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Witness: Sean Black
Sponsoring Party: Ameren Transmission
Company of Illinois
Type of Exhibit: Direct Testimony
Case No.: EA-2018-0327
Date Testimony Prepared: August 23, 2018

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EA-2018-0327

DIRECT TESTIMONY

OF

SEAN BLACK

ON

BEHALF OF

AMEREN TRANSMISSION COMPANY OF ILLINOIS

**St. Louis, Missouri
August 23, 2018**

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DIRECT TESTIMONY

OF

SEAN BLACK

CASE NO. EA-2018-0327

1 **I. INTRODUCTION**

2 **Q. Please state your name, business address, and present position.**

3 A. My name is Sean Black. My business address is 1901 Chouteau Avenue, St.
4 Louis, Missouri 63103. I am the Director of Transmission Business Development for Ameren
5 Services Company ("Ameren Services"), which is a subsidiary of Ameren Corporation
6 ("Ameren"). I am testifying in this proceeding on behalf of Ameren Transmission Company of
7 Illinois ("ATXI").

8 **Q. Please summarize your professional experience and educational**
9 **background.**

10 A. I have over 30 years of experience in the engineering, energy and electric utility
11 industry, working primarily in the areas of engineering, marketing and business development.
12 During my career, I have participated in numerous transactions to acquire assets through the
13 development of both asset and stock purchase agreements. I worked for over 20 years with
14 ABB and ALSTOM, developing proposals and agreements to support development of capital
15 projects for electric utility clients. During this period, I initially held positions in applications
16 engineering and project cost engineering and was eventually promoted to leadership positions
17 in Marketing and Business Development. From 2006 through 2009, I was the Global Director
18 of CO₂ Programs with ALSTOM, a position in which I led a group that was responsible for the
19 development of new technology to capture CO₂ emissions from fossil-fired boilers. I was also
20 responsible for leading the successful development and commissioning in 2009 of a \$200

1 million demonstration project at the Mountaineer Power Plant, owned and operated by
2 American Electric Power. Since 2014, I have held the position of Director of Transmission
3 Business Development at Ameren Services.

4 I received a bachelor's degree in Mechanical Engineering from the University of
5 Delaware in 1988 and an MBA from the London Business School in 1998.

6 **Q. What are your duties and responsibilities in your present position?**

7 A. In my current role, I am responsible for exploring transmission development
8 opportunities for Ameren entities, including ATXI. In this role, I became familiar with the
9 opportunity that is the focus of this proceeding.

10 **Q. Have you previously provided testimony before the Missouri Public**
11 **Service Commission?**

12 A. No, I have not.

13 **Q. What is the purpose of your testimony?**

14 A. The purpose of my direct testimony is to provide an overview of the project for
15 which ATXI is seeking a Certificate of Convenience and Necessity ("CCN") in this case. This
16 project includes the acquisition of certain existing facilities from the City of Rolla acting by
17 and through its Board of Public Works (commonly referred to as Rolla Municipal Utilities or
18 "RMU") and the construction of a new substation, the Dillon Substation, designed to network
19 the acquired facilities with assets in the area owned by Union Electric Company d/b/a Ameren
20 Missouri ("Ameren Missouri") and Sho-Me Power Electric Cooperative ("Sho-Me"). The
21 project also includes certain work within RMU's existing Alfermann Substation. For purposes
22 of my testimony, I will refer to the facilities we are proposing to acquire from RMU as the
23 "RMU Assets" and the proposed project as a whole, including the acquisition and additional

1 construction work, as the "Project." Both the RMU Assets and the Project are described in
2 greater detail later in my testimony.

3 **Are you sponsoring any schedules with your testimony?**

4 A. Yes, I am sponsoring the following schedules:

- 5 • **Schedule SB-01 (Confidential)** – Asset Purchase Agreement
- 6 • **Schedule SB-02 (Confidential)** – Joint Use Agreement
- 7 • **Schedule SB-03 (Confidential)** – Wholesale Connection Agreement
- 8 • **Schedule SB-04 (Confidential)** – Fiber License Agreement
- 9 • **Schedule SB-05** – Easement Assignment Agreement
- 10 • **Schedule SB-06** – Alfermann Easement Agreement

11 **II. BACKGROUND AND OVERVIEW REGARDING THE RMU ASSETS**
12 **AND THE PROJECT**

13 **Q. Please provide a brief history of the assets ATXI proposes to acquire from**
14 **RMU.**

15 A. In 2009, RMU commissioned a new substation and two 138 kV radial taps to
16 serve its municipal load. Both taps connect the Alfermann Substation to an adjacent Ameren
17 Missouri double-circuit 138 kV line. One tap is approximately 2.83 miles ("the West Line").
18 The other is approximately 4.75 miles ("the East Line"). The taps are currently classified as
19 distribution facilities and do not meet the North American Electric Reliability Corporation
20 ("NERC") Bulk Electric System ("BES") definition¹.

¹ Following acquisition of the RMU Assets, and as a part of the proposed network transmission Project, ATXI intends to reclassify the West Line and the East Line as transmission facilities.

1 **Q. When did ATXI become aware that RMU was interested in selling the**
2 **assets?**

3 A. In 2016, ATXI became aware that RMU was interested in selling the two radial
4 taps and the associated portion of its Alfermann Substation. We were also aware,
5 independently, of some regional reliability issues that Sho-Me had disclosed publicly.

6 **Q. How, specifically, did ATXI learn about RMU's desire to sell the assets?**

7 A. ATXI was notified by a third-party transmission developer that was having
8 some preliminary discussions with RMU about the acquisition and a related project.

9 **Q. Did ATXI have concerns about the scope of the third-party developer's**
10 **proposed solution?**

11 A. Yes. In summary, ATXI was concerned about the capital cost of the third-
12 party's proposed solution as well as its ongoing O&M and overhead costs (the majority of
13 which would have been allocated to the Ameren Missouri Pricing Zone). ATXI witness Ross
14 Hohlt discusses his understanding of the third-party developer's proposal in his direct
15 testimony.

16 **Q. Did ATXI work to design its own integrated solution?**

17 A. Yes. ATXI spent several months exploring different designs and configurations
18 intended to meet the goals of RMU and other local entities in a cost-effective manner. The
19 potential options we explored are discussed in further detail in the direct testimony of Mr.
20 Hohlt. ATXI ultimately arrived at a solution that includes ATXI acquiring the RMU West
21 Line, the RMU East Line, and the Alfermann Substation 138 kV bus and constructing a new
22 greenfield substation - the Dillon Substation – that includes an initial five-position ring bus to
23 interconnect the RMU, Ameren Missouri, and Sho-Me assets. The assets to be acquired from

1 RMU are what I previously identified as the RMU Assets and the proposed solution is what I
2 previously identified as the Project.

3 **Q. Did ATXI design this solution to provide value to RMU, Sho-Me, and**
4 **Ameren Missouri?**

5 A. Yes. ATXI's proposed solution allows RMU to divest its 138 kV assets at a fair
6 price while creating a networked transmission solution that is more robust than the manner in
7 which the city is currently being served. Construction of the ring bus at the Dillon Substation,
8 with a position to which Sho-Me will connect, also helps to address Sho-Me's regional
9 reliability and voltage issues. The Project also creates value for Ameren Missouri and its
10 customers by creating a break in lengthy segments on Ameren Missouri's transmission system,
11 allowing Ameren Missouri to segment their adjacent line when faced with operational and
12 maintenance issues. Mr. Hohlt discusses these benefits in further detail in his direct testimony.

13 **Q. How much has ATXI agreed to pay RMU for the RMU Assets?**

14 A. \$14.25 million.

15 **Q. How did ATXI determine an appropriate value for the RMU Assets?**

16 A. The negotiated amount is based on ATXI's estimate of the depreciated book
17 value of the assets.

18 **Q. Is it your understanding that this amount is less than other offers RMU**
19 **received through the RFP process described below?**

20 A. Yes. While I do not know the specific amounts of competing offers, it is my
21 understanding that ATXI's offer was not the highest that RMU received.²

² A higher offer, if accepted and approved, would have likely been allocated to the regional pricing zone in the same manner as described herein.

1 **Q. Why then, in your opinion, did RMU accept ATXI's offer?**

2 A. I believe that RMU felt more comfortable with ATXI's ability to obtain project
3 approval and to deliver the proposed solution on time and on budget. The fact that the asset
4 acquisition was approved by the Rolla City Council is a testament to their comfort in and
5 support for ATXI's proposed solution.

6 **Q. Will the Federal Energy Regulatory Commission ("FERC") ultimately**
7 **review and approve the asset acquisition costs?**

8 A. Yes. Under Section 203 of the Federal Power Act, FERC will review the
9 transaction and, as part of that review, will evaluate the proposed acquisition to ensure that it
10 does not have an adverse effect on rates. Separately, as part of FERC's responsibilities to ensure
11 that rates are just and reasonable, FERC and other stakeholders will have the opportunity to
12 review the asset acquisition costs included in the FERC-filed formula rates.

13 **Q. How does the proposed acquisition cost compare to the total Project cost?**

14 A. The total cost of the Project is approximately \$27.6 million. That cost includes
15 the cost of the RMU Assets (\$14.25 million), construction of the new substation, and all
16 associated integration work (i.e., work to be performed by ATXI to connect the new substation
17 to the existing lines). The Project cost does not include the line work that will be undertaken
18 by Sho-Me to extend its facilities to the new substation site. That work, and the associated cost,
19 will be the responsibility of Sho-Me or other entities within its cooperative structure.

20 **Q. What is the target in-service date for the Project?**

21 A. We intend to place the Project into service in December of 2020.

22 **Q. Will FERC have the opportunity to review and approve the cost of the**
23 **Project?**

1 A. Yes. As part of the formula rate update process, FERC and other stakeholders
2 will have the opportunity to review the applicable Project costs.

3 **Q. How will the cost of the Project be allocated to ratepayers?**

4 A. The cost of the Project will be allocated to load-serving entities ("LSEs") in the
5 Ameren Missouri Pricing Zone based upon each entity's respective load share.

6 **Q. Given this allocation methodology, what effect do you anticipate the**
7 **Project's cost would have on Ameren Missouri's annual revenue requirement?**

8 A. When it is placed in service, the Project will add approximately \$3 million to
9 Ameren Missouri's annual revenue requirement. This amount will decrease annually as the
10 assets depreciate.

11 **Q. How about incremental O&M costs?**

12 A. We estimate that the Project will cause Ameren Missouri to incur additional
13 allocated O&M costs of approximately \$30,000.

14 **Q. Is the Project physically located in Ameren Missouri's service territory?**

15 A. No, it is not.

16 **Q. Why is ATXI, as opposed to Ameren Missouri, proposing to undertake this**
17 **Project?**

18 A. The reasons ATXI is undertaking this project instead of Ameren Missouri is
19 discussed in the direct testimony of ATXI witness Shawn E. Schukar.

20 **III. HISTORY OF THE NEGOTIATIONS AND OVERVIEW OF THE**
21 **RELEVANT DEAL DOCUMENTS**

22 **Q. Please provide an overview of the formal deal negotiations between ATXI**
23 **and RMU.**

1 A. RMU issued an RFP on October 24, 2017, soliciting bids to acquire the assets
2 it intended to divest and to present solutions to address its desire to obtain a robust networked
3 transmission arrangement. ATXI responded on November 27, 2017, presenting its proposal
4 and confirming that it was interested in acquiring the RMU Assets and pursuing the Project.
5 In early December 2017, ATXI was informed that RMU had several follow-up and clarifying
6 questions, to which ATXI responded. ATXI also addressed these questions and discussed its
7 proposal in general during an in-person meeting with RMU officials on December 15, 2017.
8 In January 2018, ATXI returned to Rolla and delivered a formal presentation to the RMU
9 Board of Directors. Shortly thereafter, ATXI was informed that RMU had selected ATXI as
10 the winning bidder. As a result, the parties spent the next few months negotiating and preparing
11 the formal contract documents, which are discussed in further detail below.

12 **Q. Have the agreements been approved by the appropriate individuals at**
13 **ATXI and with the City of Rolla?**

14 A. Yes. ATXI has received all internal approvals necessary to execute the Asset
15 Purchase Agreement ("APA") and all associated Ancillary Agreements (as defined in the
16 APA). The City of Rolla has received the authorization from both the RMU Board of Directors
17 and the Rolla City Council to execute these same agreements.

18 **Q. Please provide an overview of the APA between ATXI and RMU.**

19 A. As the title would suggest, the APA is essentially a contract that provides the
20 terms and conditions surrounding the acquisition of the RMU Assets and construction of the
21 Project (to the extent the Project affects RMU). A copy of the APA is attached to my testimony
22 as **Schedule SB-01 (Confidential)**. The APA is intended to be rather exhaustive and took
23 several months to negotiate.

1 **Q. The APA references and describes what it identifies as "Ancillary**
2 **Agreements." Briefly describe those agreements.**

3 A. The APA references the simultaneous execution of certain other documents.
4 These would include a Joint Use Agreement (**Schedule SB-02 (Confidential)**), a Wholesale
5 Connection Agreement (**Schedule SB-03 (Confidential)**), a Fiber Licensing Agreement
6 (**Schedule SB-04 (Confidential)**), and an Easement Assignment Agreement (**Schedule SB-**
7 **05**). Copies of these agreements are attached as schedules to my testimony.

8 **Q. What, in general, is the purpose of each of the Ancillary Agreements you**
9 **just identified?**

10 A. In general, the Joint Use Agreement discusses ATXI's operational and
11 maintenance requirements and includes certain pole sharing terms intended to address RMU's
12 continuing operation of its electric distribution underbuild. The Wholesale Connection
13 Agreement defines the new delivery points between ATXI and RMU within the Alfermann
14 Substation, and stipulates that RMU will not be subject to payments for Wholesale Distribution
15 Service, as is the case today. The Fiber Licensing Agreement provides the terms and conditions
16 around RMU's continued use of certain fiber optic cables that have been installed on the East
17 and West Lines and ATXI will acquire in the transaction. The Easement Assignment
18 Agreement conveys to ATXI certain real estate rights that ATXI will need to own and operate
19 the facilities that will be acquired in the deal.

20 **Q. Will the APA also be filed with FERC?**

21 A. Yes. The APA will also be filed with, and reviewed by, FERC.

22 **Q. Is the receipt of all required regulatory approvals a condition precedent to**
23 **the closing of the deal?**

1 A. Yes. Pursuant to the APA, receipt of all required regulatory approvals is
2 required prior to close.

3 **Q. Did ATXI negotiate any agreements with RMU in addition to the APA and**
4 **Ancillary Agreements?**

5 A. Yes. In addition to those documents, ATXI and RMU negotiated an Alfermann
6 Easement Agreement that grants ATXI the ongoing right to operate, access, maintain and
7 enclose the substation-related facilities that ATXI will acquire from RMU. A copy of the
8 Alfermann Easement Agreement is attached to my testimony as **Schedule SB-06**.

9 **Q. With respect to timing, please provide a summary of the going-forward**
10 **timeline as it relates to the Project.**

11 A. ATXI hopes to secure all federal and state regulatory approvals by February
12 2019. This will be immediately followed by initial clearing of the parcel where the Dillon
13 Substation will be constructed. Detailed engineering design will continue through this period
14 as well. ATXI anticipates obtaining all environmental, construction and other permits by
15 August 2019 to support start of the civil construction of the Dillon Substation. Proposed
16 modifications inside the Alfermann Substation will commence shortly thereafter. Electrical
17 construction will commence in January 2020, and temporary outages necessary to make
18 required interconnections will be scheduled in the Fall of 2020 to avoid periods of peak load.
19 Commissioning and relay testing will be completed in November 2020. The Project will be
20 commissioned in December 2020 and will immediately be placed under MISO control. In
21 accordance with the APA, closing of the acquisition will occur no later than the tenth day
22 following satisfaction of all conditions precedent to closing, which includes the receipt of all
23 required regulatory approvals. This is anticipated to occur in December 2020.

1 **Q. Will ATXI comply with all applicable rules and requirements regarding**
2 **the construction of the Project and the ownership of the RMU Assets?**

3 A. Yes. ATXI will follow all local, state and federal rules and requirements
4 regarding the construction of the Project, including the new substation, as well as any ongoing
5 obligations regarding ownership of the RMU Assets.

6 **IV. SUMMARY**

7 **Q. Please summarize your direct testimony.**

8 A. In summary, ATXI is proposing a Project that is designed to provide value to
9 all entities involved. It provides reliability benefits to Ameren Missouri, as well as Sho-Me. It
10 accomplishes RMU's objectives of divesting the RMU Assets (and the associated future
11 compliance obligations), increasing reliability of service, and being made whole for the value
12 of the facilities involved. I believe that the Project costs to be allocated to customers in the
13 Ameren Missouri Pricing Zone are reasonable in light of the benefits those customers would
14 receive from the Project. Those costs are also lower than the costs that may have been allocated
15 under competing proposals. Despite higher bids for the assets at issue, RMU is confident, as is
16 ATXI, in ATXI's ability to deliver the Project on time and on budget.

17 **Q. Does this conclude your direct testimony?**

18 A. Yes.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Ameren)
Transmission Company of Illinois for Authority)
To Acquire Electric Transmission Facilities from)
Rolla Municipal Utilities and for a Certificate of)
Public Convenience and Necessity to Own,)
Operate, Maintain, and Otherwise Control)
And Manage those Facilities.)

File No. EA-2018-0327

AFFIDAVIT OF SEAN BLACK

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

Sean Black, being first duly sworn on his oath, states:

1. My name is Sean Black. I work in the City of St. Louis, Missouri, and I am employed by Ameren Services Company as Director of Transmission Business Development of Ameren Transmission Company of Illinois.


2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Ameren Transmission Company of Illinois consisting of 11 pages, and accompanying Schedule(s), if any, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.



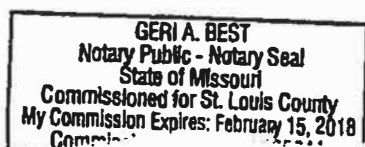
Sean Black

Subscribed and sworn to before me this 16th day of August, 2018.



Notary Public

My commission expires:



**SCHEDULE SB-01 IS
CONFIDENTIAL IN
ITS ENTIRETY**

Facility Use License Agreement

by and between

**The City of Rolla, Missouri, acting by and through its
Board of Public Works**

and

Ameren Transmission Company of Illinois

[August] __, 2018

FACILITY USE LICENSE AGREEMENT

THIS FACILITY USE LICENSE AGREEMENT ("***FACILITY USE AGREEMENT***") is made and entered into as of this ___ day of [August], 2018 ("***Execution Date***"), by and between AMEREN TRANSMISSION COMPANY OF ILLINOIS, an Illinois corporation, hereinafter referred to as "***Licensor***", and THE CITY OF ROLLA, MISSOURI, ACTING BY AND THROUGH ITS BOARD OF PUBLIC WORKS (sometimes referred to as Rolla Municipal Utilities or RMU) , a Third Class municipal entity organized and existing under the laws of the State of Missouri, hereinafter referred to as "***Licensee***", and collectively referred to herein with the Licensor as the "***Parties***".

WHEREAS, pursuant to the Asset Purchase Agreement between the Parties executed on the Execution Date (the "***APA***") Licensor intends to acquire from Licensee two (2) 138kV sub-transmission lines, one consisting of 2.83 miles in length (the "***West 138kV Line***") and the other 4.64 miles in length (the "***East 138kV Line***"), with both emanating from the electrical facility owned by Licensee and located at Farrar Drive in Phelps County, Missouri (the "***Alfermann Substation***") and connecting to an adjacent 138kV double-circuit transmission line owned by Union Electric Company d/b/a Ameren Missouri ("***Ameren Missouri***") (the lines and associated electrical facilities to be acquired being referred to hereinafter as the "***Transmission Facilities***").

WHEREAS, Licensee owns, and will not sell pursuant to the APA, a 34.5kV electric distribution line and a 12kV electric distribution line currently in place on the West 138kV Line and the East 138kV Line, along with all cables, wires, associated hardware and equipment used by Licensee in conducting its electric distribution operations (the "***Distribution Attachments***").

WHEREAS, Licensee desires the right to use and access the Transmission Facilities upon which the Distribution Attachments are located, in the area designated as *Joint Use Area* on Exhibit A attached hereto (the "***Joint Use Area***"), subject to certain conditions as hereinafter set forth; and

WHEREAS, Licensor is willing to grant to Licensee a license for such use and access of the Transmission Facilities in the Joint Use Area, subject to certain conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants of the other hereinafter set forth, the Parties have agreed as follows:

1. Grant of License.

(a) Subject to the terms and conditions of this Facility Use Agreement, Licensor hereby grants to Licensee a license to use and access the Distribution Attachments in the Joint Use Area, to maintain and repair the Distribution Attachments in accordance with Good Utility Practice (as defined herein), and to replace the Distribution Attachments, in their existing locations on the Transmission Facilities, with new and comparable cables, wires, associated hardware and equipment to be used in Licensee's electric distribution operations.

(b) Licensee shall be entitled to use the Distribution Attachments in the Joint Use Area for any lawful distribution purposes during the Term (as defined below) in accordance with this Facility Use Agreement and applicable easements and rights-of-way; provided, however, Licensee shall not use the Distribution Attachments in any manner that would adversely affect Licensor's use of the Transmission Facilities or any other equipment along or near the Transmission Facilities.

(c) During the Term, in the event that Licensee desires to attach additional (other than replacement) cables, wires, associated hardware and/or equipment to be used by Licensee in its electric distribution operations on the Transmission Facilities (the "***Additional Distribution Attachments***"), Licensee shall make written request of Licensor for such Additional Distribution Attachments, including the nature, type and proposed location of such Additional Distribution Attachments, and the Parties shall negotiate in good faith, in view of then existing circumstances and conditions, (i) the location of such Additional Distribution Attachments on the Transmission Facilities; (ii) the Party to construct, install and interconnect the Additional Distribution Attachments, and (iii) the Party to pay the costs of such construction, installation and interconnection. Upon commissioning of the Additional Distribution Attachments, Licensee shall assume possession and responsibility for the Additional Distribution Attachments as fully as if same were Distribution Attachments as otherwise provided for herein. Should Licensor require any other and further property rights, licenses, permits, authorizations, consents, approvals, exceptions, exemptions or allowances, including any applications therefore, be needed for the construction, installation, interconnection, use, operation or maintenance of the Additional Distribution Attachments, Licensee will cooperate with Licensor, at Licensee's cost and expense, to enable Licensor to acquire any such additional property rights, licenses, permits, authorizations, consents, approvals, exceptions, exemptions or allowances.

2. Effective Date and Term. This Facility Use Agreement shall become effective at the Closing, as defined in the APA (the "***Effective Date***") and shall expire twenty (20) years thereafter (the "***Initial Term***") unless terminated earlier in accordance with the terms of this Facility Use Agreement. Upon the expiration of the Initial Term, this Facility Use Agreement shall automatically renew for successive one (1) year terms (each a "***Renewal Term***") for a Pole Use Fee (as defined herein) [REDACTED] unless, not later than one hundred and eighty (180) days prior to the end of the Initial Term or any Renewal Term (as applicable), either Party gives written notice of non-renewal to the other Party. As used herein, "***Term***" shall mean both the Initial Term together with all Renewal Terms. Notwithstanding the foregoing, in the event that Licensor, in accordance with Section 3, determines to completely abandon the Transmission Facilities and provides at least one hundred eighty (180) days prior written notification of same to Licensee, the Term shall end automatically at the end of such notice period without further act of either Party.

3. Abandonment. If Licensor determines to abandon the Transmission Facilities and to sell the real estate and/or property rights on which the Transmission Facilities are located, in whole or in part, then before Licensor may sell such real estate to a third party, Licensor shall first offer the real estate and/or property rights to Licensee on the same terms and conditions as are offered by any potential third party purchaser. Licensee shall have sixty (60) days during which to accept said offer. If Licensee does not accept said offer within said period, Licensor

shall be free to accept the third-party offer; provided, however, if Licensor does not enter into an agreement with the third party on said terms and conditions, and close the transaction within one hundred and twenty (120) days, Licensor's right to sell the real estate and/or property rights to the third party shall expire and the procedure described above in this Section 3 shall again be applicable.

4. Pole Use Fees and Notices.

(a) During the Term, Licensee shall pay a pole use fee to Licensor for the rights granted herein for the Distribution Attachments and for any Additional Distribution Attachments approved in accordance with Section 1 (the "***Pole Use Fee***") [REDACTED] the receipt of which is hereby acknowledged and the sufficiency of which is hereby agreed to by Licensor.

(b) The Pole Use Fee shall not be deemed to include any cost for labor, material, fees or services incurred by Licensor, at Licensee's request, to install, remove or maintain any Distribution Attachments. Any such costs for labor, material, fees or services incurred by Licensor at Licensee's request, as calculated and determined by Licensor in accordance with Good Utility Practice (as defined herein), shall be separately invoiced and paid to Licensor by Licensee as Licensor shall specify via invoice. As used in this Facilities Use Agreement, "***Good Utility Practice***" means any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as system operators.

(c) Payment owed under this Facility Use Agreement and notices to Licensor shall be directed to the following address:

c/o Ameren Services
Director - Real Estate
P.O. Box 66149 (M/C 700)
St. Louis, MO 63166-6149

unless Licensor subsequently notifies Licensee of Licensor's change in address.

(d) All notices to Licensee under this Facility Use Agreement shall be directed to the following address:

Rolla Municipal Utilities
P.O. Box 767
102 West 9th Street

Rolla, MO 65402-0767
 Attn: General Manager
 Facsimile: (573) 364-1540
 E-mail: GeneralManager@rollamunicipalutilities.org

unless Licensee subsequently notifies Licensor of Licensee's change in address.

5. Licensor's Rights of Termination. In no event shall Licensee interfere with, impair, endanger or prevent the use, operation, expansion or access to Licensor's Transmission Facilities. Licensor may terminate this Facility Use Agreement when:

(a) In the reasonable judgment of Licensor, any additional or different cables, wires, associated hardware or equipment is installed by Licensee after the Effective Date and such cables, wires, associated hardware or equipment does not constitute Distribution Attachments or Additional Distribution Attachments as defined herein; provided, however, Licensor provides no less than thirty (30) days prior written notice to Licensee of such termination and provided, further, that if Licensee removes such non-licensed property prior to the expiration of such notice period, this Facility Use Agreement shall remain in full force and effect;

(b) Licensor determines that the Transmission Facilities are no longer necessary for Licensor's use and intends to abandon and dispose of such Transmission Facilities or the right-of-way associated therewith; provided, however, Licensor provides no less than one hundred eighty (180) days prior written notice to Licensee of such termination and provided, further, that the provisions of Section 3 shall survive any termination pursuant to this Section 5(b);

(c) Licensee breaches a material term or condition of this Facility Use Agreement; provided, however, Licensor provides no less than thirty (30) days prior written notice to Licensee of such termination and provided, further, that if Licensee cures such breach prior to the expiration of such notice period or, if such breach is not capable of being cured within such thirty (30) day period, Licensee proposes a reasonably acceptable cure plan to Licensor, implements and diligently pursues such cure plan, and cures such breach within the time frame of the cure plan, the Facility Use Agreement shall remain in full force and effect; or

(d) Licensee's actions or inactions endangers the safety or integrity of the Transmission Facilities; provided, however, that prior to any termination pursuant to this Section 5(d): (i) Licensor shall have interrupted Licensee's access to or use of the Transmission Facilities pursuant to Section 9 hereof based on such endangerment; (ii) Licensor shall have addressed and remedied the endangerment in accordance with Good Utility Practice, and at Licensee's expense; (iii) Licensor shall have restored Licensee's access to and use of the Transmission Facilities; (iv) following restoration of access and use, Licensee shall continue actions or inactions which endanger the Transmission Facilities; and (v) Licensor shall have provided not less than five (5) days (or such shorter period as may be required by Good Utility Practice) prior written notice to Licensee of such termination and provided, further, that if Licensee remedies its behavior or eliminates such endangerment prior to the expiration of such notice period, the Facility Use Agreement shall remain in full force and effect.

Upon termination of this Facility Use Agreement, Licensee shall remove the Distribution Attachments within thirty (30) days of termination, provided that all such removal activities shall be performed in a safe, workmanlike manner and without damage or interference to the property of Licensor or others. If Licensee fails to remove such equipment by the end of such thirty (30) day period, Licensor shall have the right to undertake such removal in accordance with Good Utility Practice and Licensee shall reimburse Licensor for its reasonable costs to perform such removal.

6. Licensor's Facilities. During the Term, Licensor will operate, maintain and, if necessary, repair or replace, the Transmission Facilities in accordance with the requirements and specifications of applicable law and Good Utility Practice. Licensor makes no express or implied warranties of any kind with respect to the Distribution Attachments, including, without limitation, any warranty or representation that the rights granted under this Facility Use Agreement will be sufficient to permit Licensee's operation of its electric distribution business.

7. Disclaimer of Consequential Damages. Notwithstanding any provision of this Facility Use Agreement to the contrary, Licensee: (a) agrees that Licensor shall not be liable to Licensee for any indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claims from any customers, loss of use or loss of profit) sustained or incurred by Licensee, or its successors or assigns, regardless of the form of action, whether based on statute, contract, warranty or tort (including negligence and strict liability); and (b) hereby releases Licensor and its respective agents, officers, employees and representatives from any claim or liability for any such indirect, incidental, special, punitive or consequential damages.

8. Modification of Transmission Facilities. Licensor reserves for itself, its successors and assigns, the right, privilege and authority to continue to use and occupy its Transmission Facilities for any purpose whatsoever, including, without limitation, modifying or expanding its facilities and related equipment presently in place thereon. Licensee accepts its rights hereunder are subject to this reservation and agrees that if future modifications or expansions to the Transmission Facilities shall threaten or damage the integrity of, or interfere with the use of, the Distribution Attachments and/or Licensee's equipment, Licensor shall, at its sole cost and expense, relocate the Distribution Attachments and/or said equipment to make it compatible with Licensor's modified or expanded facilities.

9. Interruptions or Termination. In the event of termination of this Facility Use Agreement, or in the event Licensor interrupts Licensee's access to or use of the Transmission Facilities to prevent any action or inaction of Licensee from endangering the safety or integrity of the Transmission Facilities, or in the event Licensee is otherwise temporarily prevented from access to, or use of, the Transmission Facilities, Licensor shall not be liable to Licensee for any interruptions of service, or for interference with the operations of Licensee's electric distribution business. Licensor does not guarantee Licensee or any third party uninterrupted use of, or access to, the Transmission Facilities. In the event of Licensor's interruption of Licensee's access to or use of the Transmission Facilities to prevent endangerment, Licensor agrees to give Licensee at least five (5) days (or such shorter period as may be prescribed by Good Utility Practice) prior written notice of interruption. In addition, Licensor may require any or all of the Transmission Facilities to be de-energized in order to perform planned work, in which event, Licensor agrees to give Licensee at least five (5) days (or such longer period, not more than thirty (30) days, as

may be prescribed by Good Utility Practice) prior written notice of a planned outage affecting the Distribution Attachments.

10. Non-Assignable. This Facility Use Agreement is personal to Licensee and cannot be assigned or sublicensed, in whole or in part, without the prior written consent of Licensors. No consent shall be required in the instance of Licensee's partial or complete assignment or sublicense of this Facility Use Agreement to the City of Rolla, Missouri, any political subdivision thereof or any wholly owned subsidiary of Licensee (as long as such subsidiary is and remains wholly-owned by Licensee), with prior written notice to Licensors. Neither Licensee's use of the Distribution Attachments, nor the attachment of same to the Transmission Facilities, shall create or vest in Licensee any ownership or property right in the Transmission Facilities.

11. Compliance with Laws. As and to the extent applicable, Licensee shall comply with and shall require all persons acting under Licensee, including without limitation, agents, contractors and employees, to comply with all applicable laws, regulations, and codes, including without limitation applicable provisions of the latest edition of the National Electrical Safety Code, the Overhead Power Line Safety Act, Sections 319.075 through 319.090 RSMo., the Underground Facility Safety and Damage Prevention Act, Sections 319.015 through 319.050 RSMo., (collectively, "**Laws**"), as such Laws may be amended from time to time. Nothing contained in this instrument shall be construed to relieve Licensee, or any person(s) acting under Licensee from the duty to comply with Laws. Licensee shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location and nature of Licensors's electric lines and electrical facilities.

12. Permits. If, during the Term, Licensee changes the functions performed by the Distribution Attachments from those functions performed as of the Effective Date and such change requires any governmental approval or the acquisition of additional real estate rights or interests Licensee, at its sole cost and expense, shall be solely responsible for securing and maintaining in effect all federal, state and local permits and licenses required for the changed use of the Distribution Attachments and operation of Licensee's equipment, including, without limitation, zoning, building, health, property rights or environmental permits or licenses, and shall indemnify Licensors against payment of any fines or penalties that may be levied against Licensors for failure by Licensee to procure or to comply with such permits or licenses, as well as any reasonable remedial costs to cure violations thereof.

13. Representations. Licensors does not represent or warrant that it has the right to grant to Licensee the use of any right-of-way or easement upon which Licensors's Transmission Facilities are located, nor to defend Licensee in the use of same. Licensee shall be solely responsible for the procurement of all necessary easements and land rights necessary for the Distribution Attachments, and warrants and represents that prior to accessing Licensors's Transmission Facilities, or the right-of-way upon which the Transmission Facilities are located, Licensee will have secured all other approvals and third party consents, including but not limited to the consent of any landowner or other entity holding title to the real estate improved by the Transmission Facilities. Upon the request of Licensors, Licensee shall submit evidence satisfactory to Licensors that it has the appropriate authority and has obtained all required consents. Subject to the limitations in Section 16(b), Licensee shall defend, indemnify, and hold

Licensor, its parent company and affiliates thereof, as well as any of their employees, officers, agents and assigns (each, a “***Licensor Indemnified Party***”), harmless against any claim, liability, cost, or expense, including reasonable attorney’s fees, which may result, directly or indirectly, from the failure to comply with the requirements in this Section, including but not limited to, claims related to any sub-licensee or assignee. The indemnity pursuant to this section shall apply to all claims brought against any Licensor Indemnified Party, regardless of the legal or equitable theory pursued, or the relief requested. Any failure to request or obtain such required evidence, shall not excuse the Licensee from its obligations pursuant to this section.

14. Damage to Distribution Attachments. Licensor, its employees, representatives, agents, and any other licensees or lessees of Licensor assume no responsibility for the safekeeping of the Distribution Attachments or any other property of Licensee, nor shall Licensor, its employees, representatives, or agents be liable for any damage to or loss or theft of the Distribution Attachments or Licensee’s other equipment located on the Transmission Facilities. Notwithstanding the foregoing, Licensor shall be responsible for all costs and expenses arising out of the damage to the Distribution Attachments, or Licensee’s other equipment located on the Transmission Facilities, caused by or attributable to the negligent acts or omissions, or the misconduct, of Licensor, its employees, representatives, or agents.

15. Notice of Damage. Licensor, promptly after it, or any of its employees, representatives, agents, or other licensees or lessees cause damage to the Distribution Attachments or other property of Licensee located on the Transmission Facilities, shall notify Licensee of the date of occurrence, nature and extent of such damage. Further, Licensor, as reasonably practical after it obtains actual knowledge of any damage to the Distribution Attachments or other property of Licensee on the Transmission Facilities caused by third parties or outside influences, shall notify Licensee of the damage so coming to its attention. Licensee, promptly after it, or any of its employees, representatives, agents, or permitted sub-licensee or sub-lessee, cause damage to the Transmission Facilities, shall notify Licensor of the date of occurrence, nature and extent of such damage. Further, Licensee, as reasonably practical after it obtains actual knowledge of any damage to the Transmission Facilities caused by third parties or outside influences, shall notify Licensor of the damage so coming to its attention.

16. Indemnification by Licensee.

(a) Subject to the terms and conditions of this Section 16, including, without limitation, Section 16(b), and to the limitations of Section 7, Licensee shall defend, indemnify, keep, save, and hold harmless each Licensor Indemnified Party, from and against any and all liability, claims, demands, suits, judgments, losses, damages, costs, attorney fees, and expenses (“***Losses***”) arising from:

- (i) Licensee’s breach of this Facility Use Agreement,
- (ii) any violation of Laws, or
- (iii) damage to, loss or destruction of the property of any person or persons whomsoever, or from injuries to or death of any person or persons whomsoever,

to the extent caused by Licensee, whether or not such loss, injury, or death has been alleged to be

caused in whole or in part by the negligence of Licensor, its agents, or employees. This indemnity obligation shall include, but not be limited to any claims related to the representations made by Licensee in Section 12. Notwithstanding anything to the contrary in this Facility Use Agreement, the indemnity obligation of Licensee shall not apply to any Losses to the extent caused by the negligent or intentional act or omission of any Licensor Indemnified Party.

(b) Notwithstanding the foregoing, Licensee's obligations to indemnify under this Section 16, Section 13 and Section 21(b) shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of Licensee's sovereign immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of Licensee to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

17. Indemnification by Licensor.

(a) Subject to the terms and conditions of this Section 17, and the limitations of Section 7, Licensor shall defend, indemnify, keep, save, and hold harmless Licensee and its representatives (each, a "*Licensee Indemnified Party*"), from and against any and all Losses arising from

- (i) Licensor's breach of this Facility Use Agreement;
- (ii) any violation of Laws; or
- (iii) damage to, loss or destruction of the property of any person or persons whomsoever, or from injuries to or death of any person or persons whomsoever,

to the extent caused by Licensor, whether or not such loss, injury, or death has been alleged to be caused in whole or in part by the negligence of Licensee, its agents, or employees. Notwithstanding anything to the contrary in this Facility Use Agreement, the indemnity obligation of Licensor shall not apply to any Losses to the extent caused by the negligent or intentional act or omission of any Licensee Indemnified Party.

18. Indemnity Procedure. If any Indemnified Party receives notice of the assertion or commencement of any claim against such Indemnified Party with respect to which either Licensor or Licensee, as applicable (the "*Indemnifying Party*"), is obligated to provide indemnification under this Facility Use Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than [30] calendar days after receipt of such notice of such claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the expense or loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any claim at the Indemnifying

Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that the Indemnifying Party shall not have the right to defend or direct the defense of any claim that seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any claim, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Facility Use Agreement, or fails to diligently prosecute the defense of such claim, the Indemnified Party may pay, compromise, defend such claim and seek indemnification for any and all expenses and losses based upon, arising from or relating to such claim. Notwithstanding any other provision of this Facility Use Agreement, the Indemnifying Party shall not enter into settlement of any claim without the prior written consent of the Indemnified Party, except that: (i) if a firm offer is made to settle a claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party; (ii) such offer provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such claim; (iii) the Indemnifying Party desires to accept and agree to such offer and gives written notice to that effect to the Indemnified Party; (iv) the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, and (v) the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such claim, the Indemnifying Party may settle the claim upon the terms set forth in such firm offer. If the Indemnified Party has assumed the defense of the claim, and fails to agree to a settlement offer acceptable to the Indemnifying Party, then and in such event, the maximum liability of the Indemnifying Party as to such claim shall not exceed the amount of such settlement offer.

19. Insurance. During the Term of this Facility Use Agreement, the Parties and each of their respective contractors and subcontractors shall maintain (a) a policy of commercial general liability insurance, including products/completed operations, with combined single limits, per occurrence, of not less than \$1,000,000 for bodily injury, including death and property damage, insuring against any injury or damage to persons or property that may result from such Party's use or access to the Transmission Facilities, (b) worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 each accident/disease, (c) whenever any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Facility Use Agreement, comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence, and (d) excess liability insurance with a limit of not less than \$2,000,000 per occurrence (such insurance shall be excess over items (a) and (b) listed above in this Section 19). Each of the Parties shall have the other named as

additional insured under the above listed insurance policies, and provide the other with certificates of insurance evidencing such insurance coverage, including, without limitation, an additional insured endorsement. The above-required coverages may be satisfied by the use of primary policies, excess policies or a combination of both. The Parties shall be entitled to self-insure any or all of the above insurance coverages. Licensor acknowledges that Licensee's current insurance arrangements through the Missouri Intergovernmental Risk Management Association, which provides for per-occurrence coverage of \$2,500,000 but which excludes any excess liability insurance, constitutes acceptable self-insurance for purposes of this License Agreement and shall be deemed to satisfy the requirements of this Section 19 (subject to Licensee naming Licensor as an additional insured for commercial general liability coverage as described above).

20. No Third Party Beneficiaries. This Facility Use Agreement does not provide third parties (including, without limitation, customers of Licensee) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that the provisions hereof involving indemnification or limitations of liability of either Party shall also enure to the benefit of that Party's employees, officers, agents and representatives and Licensee may sublicense rights hereunder to the City of Rolla, any political subdivision thereof, or Licensee's wholly-owned subsidiaries (for so long as such subsidiaries remain wholly owned).

21. Liens and Taxes.

(a) Licensee shall save harmless Licensor from and against any and all liens arising out of Licensee's exercise of its rights and performance of its duties hereunder. Licensor is and shall at all times remain the owner of the Transmission Facilities.

(b) Licensee shall pay directly to the pertinent tax authorities all taxes and assessments levied against the Licensee's equipment and its use of the Transmission Facilities hereunder. If, during the Term, Licensee changes the functions performed by the Distribution Attachments from those functions performed as of the Effective Date, subject to the limitations in Section 16(b), Licensee shall indemnify and hold harmless Licensor's property from any associated liens or encumbrances to accommodate such change. If applicable, Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Licensee's equipment or its use of the Transmission Facilities hereunder to accommodate such change.

22. Force Majeure. Any obligation or performance of either party hereunder, except for the payment of money, shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightening, unusually severe weather, material or facility shortages or unavailability, lack of transportation, legal inability to access property, acts of governmental authority or Law, condemnation or the exercise of rights of eminent domain, war, civil disorder or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform without unreasonable delay whenever such causes are removed or cease to exist.

23. Operations & Coordination Plan. In addition to the other provisions of this Facility Use Agreement, the Parties will jointly develop, abide by and conform to an Operations & Coordination Plan that will be owned and maintained by Licensor. [REDACTED]

24. Miscellaneous. This Facility Use Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements related thereto. Any addition or modification to the terms hereof shall be in a writing referencing this Facility Use Agreement and signed by Licensor and Licensee. No waiver of any right under this Facility Use Agreement shall be effective for any purpose unless in writing, signed by the party possessing the right nor shall any such waiver be constructed to be a waiver of any subsequent right or term of this Facility Use Agreement. This Facility Use Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns. This Facility Use Agreement shall be governed by the laws of the State of Missouri, without regards to its conflicts of law principles. If either party brings any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Facility Use Agreement or for the interpretation of this Facility Use Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding. This Facility Use Agreement may be executed in counterparts, and by manual, facsimile, or .pdf signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Facility Use Agreement to be executed by their authorized representatives as of the date set below their respective signatures.

AMEREN TRANSMISSION COMPANY
OF ILLINOIS
“Licensor”

By: _____
Name:
Title:

THE CITY OF ROLLA, MISSOURI,
ACTING BY AND THROUGH ITS
BOARD OF PUBLIC WORKS
“Licensee”

By: _____
Name:
Title:

EXHIBIT A

LICENSE AREA

**EXHIBIT A CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION
AND HAS BEEN REDACTED IN ITS ENTIRETY**

WHOLESALE CONNECTION AGREEMENT

by and among

The City of Rolla, Missouri, acting by and through its Board of Public Works

and

**Ameren Services Company,
on behalf of and as designated agent for
Ameren Transmission Company of Illinois**

Dated: [August] __, 2018

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WHOLESALE CONNECTION AGREEMENT

THIS WHOLESALE CONNECTION AGREEMENT ("Agreement"), dated as of [August] __, 2018, is entered into by and among **Ameren Services Company**, a Missouri corporation ("Ameren") on behalf of and as designated agent for Ameren Transmission Company of Illinois, d/b/a ATXI ("ATXI"), and **The City of Rolla, Missouri, acting by and through its Board of Public Works (sometimes referred to as Rolla Municipal Utilities or RMU)**, a municipal corporation of the State of Missouri ("Rolla"). Ameren and Rolla are referred to herein individually as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the Parties have agreed to execute this Agreement in order to establish the requirements, terms, and conditions for the connection of Rolla System and the Ameren System, and to define the continuing responsibilities and obligations of the Parties with respect thereto; and

WHEREAS, the Parties desire to establish the Delivery Points described in Appendix A to this Agreement and to establish additional Delivery Points whenever mutually beneficial; and

WHEREAS, the Parties agree to cooperate and execute their respective obligations and responsibilities under this Agreement in good faith; and

WHEREAS, Rolla shall not be required to enter into a Wholesale Distribution Service Agreement and shall not be subject to Wholesale Distribution charges unless and until Rolla requests a new or modified Delivery Point that requires ATXI to install new distribution facilities as part of such new or modified Delivery Point and necessitates the execution of a Wholesale Distribution Service Agreement and/or the imposition of Wholesale Distribution charges.

NOW THEREFORE, in consideration of the mutual representations, covenants, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1.

- 1.1 "Abnormal Condition" means any condition on the Rolla System, or on the Ameren System, or the systems of other utilities, which is outside normal operating parameters

such that facilities are operating outside their normal ratings or reasonable operating limits have been exceeded but which has not resulted in an Emergency. An Abnormal Condition may include, but is not limited to, high or low deviations in voltage, frequency, power flow, equipment temperature, equipment pressures, and other equipment and operating parameters.

- 1.2 “Affiliate” means, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- 1.3 “Agreement” shall mean this Wholesale Connection Agreement by and among Rolla and Ameren, including all appendices attached hereto, as the same may be amended, supplemented, revised, altered, changed or restated in accordance with its terms.
- 1.4 “Ameren System” shall mean and include the transmission and distribution facilities owned or controlled by ATXI or Ameren Missouri.
- 1.5 “APA” shall mean the Asset Purchase Agreement dated August 1, 2018 between Rolla and AXTI.
- 1.6 “Applicable Regional Reliability Entity” shall mean the regional reliability entity under NERC applicable to the transmission operations and balancing authority area(s) in which the Parties’ facilities are located.
- 1.7 “Confidential Information” shall have the meaning set forth in Section 20.2.
- 1.8 “Connection Facilities” shall mean the equipment and other facilities installed and owned by a Party on its respective side of a Delivery Point, which are necessary to connect the Rolla System to the Ameren System, including protection and control devices, Metering Equipment and all other necessary connection, switching, transmission, distribution, safety, engineering, communication and administrative facilities.
- 1.9 “Connection Point(s)” shall have the same meaning as Delivery Point(s).
- 1.10 “Customer” shall mean Rolla Municipal Utilities.
- 1.11 “Delivery Point(s)” shall mean the point or points of connection at which the ownership of the Ameren System ends and Rolla's ownership of the Rolla System begins, with each connection point established for the purpose of providing distribution services from the Ameren System to Rolla as represented and described in each connection description included in Appendix A.
- 1.12 “Effective Date” shall mean the effective date of this Agreement as determined pursuant to Section 3.1 of this Agreement.

- 1.13 “Emergency” shall mean a condition or situation (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life or property, or public health and safety; or (2) that, in the case of a Party, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Rolla System, the Ameren System, or the electric systems of others to which the Parties are directly connected.
- 1.14 “Environmental Law” shall mean the applicable laws or regulations relating to pollution or protection of the environment or natural resources.
- 1.15 “FERC” shall mean the Federal Energy Regulatory Commission or its successor.
- 1.16 “Functional Authority” shall mean the Party that specifically performs or directs someone else to perform detailed switching operations as authorized by the Jurisdictional Authority.
- 1.17 “Good Utility Practice” shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as system operators.
- 1.18 “Governmental Authority” shall mean any federal, state, local, or other governmental agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over a Party.
- 1.19 “Investment Grade Credit Rating” shall mean with respect to any entity an unsecured credit rating (or, if unavailable, an issuer rating or equivalent credit rating) of “Baa3” or better from Moody’s and “BBB-” or better from S&P. In case of only a single rating being available, that rating will be used to satisfy the condition in the preceding sentence.
- 1.20 “Jurisdictional Authority” shall mean the Party with the sole authority and responsibility for directing and coordinating operation of system equipment. This includes sole authority of switching, voltage control, equipment loading, and any other activity pertinent to proper operation, subject to the equipment limitations. The entity with Functional Authority must obtain approval from the entity with Jurisdictional Authority before altering the operation of system equipment, except in the case where Ameren is acting as the NERC-certified Transmission Operator (as defined by NERC) and must resolve an emergency condition without undue delay on the Bulk Electric System (as defined by NERC).

- 1.21 “Metering Equipment” shall include, but is not limited to, state-of-the-art high accuracy solid state MW and MWH meters, metering cabinets, metering panels, conduits, cabling, high accuracy current transformers, and high accuracy potential transformers which, directly or indirectly, provide input to meters or transducers, metering recording devices (e.g. solid state data receivers), telephone circuits, signals or pulse dividers, transducers, pulse accumulators, and any other equipment necessary to implement the provisions of this Agreement and shall conform to Ameren’s standards for similar installations.
- 1.22 “MISO” shall mean the Midcontinent Independent Transmission System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of the transmission portion of the Ameren System.
- 1.23 “Modification” means any material, new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of, the Rolla System or the Ameren System.
- 1.24 “NERC” shall mean the North American Electric Reliability Corporation or its successor.
- 1.25 “Network Load” shall mean Network Load as defined in the MISO Tariff.
- 1.26 “Network Resource” shall mean a Network Resource as defined in the MISO Tariff.
- 1.27 “Operational Change” shall mean any material change in the day-to-day routine, practices or procedures pertaining to the operation of the Rolla System or the Ameren System, but excluding any change in connection with either a planned or unplanned outage or an Emergency.
- 1.28 “Parallel Operation” shall mean the simultaneous operation of any generation in synchronism to the power delivered to Rolla at the Delivery Points.
- 1.29 “Reasonable Efforts” shall mean, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.30 “Regulatory Authority” shall mean any of the applicable regulatory entities, such as NERC, FERC, Applicable Regional Reliability Entity, MISO or other regulatory or Governmental Authority having jurisdiction over the Parties with regard to the subject matter of this Agreement, or the successor of any of them.
- 1.31 “Regulatory Requirements” shall mean any of the applicable practices, methods and acts required by a Regulatory Authority with regard to the subject matter of this Agreement, or the successor of any of them.
- 1.32 “Rolla System” shall mean the electric distribution facilities owned and controlled by Rolla and serving Rolla load for purposes of this Agreement.

- 1.33 “SCADA” means supervisory control and data acquisition equipment.
- 1.34 “Tariff” shall mean MISO'S Open Access Transmission Energy and Operating Reserve Markets Tariff on file with FERC as it may be amended or superseded from time to time.

ARTICLE 2 APPLICATION TO PARTIES

- 2.1 The terms of this Agreement apply to the Parties with respect to the Delivery Point(s) identified in Appendix A that serve as the connection points between the Parties' systems.

ARTICLE 3 EFFECTIVE DATE AND CONDITIONS PRECEDENT

- 3.1 Effective Date. Subject to any required regulatory authorizations, including, without limitation, acceptance by FERC under Section 205 of the Federal Power Act, this Agreement shall be effective the later of: (i) the Closing date as defined in the APA, or (ii) the date this Agreement is allowed to become effective by FERC (“Effective Date”). In connection with the filing of this Agreement with the FERC, Ameren shall request that the Agreement be accepted for filing effective as of the Closing date as defined in the APA.
- 3.2 Regulatory Filing. If required, Ameren shall tender this Agreement to FERC for filing as a rate schedule within the meaning of 18 C.F.R. Part 35. Rolla shall reasonably cooperate with Ameren with respect to any such filing and shall provide any information, including the filing of testimony, reasonably requested by the FERC to comply with applicable Regulatory Requirements.

ARTICLE 4 PURPOSE AND SCOPE

- 4.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions for the connection, operation, and maintenance of the Rolla System and the Ameren System.
- 4.2 Transmission Arrangements. Transmission service over the Ameren System does not fall within the scope of this Agreement. Rolla shall be responsible for making any and all arrangements for transmission service with the MISO under the Tariff.

ARTICLE 5 DISTRIBUTION CONNECTIONS

- 5.1 Distribution Connections. Each existing Delivery Point is provided for in Appendix A to this Agreement. The appropriate geographical reference, a description of the facilities and any applicable special terms and conditions shall be stated for each Delivery Point in Appendix A.
- 5.2 Modification or Additions. Any additional Delivery Points shall become part of this Agreement, by inclusion in Appendix A, by the mutual agreement of the Parties. Any Modifications to an existing Delivery Point(s) may be requested by any Party at any time and, subject to any necessary regulatory approval, shall become effective upon mutual agreement of the Parties.

ARTICLE 6 OPERATIONS AND MAINTENANCE

- 6.1 Parties' Obligations. The Parties shall construct, operate and maintain their respective systems and Connection Facilities in accordance with Good Utility Practice and subject to the applicable procedures and requirements of the Tariff. Each Party shall have electric facilities or contractual arrangements adequate to serve its own load and no Party shall be obligated to receive or deliver real or reactive power when to do so might introduce Abnormal Conditions on its electric system. Any Party may install and operate on its electric system such relays, disconnecting devices, and other equipment, as it may deem appropriate for the operation and protection of its electric system. To the extent applicable, all operating arrangements and equipment shall be coordinated with, and consistent with, the requirements of the appropriate Regulatory Authority. This Agreement is applicable to the connection of the electric facilities of the Parties at the Delivery Point(s), and does not obligate any Party to receive or provide any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that it may desire from the other Party. Each Party shall maintain and operate its electric system in accordance with Good Utility Practices to minimize the likelihood of disturbances which might impair the service provided by the electric system of a Party or any electric system connected with the electric system of any Party. Except as mutually agreed to in writing by the Parties, cost responsibility for Modifications and Operational Changes will be determined in accordance with Section 8.3.
- 6.2 Switching, Tagging, and Blocking Rules. The Parties shall abide by their respective switching, tagging and blocking rules for obtaining clearances for work or for switching operations at each Party's respective Connection Facilities.
- 6.3 Preventive and Corrective Maintenance Outages.
- 6.3.1 Planning and Scheduling. In accordance with Good Utility Practice and as may be provided in the appendices to this Agreement and in order to facilitate maintenance or reliability of their respective systems, the Parties shall confer regularly to coordinate the planning and scheduling of preventive and corrective maintenance of, and Modifications and Operational Changes to, the Connection

Facilities that might reasonably be expected to affect the operation of the other Party's system. Absent an Emergency or a contrary directive from any applicable Regulatory Authority, the Parties shall coordinate their respective schedules for any such activities and will, to the extent practicable and appropriate under the circumstances, give reasonable consideration to, among other things, the impact of the schedule on the other Party's operations; provided, however, that no Party shall be obligated to schedule such activities to coincide with another Party's scheduled outages, except to the extent required by any applicable Regulatory Authority.

6.3.2 Unplanned Interruptions. The connections provided under this Agreement may be interrupted or reduced upon such notice as is reasonable under the circumstances (a) by operation of automatic equipment installed for power system protection, or (b) at any time when in the sole judgment of the interrupting Party such action is necessary to preserve the integrity of, or to prevent or limit any instability on, or to avoid or mitigate a burden on, its electric system.

6.3.3. Planned Interruptions. Except as provided in Subsection 6.3.1 or 6.3.2 of this Agreement, when a Party deems it desirable for installation, maintenance, inspection, repairs or replacements of equipment, the connections provided under this Agreement may be scheduled for interruption or reduction only after consultation with the other Party, such notice to include the expected duration of the interruption, if known. The curtailment, interruption or reduction shall continue only for so long as is reasonably necessary under Good Utility Practice.

6.4 Inspections and Testing.

6.4.1 Inspections. The Parties shall perform routine inspection and testing of their equipment on their respective Connection Facilities in accordance with Good Utility Practice and any Regulatory Requirements as may be applicable to ensure the continued connection of the Rolla System with the Ameren System in a safe and reliable manner.

6.4.2 Right to Observe Testing. The Parties shall have the right to observe the testing of the testing Party's Connection Facilities, the performance of which may reasonably be expected to affect the reliability of the observing Party's system. The testing Party shall notify the other Party in advance of such testing unless, in the testing Party's reasonable judgment, the testing must be performed immediately, in which case the testing Party shall provide notice as soon as practicable. The observing Party may have a representative attend and be present during such testing.

6.4.3 Observation of Deficiencies. If any Party observes any condition it believes may be inconsistent with Good Utility Practice with respect to a Party's Connection Facilities that might reasonably be expected to adversely affect the observing Party's system, the observing Party shall notify the other Party. Notwithstanding

the foregoing, no Party shall be relieved from liability for adversely affecting another Party's system due to the observing Party's failure to give such notice.

- 6.5 Disconnection. In the event of an Emergency, a Party may disconnect the Connection Facilities for so long as is necessary under Good Utility Practice and the applicable requirements of any Regulatory Authorities, including the period of time necessary to establish the reconnection of the Connection Facilities.
- 6.6 Planned Outage. In the event of a planned outage of a Party's system that may adversely affect the system of the other Party, the Party that is executing the outage will use efforts consistent with Good Utility Practice, any specific requirements as may be provided in Appendix B to this Agreement, and applicable Regulatory Requirements to restore the system to service in accordance with the outage schedule.
- 6.7 Access Rights. Upon reasonable notice by a Party, and subject to any regulatory approvals, a Party (the "Granting Party") shall furnish at no cost to the other Party (the "Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents, or any Affiliate, that are necessary to enable the Access Party and their employees and duly-authorized representatives to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) connect the Connection Facilities; (ii) operate and maintain the Connection Facilities; and (iii) disconnect or remove an Access Party's facilities and equipment upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. Consistent with the foregoing, access to the specific facilities, the use of which is codified in the Facility Use License Agreement and the Fiber License Agreement between the Parties in effect on and after the closing date of the APA, shall be governed by those agreements.
- 6.8 Voltage Support. Rolla shall exercise its best efforts to maintain its power factor at each Delivery Point in the following range: 95% lagging to 95% leading ("Power Factor Range") during all periods of operation. Each year the Parties will discuss the power factor requirement and if Rolla's actual operating power factor at each Delivery Point is not within the Power Factor Range, the deficient power factor at such Delivery Point will be modified as soon as possible. If the power factor at each Delivery Point is not within the Power Factor Range at the time this Agreement is signed, Ameren and Rolla will enter into an agreement that establishes a schedule for correcting the power factor within a period of time that shall not exceed three (3) years.
- 6.9 Isolation of Connection Points. If any of the Connection Facilities become disconnected from Ameren's System, Rolla shall contact and receive approval, which approval shall not be unreasonably withheld, from the Ameren transmission operations control center by telephone before reconnecting the Connection Facility(ies) to Ameren's System. Such approval shall be based on determination that the Ameren System can accommodate the Connection Facility(ies) operating in parallel, consistent with Good Utility Practice, as was the case prior to disconnection.

ARTICLE 7 EMERGENCIES AND ABNORMAL CONDITIONS

- 7.1 Generally. Each Party agrees to comply with all applicable Regulatory Requirements, each Party's respective emergency procedures, NERC rules (if applicable to a Party), MISO requirements (if applicable to a Party), and the Parties' operating commitments, as applicable, with respect to Emergencies, and to comply with directives of the designated Reliability Coordinator, Transmission Operator, or Balancing Authority System Operator (as each term is defined by NERC) issued with respect to the Emergency. Each Party, as applicable, shall exercise commercially reasonable efforts to provide information requested by the other Party (the "Requesting Party") to assist the Requesting Party in complying with the requirements of this Section 7.1.
- 7.2 Notice. Each Party shall provide the other Party with oral notification that is prompt under the circumstances of an Emergency that may reasonably be expected to affect the other Party's operation of its system, to the extent the notifying Party is aware of the Emergency. Such notification shall describe, as known, the Emergency, the extent of any damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.
- 7.3 Immediate Action. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action with respect to its own facilities and may request reasonable actions with respect to the other Party's Connection Facilities as is reasonable and necessary to prevent, avoid, or mitigate injury, danger and/or loss of life or property. The Parties shall, consistent with Good Utility Practice, take whatever actions or inactions the Parties deem necessary during an Emergency, including, without limitation, to request and comply with any applicable Regulatory Requirements to: (i) preserve public health and safety; (ii) preserve the reliability of the Parties' systems; (iii) limit or prevent damage; and (iv) expedite restoration of service. Neither Party shall be liable to the other Party for any action it takes in responding to an Emergency so long as such action is made in good faith and consistent with Good Utility Practice.
- 7.4 Abnormal Conditions. To the extent either Party is aware of any Abnormal Condition, such Party, subject to the satisfaction of and compliance with Regulatory Requirements, will make Reasonable Efforts to promptly notify the other Party of such Abnormal Condition if it may reasonably be expected to affect a Party's operation of its system. However, the failure of any Party to provide notice in conformance with this Section shall not constitute a material breach of this Agreement.
- 7.4.1 Mitigation or Elimination. To the extent necessary, each Party agrees to cooperate and coordinate with the other Party in taking whatever corrective measures are necessary to mitigate or eliminate the Abnormal Condition, including, to the extent necessary, adjusting operation of equipment to within its rated operating parameters, provided such measures are consistent with Good Utility Practice and do not require operation of any of the Party's electric facilities

outside its operating limits. In the event that excessive power flow or reactive flow, or both, exists on or near a Delivery Point and all Parties agree on the corrective measures necessary to eliminate or control such flow(s), the Parties will coordinate the execution of such corrective measures; provided, however, that the terms of the Tariff shall govern. Each Party reserves the right to curtail, isolate or disconnect from another Party consistent with Good Utility Practice if it believes that an Abnormal Condition may cause damage to its Connection Facilities. Each Party agrees to use Reasonable Efforts to notify the other Parties prior to curtailment, isolation or disconnection of its Connection Facilities in response to an Abnormal Condition.

ARTICLE 8 MODIFICATIONS OR OPERATIONAL CHANGES

- 8.1 Generally. Each Party shall make such Modifications or Operational Changes to its Connection Facilities as are necessary to comply with Good Utility Practice and as may be provided in Appendix B of this Agreement.
- 8.2 Notice. In the event any Party plans to undertake Modifications or Operational Changes affecting its Connection Facilities or is aware of events or connections to its system that reasonably may be expected to impact the other Party's system, the initiating Party shall provide the other Party with at least ninety (90) days' advance notice of the desired Modifications or Operational Changes, or as required by any Regulatory Authority, whichever is more restrictive. The initiating Party shall supply the other Party with appropriate specifications and drawings. The nature and schedule of work for performing such Modifications, or the nature of the Operational Changes, shall be subject to review and acceptance by the other Party, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications or Operational Changes will (i) not adversely affect the other Party's system, or other facilities, (ii) are consistent with Good Utility Practice, and (iii) are as provided for, as applicable, in Appendix B of this Agreement. Subject to all applicable requirements imposed by the appropriate Regulatory Authority, the suitability and the responsibility for the safe and adequate design, operation and maintenance of the initiating Party's facilities shall be and remain the sole obligation of the initiating Party.
- 8.3 Cost Responsibility.

When the actions of one Party or events or connections to its system necessitate Modifications or Operational Changes to another Party's Connection Facilities, such Modifications or Operational Changes to the other Party's Connection Facilities shall be made at the sole cost and expense of the Party initiating the changes or causing the actions necessitating such Modifications or Operational Changes, unless otherwise agreed to in writing by the applicable Parties. The initiating or causing Party's responsibility for such Modification or Operational Change costs includes all actual costs and expenses for studies and is limited to those costs that are incremental to costs already planned to be

incurred by the other Party. Rolla shall be responsible for all costs associated with replacement of ATXI-owned equipment used for the exclusive benefit of Rolla with such equipment being limited to switches, meters and relay equipment and being consistent with and contained within Appendix B to this Agreement. The Parties agree to negotiate the reasonableness of these costs. Cost responsibility for the replacement of any equipment not specifically identified in this section or Appendix B shall be negotiated by the Parties.

ARTICLE 9 INFORMATION AND FORECAST REPORTING

- 9.1 Information Reporting Obligations. Subject to applicable Regulatory Requirements and/or confidentiality agreements, each Party shall, in accordance with Good Utility Practice, work with the other Parties regarding the transfer of information which may reasonably be necessary to support the reliability of the other Party's facilities.
- 9.2 Annual Planning Load Forecast. Rolla shall provide to Ameren by October 1st of each year, Rolla's best forecast of monthly peak load by Delivery Point, if any, in MW and power factor for each of the following ten calendar years. Such forecast shall be made using forecasting techniques consistent with Good Utility Practice. The forecast shall be supplied in a format specified by Ameren. Rolla shall identify its forecasted loads; provided, however, that the information provided by Rolla pursuant to this Section 9.2 shall not be deemed a substitute for the written notice required for designating any load as Network Load, to meet any applicable Regulatory Requirements.
- 9.3 Annual Planning Network Transmission Facilities. If requested by Ameren, Rolla shall provide Ameren by October 1st of each year or within 30 days of such request, whichever is later, any planned internal transmission facilities on Rolla's system located within the Ameren Transmission System, including lines, transformers, and reactive equipment for each of the ten subsequent calendar years.
- 9.4 Technical Data Format. If requested by Ameren, Rolla shall by October 1st of each year or within 30 days of such request, whichever is later, provide Ameren the best available data associated with its Network Loads and electrical facilities for modeling purposes in a mutually agreeable format
- 9.5 Annual Planning Maintenance Schedules and Planned Outages.
 - 9.5.1 Facilities Operated at 100 kV or Above. Rolla shall provide Ameren at least 45 days' advance notice of any Rolla planned maintenance outage which is expected to affect Ameren, or for which Rolla requires coordination with Ameren. Rolla shall obtain concurrence from Ameren at least 72 hours before beginning any scheduled maintenance on Rolla's System Network Resource, transmission line, or substation. Rolla shall promptly notify Ameren at the time when any unscheduled or forced outages occur and notify Ameren again when such unscheduled or forced outages end. Rolla shall notify and coordinate electrical

clearance with Ameren prior to re-energizing the line or substation. The 72 hour notification is a standard requirement of Ameren, but at Ameren's reasonable discretion, a notification of less than 72 hours may be permitted on a case-by-case basis upon review.

- 9.5.2 Facilities Operated at Between 34 kV and 100 kV. Rolla shall obtain concurrence from Ameren, at least 48 hours before beginning any scheduled maintenance on Rolla's System Network Resource, a distribution line of between 34 kV and 100 kV, or substation, when, in the reasonable judgment of Rolla, such facilities are expected to affect the Ameren System, or cause additional load to be added to the Ameren System, by serving affected load from an alternate source from Ameren. In such instances, Rolla shall (i) promptly notify Ameren at the time when any unscheduled or forced outages occur, (ii) notify Ameren again when such unscheduled or forced outages end and (iii) coordinate electrical clearance with Ameren prior to re-energizing the line or substation. The 48-hour notification is a standard requirement of Ameren, but at Ameren's reasonable discretion, a notification of less than 48 hours may be permitted on a case-by-case basis upon review.

ARTICLE 10 METERING AND TELEMETERING

- 10.1 Metering Equipment and Telemetering Equipment. Each Party shall own and maintain its respective Metering Equipment and telemetering equipment, and related RTU equipment, consistent with all applicable Regulatory Requirements. All existing Metering Equipment and telemetering equipment and related RTU equipment, with exception to the meters alone, shall be owned and maintained by Rolla. Ameren shall continue to own, operate and maintain the existing meters, as identified in Appendix A. Unless otherwise agreed to by mutual agreement of the Parties, ATXI shall own and maintain all new Metering Equipment, telemetry equipment and related RTU equipment that is required for any new or modified Delivery Points including established Delivery Points that have Metering Equipment, telemetering equipment and related RTU equipment replaced for any reason, with the cost for such equipment being at Rolla's expense, as applicable.

ARTICLE 11 GENERATION CONDITIONS AND OPERATIONS

- 11.1 Inadvertent Loop Flow. Ameren shall have no obligation to compensate Rolla for any wheeling or other charge(s) for inadvertent loop flow or unscheduled flows of electricity through Rolla's equipment, as might occur where the configuration of the connection facilities between the Ameren System and the Rolla System, whether permanent or temporary, would permit bi-directional flow of electricity between or through such Connection Facilities; provided, however, that nothing herein shall be construed as waiver by Rolla or of its rights to seek compensation from Ameren for inadvertent loop

flow in the event compensating facility owners for inadvertent loop or unscheduled flows becomes consistent with FERC policy or industry practice in the future.

- 11.2 New Generation Facilities. In the event new generating facilities are added to the Rolla System such that collectively their generating output could cause power to flow on to the Ameren System, then Rolla promptly shall notify Ameren, and as soon as practicable thereafter, (i) Ameren shall determine the necessary connection arrangements that need to be established between the Parties prior to the commencement of delivery of any such power into the Ameren System, and (ii) the Parties shall make such necessary changes to their respective systems to accommodate the delivery of power into the Ameren System.

11.3 Modifications and Changes.

11.3.1 Rolla agrees to provide reasonable notice to Ameren prior to the installation, material modification to, and/or initial Parallel Operation of any generation on the Rolla System that may impact the continued reliability, integrity or safety of the Ameren System.

11.3.2 Prior to permitting the installation, material modification to, and/or initial Parallel Operation of such generation, Rolla (as applicable) shall provide to Ameren such information that Ameren may need or reasonably request to study the impact that such generation may have on the Ameren System. The entity adding the generating facility shall reimburse Ameren for all reasonable costs Ameren incurs to study the impact of such generation.

11.3.3 If, pursuant to the study conducted under Section 11.3.2, Ameren reasonably determines that modifications to the Ameren System and/or the Rolla System are necessary to ensure the continued reliability, integrity and safety of the Ameren System, the entity initiating such modification agrees to construct such modifications and/or reimburse Ameren for all costs incurred by Ameren that are associated with any such modifications, provided such reimbursements are consistent with FERC policies.

11.4 Parallel Operation.

11.4.1 The Parties will cooperate to ensure that all appropriate and reasonable modifications to protect the Ameren System and Rolla System are developed, completed and in service prior to Parallel Operation of generation installed on the Rolla System. Only after all necessary modifications to the Ameren System and the Rolla System have been completed will Parallel Operation of the generation be permitted on the Rolla System. Any system modifications shall be handled consistent with Article 8 and Article 9, Section 9.3, and Section 11.3.

11.4.2 For Parallel Operation of generation on the Rolla System, Rolla shall supply information to Ameren, in a suitable electronic format and on a monthly basis, consisting of the metered values of the hourly energy generated by such generation on the Rolla System. Rolla shall supply Ameren with such information by electronic mail, or another mutually acceptable means, by the fifth business day of the month following the month in which such energy was

generated (e.g., the energy generation information for July should be supplied by the fifth business day in August).

- 11.4.3 Rolla shall, at its own expense, confirm that any generation on its system is operated, maintained and controlled in a safe and reliable manner so as to not cause any material adverse impacts on any other Party's system, including excessive voltage flicker or excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.
- 11.4.4 In accordance with the Tariff, use of generation installed on the Rolla System to provide power to loads on Ameren's side of the Delivery Points or for sale in the wholesale energy and/or Ancillary Services market shall be subject to separate arrangements, and is not provided under this Agreement.

ARTICLE 12 REDISPATCH

- 12.1 Transmission Level Redispatch. Transmission redispatch of the Ameren System shall be administered under the applicable procedures and policies described in the Tariff, at the sole direction of the MISO, or the Transmission System Operator (as defined by NERC) when time is of the essence, along with any official governing reserve sharing group designated and/or affiliated with the MISO. To the extent any MISO directive regarding transmission redispatch affects the Ameren System, Rolla will coordinate operation of its electric distribution facilities so as to support Ameren's compliance with the MISO.
- 12.2 Transmission Level Redispatch Reimbursement. All evaluations for redispatch reimbursement shall be strictly handled under the discretion of any Regulatory Authority following the applicable procedures and policies. Rolla shall only be entitled to reimbursement from Ameren to the extent Ameren specifically requests Rolla to operate its generators to support the Ameren System.
- 12.3 Distribution Level Redispatch. Ameren may identify situations at the distribution level, unrelated to transmission level redispatch described in sections 12.1 and 12.2 above, in which it may suggest that Rolla operate its generators, for the sole benefit of Rolla operations. Ameren will be under no obligation to provide such suggested operation, and Rolla will be under no obligation to operate its generators in such instances. Ameren will be under no obligation to reimburse Rolla for any costs incurred by Rolla for running its generators under these circumstances.

ARTICLE 13 ASSIGNMENT

- 13.1 Successors and Assigns. This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

13.2 Consent Required. No Party may assign any rights or obligations hereunder without obtaining the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

13.3 Assignment in Event of Merger or for Financing.

13.3.1 Notwithstanding anything to the contrary herein, this Agreement may be assigned by a Party, without the consent of the other Party but with prior written notice, to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, provided that the surviving entity(ies) agree(s), in writing, to assume the assigning Party's obligations and duties under, and be bound by, the terms of this Agreement and further satisfy one of the following criteria:

- (a) the assignee has an Investment Grade Credit Rating;
- (b) the obligations of the assignee are guaranteed by a parent with an Investment Grade Credit Rating; or
- (c) the assignment is being made in connection with a merger, consolidation or sale of substantially all the assignor's assets to another party that has an Investment Grade Credit Rating at least equal to that of the assignor.

13.3.2 Notwithstanding anything to the contrary herein, a Party or its permitted assignee may, without the consent of the other Parties but with prior written notice, assign, transfer, pledge or otherwise dispose of its rights and interests hereunder to a trustee or lending institution for the purposes of financing or refinancing any of the assigning Party's facilities. Each Party agrees to execute and deliver such documents at the assigning Party's expense as may be reasonably necessary to accomplish any such assignment, transfer, pledge, or other disposition of rights hereunder for purposes of the financing or refinancing.

13.4 Party to Remain Responsible. Except for assignments pursuant to Section 13.3.1, no assignment, transfer, pledge, conveyance, or disposition of rights or obligations under this Agreement by a Party will relieve that Party from liability and financial responsibility for the performance thereof after any such assignment, transfer, conveyance, pledge, or disposition unless and until the transferee or assignee agrees in writing to assume the obligations and duties of that Party under this Agreement and the non-assigning Party has consented in writing to such assumption and to a release of the assigning Party from such liability.

13.5 Termination of Existence. If a Party terminates its existence as a legal entity by acquisition, sale, consolidation, or otherwise, or if all or substantially all of such Party's assets are transferred to another person or business entity, without complying with this Article, the other Party will have the right, enforceable in a court of competent jurisdiction, to enjoin the Party's successor from using its facilities in any manner that

interferes with, impedes, or restricts the other Party's ability to carry out its ongoing business operations, rights and obligations.

ARTICLE 14 FORCE MAJEURE

- 14.1 **Force Majeure Defined.** The term "Force Majeure" means any cause beyond the reasonable control of and without fault or negligence of the Party claiming Force Majeure, including, but not limited to, acts of God, strike, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, riot, civil disturbance, sabotage, changes in Applicable Laws and Regulations or a binding order of any court, legislative body or governmental authority subsequent to the date hereof, and action or inaction by any Governmental Authority which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.
- 14.2 **Effect of Force Majeure.** Except for obligations to make any payments under this Agreement, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:
- 14.2.1 the non-performing Party, as promptly as practicable after the Party reasonably determines that a Force Majeure event has occurred and such Force Majeure event will adversely impact the Party's ability to perform its obligations hereunder, gives the other Party written notice describing the particulars of the occurrence;
 - 14.2.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
 - 14.2.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
 - 14.2.4 as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

ARTICLE 15 LIABILITY, INDEMNIFICATION AND INSURANCE

- 15.1 **LIMITATION ON DAMAGES.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO ANY OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES,

INCLUDING LOST PROFITS, EXCEPT TO THE EXTENT A PARTY IS LIABLE TO A THIRD PARTY FOR SUCH DAMAGES. THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES (INCLUDING DAMAGES DESCRIBED IN THE PRECEDING SENTENCE FOR WHICH A PARTY IS LIABLE TO A THIRD PARTY), AND ALL OTHER DAMAGES ARE EXCLUDED WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Notwithstanding the indemnity obligations set forth in Article 15, Rolla's obligations to indemnify under this Article 15 shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of Rolla's sovereign immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of Rolla to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

15.2 Indemnification.

15.2.1 Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (each an "Indemnified Party") harmless from any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's performance or non-performance of its obligations under this Agreement or caused by or in connection with the Indemnifying Party's facilities, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

15.2.1.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 15.2, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

15.2.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual loss, net of any insurance or other recovery. The term "Indemnifying Party" shall not include a Party's directors, officers, employees, agents or those of its Affiliates.

15.2.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party

of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 15.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if an Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

- 15.2.2 Subject to the limitation of liability set forth in Section 15.1, the terms and provisions of this indemnity, and the provisions of Section 15.2.1, each Party shall protect, defend, indemnify and save harmless any Indemnified Party from, against and in respect of, any and all loss, liability, damage and reasonable expenses for accounting, consulting, engineering, investigation, cleanup, response, removal and/or disposal and other remedial costs, directly or indirectly imposed upon, incurred by or asserted against any Indemnified Party arising out of or in conjunction with any claim or claims by any third party or parties (including, without limitation, a Governmental Authority), arising out of or in connection with (i) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling, or treatment of any substances, materials, products, or wastes which are classified as hazardous or toxic under any applicable federal, state or local law, or any regulations promulgated thereunder, effective as of the Effective Date of this Agreement ("Regulated Materials"), on, under or from the facilities of the Indemnifying Party; (ii) an actual or threatened release, spill, leak, discharge, or escape into the environment, of any Regulated

Materials on, under or from the facilities of Indemnifying Party; (iii) the cleanup, removal and/or disposal of any Regulated Materials on, under or from the facilities of the Indemnifying Party required by any Environmental Law or any Governmental Authority; (iv) any personal exposure or injury (including wrongful death) or property damage (real or personal) arising out of or related to such Regulated Materials, including any damage arising out of any cleanup required by the Governmental Authorities or Environmental Laws; (v) any lawsuit brought or threatened, settlement reached, or government order relating to such Regulated Materials; or (vi) any violation of laws, orders, rules, regulations, requirements, guidelines, or demands of Governmental Authorities, including permits and licenses under Environmental Laws, which are based upon or in any way related to such Regulated Materials. Nothing in this Section shall require a Party to indemnify another Party with respect to any matter described in clauses (i) through (vi) above except in connection with the Connection Facilities.

15.3 Survival. The limitation of liability provided for, and the indemnification obligations of each Party under this Article, shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

15.4 Insurance.

15.4.1 Insurance Coverages. During the term of this Agreement, ATXI and Rolla shall obtain and maintain in force for the entire life of this Agreement policy or policies of insurance with the following types of coverage and with the following minimum limits:

- (a) Commercial general liability insurance, ATXI and Rolla shall each name the other Parties, their subsidiaries, Affiliates, their officers, directors and employees as additional insured on a primary and non-contributory basis including products/completed operations and commercial general liability insurance with combined single limits, per occurrence, of not less than \$1,000,000 for bodily injury, including death and property damage; and
- (b) Workers Compensation insurance with statutory limits and Employer's liability insurance with limits of not less than \$1,000,000 each accident/disease; and
- (c) Comprehensive Automobile Liability insurance which has combined single limits of \$1,000,000 for bodily injury and property damage. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis; and
- (d) Excess liability insurance with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be excess over items (a) and (c) listed above in this Section 15.4. ATXI and Rolla shall name the other Party as an additional insured on a primary and non-contributory basis.

- 15.4.2 Self-Insure. Alternatively, each Party may self-insure the insurance coverages listed in Section 15.4.1. Ameren acknowledges and agrees that Rolla's current insurance arrangements through the Missouri Intergovernmental Risk Management Association, which provide for per-occurrence coverage of \$2,500,000 but which exclude any excess liability insurance, constitute acceptable self-insurance for purposes of this Agreement and shall be deemed to satisfy the requirements listed in Section 15.4.1 (subject to Rolla naming ATXI as an additional insured for commercial general liability and auto liability coverages as described above).
- 15.4.3 Waiver of Subrogation Rights. Each Party agrees to waive and will require its respective insurers to waive all rights of subrogation against the other Parties, as it relates to this Agreement on all of the insurance coverages in Section 15.4.1.
- 15.4.4 Notice of Cancellation or Modification. Each insurance policy provided by any Party shall provide the policy may not be canceled or materially changed without giving the other Party thirty days prior written notification thereof.
- 15.4.5 Certificates of Insurance. Each Party will furnish certificates of insurance or self-insurance to the other Party evidencing the insurance required of such Party pursuant to this Agreement.
- 15.4.6 Liability. The provision of any insurance required above may not be construed to limit or expand the liability of any Party hereto under this Agreement.

ARTICLE 16 BREACH, CURE AND DEFAULT

- 16.1 Breach. A breach of this Agreement shall occur upon the failure by a Party to perform any material term or condition of this Agreement.
- 16.2 Events of Breach. A breach of this Agreement shall include:
- (a) The failure to comply with any material term or condition of this Agreement, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
 - (b) If a Party: (i) by decree of a court of competent jurisdiction, is adjudicated bankrupt or insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law and is not dismissed within thirty (30) days; (iii) makes a general assignment for the benefit of its creditors; or (iv) consents to the appointment of a receiver, trustee or liquidator;
 - (c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

- (d) Failure of any Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- (e) Failure of a Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or to satisfy Regulatory Requirements.

16.3 Continued Operation. In the event of a breach by a Party, the Parties shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the Parties to operate and maintain their respective systems in a safe and reliable manner.

16.4 Cure and Default.

- (a) A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 16.2(b)(i)-(iv) of the Agreement.
- (b) Upon the occurrence of any event of breach other than those described in Section 16.2(b)(i)-(iv), the Party not in breach (hereinafter a "Non-Breaching Party"), when it becomes aware of any such breach, shall give written notice of the breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty-day (30-day) time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty-day (30-day) time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the breach, or to commence reasonable and appropriate steps to cure the breach, within such thirty-day (30-day) time period, the Breaching Party will be in "Default" of the Agreement.
- (c) Upon the occurrence of a Default, any Non-Breaching Party may, subject to the limitations contained in Article 15, terminate this Agreement as to the Breaching Party by providing written notice of termination to the Breaching Party, except that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction, making a determination of said Default.

ARTICLE 17 TERM AND TERMINATION

- 17.1 Term. This Agreement shall remain in full force and effect from the Effective Date and shall continue in effect thereafter for an initial term of twenty (20) years, unless terminated earlier in accordance with Article 16. This Agreement shall continue in effect after the end of said initial term, until terminated as of any date following the end of said initial term by any Party at any time providing five (5) years written notice to the other Party of its intention to terminate.
- 17.2 Termination.
- 17.2.1 By Mutual Consent. This Agreement may be terminated at any time by mutual agreement of all Parties.
- 17.2.2 By Any Party Upon Default. Any non-defaulting Party may terminate this Agreement, upon the occurrence of a Default by a Breaching Party as provided in Section 16.4.
- 17.3 FERC Approval. If required by applicable Regulatory Requirements, termination hereunder shall not become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any required notification of termination of this Agreement and obtain(s) such acceptance thereof by FERC.
- 17.4 Disconnection. Upon termination of this Agreement in its entirety in accordance with this Article, absent execution by the relevant Parties of a replacement or successor connection agreement and to the extent permitted by FERC, the Parties shall physically disconnect their systems.
- 17.5 Survival of Rights and Obligations. Termination of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

ARTICLE 18 LABOR RELATIONS

- 18.1 Each Party agrees to immediately notify the other Party, orally and then in writing, of any labor dispute or anticipated labor dispute of which its management has actual knowledge that might reasonably be expected to affect the operations of the other Party with respect to this Agreement.

ARTICLE 19 SUBCONTRACTOR

- 19.1 Generally. Nothing in this Agreement shall prevent a Party from utilizing the services of such subcontractors as it deems appropriate to perform its obligations under this Agreement; provided, however, that all Parties shall require their subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services.
- 19.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 19.3 No Third Party Beneficiary. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.
- 19.4 No Limitation by Insurance. The obligations under this Article will not be limited in any way by any limitation on subcontractor's insurance.

ARTICLE 20 CONFIDENTIALITY

- 20.1 Nondisclosure. Except as required by law, including any applicable provision of RSMo Chapters 109 and 610, no Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Agreement to any third party without the express written consent of the disclosing Party. In the event that the Party receiving Confidential Information from the other Party is legally requested or required (including, but not limited to oral questions, interrogatories, requests for information or document, subpoena, civil investigative demand or similar process or, in the opinion of counsel for such Party, by federal or state securities laws or other statutes, regulations, orders or laws) to disclose any Confidential Information, such receiving Party shall promptly notify the other Party, if notice is not prohibited by law, of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, a protective order has been sought, but has not been obtained and in the written opinion of counsel for the receiving Party such Party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving Party may disclose that portion (and only that portion) of such Confidential Information as is legally required without liability to the disclosing Party under this Agreement.

- 20.2 **Definition.** “Confidential Information” means any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, without limitation, all information relating to a Party’s technology, research and development, business affairs, and pricing, and any information supplied by a Party to the other Party on a confidential basis prior to the execution of this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the other Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential. Finally, for the purposes of this Agreement, information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. **The one-line diagrams included as Appendix D to this Agreement are considered Confidential Information, but are also Critical Energy Infrastructure Information and therefore their treatment is governed by the provisions of 18 C.F.R. § 388.113.**
- 20.3 **Standard of Care.** All Parties shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination.
- 20.4 **Use of Confidential Information.** Any Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its Regulatory Requirements, or in any proceeding under Article 21 or 23 or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Agreement, subject either to a confidentiality agreement with all participants (including, if applicable, arbitrator(s)) or to a protective order.
- 20.5 **Damages.** The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party’s breach of its obligations under this Section. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Section.

- 20.6 Survival. The confidentiality provisions of this Article shall survive termination of this Agreement for a period of two (2) years.

ARTICLE 21 DISPUTE RESOLUTION

- 21.1 In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the “disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the non-disputing Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within sixty (60) calendar days of the non-disputing Party’s receipt of the Notice of Dispute, either Party may pursue resolution of the dispute at FERC or such other forum having jurisdiction.¹

ARTICLE 22 NOTICES AND COMMUNICATIONS

- 22.1 Unless otherwise specified herein, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the respective Parties as follows:

To Ameren Services:

Kay Janeen Tapscott
Ameren Services
2460 N Jasper St., K-30 (IP)
Decatur, IL 62526
T: (217) 424-8191
ktapscott@ameren.com

To Rolla Municipal Utilities:

Attn: General Manager
102 West Ninth Street
PO Box 767
Rolla, MO 65402-0767
T: (573) 364-1572
generalmanager@rollamunicipalutilities.org

With Copy To:

General Counsel
1901 Chouteau Avenue
MC 1300
Saint Louis, MO 63103
F: (314) 554-4014

With Copy To:

Lori B. Green
Nixon Peabody LLP
1300 Clinton Square
Rochester, NY 14604-1792
T : (585) 263-1236
lgreen@nixonpeabody.com

¹ NTD: For Ameren, FERC will have primary jurisdiction over this Agreement and any dispute that arises hereunder.

General inquiries and operational notices may be directed to:

Kathy Thole
Ameren Services
1901 Chouteau Avenue
MC 635
Saint Louis, MO 63103
T: (314) 554-2947
kthole@ameren.com

Attn: General Manager
Rolla Municipal Utilities
102 West Ninth Street
Rolla, MO 65402-0767
T: (573) 364-1572
generalmanager@rollamunicipalutilities.org

Any such notice or communication will be deemed to have been given as of the date received.

- 22.2 Any Party may change its address or designated representative for notices by notice to the other Party in the manner provided above.
- 22.3 Notwithstanding Section 22.1, any notice hereunder concerning an Emergency or other occurrence requiring prompt attention, or as necessary during day-to-day operations, may be made by telephone or in person provided that such notice is confirmed in writing promptly thereafter. Notice in an Emergency, or as necessary during day-to-day operations, shall be provided: (i) if by Rolla, to the shift supervisor at Ameren's Transmission Operations Control Center, and (ii) if by Ameren, to the shift supervisor at Rolla's Control Center.

Emergency Contacts and Daily Operations Contacts	
To Transmission Operations Control Center: St. Louis Office: Transmission Operations Supervisor T: (314) 554- 2988 Email: TOS@ameren.com	To Rolla Municipal Utilities Service Center: T: (573) 364-1572 T: (573) 364-2195 T: (573) 364-8961

- 22.4 **Operating Committee.** Ameren and Rolla shall each appoint an equal number of member(s) to an Operating Committee. The Operating Committee shall meet as necessary to carry out the duties set forth herein. The Operating Committee shall hold meetings at the request of either Ameren or Rolla at a time and place agreed upon by the members of the Operating Committee. Each member shall be a responsible person working with the day-to-day operations of their respective Party and shall represent their respective Party in all matters arising under this Agreement which may be delegated to the Operating Committee by mutual agreement of the Parties hereto. The duties of the

Operating Committee shall include, but are not limited to, the following:

- (a) Coordinate operation and maintenance schedules for the Connection Point(s);
- (b) Establish and maintain control and operating procedures, consistent with the provisions of this Agreement;
- (c) Communicate to the Parties the data requirements necessary to maintain and establish Connection Points;
- (d) Review Metering Equipment, data acquisition equipment, and any other equipment or software requirements, standards and procedures;
- (e) Participate in coordinated planning; and
- (f) Such other duties as may be conferred upon it by mutual agreement of the Parties.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 General. Each Party makes the following representations, warranties and covenants:

23.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Connection Facilities owned by such Party are located; and that it has the requisite power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

23.1.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law). Furthermore, such Party is duly authorized to serve as designated agent for the respective principal(s), and has the requisite power and authority to enter into this Agreement and the transactions contemplated herein and perform and carry out all covenants and obligations to be performed under and pursuant to

this Agreement and is duly authorized to execute this Agreement and consummate the transactions contemplated herein for and on behalf of such principal(s).

23.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

23.1.4 Consent and Approval. Each Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by applicable laws and regulations.

23.2 Governing Law.

- (a) When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the conflict of law principles thereof.
- (b) Except for those matters covered in this Agreement and which are either jurisdictional to FERC or submitted to dispute resolution pursuant to Article 21, any action arising out of or concerning this Agreement must be brought in any state or federal court of competent jurisdiction in the State of Missouri. The Parties hereby consent to the jurisdiction of any state or federal court of competent jurisdiction in the State of Missouri for the purpose of hearing and determining any action not preempted by FERC.

23.3 Regulatory Approval. This Agreement shall be subject to the approval of the regulatory agencies having jurisdiction. This Agreement will be filed with FERC for approval under Section 205 of the Federal Power Act as soon as practicable after its execution by the Parties. The Parties agree to support such filing, to reasonably cooperate with respect to the filing, and to provide any information, including the filing of testimony, reasonably required to comply with applicable filing requirements.

23.4 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by all Parties, no Party shall have any authority to create or assume in another Party's name or on its behalf any obligation, express or implied, or to act or purport to act as any other Party's agent or legally-empowered representative for any purpose whatsoever. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily-mandated

workers' compensation coverage. None of the persons employed by any Party shall be considered employees of any other Party for any purpose; nor shall any Party represent to any person that such persons are or shall become employees of the other Party. Except as expressly provided for herein, no Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of any other Party.

- 23.5 No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any benefits, interests, rights, or remedies under or by reason of the Agreement.
- 23.6 Failure to Enforce. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver or of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.
- 23.8 Amendment Modification. This Agreement may be modified in writing and signed by all Parties. Notwithstanding any provision in this Agreement to the contrary, nothing contained herein shall be construed as affecting in any way the right of any Party to unilaterally make application to the FERC under Sections 205 or 206, as applicable, of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement over which the FERC has jurisdiction.
- 23.9 Severability. If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.
- 23.10 Headings and Captions. Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

- 23.11 Further Assurances. Each Party shall do such other and further acts and things, and shall execute and deliver such instruments and documents, as any other Party reasonably requests from time to time in furtherance of the purposes of this Agreement.
- 23.12 Entire Agreement. This Agreement, including all schedules, Appendices and other attachments hereto and made part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties that relate to the Connection Points set forth in this Agreement including the Distribution Connection Agreement by and among City of St. James and Rolla Municipal Utilities and Ameren Services Company on behalf of and designated agent for Union Electric Company d/b/a AmerenUE, dated February 19, 2010.
- 23.13 Rights Cumulative. The rights and remedies set forth in this Agreement are cumulative and non-exclusive.
- 23.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement in triplicate originals, each of which shall constitute and be an original effective Agreement among the Parties as of the date first above written.

**The City of Rolla, Missouri, acting by and through its
Board of Public Works**

By: _____

Name:

Title:

**Ameren Services Company as agent for and behalf of
Ameren Transmission Company of Illinois**

By: _____

Name:

Title:

APPENDIX A
DELIVERY POINTS

Delivery Point(s) for Rolla:

	Name of Point	Delivery Voltage	Meter Voltage	Meter Ownership
1.1	Alfermann #1	138 kV	138 kV	ATXI Meters: Rolla Transformer #1
1.2	Alfermann #2	138 kV	138 kV	ATXI Meter: Rolla Transformer #2

Rolla load will be measured at the 138 kV level. The Delivery Points are at 138 kV on the Rolla side of ATXI's 138 kV bus, which connect to the 138/34.5 kV transformers in the Alfermann Substation.

APPENDIX B

SPECIAL CONFIGURATION AND OPERATING PROCEDURES

1.0 Delivery Point(s)

See corresponding one-line diagrams in Appendix D for points of ownership and meter locations.

Rolla will own the jumper connection at the following Connection Points:

1.1 Alfermann #1

Jurisdictional and Functional Authority

Ameren has Jurisdictional Authority while Rolla has Functional Authority for the Rolla owned 138 kV breaker (824) and disconnect switch (823) connected to the ATXI owned bus. Ameren has Jurisdictional and Functional Authority over ATXI owned 138 kV bus tie breaker and disconnect switches.

1.2 Alfermann #2

Jurisdictional and Functional Authority

Ameren has Jurisdictional Authority while Rolla has Functional Authority for the Rolla owned 138 kV breaker (814) and disconnect switch (813) connected to the ATXI owned bus. Ameren has Jurisdictional and Functional Authority over ATXI owned 138 kV bus tie breaker and disconnect switches.

2.0 Metering Requirements

Metering points to Rolla Delivery Points are as shown in Appendix D. Rolla will own and maintain the 138 kV power potential transformers and 138 kV breaker bushing metering current transformers on the Rolla Alfermann Substation 138/34 kV transformer 1 and 2 positions in accordance with Ameren metering requirements. Ameren will own and maintain the metering devices, while Rolla will own and maintain the metering bases. Metering data will be sent to Ameren and Rolla via SCADA RTU connections between Ameren and Rolla. ATXI will transmit the metering data to MISO via Ameren's RTU. Rolla also shall continue to transmit metering data to MISO either directly or through its agents. Rolla also shall have the obligation to transmit metering data to SPP either directly or through its agents. The metering data will be set for real time and hourly register downloads.

Meter information is as below:

Alfermann – CLARK-OSAGE (ROLLA WEST) – XFMR 1 – Meter Serial
Number 87353766

Alfermann – RIVERMINES-OSAGE (ROLLA EAST) – XFMR 2 – Meter Serial
Number 4AA016481739

APPENDIX C

GENERATION FACILITIES

(Generating facilities capable of operating in parallel with the Ameren System)

1.0 Generation connected to the Rolla System:

Rolla owns 17 generators, each with a rated capacity of two (2) megawatts. They are designated as Unit EP-01 through Unit EP-17.

A solar photovoltaic generating facility with an installed capacity of approximately 3.2 MW DC that is owned by MCP-Rolla, LLC. The facility includes approximately 10,152 solar panels mounted in a fixed position, 4 inverters, and two transformers that supply energy to a single point of connection with the Rolla 12,470 kV electric distribution system.

2.0 All behind-the-meter generation data shall be collected in one of the following ways:

2.1.1 Rolla's behind-the-meter generation shall be interrogated on a monthly basis by the Ameren MV90 system (or replacement system) for any generation with an aggregate nameplate rating for all behind-the-meter generation of 5.0 MW or greater at each Delivery Point, or above such threshold as may be determined in MISO's approved business practices or standards from time to time.

2.1.2 If Rolla fails to submit behind-the-meter generation data in a format that shows the amount of generation operating in kWh (even if zero) for every day and hour of the preceding month by no later than noon Central Prevailing Time of the 15th day of each month, Ameren shall have the right to use data from the previous calendar month and if no data is recorded for the previous calendar month the data shall be calculated using the full nameplate rating.

2.1.3 The terms of this Agreement control over any policy or procedure of Ameren regarding behind-the-meter generation to the extent those policies and procedures are contrary to this Agreement. For the avoidance of doubt, this Agreement and all Ameren policies and procedures concerning behind-the-meter generation are subject to the Tariff and MISO business practices.

APPENDIX D

**APPENDIX D CONTAINS CRITICAL INFRASTRUCTURE INFORMATION AND HAS
BEEN REDACTED IN ITS ENTIRETY**

FIBER LICENSE AGREEMENT

THIS FIBER LICENSE AGREEMENT ("**LICENSE AGREEMENT**") is made and entered into as of this ___ day of [August], 2018 ("**Execution Date**"), by and between AMEREN TRANSMISSION COMPANY OF ILLINOIS, an Illinois corporation, hereinafter referred to as "**Licensor**", and THE CITY OF ROLLA, MISSOURI, acting by and through its Board of Public Works (sometimes referred to as Rolla Municipal Utilities or RMU), a Third Class municipal entity organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Licensee**", and collectively referred to herein with the Licensor as the "**Parties**".

WHEREAS, pursuant to the Asset Purchase Agreement between the Parties executed on the Execution Date (the "**APA**") Licensor intends to acquire from Licensee two (2) 138kV sub-transmission lines, one consisting of 2.83 miles in length (the "**West 138kV Line**") and the other 4.64 miles in length (the "**East 138kV Line**"), with both emanating from the electrical facility owned by Licensee and located at Farrar Drive in Phelps County, Missouri (the "**Alfermann Substation**") and connecting to an adjacent 138kV double-circuit transmission line owned by Union Electric Company d/b/a Ameren Missouri ("**Ameren Missouri**") (the lines and associated electrical facilities to be acquired being referred to hereinafter as the "**Transmission Facilities**"). Licensor also intends, pursuant to the APA, to acquire the associated optical ground wire and fiber optic cable bundles (collectively "**OPGW**") currently installed along the Transmission Facilities; and

WHEREAS, Licensee desires the right to license certain fiber optic strands within the OPGW, defined below as the "**Licensed Fibers**", and to use such Licensed Fibers subject to certain conditions as hereinafter set forth; and

WHEREAS, Licensor is willing to license the Licensed Fibers subject to certain conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants of the other hereinafter set forth, the Parties have agreed as follows:

1. Grant of License.

(a) Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a license to use [REDACTED] fiber optic strands within the blue and orange tubes (the "**Licensed Fibers**") in Licensor's seventy-two (72) fiber optic strand OPGW bundle between the following splice boxes:

- With the respect to the West 138kV Line, a splice box located at Structure W-43 (as depicted on Exhibit A attached hereto and incorporated by reference herein) near the intersection of the adjacent Ameren Missouri transmission line and a splice box located on the substation arbor within the Alfermann Substation.
- With the respect to the East 138kV Line, a splice box located at Structure E-70 (as depicted on Exhibit A) near the intersection of the adjacent Ameren Missouri transmission line and a splice box located on the substation arbor within the

Alfermann Substation.

(b) Licensee shall be entitled to use the Licensed Fibers for any lawful communication purposes during the Term (as defined below) in accordance with this License Agreement and any applicable easements or rights-of-way; *provided, however*, Licensee shall not use the Licensed Fibers or any of its communication equipment in any manner that physically or electronically interferes in any way with, or otherwise adversely affects the use of the Transmission Facilities, the OPGW, any of Licensor's other fiber optic strands not included in the Licensed Fibers (the "*Non-Licensed Fibers*"), or any other equipment along or near the Transmission Facilities.

(c) [REDACTED]

(d) Licensee may access the Licensed Fibers at splice boxes located at the following locations (collectively referred to hereinafter as the "*Access Points*"):

- With the respect to the West 138kV Line, splice boxes located at Structures W-43, W-40, and W-23 (as depicted on Exhibit A).
- With the respect to the East 138kV Line, splice boxes located at Structures E-70, E-60, E-47, E-28, E-13 and E-11 (as depicted on Exhibit A).

(e) Licensee may only make fiber tube splice changes, on individual Licensed Fibers, at the splice box locations listed in Section (2)(d) with prior approval from Licensor, which shall not be unreasonably withheld.

(f) During the Term, at Licensee's request, the Parties shall negotiate in good faith, in view of then existing circumstances and conditions, the rates, terms and conditions of an amendment of this License Agreement to include one or more additional bundles of twelve (12) fibers within the OPGW and, if the Parties reach agreement on adding additional bundles, this License Agreement shall be amended to apply to all additional licensed bundles. In addition, during the Term, should any other and further property rights, licenses, permits, authorizations, consents, approvals, exceptions, exemptions or allowances, including any applications therefore, be needed for the use, operation and maintenance of the Transmission Facilities by Licensor, Licensee will cooperate with Licensor, at Licensor's cost and expense, to enable Licensor to acquire any such additional property rights, licenses, permits, authorizations, consents, approvals, exceptions, exemptions or allowances.

2. Effective Date and Term. This License Agreement shall become effective at the Closing, as defined in the APA (the "*Effective Date*") and shall expire twenty (20) years thereafter (the "*Initial Term*") unless terminated earlier in accordance with the terms of this License Agreement. Upon the expiration of the Initial Term, this License Agreement shall automatically renew for successive one (1) year terms (each a "*Renewal Term*") unless, not later than one hundred and eighty (180) days prior to the end of the Initial Term or any Renewal Term (as applicable), either Party gives written notice of non-renewal to the other Party. As used herein, "*Term*" shall mean both the Initial Term together with all Renewal Terms. Notwithstanding the foregoing, in the event

that (a) Licensor completely abandons the Transmission Facilities and provides at least one hundred eighty (180) days prior written notification of same to Licensee or (b) within three (3) years after the Effective Date, Licensee has either (i) not received all approvals, authorizations or other rights required for it to use the Licensed Fibers or (ii) not commenced actual use of the Licensed Fibers, the Term shall end automatically at the end of such notice period, or such non-use period, as the case may be, without further act of either Party.

3. Abandonment. If Licensor determines to abandon the Transmission Facilities and to sell the real estate and/or property rights on which the Transmission Facilities are located, in whole or in part, then before Licensor may sell such real estate to a third party, Licensor shall first offer the real estate and/or property rights to Licensee on the same terms and conditions as are offered by any potential third party purchaser. Licensee shall have sixty (60) days during which to accept said offer. If Licensee does not accept said offer within said period, Licensor shall be free to accept the third-party offer; provided, however, if Licensor does not enter into an agreement with the third party on said terms and conditions, and close the transaction within one hundred and twenty (120) days, Licensor's right to sell the real estate and/or property rights to the third party shall expire and the procedure described above in this Section 3 shall again be applicable.

4. License Fees and Notices.

(a) During the Term, Licensee shall pay a license fee to Licensor for the rights granted herein for the Licensed Fibers (the "*License Fee*") [REDACTED] the receipt of which is hereby acknowledged and the sufficiency of which is hereby agreed to by Licensor.

(b) The License Fee shall be deemed to include any maintenance fee unless such cost is incurred by Licensor due to the fault of Licensee or its contractor, in which event a maintenance fee, as calculated and determined by Licensor in accordance with Good Utility Practice (as defined herein), shall be separately invoiced and paid to Licensor by Licensee as Licensor shall specify via invoice. As used in this License Agreement, "*Good Utility Practice*" means any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as system operators.

(c) Payment owed under this License Agreement and notices to Licensor shall be directed to the following address:

c/o Ameren Services
Director - Real Estate
P.O. Box 66149 (M/C 700)

St. Louis, MO 63166-6149

unless Licensor subsequently notifies Licensee of Licensor's change in address.

(d) All notices to Licensee under this License Agreement shall be directed to the following address:

Rolla Municipal Utilities
P.O. Box 767
102 West 9th Street
Rolla, MO 65402-0767
Attn: General Manager
Facsimile: (573) 364-1540
E-mail: GeneralManager@rollamunicipalutilities.org

unless Licensee subsequently notifies Licensor of Licensee's change in address.

5. Licensor's Right to Terminate. In no event shall Licensee interfere with, impair, endanger or prevent the use, operation, expansion or access to Licensor's Transmission Facilities, the OPGW, or the Non-Licensed Fibers. Licensor may terminate this License Agreement when:

(a) In the reasonable judgment of Licensor, any additional or different equipment is installed by Licensee after the Effective Date and such equipment materially interferes with, impairs or prevents Licensor's present or intended use of the Transmission Facilities, the OPGW, or the Non-Licensed Fibers; or said equipment interferes with, impairs or prevents the present or intended use by the underlying fee owner, or other existing easements holders, licensees, or permittees; provided, however, Licensor provides no less than thirty (30) days prior written notice to Licensee of such termination and provided, further, that if Licensee cures or eliminates such interference prior to the expiration of such notice period, the License Agreement shall remain in full force and effect;

(b) Licensor determines that the Transmission Facilities are no longer necessary for Licensor's use and intends to abandon and dispose of such Transmission Facilities or the right-of-way associated therewith; provided, however, Licensor provides no less than one hundred eighty (180) days prior written notice to Licensee of such termination and provided, further, that the provisions of Section 3 shall survive any termination pursuant to this Section 5(b);

(c) Licensee breaches a material term or condition of this License Agreement; provided, however, Licensor provides no less than thirty (30) days prior written notice to Licensee of such termination and provided, further, that if Licensee cures such breach prior to the expiration of such notice period or, if such breach is not capable of being cured within such thirty (30) day period, Licensee proposes a reasonably acceptable cure plan to Licensor, implements and diligently pursues such cure plan, and cures such breach within the time frame of the cure plan, the License Agreement shall remain in full force and effect; or

(d) Licensee's actions or inactions endangers the safety or integrity of the

Transmission Facilities, the OPGW or the Non-Licensed Fibers; provided, however, that, prior to any termination pursuant to this Section 5(d), each of the following shall have occurred: (i) Licensors shall have interrupted Licensee's use of the Transmission Facilities and the Licensed Fibers pursuant to Section 9 hereof based on such endangerment; (ii) Licensors shall have addressed and remedied the endangerment in accordance with Good Utility Practice, and at Licensee's expense; (iii) Licensors shall have restored Licensee's use of the Transmission Facilities and/or the Licensed Fibers; (iv) following restoration of use, Licensee shall continue actions or inactions which endanger the Transmission Facilities, the OPGW or the Non-Licensed Fibers; and (v) Licensors shall have provided not less than five (5) days (or such shorter period as may be required by Good Utility Practice) prior written notice to Licensee of such termination and provided, further, that if Licensee remedies its behavior or eliminates such endangerment prior to the expiration of such notice period, the License Agreement shall remain in full force and effect.

Upon termination of this License Agreement, Licensee shall remove its communication equipment installed at the Access Points, including any splices to additional Lessee-owned fibers, within thirty (30) days of termination, provided that all such removal activities shall be performed in a safe, workmanlike manner and without damage or interference to the property of Licensors or others. If Licensee fails to remove such equipment by the end of such thirty (30) day period, Licensors shall have the right to undertake such removal in accordance with Good Utility Practice and Licensee shall reimburse Licensors for its reasonable costs to perform such removal.

6. Licensors's Facilities. Licensors will operate, maintain and, if necessary, repair or replace, the Transmission Facilities and the OPGW in accordance with the requirements and specifications of applicable law and Good Utility Practice. Licensors makes no express or implied warranties of any kind with respect to the Licensed Fibers, including, without limitation, any warranty of suitability, reliability or fitness of the Licensed Fibers for any particular purpose.

7. Disclaimer of Consequential Damages. Notwithstanding any provision of this License Agreement to the contrary, Licensee: (a) agrees that Licensors shall not be liable to Licensee for any indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claims from any customers, loss of use or loss of profit) sustained or incurred by Licensee, or its successors or assigns, regardless of the form of action, whether based on statute, contract, warranty or tort (including negligence and strict liability); and (b) hereby releases Licensors and its respective agents, officers, employees and representatives from any claim or liability for any such indirect, incidental, special, punitive or consequential damages.

8. Modification of Facilities. Licensors reserves for itself, its successors and assigns, the right, privilege and authority to continue to use and occupy its Transmission Facilities for any purpose whatsoever, including, without limitation, modifying or expanding its facilities and related equipment presently in place thereon. Licensee accepts its rights hereunder are subject to this reservation and agrees that if future modifications or expansions to the Transmission Facilities shall threaten or damage the integrity of, or interfere with the use of, the Licensed Fibers and/or Licensee's equipment, Licensors shall, at its sole cost and expense, relocate the Licensed Fibers and/or said equipment to make it compatible with Licensors's modified or expanded facilities.

9. Interruptions or Termination. In the event of termination of this License

Agreement, or in the event Licensor interrupts Licensee's use of the Transmission Facilities or the Licensed Fibers to prevent any action or inaction of Licensee from endangering the safety or integrity of the Transmission Facilities, the OPGW or the Non-Licensed Fibers, or in the event Licensee is otherwise temporarily prevented from using any of the Transmission Facilities or the Licensed Fibers, Licensor shall not be liable to Licensee for any interruptions of service, or for interference with the operations of Licensee's equipment or Licensed Fibers. Licensor does not guarantee Licensee or any third party uninterrupted use of the Licensed Fibers or availability of the Licensed Fibers. In the event of Licensor's interruption of Licensee's use of the Transmission Facilities or the Licensed Fibers to prevent endangerment, Licensor agrees to give Licensee at least five (5) days (or such shorter period as may be prescribed by Good Utility Practice) prior written notice of interruption. In addition, Licensor may require any or all of the Transmission Facilities to be de-energized in order to perform planned work, in which event, Licensor agrees to give Licensee at least five (5) days (or such longer period, not more than thirty (30) days, as may be prescribed by Good Utility Practice) prior written notice of a planned outage affecting the availability of the Licensed Fibers hereunder. The Licensed Fibers, including strands and splices shall be maintained in accordance with industry standards so that the average attenuation, not including end terminal connections or end site splice losses along each fiber, does not exceed .25 dB per kilometer at a 1550 nanometer wavelength, at the time of fiber route acceptance plus 0.1 dB per kilometer for additional splice loss. If the fiber loss exceeds the above described performance limits, Licensor shall use commercially reasonable efforts to undertake repairs to restore the performance of the Licensed Fibers. In no event shall Licensor be required to install new optical ground wire to comply with the obligations under this Section 9. However, if, during the Term, the OPGW is replaced by Licensor (as determined in its sole discretion), Licensor will make available to Licensee the Licensed Fibers through the replacement OPGW in accordance with this License Agreement.

10. Non-Assignable. This License is personal to Licensee and cannot be assigned or sublicensed, in whole or in part, without the prior written consent of Licensor. No consent shall be required in the instance of Licensee's partial or complete assignment or sublicense of this License to the City of Rolla, Missouri, any political subdivision thereof or any wholly owned subsidiary of Licensee (as long as such subsidiary is and remains wholly-owned by Licensee), with prior written notice to Licensor. Licensee's use of its communication equipment, or its existence on Licensor's Transmission Facilities, shall not create or vest in Licensee any ownership or property right in the Transmission Facilities.

11. Compliance with Laws. As and to the extent applicable, Licensee shall comply with and shall require all persons acting under Licensee, including without limitation, agents, contractors and employees, to comply with all applicable laws, regulations, and codes, including without limitation applicable provisions of the latest edition of the National Electrical Safety Code, the Overhead Power Line Safety Act, Sections 319.075 through 319.090 RSMo., the Underground Facility Safety and Damage Prevention Act, Sections 319.015 through 319.050 RSMo., (collectively, "**Laws**"), as such Laws may be amended from time to time. Nothing contained in this instrument shall be construed to relieve Licensee, or any person(s) acting under Licensee from the duty to comply with Laws. Licensee shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location and nature of Licensor's electric lines and electrical facilities.

12. Permits. If, during the Term, Licensee changes the functions performed by the Licensed Fibers from those functions performed as of the Effective Date and such change requires any governmental approval or the acquisition of additional real estate rights or interests Licensee, at its sole cost and expense, shall be solely responsible for securing and maintaining in effect all federal, state and local permits and licenses required for the changed use of the Licensed Fibers and operation of its equipment, including, without limitation, zoning, building, health, property rights, environmental or communication permits or licenses, and shall indemnify Licensor against payment of any fines or penalties that may be levied against Licensor for failure by Licensee to procure or to comply with such permits or licenses, as well as any reasonable remedial costs to cure violations thereof.

13. Representations. Licensor does not represent or warrant that it has the right to grant to Licensee the use of any right-of-way or easement upon which Licensor's Transmission Facilities are located, nor to defend Licensee in the use of same. Licensee shall be solely responsible for the procurement of all necessary easements and land rights necessary for its equipment, and warrants and represents that prior to accessing Licensor's Transmission Facilities, or the right-of-way upon which the Transmission Facilities are located, Licensee will have secured all other approvals and third party consents, including but not limited to the consent of any landowner or other entity holding title to the real estate improved by the Transmission Facilities. Upon the request of Licensor, Licensee shall submit evidence satisfactory to Licensor that it has the appropriate authority and has obtained all required consents. Subject to the limitations in Section 16(b), Licensee shall defend, indemnify, and hold Licensor, its parent company and affiliates thereof, as well as any of their employees, officers, agents and assigns (each, a "***Licensor Indemnified Party***"), harmless against any claim, liability, cost, or expense, including reasonable attorney's fees, which may result, directly or indirectly, from the failure to comply with the requirements in this Section, including but not limited to, claims related to any sub-licensee or other third party utilizing the Licensed Fibers. The indemnity pursuant to this section shall apply to all claims brought against any Indemnified Party, regardless of the legal or equitable theory pursued, or the relief requested. Any failure to request or obtain such required evidence, shall not excuse the Licensee from its obligations pursuant to this section.

14. Damage to Licensed Fibers. Licensors, its employees, representatives, agents, and any other Licensees or lessees of the Licensor assume no responsibility for the safekeeping of the Licensed Fibers or any property of Licensee, nor shall Licensor, its employees, representatives, or agents be liable for any damage to or loss or theft of Licensee's Licensed Fibers or equipment. Notwithstanding the foregoing, Licensor shall be responsible for all costs and expenses arising out of the damage to the Licensed Fibers caused by or attributable to the negligent acts or omissions, or the misconduct, of Licensor, its employees, representatives, or agents.

15. Notice of Damage. Licensor, promptly after it, or any of its employees, representatives, agents, or other licensees or lessees cause damage to the Licensed Fibers or other property of Licensee located on the Transmission Facilities, shall notify Licensee of the date of occurrence, nature and extent of such damage. Further, Licensor, as reasonably practical after it obtains actual knowledge of any damage to the Licensed Fibers or other property of Licensee on the Transmission Facilities caused by third parties or outside influences, shall notify Licensee of the damage so coming to its attention. Licensee, promptly after it, or any of its employees, representatives, agents, or permitted sub-licensee or sub-lessee cause damage to the Transmission Facilities, shall notify Licensor of the date of occurrence, nature and extent of such damage. Further, Licensee, as reasonably practical after it obtains actual knowledge of any damage to the Transmission Facilities caused by third parties or outside influences, shall notify Licensor of the damage so coming to its attention.

16. Indemnification by Licensee.

(a) Subject to the terms and conditions of this Section 16, including, without limitation, Section 16(b), and to the limitations of Section 7, Licensee shall defend, indemnify, keep, save, and hold harmless each Licensor Indemnified Party, from and against any and all liability, claims, demands, suits, judgments, losses, damages, costs, attorney fees, and expenses ("**Losses**") arising from

- (i) Licensee's breach of this License Agreement;
- (ii) any violation of Laws; or
- (iii) damage to, loss or destruction of the property of any person or persons whomsoever, or from injuries to or death of any person or persons whomsoever,

to the extent caused by Licensee, whether or not such loss, injury, or death has been alleged to be caused in whole or in part by the negligence of Licensor, its agents, or employees. This indemnity obligation shall include, but not be limited to any claims related to the representations made by Licensee in Section 11. Notwithstanding anything to the contrary in this License Agreement, the indemnity obligation of Licensee shall not apply to any Losses to the extent caused by the negligent or intentional act or omission of any Licensor Indemnified Party.

(b) Notwithstanding the foregoing, Licensee's obligations to indemnify under this Section 16, Section 13 and Section 21(b) shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of Licensee's sovereign

immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of Licensee to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

17. Indemnification by Licensors.

(a) Subject to the terms and conditions of this Section 17, and the limitations of Section 7, Licensors shall defend, indemnify, keep, save, and hold harmless Licensee and its representatives (each, a “*Licensee Indemnified Party*”), from and against any and all Losses arising from

- (i) Licensors’ breach of this License Agreement;
- (ii) any violation of Laws; or
- (iii) damage to, loss or destruction of the property of any person or persons whomsoever, or from injuries to or death of any person or persons whomsoever,

to the extent caused by Licensors, whether or not such loss, injury, or death has been alleged to be caused in whole or in part by the negligence of Licensee, its agents, or employees. Notwithstanding anything to the contrary in this License Agreement, the indemnity obligation of Licensors shall not apply to any Losses to the extent caused by the negligent or intentional act or omission of any Licensee Indemnified Party.

18. Indemnity Procedure. If any Indemnified Party receives notice of the assertion or commencement of any claim against such Indemnified Party with respect to which either Licensors or Licensee, as applicable (the “*Indemnifying Party*”), is obligated to provide indemnification under this License Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after receipt of such notice of such claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the expense or loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* the Indemnifying Party shall not have the right to defend or direct the defense of any claim that seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any claim, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if

in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this License Agreement, or fails to diligently prosecute the defense of such claim, the Indemnified Party may pay, compromise, defend such claim and seek indemnification for any and all expenses and losses based upon, arising from or relating to such claim. Notwithstanding any other provision of this License Agreement, the Indemnifying Party shall not enter into settlement of any claim without the prior written consent of the Indemnified Party, except that: (i) if a firm offer is made to settle a claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party; (ii) such offer provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such claim; (iii) the Indemnifying Party desires to accept and agree to such offer and gives written notice to that effect to the Indemnified Party; (iv) the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, and (v) the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such claim, the Indemnifying Party may settle the claim upon the terms set forth in such firm offer. If the Indemnified Party has assumed the defense of the claim, and fails to agree to a settlement offer acceptable to the Indemnifying Party, then and in such event, the maximum liability of the Indemnifying Party as to such claim shall not exceed the amount of such settlement offer.

19. Insurance. During the Term of this License Agreement, the Parties and each of their respective contractors and subcontractors shall maintain (a) a policy of commercial general liability insurance, including products/completed operations, with combined single limits, per occurrence, of not less than \$1,000,000 for bodily injury, including death and property damage, insuring against any injury or damage to persons or property that may result from such Party's use or access to the Transmission Facilities, (b) worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 each accident/disease, (c) whenever any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this License Agreement, comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence, and (d) excess liability insurance with a limit of not less than \$2,000,000 per occurrence (such insurance shall be excess over items (a) and (b) listed above in this Section 19). Each of the Parties shall have the other named as additional insured under the above listed insurance policies, and provide the other Party with certificates of insurance evidencing such insurance coverage, including, without limitation, an additional insured endorsement. The above- required coverages may be satisfied by the use of primary policies, excess policies or a combination of both. The Parties shall be entitled to self-insure any or all of the above insurance coverages. Licensor acknowledges that Licensee's current insurance arrangements through the Missouri Intergovernmental Risk Management Association, which provides for per-occurrence coverage of \$2,500,000 but which excludes any excess liability insurance, constitutes acceptable self-insurance for purposes of this License Agreement and shall be deemed to satisfy the requirements of this Section 19 (subject to Licensee naming Licensor as an additional insured for commercial general liability coverage as described above).

20. No Third Party Beneficiaries. This License Agreement does not provide third parties (including, without limitation, customers of Licensee) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that the provisions hereof involving indemnification or limitations of liability of either Party shall also inure to the benefit of that Party's employees, officers, agents and representatives and Licensee may sublicense rights hereunder to the City of Rolla, any political subdivision thereof, or Licensee's wholly-owned subsidiaries (for so long as such subsidiaries remain wholly owned).

21. Liens and Taxes.

(a) Licensee shall save harmless Licensor from and against any and all liens arising out of Licensee's exercise of its rights and performance of its duties hereunder. Licensor is and shall at all times remain the owner of the Transmission Facilities.

(b) Licensee shall pay directly to the pertinent tax authorities all taxes and assessments levied against the Licensee's equipment and its use of the Transmission Facilities hereunder. If, during the Term, Licensee changes the functions performed by the Licensed Fiber from those functions performed as of the Effective Date, subject to the limitations in Section 16(b), Licensee shall indemnify and hold harmless Licensor's property from any associated liens or encumbrances to accommodate such change. If applicable, Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Licensee's equipment or its use of the Transmission Facilities hereunder to accommodate such change. In addition, Licensee shall reimburse Licensor for any additional taxes including, without limitation, sales, use, gross receipts, and excise taxes, assessments, fees, duties or charges of any governmental entity (federal, state, regional or local) paid by Licensor as a result of the fees charged to and collected from Licensee related to the Transmission Facilities or any other use by Licensee to accommodate such change pursuant to this License Agreement. Licensee shall make such reimbursements within thirty (30) days of receipt of notice of such additional taxes. Licensee may contest, at its own expense, any tax or assessment imposed in connection with Licensee's property or other uses thereof.

22. Force Majeure. Any obligation or performance of either party hereunder, except for the payment of money, shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightening, unusually severe weather, material or facility shortages or unavailability, lack of transportation, legal inability to access property, acts of governmental authority or Law, condemnation or the exercise of rights of eminent domain, war, civil disorder or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform without unreasonable delay whenever such causes are removed or cease to exist.

23. Operations & Coordination Plan. In addition to the other provisions of this License Agreement, the Parties will jointly develop, abide by and conform to an Operations & Coordination Plan that will be owned and maintained by Licensor. All revisions to the Operations & Coordination Plan shall be discussed by the Parties and agreed to in writing.

24. Miscellaneous. This License Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements related thereto. Any addition or modification to the terms hereof shall be in a writing referencing this License Agreement and signed by Licensor and Licensee. No waiver of any right under this License Agreement shall be effective for any purpose unless in writing, signed by the party possessing the right nor shall any such waiver be constructed to be a waiver of any subsequent right or term of this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns. This License Agreement shall be governed by the laws of the State of Missouri, without regards to its conflicts of law principles. If either Party brings any action or proceeding for the enforcement, protection or establishment of any right or remedy under this License Agreement or for the interpretation of this License Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding. This License Agreement may be executed in counterparts, and by manual, facsimile, or .pdf signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be executed by their authorized representatives as of the date set below their respective signatures.

AMEREN TRANSMISSION COMPANY
OF ILLINOIS
“Licensor”

By: _____
Name:
Title:

THE CITY OF ROLLA, MISSOURI,
ACTING THROUGH ITS BOARD OF
PUBLIC WORKS
“Licensee”

By: _____
Name:
Title:

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: ASSIGNMENT OF EASEMENT AGREEMENTS AND
RESERVATION OF RIGHTS

DATE OF DOCUMENT: August 15, 2018

GRANTOR/ASSIGNOR: **THE CITY OF ROLLA, MISSOURI, ACTING BY AND**
MAILING ADDRESS: **THROUGH ITS BOARD OF PUBLIC WORKS**
102 West 9th Street
Rolla, MO 65402

GRANTEE(S)/ASSIGNEE(S): **AMEREN TRANSMISSION COMPANY OF ILLINOIS**

1901 Chouteau Avenue
PO Box 66149
MAILING ADDRESS: St. Louis, MO 63166-6149

LEGAL DESCRIPTION: See **Exhibit B (Page B-1)** attached hereto

REFERENCE BOOK AND PAGE:

ASSIGNMENT OF EASEMENT AGREEMENTS AND RESERVATION OF RIGHTS

This Assignment of Easement Agreements and Reservation of Rights (this “Assignment Agreement”), is entered into as of this 15th day of August, 2018 (the “Effective Date”), by and between The City of Rolla, Missouri, acting by and through its Board of Public Works, a municipal corporation organized under the laws of Missouri, (“Rolla”) and Ameren Transmission Company of Illinois, an Illinois corporation (“Assignee”). Each of Rolla and Assignee is a “Party” and collectively, the “Parties”.

RECITALS:

A. Rolla is the owner of certain utility easements and real property rights located in Phelps County, Missouri (collectively, the “Easement Rights”), upon which Rolla owns and operates certain equipment, including without limitation optical ground wires, sub-transmission and distribution lines, structures, water and sewer lines, and other equipment associated with specific transmission lines and other utility services of Rolla, generally consisting of two 138kV transmission lines, both emanating from the Alfermann Substation of Rolla. The Easement Rights are more fully described herein and in the instruments listed on **Exhibit A** attached hereto and incorporated.

B. Pursuant to that certain Asset Purchase Agreement, dated August 15, 2018 (the “Asset Agreement”) by and between Rolla and Assignee, Rolla is, as of the Effective Date, selling to Assignee the above-referenced transmission lines, as more particularly described therein.

C. In connection with the sale of the transmission lines and other assets described in the Asset Agreement, Rolla is concurrently assigning and transferring the Easement Rights owned by Rolla to Assignee, subject to the reservation of certain rights by Rolla.

D. Assignee desires to accept the assignment of the Easement Rights, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Rolla and Assignee agree as follows:

1. Description of Easement Rights. The Easement Rights are the easements and other rights and interests owned or held by Rolla and described in the instruments creating or identifying such easements, rights, interests, title and privileges which are listed on **Exhibit A**, (the “Easement Agreements”), which also lists the recording information for such instruments. All provisions of the Easement Rights set forth in such instruments listed on **Exhibit A** are incorporated herein. The legal descriptions of any properties on which the assignment of the Easement Rights only applies for a portion of that property are set forth in **Exhibit B** attached hereto and incorporated (the “Easement Properties”).

2. Assignment of Easement Rights. Rolla hereby conveys, assigns, transfers, grants and delivers to Assignee, all of Rolla’s right, title and interest in and to all of the Easement Rights and Easement Agreements, with the exception of the Reservation of Rights (defined herein), to have and to hold such Easement Rights and Easement Agreements to Assignee.

3. Assumption of Liabilities. Assignee hereby accepts, assumes and agrees to perform or discharge the duties and obligations of Rolla in the Easement Rights and Easement Agreements (excluding all duties and obligations in the Reservation of Rights), in accordance with the respective terms of the

Easement Rights and Easement Agreements which first arise or accrue on and after the Effective Date. Assignee does not assume and has no responsibility or liability for the Reservation of Rights.

4. Reservation of Rights. Rolla hereby reserves from the conveyance of Easement Right, for the benefit and continued ownership of Rolla or its licensees or permittees the right to construct, reconstruct, repair, remove, patrol, inspect, operate, and maintain, solely as permitted under the Easement Rights, the assets set forth on Exhibit C attached hereto and incorporated herein (the “Reservation of Rights”) to the extent located on the Easement Properties. Rolla shall not, in exercising any of its rights under the Reservation of Rights, interfere with the assignment and grant to Assignee in this Assignment Agreement.

5. Assignment. Rolla may not, without the prior written approval of Assignee in each instance, assign, convey or transfer any of the Reservation of Rights.

6. Definitions. Except as defined otherwise in this Assignment Agreement, all capitalized terms shall have the meanings ascribed to such terms in the Asset Agreement.

7. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

8. Amendment and Modification. This Assignment Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

9. Counterparts. This Assignment Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument.

10. Binding Effect. The assignment of the Easement Rights and the Reservation of Rights created and imposed herein shall be effective upon the Effective Date and shall continue in full force and effect and shall run with land, to the benefit of and being binding upon Rolla and Assignee and all owners of the Easement Rights, and their successors, successors-in-title, and assigns, subject to the terms and provisions of the Easement Agreements.

11. Severability. In the event any provision or portion of this Assignment Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. No Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Easement Rights or any portions of the Easement Properties, to the general public.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement as of the date first above written.

ASSIGNOR:

**THE CITY OF ROLLA, MISSOURI,
ACTING BY AND THROUGH ITS
BOARD OF PUBLIC WORKS**

By _____

Name:

Title:

ASSIGNEE:

**AMEREN TRANSMISSION
COMPANY OF ILLINOIS**

By _____

Name:

Title:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me
appeared _____, to me personally known, who, being by me duly sworn did
say that (s)he is the _____ of the City of Rolla, Missouri, acting through its Board of
Public Works, a municipal corporation, and that the foregoing instrument was signed on behalf of such
corporation by authority of _____, and said individual acknowledged said instrument to
be the free act and deed of the City of Rolla, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
City and State set forth above on the date last written above.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me
appeared _____, to me personally known, who, being by me duly sworn did
say that (s)he is the _____ of the Ameren Transmission Company of Illinois, an
Illinois corporation, and that the foregoing instrument was signed on behalf of such corporation by authority
of its board of directors, and said individual acknowledged said instrument to be the free act and deed of
the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
City and State set forth above on the date last written above.

Notary Public

My term expires:

EXHIBIT A

Description of the Instruments for the Easement Rights

Grantor	Grantee	Date of Instrument	Recording Information			County	Section	Township	Range	Agreement Type	Agreement ID	MAP #
			Book	Page	Recording ID							
LLOYD & JULIA JACKSON *	UNION ELECTRIC COMPANY	06/05/1950	129	553		PHELPS	29	T 38 N	R 07 W	EASEMENT	226799	1
ERNEST & BERTHA PERROT	UNION ELECTRIC COMPANY	01/09/1951	133	107		PHELPS	30	T 38 N	R 07 W	EASEMENT	226803	2
VERNIE & LILLIAN CRAIN	UNION ELECTRIC COMPANY	07/21/1950	129	611		PHELPS	30	T 38 N	R 07 W	EASEMENT	226806	3
FRED & MARIE LENTZ	UNION ELECTRIC COMPANY	07/21/1950	129	616		PHELPS	31	T 38 N	R 07 W	EASEMENT	226807	4
ROLLA MUTUAL AID SOCIETY	UNION ELECTRIC COMPANY	07/21/1950	129	615		PHELPS	31	T 38 N	R 07 W	OVERHANG EASEMENT	226810	6
J & CYNTHIA WELCH	UNION ELECTRIC COMPANY	06/29/1950	132	567		PHELPS	29	T 38 N	R 07 W	EASEMENT	226831	7
O.C. & LEAH DENISON	UNION ELECTRIC COMPANY	07/21/1950	129	613		PHELPS	28	T 38 N	R 07 W	EASEMENT	226833	8
CARL & MARJORIE POHLE	UNION ELECTRIC COMPANY	06/29/1950	129	591		PHELPS	33	T 38 N	R 07 W	EASEMENT	226835	9
FRANK & MARJORIE PINKSTON	UNION ELECTRIC COMPANY	06/29/1950	129	589		PHELPS	33	T 38 N	R 07 W	EASEMENT	226839	10
IDA & HERBERT COLLINS	UNION ELECTRIC COMPANY	06/14/1950	129	552		PHELPS	31	T 38 N	R 07 W	EASEMENT	226849	12
IDA & HERBERT COLLINS	UNION ELECTRIC COMPANY	06/14/1950	129	552		PHELPS	6	T 37 N	R 07 W	EASEMENT	226849	12
GEORGE & EVA HAAS	UNION ELECTRIC COMPANY	06/29/1950	129	570		PHELPS	31	T 38 N	R 07 W	EASEMENT	226847	13
CLARA & OTTO FRANZ	UNION ELECTRIC COMPANY	06/29/1950	129	579		PHELPS	4	T 37 N	R 07 W	EASEMENT	226842	14
EDITH TAYLOR	UNION ELECTRIC COMPANY	06/29/1950	129	587		PHELPS	5	T 37 N	R 07 W	EASEMENT	226843	15
LIONEL & BERNICE FITZWATER	UNION ELECTRIC COMPANY	06/29/1950	129	573		PHELPS	5	T 37 N	R 07 W	EASEMENT	226844	16
ED & ETTA DANIEL	UNION ELECTRIC COMPANY	06/29/1950	129	581		PHELPS	32	T 38 N	R 07 W	EASEMENT	226845	17
HARRY FRANZ	UNION ELECTRIC COMPANY	06/29/1950	129	575		PHELPS	32	T 38 N	R 07 W	EASEMENT	226846	18
AUTHUR & LEA FOSTER	UNION ELECTRIC COMPANY	07/21/1950	129	617		PHELPS	31	T 38 N	R 07 W	EASEMENT	226848	19
AUTHUR & LEA FOSTER	UNION ELECTRIC COMPANY	07/21/1950	129	617		PHELPS	6	T 37 N	R 07 W	EASEMENT	226848	19
LORETTA LOUGHRIDGE ETAL	CITY OF ROLLA	06/22/2010			2010-3301	PHELPS	31	T 38 N	R 07 W	EASEMENT		20
CITY OF ROLLA	CITY OF ROLLA, MISSOURI	07/15/2010			2010-3717	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		21
CITY OF ROLLA	CITY OF ROLLA, MISSOURI	07/15/2010			2010-3717	PHELPS	31	T 38 N	R 07 W	UTILITY EASEMENT		21
MOLY DEV PROJECT,LLC	CITY OF ROLLA	04/05/2010			2010-1817	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
JOHN & JOAN DIETZMANN	CITY OF ROLLA	10/08/2009			2009-5764	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
INVESTMENT REALITY,LLC	CITY OF ROLLA	10/20/2009			2009-5967	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
BILLY & DIANNA WILLIAMS	CITY OF ROLLA	06/25/2010			2010-3356	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
JOSH RATLIFF	CITY OF ROLLA	01/11/2010			2010-0160	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
RRIBACK HOLDINGS	CITY OF ROLLA	10/20/2009			2009-5965	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
MEAD TECHNOLOGIES,INC	CITY OF ROLLA	11/17/2009			2009-6497	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
NEIL INVESTMENTS,LLC	CITY OF ROLLA	10/08/2009			2009-5763	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		
ARNOLD RENTALS	CITY OF ROLLA	06/18/2009			2009-3299	PHELPS	1	T 37 N	R 08 W	UTILITY EASEMENT		
ROLLA COM DEV CORP	CITY OF ROLLA	06/15/2009			2009-3229	PHELPS	30	T 38 N	R 07 W	UTILITY EASEMENT		
CHARLES RAY	CITY OF ROLLA	06/18/2009			2009-3300	PHELPS	30	T 38 N	R 07 W	UTILITY EASEMENT		
STEVENS RENTAL COMPANY,LLC	CITY OF ROLLA	06/18/2009			2009-3301	PHELPS	30	T 38 N	R 07 W	UTILITY EASEMENT		
S&R SELF STORAGE LLC	CITY OF ROLLA	01/10/2011			2011-0303	PHELPS	36	T 38 N	R 08 W	UTILITY EASEMENT		

* Partial Assignment. See Exhibit B for legal description of the easement rights to be assigned.

EXHIBIT B

Legal Descriptions of the Easement Properties

Legal description of the portion of the Jackson Easement to be assigned to ATXI:

An easement in, on, upon, along, over, through, across and under part of the East Half of the Northeast Quarter of Section 29, Township 38 North, Range 7 West of the Fifth Principal Meridian and being more particularly described as follows: Beginning at an iron pin at the Southeast corner of the aforesaid Northeast Quarter of Section 29; Thence North 88°59'44" West along the South line of said Northeast Quarter a distance of 42.13 feet; Thence North 00°15'46" West a distance of 999.03 feet to the Northern boundary line of a tract of conveyed to No Tengo Nada, LLC, a Missouri Limited Liability Company, by deed recorded as Document No. 2013-3427 in the Phelps County, Missouri land records; Thence North 89°38'27" East along said Northern boundary line a distance of 40.77 feet to the East line of aforesaid Section 29 at the most East Northeast corner of said No Tengo Nada, LLC tract, from which an iron pipe bears South 89°38'27" West a distance of 15.72 feet; Thence South 00°20'23" East along said section line a distance of 1000.05 feet to the beginning containing 0.95 acre.

EXHIBIT C

- All existing and future 12kV and 34.5kV underbuild supported by the 138kV structures, which include the conductor, insulators and associated hardware that connect the structures
- All 12kV transformers and equipment owned by Seller and used to operate and maintain its 12kV lines;
- Any existing communications equipment that is connected to the OPGW to be acquired by Assignee;
- All existing and future water and sewer lines;
- All structures that only support 12 kV and 34.5 kV conductor and hardware.

Substation Easement (Corporation)

REMS INFORMATION

Agreement ID:

Project ID:

SUBSTATION AND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this 15th day of August 2018, that The City of Rolla, Missouri, a municipal corporation of the State of Missouri, acting by and through its Board of Public Works, its successors and assigns whether one or more and whether an individual, individuals (hereinafter "Grantor"), for and in consideration of the sum of Forty Thousand and No/100ths Dollars (\$40,000.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN TRANSMISSION COMPANY OF ILLINOIS, an Illinois corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual and exclusive right and easement pursuant to the terms contained herein and subject to Grantor's reservation of rights expressed herein, to construct, reconstruct, use, operate, and maintain a substation and all appurtenances thereto, including but not limited to transformers, switches, ground grid, control enclosures, above and below ground cable and wire, communications cable or wire, and to enclose said facilities with a protective fence, for the transforming, metering, conveying, and transmission of electrical energy ("Substation Facilities") upon, over, and under the following land in Section 1, Township 37 North, Range 8 West, P.M., Phelps County, Missouri, to-wit:

The East One Hundred Twenty-Six (126.00) feet of Lot 2, and all of Lots 3 and 4 of PINE CREEK COMMERCIAL PARK PLAT NO. 1, a subdivision located in the East Half of Lot 2 of the NW $\frac{1}{4}$ of Section 1, Township 37 North, Range 8 West of the 5th Principal Meridian; City of Rolla, County of Phelps, State of Missouri; reference being had to the Final Plat thereof as recorded in the Recorder's Office of Phelps County, Missouri on October 26, 2000 as Document Number 2000-7422.

Graphic representation shown on Exhibit "A", attached hereto and made a part hereof.
Address of Property: 2175 Farrar Drive, Rolla, MO

Permanent Parcel Number: 06203.03

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to use reasonable working space adjacent to said easement tract during construction or maintenance of said substation, and to trim, control, cut and remove, or cause to be removed, at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and with the further right to remove at any time any or all of the said substation, and appurtenances thereto, constructed upon, over or under said land

by virtue hereof and to do such other things as are necessary or convenient for the exercise of the rights hereinabove conveyed.

The Easement and rights conveyed to Grantee herein are and remain subject to the continued right of Grantor, its licensees, franchisees, permittees and assigns, to own, construct, reconstruct, repair, remove, expand, patrol, inspect, operate, and maintain any of Grantor's assets, equipment, infrastructure or appurtenances which are currently situated in, on, above or below the area of the easement described above.

Prior to construction of any Substation Facilities, Grantee shall provide Grantor with plans including locations of the proposed Substation Facilities. Grantee and Grantor will cooperate in good faith to share information regarding such Substation Facilities and Grantor's approval of such plans and location of Substation Facilities will not be unreasonably withheld.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's Substation Facilities and shall reimburse the owner thereof for such loss or damages.

Grantee covenants and agrees, at Grantee's sole cost and expense, to indemnify, defend (with legal counsel reasonably acceptable to Grantor), and hold the Grantor, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, proceedings, losses, judgments, damages, encumbrances, liens, defense costs, including attorney fees, that may be incurred by, asserted or awarded against the Grantor as a result of or arising out of the Grantee's construction, operation, maintenance or repair of Grantee's Substation Facilities, or as a result of or arising out of the Grantee's exercise of any of its rights under this Easement, by Grantee, its agents, employees, subcontractors, legal representatives or assigns. Such indemnification obligation of Grantee shall be binding upon Grantee, and its successors and assigns, and shall survive any termination of this Easement or any termination of any of the rights granted Grantee under this Easement, whether any such claim, suit, proceeding, loss, judgment, damage, encumbrance, lien, defense cost, including attorney fees, have been asserted or instituted, or are then known or unknown to the parties, or whether the same are yet capable of ascertainment.

Grantor does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that during any such time that Grantor is such owner, Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that during any such time that Grantor is such Owner, Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the Mayor of the City of Rolla, Missouri, has caused these presents to be signed.

THE CITY OF ROLLA, MISSOURI,
ACTING BY AND THROUGH ITS
BOARD OF PUBLIC WORKS

By: _____

Name: _____

Title: _____

STATE OF MISSOURI

COUNTY OF _____

} SS

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the City of Rolla, Missouri, acting through its Board of Public Works, a municipal corporation and that the foregoing instrument is the city seal of said city and that said instrument was signed and sealed in behalf of said city by authority of its Board of Aldermen, and said Mayor acknowledged said instrument to be the free act and deed of said municipality.

My Commission expires _____.

Notary Public

Prepared by:

Return to:

WR#

06/22/18

