

**ADAIR COUNTY COMMISSION MINUTES  
MONDAY, NOVEMBER 16, 2020  
6TH DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on November 16, 2020 in the Courthouse at Kirksville. All Commissioners were present.

The Adair County Commission reviewed the Estoppel Certificate – Road Maintenance and Use Agreement with Union electric Company d/b/a Ameren Missouri. After discussion, Commissioner King moved to accept the Estoppel Certificate / Road Maintenance and Use Agreement. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. With the signing of the document, Adair County acknowledges that delivery of this certificate is a condition to the consummation of the closing of Union Electric Company’s purchase of one hundred percent (100%) of the membership interests in TG High Prairie, LLC.

The Adair County Commission met with Howe Company, LLC for a final bridge inspection at Adair County Bridge No. 32800162 BRO-B001(51) on Archer Lane. Attending the inspection along with the Commission were Shannon Howe, Howe Company, LLC; Robert Manzke, MoDOT Northeast District; Mike Schrage, BRS Construction; and James Hamlin, Adair County Road & Bridge Supervisor. The Commission accepted the contractors work plus the maintenance responsibility of the bridge.

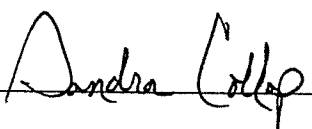
The Adair County Commission adjourned at 4:00 p.m. on November 16, 2020.

**Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, November 16, 2020:**

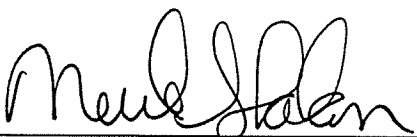
None

Continued on page 146.

ATTEST:

  
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County Clerk

  
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Presiding Commissioner, Mark Shahan

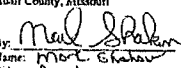
# ADAIR COUNTY COMMISSION MINUTES MONDAY, NOVEMBER 16, 2020

Continued from page 145.

IN REF. ORDER NO 8 Estoppel Certificate (Road Maintenance and Use Agreement) with TG High Prairie, LLC

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| <p style="text-align: center;"><b>ESTOPPEL CERTIFICATE</b><br/>Road Maintenance and Use Agreement</p> <p style="text-align: right;">November 16, 2020</p> <p>To: Union Electric Company (d/b/a Ameren Missouri) ("Purchaser")</p> <p>Adair County, Missouri ("Counterparty"), has entered into that certain Road Maintenance and Use Agreement, dated as of April 23, 2018, (the "Contract") between Counterparty and TG High Prairie, LLC, a Delaware limited liability company ("Company"). Counterparty acknowledges that delivery of this certificate is a condition to the consummation of the closing of Purchaser's purchase of one hundred percent (100%) of the membership interests in the Company (the "Transaction"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Contract.</p> <p>Counterparty hereby represents, warrants and certifies to Purchaser:</p> <ol style="list-style-type: none"> <li>1. As of the date hereof, the Contract is in full force and effect and has not been amended, supplemented or modified since the date of execution of the Contract, except as provided for herein, and such Contract has not been assigned or pledged by Counterparty;</li> <li>2. As of the date hereof, Counterparty hereby confirms that all of the covenants, representations and warranties made by it in the Contract are true and correct (except to the extent such covenants, representations and warranties expressly relate to a prior date, or have otherwise been fulfilled); and</li> <li>3. As of the date hereof, (i) Counterparty is not in default under the Contract and, to the knowledge of the Counterparty, no defaults exist under the Contract, (ii) to the knowledge of the Counterparty, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or that, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default under the Contract, (iii) to the knowledge of the Counterparty, there exist no legal proceedings under the Contract or otherwise between the Counterparty and the Company and there exist no proceedings pending or threatened against or affecting the Counterparty in any court or by or before any governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of the Counterparty to perform its obligations under the Contract, (iv) the Counterparty is not aware of any event, act, circumstance or condition constituting an event of force majeure under the Contract and no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Counterparty or the Company to terminate or suspend its obligations under the Contract, (v) the Company does not owe any indemnity payments to the Counterparty and the Counterparty has no existing counterclaims, offsets or defenses against the Company under the Contract, (vi) the Counterparty has not made any indemnity or warranty payments to the Company under the Contract, (vii) all payments, costs and expenses that are due, owing and required to be made or paid under the Contract, as of the date hereof, have been made or paid by</li> </ol> <p style="text-align: left;">1367911 J <span style="float: right;">1</span></p> | <p>or on behalf of the Company, (viii) Counterparty has no notice of any assignment relative to the right, title and interest of the Company in, to and under the Contract, and (viii) Counterparty has not commenced, or received notice of, any dispute or legal proceeding between the Company and Counterparty.</p> <p>4. Counterparty acknowledges that it has been notified that, effective upon the closing of the Transaction, the Company will be merged with and into Purchaser, which shall be the surviving entity, and that the address for notices to be sent to Purchaser is as set forth below:</p> <p style="text-align: center;">Union Electric Company d/b/a Ameren Missouri<br/>Attn: Director, Real Estate Department<br/>P.O. Box 66149, MC 700<br/>St. Louis, MO 63166-6149</p> <p>Upon such merger by Company into Purchaser, Purchaser will assume by operation of law all rights and obligations under the Contract with Counterparty, which Contract shall remain in full force and effect.</p> <p style="text-align: right;">[Signature page follows]</p> <p style="text-align: right;">2</p> |
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Adair County, Missouri

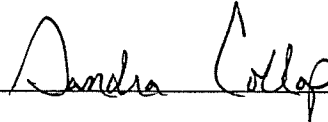
By: 

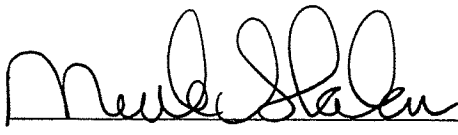
Name: Mark Shahan

Title: Presiding Commissioner

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[Signature Page to Estoppel Certificate]

ATTEST:   
County Clerk

  
Presiding Commissioner, Mark Shahan