Project will be properly and advantageously conducted.

Power Purchase Agreement; Enforcement and Amendment.

MEC is duly authorized under all applicable laws to execute the Power Purchase Agreement and to sell the capacity and output of the Nixa Solar Power Project to the Unit Power Purchaser upon the terms and conditions contained in the Power Purchase Agreement. MEC shall not consent to the transfer or assignment of the Power Purchase Agreement unless MEC has received from each rating agency, if any, who maintains an underlying rating on the Bonds, a written confirmation that the rating on the Bonds will not be adversely affected as a result of such transfer. If for any reason the Power Purchase Agreement is no longer in force and effect, MEC may, to the extent permitted by law, enter into one or more power purchase agreements or make other arrangements for the disposition of such capacity or output of the Nixa Solar Power Project to other Unit Power Purchasers; provided, however, that prior to enter into one or more power purchase agreements or making other arrangements for the disposition of such capacity or output of the Nixa Solar Power Project, MEC receives (i) from each rating agency, if any, who maintains an underlying rating on the Bonds, a written confirmation that the rating on the Bonds will not be adversely affected as a result of such action and (ii) an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed and delivered to the Trustee and MEC to the effect that such action will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for purposes of federal income taxation.

The Power Purchase Agreement, an executed copy of which has been filed with the Trustee, sets forth the covenants and obligations of MEC and the Unit Power Purchaser and reference is made to the Power Purchase Agreement for a detailed statement of said covenants and obligations of the Unit Power Purchaser thereunder. A copy of any amendment to the Power Purchase Agreement, certified by an Authorized Officer, shall be filed with the Trustee.

MEC shall collect and forthwith deposit in the Revenue Fund all amounts payable to it by the Unit Power Purchaser with respect to the Nixa Solar Power Project pursuant to the Power Purchase Agreement or pursuant to any other contract for the use or the sale of the capacity or output of the Nixa Solar Power Project or any part thereof. MEC shall enforce the provisions of the Power Purchase Agreement and duly perform its covenants and agreements thereunder. MEC will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with the Power Purchase Agreement that will reduce the payments required thereunder with respect to the Nixa Solar Power Project or that will in any manner materially impair or materially adversely affect the rights of MEC thereunder or the rights or security of the Bondowners under the Indenture. So long as the Bonds are Outstanding, MEC shall not establish a billing period with respect to the Nixa Solar Power Project under the Power Purchase Agreement that is longer than a month.

The Trustee shall notify MEC, the Unit Power Purchaser or any other purchaser of the Nixa Solar Power Project output pursuant to any other contract for the use or the sale of the capacity or output of the Nixa Solar Power Project or any part thereof within 7 days after the occurrence thereof of any Event of Default pursuant to the Indenture. MEC agrees that if an Event of Default exists and is continuing under the Indenture, the Trustee in its name or in the name of MEC may enforce all rights of MEC and all obligations of the Unit Power Purchaser and MEC under and pursuant to such Power Purchase Agreement for and on behalf of the Bondowners.

Rates, Fees and Charges.

MEC has, and will have as long as any Bonds are Outstanding, good, right, and lawful power to establish charges and cause to be collected amounts with respect to the use of the Nixa Solar Power Project, subject to the terms of the Power Purchase Agreement.

MEC shall promptly collect all amounts payable under the Power Purchase Agreement as the same become due, and shall at all times maintain and promptly and vigorously enforce its rights against the Unit Power Purchaser for failure to pay such charges when due as provided in the Indenture.

MEC shall at all times fix, establish, maintain, and collect rates and charges for the sale, use, capacity, output and services of the Nixa Solar Power Project, as shall be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds, for the payment of the sum of:

(i) the amount required to be paid during such Fiscal Year into the Operation and Maintenance Fund during such Fiscal Year;

(ii) the amounts equal to the Aggregate Debt Service for such Fiscal Year required to be paid during such Fiscal Year into the Debt Service Fund other than any such amounts which the Annual Budget anticipates shall be transferred from other Funds;

(iii) the amount, if any, to be paid during such Fiscal Year into the respective Series Debt Service Reserve Accounts in the Debt Service Reserve Fund (whether to replace amounts withdrawn from the Debt Service Reserve Fund or otherwise);

(iv) the amount, if any, required to be paid during such Fiscal Year into the Subordinated Bond Fund;

(v) the amounts, if any, required to be deposited in the General Reserve Fund during such Fiscal Year; and

(vi) all other amounts, if any, required to be paid into any other Fund or Account during such Fiscal Year under the Indenture, and all other charges or amounts payable out of Revenues during such Fiscal Year.

MEC will not furnish or supply or cause to be furnished or supplied any capacity, output, use, or service of the Nixa Solar Power Project, free of charge to any person, firm or corporation, public or private, and MEC may, to the extent permitted by law, enforce the payment of any and all accounts owing to MEC by reason of the operation of the Nixa Solar Power Project by discontinuing such capacity, output, use or service, or by filing suit therefor within 120 days after any such accounts are due, or by both such discontinuance and by filing suit.

Annual Budget.

Not less than 30 days prior to the beginning of each Fiscal Year, MEC shall prepare and file with the Trustee for the ensuing Fiscal Year an Annual Budget approved by the Board of Directors, which shall incorporate an Annual Nixa Solar Power Project Budget with respect to the Nixa Solar Power Project. Such Annual Nixa Solar Power Project Budget shall set forth in reasonable detail the estimated Revenues, Operation, and Maintenance Expenses and other expenditures with respect to the Nixa Solar Power Project and the estimated deposits to and amounts estimated to be expended from each Fund and Account established under the Indenture, as shall be necessary or appropriate so as to comply with the Indenture, the Ground Lease, the Power Purchase Agreement, and the Joint Contract and may set forth such additional information as MEC may determine. The Annual Nixa Solar Power Project Budget shall also be incorporated in the Annual Budget adopted by MEC, as amended or supplemented and in effect for a particular Fiscal Year.

Following the end of each quarter of each Fiscal Year, MEC shall review the Annual Nixa Solar Power Project Budget for such Fiscal Year, and in the event such review indicates that the Annual Nixa Solar Power Project Budget does not or will not substantially correspond with actual receipts or expenditures, or if there are or are expected to be at any time during any such Fiscal Year extraordinary receipts, credits, or expenditures that will substantially affect the amounts shown in the Annual Nixa Solar Power Project Budget, MEC shall take the actions provided for in the Power Purchase Agreement. In the event the Annual Nixa Solar Power Project Budget is amended or supplemented, MEC will file with the Trustee a revised Annual Nixa Solar Power Project Budget. MEC also may at any time adopt and file with the Trustee a revised Annual Nixa Solar Power Project Budget for the remainder of the then current Fiscal Year.

Accounts and Reports.

MEC shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Nixa Solar Power Project and each Fund and Account established under the Indenture and relating to costs and charges under the Power Purchase Agreement and which, together with the Power Purchase Agreement and all other books and papers of MEC, including insurance policies, relating to the Nixa Solar Power Project, shall at all times be subject to the inspection of the Trustee, and the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee shall furnish statements to MEC promptly after the end of each month of the respective transactions during such month relating to each Fund and Account held by it under the Indenture. MEC shall have the right upon reasonable notice and during reasonable business hours to audit the books and records of the Trustee with respect to the Funds and Accounts held by the Trustee under the Indenture.

MEC shall annually, within 120 days after the close of each Fiscal Year, cause to be filed with the Trustee, and otherwise as provided by law, a copy of MEC's Annual Report for such Fiscal Year, accompanied by an Accountant's Certificate, which shall include information relating to the Nixa Solar Power Project, including a summary with respect to each Fund and Account established under the Indenture of the receipts therein and disbursements therefrom during such Fiscal Year and the amount held therein at the end of such Fiscal Year. Such Accountant's Certificate shall state whether or not, to the knowledge of the signer, MEC is in default with respect to any of the covenants, agreements, or conditions on its part contained in the Indenture, and if so, the nature of such default.

MEC shall file with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by MEC of any covenant, agreement or condition contained in the Indenture, an Officer's Certificate specifying such Event of Default or default and (b) within 120 days after the end of each Fiscal Year, commencing with the first Fiscal Year ending after the issuance of the Series 2023 Bonds, an Officer's Certificate stating that, to the best of the signer's knowledge and belief, MEC has kept, observed, performed and fulfilled its covenants and obligations contained in the Indenture and there does not exist at the date of such certificate any default by MEC under the Indenture or any Event of Default or other event which, with the lapse of time or giving of notice specified in the Indenture 801 would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture shall be available for the inspection of Bondowners at the office of the Trustee and shall be mailed to each Bondowner who shall file a written request therefor with the Trustee. The Trustee may charge each Bondowner requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

The Trustee shall have no duty to review or analyze any financial statements provided pursuant to this Section and shall hold such financial statements solely as a repository for the benefit of the Bondowners. The Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner.

Creation of Liens.

Except to the extent otherwise provided in the Indenture or the Ground Lease, the Revenues, the Funds and other moneys, securities and funds pledged and assigned under the Indenture are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by the Indenture, and all corporate or other action on the part of MEC to that end has been and will be duly and validly taken.

MEC will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or the Trust Estate, except as specifically authorized in the Indenture. MEC shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Revenues or other moneys, securities or funds held or set aside by MEC or by the Trustee under the Indenture and shall not create or cause to be created any lien or charge on the Revenues, or such moneys, securities or funds; provided, however, that nothing contained in the Indenture shall prevent MEC from issuing, if and to the extent permitted by law, bonds, notes, debentures or other evidences of indebtedness payable on a basis subordinate to the Bonds.

MEC will not create, and will use its good faith efforts to prevent the creation of, any mortgage or lien upon the Nixa Solar Power Project or any property essential to the proper operation of the Nixa Solar Power Project or to the maintenance of the Revenues. MEC will not create, or permit the creation of, any pledge, lien, charge, or encumbrance upon the Revenues except only as provided in or permitted by the Indenture.

Maintenance of Insurance.

MEC shall, at all times, insure (or cause to be insured) the Nixa Solar Power Project from such causes customarily insured against for similar interests held by utilities constructing and operating electric generation facilities of the nature of the generation facilities of the Nixa Solar Power Project, and in such relative amounts as are usually obtained, to the extent available on commercially reasonable terms. MEC shall use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those with rights and interests similar to the Nixa Solar Power Project, to the extent available on commercially reasonable terms. Insurance maintained pursuant to the Ground Lease shall be deemed in compliance with the Indenture if such insurance otherwise complies with the requirements described under this heading ***"Maintenance of Insurance."***

MEC shall also use its best efforts to maintain or cause to be maintained any additional or other insurance which it shall deem necessary or advisable to protect its interests and the interests of the Bondowners, to the extent available on commercially reasonable terms.

Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to MEC or the Trustee, or as otherwise required by the Ground Lease.

MEC shall file or cause to be filed with the Trustee annually, within 120 days after the close of each Fiscal Year, an Officer's Certificate setting forth (i) a description in reasonable detail of the insurance then in effect, including any self-insurance fund maintained, pursuant to the requirements of this Section and that MEC has complied in all respects with the requirements of this Section, and (ii) whether during such year any loss has been incurred relating to the Nixa Solar Power Project and, if so, the amount of insurance proceeds covering such loss and specifying the reasonable and necessary costs relating thereto.

Reconstruction; Application of Insurance Proceeds.

If any useful portion of the Nixa Solar Power Project shall be damaged or destroyed, MEC shall as expeditiously as possible, continuously and diligently cause to be prosecuted the repair, reconstruction or replacement thereof, unless MEC in an Officer's Certificate filed with the Trustee shall state, in the judgment of MEC, that such reconstruction or replacement is not in the interest of MEC and the Bondowners.

The proceeds of any insurance payable to MEC and not required to be paid as provided in the Ground Lease, paid on account of such damage or destruction (other than any business interruption loss insurance) shall be held by the Trustee in a special account in the Project Fund and made available for, and to the extent necessary be applied to, the costs of reconstruction. Pending such application, such proceeds shall be invested by MEC or the Trustee at the written direction of MEC in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to pay such costs of reconstruction. Interest earned on such account or investments shall be deposited into the Revenue Fund. The proceeds of any insurance not applied within 36 months after receipt thereof by MEC or the Trustee to the costs of reconstruction, or which MEC shall at any time notify the Trustee are not to be so applied, shall be deposited into the Revenue Fund.

The proceeds of business interruption loss insurance, if any, shall be paid into the Revenue Fund.

Tax Covenants.

MEC and the Trustee covenant and agree to comply with their respective obligations under the tax compliance agreement executed in connection with the issuance of the Series 2023 Bonds and the tax compliance agreement, if any, executed in connection with the issuance of an additional Series of Bonds pursuant to a Supplemental Indenture. The foregoing covenant shall remain in full force and effect notwithstanding the defeasance of the affected Series of Bonds until the final scheduled payment of all Bonds Outstanding.

Events of Default.

The term ***"Event of Default"***, wherever used in the Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal or Redemption Price of any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of MEC in the Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 60 days after there has been given to MEC by the Trustee or to MEC and the Trustee by the Owners of at least 25% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if MEC shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of MEC, or adjudging MEC a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of MEC under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for MEC or any substantial part of its property, or ordering the winding up or liquidation of its affairs; or

(e) any other event described as an Event of Default in a Supplemental Indenture.

Acceleration of Maturity; Rescission and Annulment.

If an Event of Default occurs and is continuing, the Trustee may, and if requested by the Owners of not less than 25% in principal amount of the Bonds Outstanding shall, by written notice to MEC, declare the principal of all Bonds Outstanding and the interest accrued thereon to the date of acceleration to be due and payable, subject to the rights or limitations specified in a Supplemental Indenture with respect to a Series of Bonds, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice to MEC and the Trustee, rescind and annul such declaration and its consequences if:

(i) there is deposited with the Trustee a sum sufficient to pay the following:

(A) all overdue installments of interest on all Bonds;

(B) the principal (and Redemption Price, if any) of any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds;

(C) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds; and

(D) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents, and counsel; and

(ii) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in the Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Exercise of Remedies by the Trustee.

Upon the occurrence and continuance of any Event of Default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under the Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus, or other proceeding to enforce the payment of the principal of, Redemption Price, if any, and interest on the Bonds Outstanding, including interest on overdue principal and on overdue installments of interest, and any other sums due under the Indenture, to realize on or to foreclose any of its interests or liens under the Indenture to enforce and compel the performance of the duties and obligations of MEC as set forth in the Indenture and to enforce or preserve any other rights or interests of the Trustee under the Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the Owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by the Indenture as the Trustee shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate*. The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of the Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under the Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which MEC is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under the Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of the Indenture, be for the equal and ratable benefit of the Owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under the Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case MEC, the Trustee, and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under the Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Limitation on Suits by Bondowners.

No Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to the Indenture, or for the appointment of a receiver or trustee or for any other remedy under the Indenture, unless:

(i) such Owner has previously given written notice to the Trustee of a continuing Event of Default;

(ii) the Owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under the Indenture;

(iii) such Owner or Owners have offered to the Trustee indemnity as provided in the Indenture against the costs, expenses, and liabilities to be incurred in compliance with such request;

(iv) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb, or prejudice the lien of the Indenture or the rights of any other Owners of Bonds, or to obtain or to seek to obtain priority or preference over any other Owners or to enforce any right under the Indenture, except in the manner in the Indenture provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in the Indenture, however, the Owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and Redemption Price, if any) and interest on such Bond on the respective stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in the Indenture shall affect or impair the right of any Owner to institute suit for the enforcement of any such payment.

Control of Proceedings by Bondowners.

The Owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an Event of Default,

(a) to require the Trustee to proceed to enforce the Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of the Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture, provided that:

(1) such direction shall not be in conflict with any rule of law or the Indenture;

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction.

Application of Moneys Collected.

Any moneys collected by the Trustee pursuant to the Indenture (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys), together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: To the payment of all amounts due the Trustee under the Indenture.

Second: To the payment of Operation and Maintenance Expenses then due.

Third: To the payment of the interest and principal then due on the Bonds as follows:

(i) If the principal of all the Bonds shall not have become and shall not have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Persons entitled thereto of the unpaid principal and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for which moneys for the payment thereof held pursuant to the provisions of the Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the Persons entitled thereto without any discrimination or privilege; and

Third: To the payment to the Persons entitled thereto of all installments of interest then due on the Subordinated Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Fourth: To the payment to the Persons entitled thereto of the unpaid principal and premium, if any, on the Subordinated Bonds which shall have become due (other than Subordinated Bonds called for redemption or for which moneys for the payment thereof held pursuant to the provisions of the Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Subordinated Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the Persons entitled thereto without any discrimination or privilege

(ii) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied *first* to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the Persons entitled thereto without any discrimination or privilege, and *second*, to the payment of the principal, premium, if any, and interest then due and unpaid upon the Subordinated Bonds in accordance with the Supplemental Indenture authorizing the issuance of such Subordinated Bonds; and

(iii) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of the Indenture, then, provided that no distribution has been made pursuant to the provisions of paragraph (ii) of this subsection, the moneys shall be applied in accordance with the provisions of paragraph (i) of this subsection.

Fourth: To the payment of the remainder, if any, to MEC or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, or as otherwise provided in a Supplemental Indenture.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Rights and Remedies Cumulative.

No right or remedy in the Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under the Indenture or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under the Indenture, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by the Indenture or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Waiver of Past Defaults.

Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in the Indenture, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and MEC, on behalf of the Owners of all the Bonds waive any past default under the Indenture and its consequences, except a default (i) in the payment of the principal of (or premium, if any) or interest on any Bond, or (ii) in respect of a covenant or provision of the Indenture which under the Indenture cannot be modified or amended without the consent of the Owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Effect of Discontinuance of Proceedings.

If the Trustee has proceeded to enforce any right under the Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then MEC, the Trustee, and the Owners shall be restored to their former positions and rights under the Indenture, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee under the Indenture which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof or national banking association, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority. The Trustee must have a combined capital and surplus or consolidated net worth of at least $100,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under the Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to MEC, by a guarantor with such combined capital and surplus or consolidated net worth. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in the Indenture.

Resignation and Removal of Trustee.

The Trustee may resign at any time by giving written notice thereof to MEC and each Owner of Bonds Outstanding as shown by the bond register required by the Indenture to be kept by the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

The Trustee may be removed upon 30 days written notice by an instrument or concurrent instruments in writing delivered to MEC and the Trustee signed by the Owners of a majority in principal amount of the Outstanding Bonds. MEC or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

The Trustee may be removed at any time (so long as no Event of Default has occurred and is continuing under the Indenture) by an instrument in writing signed by MEC and delivered to the Trustee. The foregoing notwithstanding, the Trustee may not be removed by MEC unless written notice of the delivery of such instrument is given to the Owners of all Bonds Outstanding under the Indenture, which notice indicates the Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective not less than 60 days from the date of such notice, unless the Owners of not less than 25% in aggregate principal amount of such Bonds Outstanding shall object in writing to such removal and replacement.

If at any time (i) the Trustee shall cease to be eligible under the Indenture and shall fail to resign after written request therefor by MEC or by any such Bondowner, or (ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, MEC may remove the Trustee, or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice of such resignation and such removal of the Trustee and such appointment of a successor Trustee to the Registered Owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its corporate trust office.

No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee under the Indenture.

Appointment of Successor Trustee.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, MEC, or the Owners of a majority in principal amount of Bonds Outstanding (if an Event of Default under the Indenture has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to MEC and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by MEC or the Bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner in the Indenture provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner in the Indenture provided, the Trustee or any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank with trust powers or trust company or national banking association in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of the Indenture.

Supplemental Indentures without Consent of Bondowners.

Without the consent of the Owners of any Bonds, MEC and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to more precisely identify the facilities financed or refinanced with proceeds of the Bonds, or to correct or amplify the description of any property at any time subject to the lien of the Indenture, or better to assure, convey, and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture, or to subject to the lien of the Indenture additional property;

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any Series of Bonds, as in the Indenture set forth, additional conditions, limitations, and restrictions thereafter to be observed;

(c) to authorize the issuance of any Series of Bonds and make such other provisions as provided in the Indenture and to specify any other terms and provisions with respect to such Bonds that are not inconsistent with the provisions of the Indenture then in effect;

(d) to modify or eliminate any of the terms of the Indenture; provided, however, that: (i) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding of any Series issued prior to the execution of such Supplemental Indenture, and (ii) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its judgment, may not afford adequate protection to the Trustee when the same becomes operative;

(e) to evidence the appointment of a separate Trustee or the succession of a new Trustee under the Indenture;

(f) to add to the covenants of MEC or to the rights, powers and remedies of the Trustee for the benefit of the Owners of all of the Bonds or to surrender any right or power in the Indenture conferred upon MEC;

(g) to cure any ambiguity, to correct or supplement any provision in the Indenture which may be inconsistent with any other provision in the Indenture, or to make any other change with respect to matters or questions arising under the Indenture, which shall not be inconsistent with the provisions of the Indenture, provided such action shall not materially adversely affect the interests of the Owners of the Bonds;

(h) to authorize Subordinated Bonds and, in connection therewith, specify and determine any matters and things relative to such Subordinated Bonds which are not contrary to or inconsistent with the Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification, or determination at any time prior to the original issuance and delivery of such Subordinated Bonds;

(i) to add additional Events of Default under the Indenture; or

(j) to modify, eliminate, or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Supplemental Indentures with Consent of Bondowners.

With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, MEC and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the Owner of each Outstanding Bond affected thereby, carry out any of the following:

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners is required for any such Supplemental Indenture, or the consent of whose Owners is required for any waiver provided for in the Indenture of compliance with certain provisions of the Indenture or certain defaults under the Indenture and their consequences;

(c) modify the obligation of MEC to make payment on or provide funds for the payment of any Bond;

(d) modify or alter the provisions of the definition of the term ***"Outstanding"***;

(e) modify any of the provisions of the Indenture under this heading ***"Supplemental Indentures with Consent of Bondowners"*** or under the heading **"*Waiver of Past Defaults"***, except to increase any percentage provided thereby or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the Owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any of the Trust Estate or terminate the lien of the Indenture on any property at any time subject hereto or deprive the Owner of any Bond of the security afforded by the lien of the Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee and MEC shall receive and, subject to the Indenture, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee and MEC stating that the execution of such Supplemental Indenture is permitted by and in compliance with the Indenture, and that the execution and delivery thereof will not adversely affect the exclusion of interest on any tax-exempt Bonds from gross income for federal income tax purposes. The Trustee may, but shall not, except to the extent required in the case of any Supplemental Indenture entered into under the Indenture, be obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Effect of Supplemental Indentures.

Upon the execution of any Supplemental Indenture under the Indenture, the Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of the Indenture for all purposes; and every Owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Payment, Discharge and Defeasance of Bonds.

All or part of the Bonds of any Series or maturity will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit, or security of the Indenture if MEC shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(i) by paying or causing to be paid the principal or Redemption Price of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;

(ii) by delivering such Bonds to the Trustee for cancellation; or

(iii) by depositing in trust with the Trustee moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal or Redemption Price of and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

Bonds may be defeased in advance of their maturity or redemption dates pursuant to subsection (iii) above only upon receipt by the Trustee and MEC of (i) a verification report prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and MEC, and (ii) an Opinion of Bond Counsel addressed and delivered to the Trustee and MEC to the effect that (A) the payment of the principal of and Redemption Price, if any, and interest on all such Bonds has been provided for in the manner set forth in the Indenture, and (B) so providing for the payment of such Bonds will not cause the interest on any tax-exempt Bonds to be included in gross income for federal income tax purposes.

The foregoing notwithstanding, the liability of MEC in respect of such Bonds shall continue, but the Owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment to the Persons entitled thereto, of the principal (and Redemption Price, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Satisfaction and Discharge of Indenture.

The Indenture and the lien, rights and interests created by the Indenture shall cease, determine and become null and void (except as to any surviving rights under the Indenture) if the following conditions are met:

(i) the principal or Redemption Price of and interest on all Bonds of all Series has been paid or is deemed to be paid and discharged by meeting the conditions of the Indenture;

(ii) all other sums payable under the Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment; and

(iii) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed and delivered to the Trustee and MEC to the effect that (A) all conditions precedent in this Section to the satisfaction and discharge of the Indenture have been complied with, and (B) so providing for the payment of the Bonds will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of the Indenture.

Thereupon, the Trustee shall execute and deliver to MEC a termination statement and such instruments of satisfaction and discharge of the Indenture as may be necessary and shall pay, assign, transfer and deliver to MEC, or other Persons entitled thereto, all moneys, securities and other property then held by it under the Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as in the Indenture provided for the payment of the principal or Redemption Price of and interest on the Bonds.

Rights Retained After Discharge.

Notwithstanding the satisfaction and discharge of the Indenture, the Trustee shall retain such rights, powers and duties under the Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided in the Indenture. Nevertheless, any moneys held by the Trustee for the payment of the principal or Redemption Price of or interest on any Bond remaining unclaimed for 1 year after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided in the Indenture, shall then be paid to MEC, and the Owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to MEC for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease.

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APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE POWER PURCHASE AGREEMENT

This Appendix contains summaries of certain provisions of the Power Purchase Agreement. These summaries are not to be considered full statements of the terms of Power Purchase Agreement and accordingly are qualified by reference thereto and subject to the full text thereof. Capitalized terms not defined in this Appendix or in the Official Statement to which it is attached have the meanings set forth in Power Purchase Agreement.

Term

The term of the Power Purchase Agreement commenced upon execution of the agreement by the parties, and will end for the Unit Power Purchaser when it has paid in full all obligations to MEC thereunder. Unless waived by MEC in its sole discretion under certain defined circumstances, the Unit Power Purchaser will be invoiced and must pay a final amount, which shall include any amounts owed with respect to the Bonds.

Entitlement to Capacity and Energy

The Unit Power Purchaser is entitled to receive all of the available capacity and energy from the Solar Project (subject to rounding to whole MW).

Transmission Service

The MEC will deliver the energy directly from the Solar Project to the Unit Power Purchaser's distribution System at the point of interconnection. The Unit Power Purchaser has the obligation to obtain and pay for distribution service.

Cost Responsibility

The Unit Power Purchaser is responsible for 100% of (a) the fixed and variable costs MEC incurs in connection with the Solar Project, including decommissioning the Project and restoration of the Site in accordance with the Ground Lease, and (b) MEC's administrative and other reasonable costs associated with its role as power supplier. The Unit Power Purchaser's obligation to pay for such costs commenced when it first executed the Power Purchase Agreement and will continue until all amounts due under the Power Purchase Agreement are paid in full. Each month, MEC will invoice and the Unit Power Purchaser will pay capacity charges (designed to cover MEC's Solar Project debt service payments and reserve requirements, as well as its other Solar Project fixed costs), energy charges (designed to cover MEC's Solar Project fuel and other variable costs), and administrative charges.

These monthly charges will be billed to the Unit Power Purchaser based on MEC's projected Solar Project costs (and, where applicable, usage) for the following month, using the most currently available Solar Project budgets and payment schedules for repayment of borrowed funds associated with the Solar Project. MEC shall prepare and issue true-up statements no less frequently than every six months. Invoices must be paid in their entirety, including any disputed amounts.

Nature of Obligation of the Unit Power Purchaser

The Unit Power Purchaser is obligated to make the payments required under the Power Purchase Agreement solely from the revenues of its electric utility system and available electric utility system reserves. The Unit Power Purchaser has covenanted that its payments under the Power Purchase Agreement constitute operating and maintenance expenses of its electric utility system.

The Unit Power Purchaser has covenanted to establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable it to make all payments required to be made by it under its Power Purchase Agreement and any other agreements with respect to its electric utility. The Unit Power Purchaser is required to make payments under the Power Purchase Agreement whether or not the Solar Project is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments are not subject to any reduction, whether by offset, counterclaim, recoupment or otherwise. In addition, the Unit Power Purchaser's payment obligations under the Power Purchase Agreement are not conditioned upon the performance by MEC or any other party of contractual or other obligations.

Operating Committee

The Power Purchase Agreement provides for the establishment of an Operating Committee composed of representatives of the Unit Power Purchaser and MEC. The Operating Committee will have input into (1) MEC's annual budget for costs for the Solar Project; (2) MEC's schedules for planned maintenance of the Solar Project and forced or scheduled maintenance outages; (3) Fixed Costs; (4) Variable Costs; (5) disposition of Environmental Attributes, and (6) other decisions of the MEC Board of Directors relating to the Solar Project.

Restrictions on Disposition; Transfer of Interests

The Unit Power Purchaser may not sell, lease or otherwise dispose of all or substantially all of its electric system, nor may it assign all or any part of its entitlements or interests under its Power Purchase Agreement, except upon the approval of MEC, such approval not to be unreasonably withheld or delayed. If the Unit Power Purchaser proposes to transfer its interest in the Power Purchase Agreement, unless otherwise precluded by provisions included in the Indenture, MEC has the right to terminate the Power Purchase Agreement effective as of the proposed transfer date and thereby re-acquire the rights to the Solar Project capacity and energy. If MEC chooses not to exercise this right, the proposed transfer may go forward only if MEC consents. The Power Purchase Agreement provides that MEC's consent may reasonably be conditioned on such matters as the transferee's creditworthiness. In any transfer, the transferee must assume all of the obligations of the Unit Power Purchaser under the Power Purchase Agreement. No transfer of the Power Purchase Agreement is permitted if it would jeopardize the tax-exempt status of MEC's Solar Project financing.

Defaults and Remedies

The bankruptcy of the Unit Power Purchaser, or the failure of the Unit Power Purchaser to perform any of its material obligations, including the obligation to make required payments under the Power Purchase Agreement, will constitute a default. In the event of a default by the Unit Power Purchaser, MEC may exercise all remedies available to it at law or in equity. If a payment default under the Unit Power Purchase Agreement has not been cured within five days of notice, MEC may suspend the delivery of Solar Project energy to the Unit Power Purchaser while the default continues. If at any time the Unit Power Purchaser fails to cure a payment default within sixty (60) days, its entitlement to both capacity and energy from Solar Project will immediately and permanently be terminated. Except as a result of a transfer of the

Unit Power Purchaser's rights to delivery of capacity and energy described below, the termination of delivery of capacity and energy to the Unit Power Purchaser by MEC will not reduce the obligation of the Unit Power Purchaser to make payments under the Power Purchase Agreement.

In the event the delivery of capacity and energy to the Unit Power Purchaser following a payment default is terminated, MEC shall use its reasonable best efforts to sell the energy associated with the Solar Project on such terms and conditions as are acceptable to MEC to any person, firm, association or corporation, public or private; provided, however, that MEC shall make no such sales in such amounts, for such periods of time and under such terms and conditions as will cause the interest on any tax-exempt bonds to lose their exclusion from gross income for federal income tax purposes. The obligation of the Unit Power Purchaser to MEC shall be reduced to the extent that MEC receives payments with respect to the rights of the Unit Power Purchaser which are transferred.

The Unit Power Purchaser may not terminate the Power Purchase Agreement in the event of any default by MEC.

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APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE GROUND LEASE

This Appendix contains summaries of certain provisions of the Ground Lease. These summaries are not to be considered full statements of the terms of Ground Lease and accordingly are qualified by reference thereto and subject to the full text thereof. Capitalized terms not defined in this Appendix or in the Official Statement to which it is attached have the meanings set forth in Ground Lease.

General.

Pursuant to the Ground Lease Agreement With Option To Purchase (the ***"Ground Lease"***) by and between EFB LLC, a Missouri limited liability company (the ***"Landlord"***), and the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (***"MEC"*** or the ***"Tenant"***) and in consideration of the rent to be paid to Landlord by Tenant and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord leases to Tenant, and Tenant leases from Landlord, all of that certain property located along Mt. Vernon Rd. / U.S. Highway 14 in the City of Nixa, Christian County, Missouri, being more particularly described in an exhibit to the Ground Lease (the ***"Land"***), and all hereditaments, rights and easements pertaining to the Land now or in the future (the Land, together with the above-described rights and property are collectively referred to as the ***"Premises"***), to be occupied and used upon the terms and conditions set forth in the Ground Lease.

Term of Ground Lease; Renewal Terms; Termination Rights.

The term of the Ground Lease (including any extensions or renewals, the ***"Term"***) shall commence on April 27, 2023 (the ***"Effective Date"***) and shall end at 11:59 P.M. local time on the last day of the 240th full calendar month following the Effective Date (the ***"Expiration Date"***), unless extended or sooner terminated as provided in the Ground Lease.

Tenant shall have the right to terminate the Ground Lease for any reason at any time upon one hundred eighty (180) months written notice to Landlord (the ***"Termination Date"***). Upon a termination of the Ground Lease by Tenant, the Ground Lease shall terminate and become null and void, and Tenant shall have no further obligations under the Ground Lease other than those obligations incurred prior to the Termination Date.

Upon termination of the Ground Lease for any reason, the improvements, machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed on the Premises by or for Tenant both prior to and subsequent to the Effective Date (collectively, ***"Tenant's Property"***) then located on the Premises shall remain the property of Tenant. Tenant shall have the right to remove from the Premises all of Tenant's Property, it being distinctly agreed and understood that all property located on the Premises on the Effective Date of the Ground Lease or placed by Tenant upon the Premises during any term of the Ground Lease, shall at all times remain Tenant's property.

Notwithstanding anything to the contrary, the Ground Lease shall terminate by a merger of interests with respect to the Premises at such time, if ever, that Tenant or its successors or assigns acquire such Premises from Landlord pursuant to the Option as defined and described under the heading ***"Grant of Option; Exercise of Option."***

Rent; Payment Schedule; Rent Escalation.

Annual rent during the Term shall be payable on a bi-annual basis. The first bi-annual payment will be due on July 15, 2023, prorated for the number of days from the Effective Date. Bi-annual payments shall continue to be due and payable on January 15th and July 15th of every year thereafter, until the Option is exercised, or the Ground Lease is Terminated. Beginning on January 15, 2024 and each January 15th thereafter, the annual rent payable under the Ground Lease shall increase over the annual rent payable for the prior year by two percent (2%). If any overdue installment of rent is not received by Landlord within fifteen (15) days after Landlord provides Tenant written notice of the delinquency, Tenant will pay a late fee to Landlord in the amount of five percent (5%) of the unpaid delinquent rent amount.

Availability of Funds.

Tenant is obligated only to make payments under the Ground Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Tenant's then current fiscal year, or otherwise from the Tenant's revenues related to operation of the solar farm for the generation of electric power located on the Premises. Should Tenant fail to budget, appropriate or otherwise make available funds sufficient to make any payments required during the then current fiscal year, the Ground Lease will be deemed terminated at the end of Tenant's then current fiscal year. If the Ground Lease is terminated in accordance with this Section, Tenant agrees to transfer possession of the Premises to Landlord, except that notwithstanding termination of the Ground Lease, Tenant shall still be permitted to remove Tenant's Property from the Premises.

Tenant intends, subject to the provisions of the previous paragraph, to continue the Ground Lease through the Term and to pay the rental payments under the Ground Lease. Tenant reasonably believes that legally available funds in an amount sufficient to pay all rental payments during the Term can be obtained. The responsible financial officer of Tenant will do all things lawfully within his power to obtain and maintain funds from which the rental payments may be made, including making provision for such rental payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Tenant and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend the Ground Lease for any renewal term is to be made in accordance with Tenant's normal procedures for such decisions, and the then current governing body of Tenant will have the final responsibility for that decision.

Utilities; Alterations; Maintenance and Repairs.

During the Term, Tenant shall pay for all public utilities used in the Premises by Tenant. Tenant may, at its expense, demolish any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that it deems reasonably necessary in the operation of its business without the consent of Landlord, including without limitation installation of fencing, security devices and/or signage; provided that such alterations, additions, improvements or changes are made in compliance with applicable laws. Landlord agrees to sign any permit applications and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. Tenant's Property shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed at Tenant's expense by it at the expiration or earlier termination of the Ground Lease. Landlord waives all rights to distraint, possession or landlord's lien against Tenant's Property. Tenant shall be responsible for the repair and maintenance of the entire Premises, including any portion of the Premises located outside of the fenced area.

Prior to the expiration or earlier termination of the Ground Lease, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition prior to the construction of the solar farm using prudent engineering practices and removing Tenant's Property (including, without limitation, all solar panels and mounting, and other improvements or alterations specifically associated with the Intended Use). The removal and restoration shall be completed in a manner that does not materially and adversely affect the use of the Premises for farming purposes.

Insurance.

Tenant will keep Tenant's Property insured against loss or damage by fire, and extended coverage perils. Beginning on the Effective Date, Tenant, at its sole cost and expense shall keep or cause to be kept for the mutual benefit of Tenant and Landlord, Commercial General Liability Insurance (2013 or current ISO Form) with a combined single limit, each Occurrence and General Aggregate-per location of at least One Million Dollars ($1,000,000.00), which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises, and which shall insure the indemnity provisions contained in the Ground Lease. Tenant's insurance policies required by the Ground Lease shall: (i) be issued by insurance companies licensed to do business in Missouri with a general policyholder's ratings of at least A- and a financial rating of at least VII in the most current Best's Insurance Reports available on the Commencement Date; (ii) name Landlord as additional insured as its interest may appear; (iii) be non-assessable primary policies, and non-contributing with any insurance that Landlord may carry; and (iv) Tenant and Landlord will be responsible for deductibles within their respective insurance policies.

Fire or Other Casualty.

In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate the Ground Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall be payable to Tenant.

Condemnation.

In the event that either the whole or a portion(s) of the Premises shall become subject to another governmental entity's exercise of its power of eminent domain, then Tenant shall have the right, in its own name, or in Landlord's name, to contest the taking by eminent domain, and may institute such proceedings as Tenant considers necessary. Landlord agrees to render to Tenant all reasonable assistance in contesting the taking, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file.

In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a ***"Total Taking"***), then the Ground Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a ***"Partial Taking"***), then the Ground Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise the Ground Lease shall remain in full force and effect. However, in Tenant's sole discretion, if the Partial Taking renders Tenant's Intended Use no longer economically viable, then the taking shall be deemed a Total Taking. In the case of a Partial Taking, the rent payable under the Ground Lease after possession of the portion so taken shall be equitably reduced based on the acreage so taken and Tenant's loss of use of the remainder of the Premises. In the event of any Partial Taking, the condemnation award given to either Landlord or Tenant shall be paid first to Tenant to restore the improvements on the Premises to a complete operational unit.

In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by the Ground Lease, the taking of any improvements currently located on the Premises or constructed or placed by Tenant on the Premises, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding the foregoing, however, in the event Tenant exercises its right to terminate the Ground Lease under this Section, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the appraised value of Tenant's Property. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings, and Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Total Taking or a Partial Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Default.

In the event of the failure of either party to comply with any term, covenant or condition of the Ground Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default under the Ground Lease if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default under the Ground Lease and the other party may, at its option, pursue any and all remedies available to such party at law or in equity. In the event of a default under the Ground Lease, the non-defaulting party will take commercially reasonable measures to mitigate its damages. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in the Ground Lease does not preclude pursuit of other remedies in the Ground Lease or provided by law.

Binding Effect; Assignment and Subletting.

The Ground Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns. Tenant may assign the Ground Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent. Tenant shall notify Landlord within a reasonable time after such an assignment or subletting.

Quiet Enjoyment.

Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of the Ground Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire term hereof, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

Liens.

The parties mutually agree to keep the Premises free and clear of all mechanics and materialmen's liens and other liens on account of work done for or by either party or persons claiming under either party. Should any such lien be filed against the Premises, the party who caused such lien to be placed against the Premises shall, within thirty (30) days of notice from the other party of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien.

Easements.

Tenant is authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain, maintain, or assign any reasonable re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

Access.

Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted under the Ground Lease.

Grant of Option; Exercise of Option.

In consideration of the Parties' mutual promises and for other good and valuable consideration, Landlord does grant to Tenant the exclusive right and irrevocable option to purchase (***"Option"***) from Landlord the Land at the earliest of the following occurrences: (i) Landlord decides to sell, (ii) the death of both Jay Wasson and Retha Wasson, or (iii) the expiration of the Term of the Ground Lease subject to the terms and conditions set forth in the Ground Lease:

(a) All of Landlord's rights, title, interest, privileges and easements to the fee simple estate referred to in the Ground Lease as the Land;

(b) All, of Landlord's tangible personal property permanently affixed to or located on the Land, if any;

(c) All of Landlord's rights, titles, and interests in and to any and all leases, licenses, permits, or other agreements relating to the Land.

In the event Landlord decides to sell Land, Landlord shall give written notice of intent to sell to Tenant. Tenant shall provide a written response within ten (10) business days of its intent to accept or decline the Option.

Landlord Acknowledgement.

Landlord acknowledges and agrees that Tenant is the exclusive owner of the electricity generated by the solar farm located on the Premises and any Environmental Attributes thereof. For purposes of the Ground Lease, ***"Environmental Attributes"*** means and includes without limitation all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the environmental or renewable characteristics or attributes of the solar farm located on the Premises or the avoidance of the emission of any greenhouse gas, chemical, or pollutant to the air, soil, or water, which are deemed of value by any federal, state or local governmental authority or independent certification association, including without limitation any renewable energy credits, or similar rights arising under any federal or state carbon legislation or regulation or any voluntary or government-mandated carbon trading program, in each case existing now or hereafter created or recognized.

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APPENDIX F

PROPOSED FORM OF
CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING dated as of November 1, 2023 (this "*Continuing Disclosure Undertaking*"), is executed and delivered by the MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION d/b/a MISSOURI ELECTRIC COMMISSION (the "*Issuer*").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of $17,455,000 Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023 (the "*Bonds*"), pursuant to that certain Trust Indenture dated as of November 1, 2023 (the "*Indenture*").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "*Rule*"). The Issuer and the Unit Power Purchaser are each an "*obligated person*" within the meaning of the Rule (and are the only "obligated persons" within the meaning of the Rule for whom annual financial information and operating data is presented in the Final Official Statement).

In consideration of the mutual covenants and agreements herein, the Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided to the Issuer pursuant to, and as described in, Section 2 of this Continuing Disclosure Undertaking.

"*Audited Financial Statements*" means the Audited MEC Financial Statements and the Audited Unit Power Purchaser Financial Statements, collectively.

"*Audited MEC Financial Statements*" means the audited financial statements of MEC for its most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or such other accounting standards or principles as may be applicable to MEC).

"*Audited Unit Power Purchaser Financial Statements*" means the audited financial statements of the Unit Power Purchaser for its most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or such other accounting standards or principles as may be applicable to the Unit Power Purchaser).

"*Beneficial Owner*" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Bonds*" means of $17,455,000 Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023, issued pursuant to that certain Trust Indenture dated as of November 1, 2023.

"*EMMA*" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"*Final Official Statement*" means the Official Statement of MEC, dated October 25, 2023, relating to the Bonds, as the same may be amended or supplemented.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged, as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" means any of the events listed in Section 3 of this Continuing Disclosure Undertaking.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"*Participating Underwriter*" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Unaudited Unit Power Purchaser Financial Statements*," "*Unaudited MEC Financial Statements*" and "*Unaudited Financial Statements*" mean the same as Audited Unit Power Purchaser Financial Statements, Audited MEC Financial Statements and Audited Financial Statements, except that they shall not have been audited.

"*Unit Power Purchaser*" means the City of Nixa, Missouri.

Section 2. Provision of Annual Reports.

(a) The Issuer shall not later than five (5) months after the end of its fiscal year (presently, by each May 31), commencing with the report for MEC's fiscal year ending December 31, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the "*Annual Report*"):

(1) The Audited Financial Statements. If Audited Financial Statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain Unaudited Financial Statements, and the Audited Financial Statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data contained in the Final Official Statement, as described in Exhibit A, in substantially the same format contained in the Final Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "*obligated person*" (as defined by the Rule), which have been provided to the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section; *provided that*, the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 3.

(b) In addition to the foregoing requirements of this Section, the Issuer agrees to provide copies of the most recent Annual Report to any requesting Beneficial Owner or prospective Beneficial Owner, but only after the same has been provided to the MSRB.

(c) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Listed Events. Not later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("*Listed Events*"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership, or similar event of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;

(15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in Section 2(a), the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this Section 3.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 2 or 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Beneficial Owners, or (ii) does not, in the opinion of the Trustee or nationally recognized bond counsel, materially impair the interests of the Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Listed Event under Section 3, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owners of at least 25% aggregate principal amount of Outstanding Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Indenture or the Bonds shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

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

By: ______________________________________
Title: President and Chief Executive Officer

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The following sections and tables contained in the Final Official Statement:

(a) With respect to MEC, updated versions of the following with respect to Solar Project (as defined in the Final Official Statement):

1. information with respect to the annual operations of the Solar Project, including megawatt-hours ("*MWh*") of electricity generated, capacity factor and operating availability factor;

2. except to the extent that such information is included in the Audited MEC Financial Statements or Unaudited MEC Financial Statements, as applicable, included in such Annual Report, information with respect to the annual results of operations of the Solar Project, including MWh of electricity sold to the Unit Power Purchaser, revenues received from the Unit Power Purchaser, the net revenues derived from the Solar Project and the average annual busbar cost (in $/MWh) of Solar Project energy; and

3. the cost of any capital improvements to the Solar Project constructed or acquired during that year and the sources of funding therefor.

(b) With respect to the Unit Power Purchaser, updated versions of the following tables under the caption "THE UNIT POWER PURCHASER" in the Final Official Statement:

1. Electrical Demand and Capacity
2. Electric Customers
3. Largest Electric Customers
4. Electric Rates
5. Historical Results

* * *

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APPENDIX G

PROPOSED FORM OF OPINION OF BOND COUNSEL

Missouri Joint Municipal Electric Utility Commission
d/b/a Missouri Electric Commission
Columbia, Missouri

The Bank of New York Mellon Trust Company, N.A., as Trustee
Woodland Park, New Jersey

Stephens Inc.
Little Rock, Arkansas

Re: $17,455,000 Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission, Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (*"MEC"*) of the above-captioned series of bonds (the *"Series 2023 Bonds"*), pursuant to Section 27 of Article VI of the Missouri Constitution, as amended, and the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770, Revised Statutes of Missouri, as amended (the *"Act"*), and a Trust Indenture dated as of November1, 2023, as amended and supplemented from time to time including (collectively, the *"Indenture"*), between MEC and The Bank of New York Mellon Trust Company, N.A., as trustee (the *"Trustee"*). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact, material to our opinion, we have relied upon representations of MEC contained in the Indenture and the other financing documents and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Series 2023 Bonds have been duly authorized, executed, and delivered by MEC and are valid and legally binding special obligations of MEC, payable solely out of the Net Revenues and other funds held by the Trustee and pledged under the Indenture. The Series 2023 Bonds and interest thereon are not an indebtedness of the State of Missouri, MEC, or of MEC Members but shall be special obligations of MEC only and neither the faith and credit nor the taxing power of the State of Missouri or of any political subdivision thereof, or of MEC Members is pledged to the payment of or the interest on the Bonds. The Series 2023 Bonds shall not be deemed to be an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness. The issuance of the Series 2023 Bonds will not, directly, indirectly, or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. MEC has no power to tax.

2. The Indenture has been duly authorized, executed, and delivered by MEC and is a valid and legally binding agreement of MEC, enforceable against MEC. The Series 2023 Bonds are secured by

a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee under the Indenture for the benefit and security of the Owners of the Series 2023 Bonds, on a parity with any other Series of Bonds to be issued under the Indenture.

3. The interest on the Series 2023 Bonds (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that MEC complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. MEC has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2023 Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Series 2023 Bonds. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

We express no opinion regarding the tax consequences arising with respect to the Series 2023 Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Series 2023 Bonds and the enforceability of the Series 2023 Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION d/b/a MISSOURI ELECTRIC COMMISSION • Power Project Revenue Bonds (City of Nixa, Missouri Solar Power Project), Series 2023

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