

**JOINT USE AGREEMENT
BY AND BETWEEN
AMEREN TRANSMISSION COMPANY OF ILLINOIS AND
UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI**

THIS JOINT USE AGREEMENT (“**Agreement**”) is dated as of the last signature date set forth below (the “**Effective Date**”) by and between Ameren Transmission Company of Illinois (“**ATXI**”) and Union Electric Company d/b/a Ameren Missouri (“**AMO**”). ATXI and AMO are sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, ATXI and AMO own and operate certain energy assets and infrastructure in Missouri;

WHEREAS, the Parties will collaborate to build a more reliable and resilient energy grid through its development of the Zachary to Thomas Hill Transmission Project (the “**Program**”);

WHEREAS, the Parties have entered an Amended and Restated General Services Agreement dated April 18, 2017 (“**GSA**”), under which Ameren Services Company, a centralized service company, provides shared business and corporate support services to ATXI and AMO, including, but not limited to services supporting ATXI’s and AMO’s electric transmission businesses in Missouri, such as transmission system planning, design, engineering, construction, operation, and maintenance services, real estate and public outreach related services, and transmission policy support;

WHEREAS, Ameren Services Company will provide such shared services to ATXI and AMO in furtherance of the Program as described in this Agreement; and

WHEREAS, the Parties desire to set forth herein their respective duties, responsibilities, and obligations relating to the construction, ownership, operation, and maintenance of the Program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties for themselves, their successors, and their assigns agree as follows:

1. Program Overview. This Section gives a general description of the work included in the Program. The Program route is generally depicted on the map included as Attachment A. The term “**ATXI-AMO Segment**” is used in this Agreement to refer generally to locations where the Program results in the placement of both Parties’ assets in the same location.

1.1 Transmission. AMO owns and operates electric lines (“**Existing Circuits**”) consisting of distribution, subtransmission, and high voltage 161 kV lines along the Program route. ATXI intends to construct new 345 kV transmission lines, poles, and associated hardware and conductors (the “**New Circuits**”) along the Program route. The Parties will perform the following work to carry out the construction of the transmission lines included in the Program:

1.1.1 Rebuild. The Parties will rebuild an Existing Circuit with a double circuit transmission line (345 kV/161kV) that contains a New Circuit and a replaced AMO-owned circuit (a “**Rebuilt Circuit**”). This work includes the removal of existing AMO structures, conductor, and associated hardware as required to accommodate the installation of the New Circuit. Then, new ATXI-owned double-circuit steel monopole structures will be installed with new ATXI-owned 345 kV conductor on one side and AMO’s new conductor on the other side (the “**New Double Circuit Line**”). Facilities on the double circuit structure are referred to herein as “**Shared Facilities**”. The New Double Circuit Line may be

constructed within an existing right-of-way corridor or, in some instances, may be constructed within in a new right-of-way corridor.

2. Access to Property; Acquisition of Property Rights.

2.1 Use of AMO Property Rights for Pre-Construction Activities. REDACTED

REDACTED

2.2 Acquisition of New Property Rights. REDACTED

2.3 Shared Use of Right-of-Way Area. REDACTED

3. Construction and Costs.

3.1 Construction.

3.1.1 Management. Ameren Services Company will manage and supervise the construction of the Program on behalf of the Parties using a design-bid-build process.

3.1.2 Procurement of Materials. AMO will issue purchase orders for the procurement of necessary materials needed to construct AMO facilities. ATXI shall reimburse AMO for all actual out-of-pocket material costs incurred by AMO to procure and deliver the AMO materials.

3.1.3 Salvage. REDACTED

3.1.4 Connections. REDACTED

3.1.5 Construction Updates. REDACTED

3.1.6 De-energizing Segments. REDACTED

3.1.7 Landowner Notice. REDACTED

3.2 Costs. The Program costs contemplated herein shall be allocated as follows:

Asset Type	Funding Corp
New Property Rights	ATXI
New 345 kV Circuit	ATXI
Rebuilt Existing Circuits	ATXI
Area Connections	Incumbent

3.2.1 Billing and Payment.

3.2.1.1. AMO's costs associated with removal of its Existing Circuit and the installation of replacement conductor on the ATXI-owned poles will be reimbursed by ATXI within 30 days following the date such costs are realized.

REDACTED

REDACTED

4. Additional Obligations.

REDACTED

5. Conditions Precedent.

REDACTED

REDACTED

6. Ownership and Tax Treatment.

REDACTED

8. Operations and Maintenance of the Program.

8.1 Standards of Use.

REDACTED

REDACTED

8.2 Operations and Maintenance Procedures.

REDACTED

REDACTED

8.3 Vegetation Management.

REDACTED

REDACTED

8.4 De-energizing.

REDACTED

8.5 Control of Conductors/Shield Wire during Maintenance.

REDACTED

8.6 Failure to Provide Maintenance.

REDACTED

8.7 Damage to Property.


REDACTED

8.8 Operations Committee.

REDACTED

9. Discontinuance of Use.

REDACTED



10. Assignment, Encumbrance of Interest.

REDACTED



11. Term, Termination, and Defaults.

REDACTED



REDACTED

11.3 Permanently Ceases Use of the Right-of-Way Area. REDACTED

11.4 Either Party Discontinues Pursuit of Approval. REDACTED

11.5 Conditions Precedent Have Not Been Satisfied. REDACTED

12. Indemnification.

REDACTED

REDACTED

12.3 No Consequential Damages.

REDACTED

13. Insurance.

13.1

REDACTED

REDACTED

REDACTED

15. Force Majeure.

REDACTED

REDACTED

16. Confidentiality.

REDACTED

17. Warranties.

REDACTED

18. Disputes.

REDACTED

19. Miscellaneous.

19.1 No Waiver. REDACTED

19.2 Counterparts. REDACTED

19.3 Entire Agreement. REDACTED

REDACTED

19.4 Governing Law; Venue; Jury Waiver.

REDACTED

19.5 Partial Invalidity.

REDACTED

19.6 Third Party Beneficiaries.

REDACTED

19.7 Relationship of Parties/No Dedication.

REDACTED

19.8 Survival of Rights.

REDACTED

(Signature Page Follows)

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

**AMEREN TRANSMISSION COMPANY OF
ILLINOIS**

By: _____

Date: _____

Name: _____
Title: _____

**UNION ELECTRIC D/B/A
AMEREN MISSOURI**

By: _____

Date: _____

Name: _____
Title: _____

CONFIDENTIAL & PROPRIETARY

**ATTACHMENT A
PROGRAM ROUTE MAP**



ATTACHMENT B

REDACTED



REDACTED



REDACTED



REDACTED



REDACTED



