

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF AGREEMENT

This Assignment, Assumption and Amendment of Agreement (this Assignment) is made effective as of January 17, 2018, by and between SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Assignee), CITY OF NIXA, MISSOURI (Assignor), and CITY UTILITIES OF SPRINGFIELD, MISSOURI (City Utilities). Assignee, Assignor and City Utilities individually are referred to herein as a Party and together as the Parties.

WHEREAS, on September 24, 2004, Assignor and City Utilities entered into an Interconnection Agreement between City Utilities of Springfield, Missouri and the City of Nixa, Missouri (the Interconnection Agreement) whereby Assignor and City Utilities agreed to connect Assignor's 69 kV electric transmission line to City Utilities' electric power system; and

WHEREAS, on August 14, 2015, Assignee and Assignor entered into an Asset Purchase Agreement, as amended by the First Amendment to Asset Purchase Agreement, also dated August 14, 2015, the Second Amendment to Asset Purchase Agreement dated February 12, 2016, and the Third Amendment to Asset Purchase Agreement dated May 23, 2017 (together, as amended, the Purchase Agreement), whereby Assignor agreed to sell to Assignee certain transmission assets owned by Assignor, including those transmission assets described in the Interconnection Agreement, as more fully described therein; and

WHEREAS, on April 28, 2016, Assignee, Assignor and City Utilities entered into a Settlement Agreement addressing certain matters related to the transactions contemplated by the Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign the Interconnection Agreement to Assignee and Assignee, pursuant to this Assignment, desires to assume the Interconnection Agreement; and

WHEREAS, as provided in the Settlement Agreement, effective upon Closing (as defined in the Purchase Agreement) of the Transaction, the Parties hereby agree to amend the Interconnection Agreement as provided herein and City Utilities hereby consents to the assignment of the Interconnection Agreement by Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. As between the Assignor and Assignee, any capitalized term used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement. Any obligation or undertaking on the part of City Utilities is strictly limited to those set forth in the Settlement Agreement, and neither the Purchase Agreement nor any modification thereof shall affect any obligation or undertaking of City Utilities, which is not a party to the Purchase Agreement.

2. Amendment of Interconnection Agreement. Effective at Closing, the Interconnection is hereby amended as follows:

- a. References to the Electrical Capacity, Energy, and Service Sales Agreement dated May 21, 1992, and any amendments thereto, including those set forth in the first, third, and fourth recital to the Interconnection Agreement, are hereby deleted.
- b. Section 4(e) of the Interconnection Agreement is hereby deleted in its entirety.

3. Assignment of Interconnection Agreement. Effective at Closing, Assignor does hereby assign, transfer, and deliver to Assignee, for all purposes all of Assignor's right, title, and interest in and to the Interconnection Agreement.

4. Acceptance of Assignable Contracts and Assignable Permits. Effective at Closing, Assignee hereby accepts such assignment of Assignor's interests in the Interconnection Agreement and hereby expressly assumes all of the Assumed Liabilities related thereto. For the avoidance of doubt, nothing in this Assignment shall be construed as an assignment by Assignor or an assumption by Assignee of any of the Retained Liabilities.

5. Consent to Assignment. Effective at Closing, City Utilities hereby provides its consent to the assignment of the Interconnection Agreement, as provided herein, and acknowledges and agrees that the Interconnection Agreement is in full force and effect and no circumstance or event has occurred, or failed to occur that, by notice or the passage of time, or both, would create a breach or default under the Interconnection Agreement.

6. Governing Agreement. As between Assignee and Assignor only, this Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. As among the Parties, this Assignment is expressly made subject to the terms and provisions of the Settlement Agreement. The delivery of this Assignment shall not affect, expand, or diminish any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement or Settlement Agreement, as the case may be, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement and Settlement Agreement, as the case may be, shall survive the delivery of this Assignment to the extent, and in the manner, set forth therein. As between Assignee and Assignor, in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control. As among the Parties, in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Settlement Agreement, the terms and provisions of the Settlement Agreement shall govern and control.

7. Further Assurances. The Parties agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or reasonably useful to carry into effect the intent and purposes of this Assignment. As to City Utilities, any obligation to take further actions or to execute, acknowledge or deliver any further documents is strictly limited to matters that are within the scope of the Settlement Agreement.

8. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to those principles of conflicts of law followed by the courts of Missouri that would negate the application of Missouri substantive law of contract.

10. Venue. Venue for any action to enforce this Assignment shall be limited to either the Circuit Court of Greene County, Missouri or the United States District Court for the Western District of Missouri.

11. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

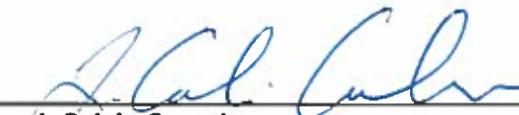
12. Counterparts. This Assignment may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Assignment, the Parties may execute and exchange facsimile counterparts of the signature pages to this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNEE

South Central MCN LLC

By: 

J. Calvin Crowder
Chief Executive Officer

*Legal reviewed
B.O.C.*

ASSIGNOR

CITY OF NIXA, MISSOURI

By: 

Brian Steele
Mayor

Legal Approved

mlh 1/8/13

CITY UTILITIES

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By: David Miller
[Name]
[Title] General Manager