

## **AMENDMENT TO POWER SALES CONTRACT**

THIS AMENDMENT (hereinafter “2025 Amendment”) to the 1983 Power Sales Contract as previously amended, by and between the City of Columbia, Missouri (hereinafter “Purchaser”), and the City of Sikeston, Missouri (hereinafter “Seller”), is entered into on the date of the last signatory noted below (the “Effective Date”). Purchaser and Seller are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, on October 4, 1983, Purchaser and Seller entered into a Power Sales Contract for specified generation and delivery of energy from Seller’s electric generating station to Purchaser, and have since amended the Power Sales Contract multiple times over the years (hereinafter “1983 Agreement”); and

WHEREAS, the Parties desire to again amend the 1983 Agreement regarding the Point of Delivery defined within the Agreement, and as otherwise set forth in the Amendment.

### **AMENDMENTS**

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree to further amend the 1983 Agreement, consistent with Section 27(d) of the Agreement, as follows:

1. Section 1. Definitions, subsection (n) “Point of Delivery” is hereby amended by removing the existing definition which stated:

(n) “Point of Delivery” shall mean the point of interconnection between the facilities of, or available to, the Purchaser and the terminal facilities of the Project within the corporate limits of the Seller.

and inserting the new definition which states:

(n) “Point of Delivery” shall mean the border of the Seller Balancing Authority with Midcontinent Independent System Operator, Inc. (hereinafter “MISO”).

2. The terms and conditions of the 1983 Agreement are modified by this 2025 Amendment as specifically set forth herein. All other terms of the 1983 Agreement and prior amendments shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this 2025 Amendment by their duly authorized representatives as of the date of the last signatory to this 2025 Amendment.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager *ESK*

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that no City funds shall be expended pursuant to this 2025 Amendment.

By: \_\_\_\_\_  
Matthew Lue, Director of Finance

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**SIKESTON BOARD OF MUNICIPAL UTILITIES**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_