

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SOUTH CENTRAL MCN LLC**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (Agreement) is made this 12<sup>th</sup> day of August, 2015, by GridLiance Heartland LLC, a Delaware limited liability company (Member).

WHEREAS, the Member (f/k/a GCP Transmission Holdings, LLC) caused South Central MCN LLC (f/k/a South Central Municipal-Cooperative Network, LLC) to be formed as a limited liability company under the Delaware Limited Liability Company Act (Act) and adopted the Limited Liability Company Agreement of the Company as of this 7<sup>th</sup> day of March, 2014;

WHEREAS, the Member now desires to amend and restate the initial Limited Liability Company Agreement of the Company.

NOW, THEREFORE, the Member agrees as follows:

**ARTICLE I  
ORGANIZATION**

1.1. **Formation of the Company.** The Member has formed the Company pursuant to the Act for the purposes set forth in this Agreement. The Member has caused to be filed in the office of the Delaware Secretary of State a Certificate of Formation (Certificate) to form the Company as a limited liability company under the Act.

1.2. **Name.** The name of the Company is South Central MCN LLC and all business of the Company shall be conducted under that name, or such other name as shall be approved by the Board of Directors.

1.3. **Principal Office.** The principal office of the Company shall be located at such place as the Board of Directors may determine from time to time.

1.4. **Registered Office and Registered Agent.** The location of the registered office and the name of the resident agent of the Company in the State of Delaware shall be as stated in the Certificate of Formation, or as otherwise approved and re-designated by the Board of Directors or the Member.

1.5. **Purpose.** The Company shall be organized for a profit and is hereby authorized to engage in any act or activity permitted by law. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose or purposes and operate its business or businesses.

1.6. **Term.** The Company's duration shall be perpetual, unless it is sooner dissolved and its affairs wound up in accordance with this Agreement.

1.7. **Powers of Organizer.** The powers of the Authorized Representative of the Company, as such person is identified in the Certificate of Formation of the Company, ceased upon the filing of Certificate of Formation of the Company with the Delaware Secretary of State.

**ARTICLE II**  
**CAPITAL CONTRIBUTIONS**

2.1. **Capital Contributions.** The Member has made contributions to the capital of the Company as set forth in the books and records of the Company, or will make contributions to the capital of the Company, such contributions to be set forth in the books and records of the Company.

2.2. **Capital Accounts.** A capital account (Capital Account) shall be maintained for the Member. The Member's Capital Account shall be: (a) credited with the amount of cash and the value of other property the Member contributes to the Company and the allocations to the Member of Company income, gain, and credits, and (b) debited with distributions to the Member and allocations to the Member of Company loss and deduction. The foregoing provisions of this Section 2.2 and the other provisions of this Agreement relating to the maintenance of capital accounts shall comply with the Internal Revenue Code of 1986, as amended (the Code) and shall be interpreted and applied to give all allocations substantial economic effect. The Member, however, shall not be required to make up any deficit in its Member's Capital Account upon liquidation or otherwise.

**ARTICLE III**  
**DISTRIBUTIONS AND ALLOCATIONS**

3.1. **Allocation of Profits and Losses.** The Company's income, gain, losses, deductions, and credits (and items thereof), for each fiscal year of the Company, shall be allocated to the Member (for both book and tax purposes) as if they were income, gain, losses, deductions, and credits (and items thereof) of the Member.

3.2. **Distributions.** Distributions of available cash shall be in the discretion of the Directors.

**ARTICLE IV**  
**ACCOUNTING, TAXES, AND BANK ACCOUNTS**

4.1. **Fiscal and Taxable Year.** The fiscal year and taxable year of the Company shall be the calendar year, with the first fiscal year of the Company ending on December 31, 2014, unless the Board of Directors designates a different fiscal year or taxable year for the Company.

4.2. **Tax Status.** Solely for income tax purposes, the Member hereby recognizes that the Company will be treated as a disregarded entity for Federal Income Tax purposes.

4.3. **Books and Records.** The books and records of the Company shall be maintained at the Company's principal office.

4.4. **Bank Accounts.** All funds of the Company shall be deposited in separate bank, money market, or similar account(s) in the Company's name. Withdrawals therefrom shall be made only by persons authorized by the Board of Directors to do so.

**ARTICLE V**  
**MANAGEMENT AND CONTROL**

5.1. **Authority of Members.** No Member acting in its capacity as a Member shall have any authority to act for, or to assume any obligations or responsibility on behalf of, or to bind any other Member or the Company, and no Member shall represent otherwise except to the extent such Member is authorized by the Board of Directors to act as an agent of the Company.

5.2. **Directors.**

(a) **General Authority.** Subject to the limitations and restrictions set forth in this Agreement, the Company shall be managed by a board of managers, which shall be referred to as the Board or the Board of Directors. Each individual member of the Board of Directors shall be referred to as a Director.

(b) **\*\*Highly Confidential Information Removed\*\***

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**\*\*Highly Confidential Information Removed\*\***

[Redacted]

[Redacted]

(e) Meetings of the Board of Directors; Place of Meetings. Meetings of the Board of Directors shall not be required to be held at any regular frequency, but, instead, shall be held upon the call of any Director. Any meeting of the Board of Directors may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and communicate with each other, and such participation shall constitute presence in person at the meeting. All meetings of the Board of Directors shall be held at the principal office of the Company or at such other place as shall be designated by a Director calling the meeting and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

(f) Notice of Meeting. Notice of each meeting of the Board of Directors, stating the place, day and hour of the meeting shall be given to the Directors at least three (3) days before the day on which the meeting is to be held. The notice may be given by a Director having authority to call the meeting. Notice and call with respect to such meetings shall be deemed to be synonymous.

(g) Waiver of Notice. Whenever any notice is required to be given to any Director under the provisions of this Agreement, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purposes of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.3. Quorum and Voting.

(a) At all meetings of the Board, the presence of a majority of the votes available to the Directors **\*\*Highly Confidential Information Removed\*\*** shall be necessary and sufficient to constitute a quorum of the Board for the transaction of business.

(b) As set forth in Section 5.4 hereof, all actions and approvals of the Board must be approved and passed the affirmative vote at any duly called and convened meeting (at which a quorum is present) or affirmative written consent, of the Board of (i) more than **\*\*Highly Confidential Information Removed\*\*** of the votes cast by all Directors then constituting the entire Board; **\*\*Highly Confidential Information Removed\*\***

[Redacted]

**\*\*Highly Confidential Information Removed\*\***

(c) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by Directors holding such number of votes as would have been required to approve such action at a meeting of the Board. Each written consent shall bear the date and signature of each Director who signs the consent.

**5.4. Powers of the Board.**

(a) Without limiting the provisions of Section 5.3(b), the following matters shall require approval of the Board by **\*\*Highly Confidential Information Removed\*\***

- (i) each Annual Budget of the Company and any amendment(s) thereto;
- (ii) expenditures by the Company or any of its Subsidiaries in any particular Fiscal Year that would exceed (a) the 2014 Safe Harbor Amount or (b) the applicable line-item set forth in any then-applicable Annual Budget;
- (iii) the incurrence of any liability or obligation by the Company or any of its Subsidiaries that cannot be covered with the cash on hand available at the Company or any of its Subsidiaries, as applicable;
- (iv) the hiring or termination of any executive employees of the Company or any of its Subsidiaries;
- (v) the designation or removal of any officer of the Company or any of its Subsidiaries;
- (vi) any changes or amendments to the governing documents of any Subsidiary, or any waiver by the Company or any of its Subsidiaries of any provision thereof;
- (vii) the incurrence or guarantee of any indebtedness or other obligation for borrowed money by the Company, the Partnership or any of its Subsidiaries;
- (viii) the filing of any material regulatory approvals for the operation of the business of the Company or any of its Subsidiaries or any amendment to any approved rate base or other regulatory approval received by the Company or any of its Subsidiaries;
- (ix) any material corporate action that is not explicitly contained in the then-applicable Annual Budget;
- (x) voluntarily filing in respect of the Company or any of its Subsidiaries a bankruptcy petition in a court of competent jurisdiction or a petition seeking a liquidation or dissolution of such person;

(xi) appointing, terminating or replacing the external accounting auditor of the Company or any of its Subsidiaries;

(xii) calling for any capital contributions to be made to the Company or any of its Subsidiaries; and

(xiii) approving any rate base premium for any acquisition of existing transmission assets (including related CWIP), which acquisition may be structured as an acquisition of stock or assets or any other structure.

(b) Without limiting the provisions of Section 5.3(b), the following matters shall require approval of the Board by **\*\*Highly Confidential Information Removed\*\***

(i) Changes in tax classification of the Company or tax treatment elections by the Company;

(ii) Upon any acquisition by the Company, payment of any Rate Base Premium (as such term is defined in the LLC Agreement of GridLiance GP, LLC);

(iii) Dissolution of the Company;

(iv) Appointment of anyone other than the Member to act as liquidator upon the liquidation of the Company.

(c) **\*\*Highly Confidential Information Removed\*\***

**5.5. Appointment and Tenure of Officers.**

(a) The Board of Directors may appoint such officers of the Company, including without limitation a Chief Executive Officer, Secretary, and such Vice Presidents or other officers it deems necessary to administer the day-to-day business and affairs of the Company. Each appointed officer will have the power and authority customarily associated with the office held by him or her, and such additional power and authority as granted to such officer by the Board of Directors.

(b) Any officer may resign at any time by giving written notice to the Board of Directors. The resignation of an officer shall take effect upon receipt of notice thereof by the Board of Directors or at such later date specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Any officer may be removed by the Board of Directors at any time, with or without cause.

(d) If any office becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

5.6. **Reimbursement of Expenses; Compensation; Indemnification.**

(a) Each Director and officer shall be reimbursed by the Company for all reasonable out-of-pocket expenses properly incurred in connection with the discharge of his or her obligations under this Agreement or otherwise properly incurred on behalf of the Company.

(b) Officers may be compensated on such terms and conditions as may be approved by the Board of Directors.

(c) No Director or officer shall be liable, responsible, or accountable in damages or otherwise to the Company or to the Member for any action taken or failure to act on behalf of the Company, unless such action or omission was performed or omitted in bad faith or constituted wanton and willful misconduct.

(d) The Company shall indemnify and hold harmless the Member, the Directors, the officers, and their agents from and against any and all liabilities, losses, expenses, damages, or injuries suffered or sustained by reason of any acts, omissions, or alleged acts or omissions in their capacity hereunder arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys' fees, and other costs and expenses (which may be advanced by the Company) incurred in connection with the defense of any actual or threatened action, proceeding, or claim; provided, however, the total indemnification provided hereunder is hereby expressly limited in amount to the net fair market value of the Company's assets, and the Member shall not be obligated to make any contribution or loan to the Company for purposes of funding the same.

**ARTICLE VI**  
**DISSOLUTION AND TERMINATION**

6.1. **Dissolution Acts.** No act, thing, occurrence, event, or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work an immediate dissolution and termination of the Company:

(a) A determination by the Member to dissolve and terminate the Company; or

(b) Any event described in the Act causing the Member to cease to be a member of the Company under the terms of the Act.

6.2. **Distribution of Proceeds on Dissolution; Reserves.** Upon the dissolution and termination of the Company, the Member, or its representative, shall act as a liquidator and shall file any necessary notice of winding up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner, and the proceeds therefrom and any other funds and assets of the Company shall be applied and distributed as follows and in the following order of priority:

(a) First, to the payment of debts and liabilities of the Company (excluding those to the Member) and the expenses of liquidation;

(b) Second, to the payment of debts and liabilities of the Company to the Member;

(c) Third; to the Member.

6.3. **No Negative Capital Account Restoration.** In no event shall the Member be required to contribute capital to restore a negative balance in the Member's Capital Account upon the liquidation of the Company or at any other time.

## **ARTICLE VII MISCELLANEOUS**

7.1. **Nature of Interest in the Company.** The Member's interest in the Company shall be personal property for all purposes.

7.2. **Creditors.** None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditors of the Company.

7.3. **Organizational Expenses.** The Company shall pay all organizational expenses incurred in connection with the creation and formation of the Company. Such expenses may be paid directly by the Company or may be reimbursed by the Company to the Member.

7.4. **Entire Agreement.** This Agreement contains the entire agreement by the Member relative to the formation, operation, continuation, dissolution, and termination of the Company, and supersedes any and all other or prior agreements, arrangements, and understandings relating to the subject matter hereof. This Agreement may be amended only in a writing executed by the Member.

7.5. **Severability.** In the event any provision of this Agreement is held to be illegal, invalid, or unenforceable to any extent, the legality, validity, and enforceability of the remainder of this Agreement shall not be affected thereby and such remainder shall continue in full force and effect and shall be enforced to the greatest extent permitted by law.

7.6. **Headings.** The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

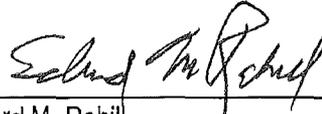
7.7. **Governing Law.** This Agreement and the obligations of the Member and its successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Delaware.

*[signature page follows]*

**IN WITNESS WHEREOF**, the undersigned has executed this Limited Liability Company Agreement as of the date first above written. ,

**MEMBER**

**GridLiance Heartland LLC**



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Edward M. Rahill  
Chief Executive Officer