

DEVELOPMENT MANAGEMENT AGREEMENT

This **DEVELOPMENT MANAGEMENT AGREEMENT** (the “*Agreement*”), made as of November 9, 2018, (“*Effective Date*”) by and between **GRAIN BELT EXPRESS CLEAN LINE LLC**, an Indiana limited liability company (“*Owner*”), **GRAIN BELT EXPRESS HOLDING LLC**, a Delaware limited liability company (“*Holdings*” and together with Owner, collectively, the “*Owner Parties*”), and **INVENERGY TRANSMISSION LLC**, a Delaware limited liability company (“*Manager*”), referred to collectively as “*Parties*” and individually as “*Party*”.

WHEREAS, Owner is developing a high voltage direct current transmission line and associated transmission facilities, which are being designed to run from Ford County, Kansas, to Sullivan, Indiana, with a mid-point converter station in Ralls County, Missouri (the “*Project*”); and

WHEREAS, Manager or certain of its Affiliates have expertise in development management services for the development of high voltage direct current transmission lines and their associated facilities;

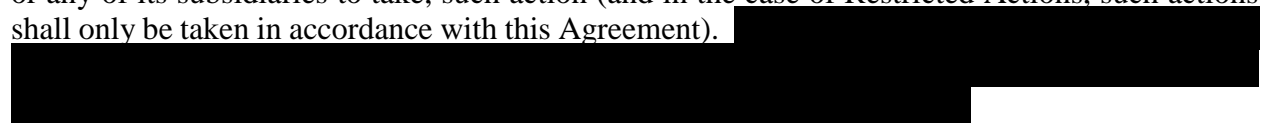
WHEREAS, Manager, as buyer, and Holdings, as seller, and Owner are party to that certain Membership Interest Purchase Agreement, dated as of the date hereof (the “*MIPA*”) and any capitalized terms used but not defined in this Agreement shall have the meanings given to them in the MIPA; and

WHEREAS, Manager and Owner Parties desire to set forth the full scope of Manager’s obligations, responsibilities, and authority with respect to the development of the Project before the Closing Date.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I **DEVELOPMENT MANAGEMENT**

1.01 Scope of Work. Manager shall manage the business and affairs of the Project, and all activities incidental thereto, and shall perform (or cause to be performed) all services related to the development, ownership and maintenance of the Project, and any other assets of the Owner related to the Project, and all activities and matters incidental thereto, including the services more particularly described in the scope of work attached as Exhibit A hereto and made a part hereof (such services, collectively, the “*Work*” and such scope of work, the “*Scope of Work*”). To the extent that any such action is not a Restricted Action or otherwise expressly excluded from the Scope of Work under this Agreement, Manager is hereby authorized to take, or to cause the Owner or any of its subsidiaries to take, such action (and in the case of Restricted Actions, such actions shall only be taken in accordance with this Agreement).



1.02 Standard of Performance. Subject to Section 9.01, Manager shall use commercially reasonable efforts to perform the Work, and shall perform the work in good faith, in each case consistent with Prudent Industry Practices, this Agreement, the MIPA and all Applicable Law, in each case in all material respects.

1.03 Reports. Manager shall provide copies of any reports regarding the Project that Manager provides to any Governmental Authority, and upon the reasonable request of Owner Parties with reasonable frequency, shall provide updates regarding the Project to Owner Parties.

1.04 Manager Agency and Authority. Throughout the Term, the Parties agree that, notwithstanding Owner's ownership of the Project, Manager shall have and shall maintain control of the Project with respect to matters relating to development, ownership and maintenance of the Project, and any other assets of the Owner related to the Project, and all activities and matters incidental thereto. Owner Parties acknowledge and agree that Manager will act as agent for and on behalf of Owner with respect to the Project at all times during the Term. To the extent necessary in connection with its role as agent for Owner hereunder, during the Term, Manager will have care, custody and control over the Project in all day-to-day activities. Subject to the provisions of this Agreement and with respect to the Work, Owner Parties hereby authorize Manager to, during the Term, act on behalf of Owner and bind the Owner and execute documents by and on behalf of the Owner. Manager will provide Owner Parties notice and a copy of any such binding act or executed document.

1.05 Treasury Management. During the term, Manager shall account for, arrange for, coordinate and pay all amounts due and payable with respect to the development of the Project,

1.06 Owner Parties Cooperation and Limitations. From time to time during the Term and subject to Manager's agreement to pay all Seller Support Costs as Development Costs, Owner Parties shall reasonably cooperate with and support Manager in furtherance of the Work, including providing information, preparing and reviewing written materials, attending hearings, proceedings and meetings and introducing Manager to relevant parties and stakeholders. Other than such cooperation and support, Owner Parties agree that they shall not, during the Term, take any action with respect to the Project without Manager's written request, other than as directed or requested by Manager. As used herein, the term "**Seller Support Costs**" means the third-party costs incurred, or to be incurred, by the Owner Parties to engage consultants, legal counsel or other advisors, as well as reasonable travel and lodging expenses, in connection with providing the Owner Parties' support and cooperation pursuant to this Section 1.06 and pursuant to the MIPA, provided that Owner Parties shall obtain Manager's prior consent prior to incurring any such Seller Support Costs.

1.07 Access. During the Term, Owner Parties shall provide Manager and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Books and Records of Owner Parties pertaining to the Project and any of the Project Assets, including all Books and Records of Owner.

1.08 Restricted Actions. The authority granted to the Manager in this Agreement is expressly limited by the provisions of this Section 1.08. In furtherance of the foregoing, without the prior consent of any Owner Party, Manager shall not, and shall cause its Affiliates, directors, managers and officers, and shall instruct its other Representatives, not to take any of the actions set forth on Exhibit B (to the extent Manager has authority hereunder to cause any such action occur) (each such action, a “*Restricted Action*”, and collectively, the “*Restricted Actions*”).

ARTICLE II
PAYMENTS

[REDACTED]

[REDACTED]

2.03 Accounting. Manager shall maintain an accurate accounting of Development Costs, which records Manager will make available to Owner Parties upon reasonable request from any Owner Party with reasonable frequency.

ARTICLE III
TIME OF COMMENCEMENT AND COMPLETION

3.01 The Work to be performed shall commence upon the Effective Date and shall proceed without interruption throughout the Term.

ARTICLE IV
PERSONNEL

4.01 Development Personnel. Manager shall provide and make available qualified and competent professional, supervisory, managerial, administrative and other personnel as reasonably necessary to perform the Work in accordance with the terms of this Agreement.

4.02 Manager Representative. Manager shall appoint, and shall designate to Owner Parties, one of Manager’s authorized individuals as Manager’s representative for purposes of

coordinating with Owner Parties for purposes of this Agreement (the “*Manager Representative*”). The initial Manager Representative shall be Cory Blair, and such individual and any substitution or replacement of the Manager Representative shall have the requisite knowledge, experience and skills to perform such role.

4.03 Owner Party Representative. Owner Parties shall appoint, and shall designate to Manager, one of Owner Parties’ authorized individuals as Owner Parties’ representative for purposes of coordinating with Manager for purposes of this Agreement (the “*Owner Parties Representative*”). The initial Owner Parties Representative shall be Hans Detweiler, and such individual and any substitution or replacement of the Owner Parties Representative shall have the requisite knowledge, experience and skills to perform such role.

ARTICLE V
SUBCONTRACTORS

5.01 Manager may locate and procure the services of Subcontractors that, in Manager’s judgment, may be necessary to complete the Work. The term “*Subcontractor*” shall mean a person (other than employees) or organization who has a direct contract with the Manager or any person or organization directly or indirectly in privity with Manager (including every sub-Subcontractor of whatsoever tier) to perform any portion of the Work for the Project whether for the furnishing of labor, materials, equipment, services or otherwise.

5.02 Manager shall be responsible for all portions of the Work performed by any Subcontractor engaged by Manager to the same extent as if such Work had been performed by Manager itself.

ARTICLE VI
DOCUMENTS AND WORK PRODUCT

6.01 All documents, information and other work product prepared or developed by Manager or its Affiliates, employees, or representatives in connection with the performance of the Work, including all records, reports and accounts related thereto, shall be maintained by Manager, and shall be the property of Manager and Company, and, if this Agreement expires or is terminated without Closing having occurred, Manager shall deliver such materials to Owner Parties upon such expiration or termination of this Agreement.

ARTICLE VII
ASSIGNMENT

7.01 Neither Party may assign this Agreement or the performance of all or any of its obligations hereunder without the prior written consent of the other Party. Any assignment in violation of this Article VII shall be voidable at the sole discretion of the non-assigning Party.

ARTICLE VIII
TERM AND TERMINATION

8.01 This Agreement, and the Work hereunder, shall commence on the Effective Date and continue through the earlier of (a) the Closing Date or (b) the termination of this Agreement in accordance with this Article VIII (the “*Term*”).

8.02 If Manager is in material breach of any provision of this Agreement, the MIPA [REDACTED] and such breach is not cured within thirty (30) days after receiving written notice thereof from any Owner Party identifying the nature of such purported breach in reasonable detail, any Owner Party may terminate this Agreement [REDACTED]

[REDACTED] If any Owner Party is in material breach of any provision of this Agreement, the MIPA [REDACTED] and such breach is not cured within thirty (30) days after receiving written notice thereof from Manager identifying the nature of such purported breach in reasonable detail, Manager may terminate this Agreement.

8.03 In the event the MIPA expires or is otherwise terminated, this Agreement shall automatically terminate simultaneously with such expiration or termination of the MIPA without any further action by Manager or Owner Parties.

8.04 In the event of any expiration or termination of this Agreement, all amounts accrued and owed by Owner Parties to Manager shall remain due and payable in accordance with this Agreement [REDACTED]

8.05 Notwithstanding any expiration or termination of this Agreement, Articles II, VI, VIII, IX, X, XI, and XII and Sections 5.02 and 9.04 shall survive any such expiration or termination of this Agreement, and no other provisions or obligations shall survive any such expiration or termination of this Agreement.

ARTICLE IX
REMEDIES; LIMITATION OF LIABILITY

9.01 Manager shall have no liability to the Owner Parties for violation of, breach of, non-compliance with or otherwise with respect to any provision of this Agreement other than to the extent any such liability is the result of the gross negligence, willful misconduct, fraud or any criminal act or omission of Manager, any of its Affiliates or any of their respective employees, and in such case, Manager’s liability shall be limited to the amount of Development Payments actually paid in cash to Manager and any indemnification pursuant to Section 9.04.

9.02 In no event shall any Party be liable to any other Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
1999 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-6022
Attention: Thomas Dupuis
E-mail: tdupuis@akingump.com
Telephone: (213) 254-1212

10.02 Each notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (i) if sent by first class, registered, or certified United States mail or overnight delivery service, return receipt requested, postage prepaid, upon receipt by the receiving Party, (ii) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or paid through an arrangement with such carrier, the next Business Day after the same is delivered by the sending Party to such carrier, (iii) if sent by electronic mail and if concurrently with the transmittal of such electronic mail the sending Party contacts the receiving Party at the phone number set forth above to indicate such electronic mail has been sent (which indication by phone may be done by leaving a voicemail for the receiving Party at such phone number), at the time such electronic mail is transmitted by the sending Party as shown by the electronic mail transmittal confirmation of the sending Party, or (iv) if delivered in person, upon receipt by the receiving Party.

ARTICLE XI **CONFIDENTIALITY**

11.01 No Party shall disclose to any Person Confidential Information provided by one Party (the “*Disclosing Party*”) to another Party (the “*Receiving Party*”). Confidential Information shall not be used for any purposes other than the purposes set forth in this Agreement and the MIPA, shall be held in strict confidence by the Receiving Party and shall not be disclosed without the prior consent of the Disclosing Party, except to such Party’s Affiliates, Representatives or Governmental Authorities with a need to know the Confidential Information for the purposes of performing work or reviewing information related to this Agreement or the Project. The Receiving Party shall advise all such Persons receiving Confidential Information that such information is confidential and shall require such Persons to observe the confidentiality terms set forth in this Section 11.01. Notwithstanding anything in this Section 11.01 to the contrary, the Parties shall have no obligation with respect to any Confidential Information which (a) is proven to have been known by the Receiving Party prior to its disclosure by the Disclosing Party, (b) is, or becomes, publicly known through publications or otherwise without breach of this Agreement or any other obligation of confidentiality, (c) is received by the Receiving Party from a third party who rightfully discloses it without restriction on its subsequent disclosure and without breach of this Agreement; (d) is shown by an acceptable evidence to have been independently developed by the Receiving Party without access to, or use of, the Confidential Information, (e) is approved for release by authorization of the Disclosing Party, (f) is required to be disclosed by the Receiving Party pursuant to Applicable Law (e.g., SEC disclosure obligations), or (g) is disclosed to

Affiliates or Representatives of such Party directly involved in supporting Transaction and related due diligence, and to those involved in the creation of any Confidential Information exchanged pursuant to the Transaction and related due diligence, but only if such Affiliates or Representatives are advised of the confidential nature of such Confidential Information. Notwithstanding the foregoing, Manager shall be permitted to disclose Confidential Information related to the Project to any Person after the Closing. “*Confidential Information*” shall mean any and all information provided (i) either by Owner Parties or any of their Affiliates to Manager or by Manager or any of its Affiliates to Owner Parties or in writing and identified by the Disclosing Party as confidential and (ii) any and all information with respect to the Project, the Project Assets, or the Transaction.

ARTICLE XII
ADDITIONAL PROVISIONS

12.01 Independent Contractor. It is expressly understood and agreed by the Parties that Manager, in performing its obligations under this Agreement, shall be deemed an independent contractor and not an employee of any Owner Party and nothing contained in this Agreement shall be construed to mean that Manager and any Owner Party are joint venturers or partners or to establish any contractual relationship between any Owner Party and any Subcontractors.

12.02 Performance of Work During the Pendency of Disputes. Unless the Parties expressly agree otherwise in writing, in the event that a dispute shall arise under this Agreement, Manager shall continue during the pendency of such dispute to perform the Work and shall perform all other undisputed obligations required to be performed by it under this Agreement as if no dispute shall have arisen.

12.03 Captions and Titles. Captions and titles of the different Articles and Sections of this Agreement are solely for the purpose of aiding and assisting in the location of different material in this Agreement and are not to be considered under any circumstances as parts, provisions or interpretations of this Agreement.

12.04 Severability. If any provision of this Agreement is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of the Agreement and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of the Agreement shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

12.05 Entire Agreement. This Agreement, together with the MIPA and the other Ancillary Documents, represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral and written understandings and all contemporaneous oral negotiations, commitments and understandings between the Parties. This Agreement, together with the MIPA and the other Ancillary Documents, represents the result of negotiations between the Parties, each of which has been represented by counsel of its own choosing, and none of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, this Agreement shall be interpreted and construed in accordance with its

usual and customary meaning, and the Parties hereby waive the application, in connection with the interpretation and construction of this Agreement, of any Applicable Law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

12.06 Amendments. No amendments, modifications or extensions of this Agreement shall be valid unless evidenced in writing and signed by all the Parties hereto.

12.07 No Waiver. Any delay, waiver or omission by a Party to exercise any right or power arising from any breach or default with respect to any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by such Party of any subsequent breach or default of another Party of the same or other terms, provisions or covenants.

12.08 Not for the Benefit of Third Parties. This Agreement is entered into for the sole, exclusive benefit of the Parties, and except as specifically provided herein, no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

12.09 Counterparts/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement and any amendments hereto, to the extent executed and delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

12.10 Dispute Resolution, Governing Law and Consent to Jurisdiction.

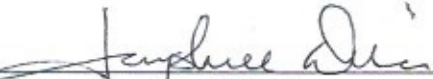
(a) All disputes arising hereunder, unless resolved by mutual agreement of the Parties, shall be resolved by any of the state or federal courts having jurisdiction over this Agreement and located in New York, New York or the Southern District of New York, as applicable.

(b) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD APPLY ANY OTHER LAW. Manager hereby (i) irrevocably consents, for itself and its legal representatives, partners, successors and assigns, to the jurisdiction of any of the state or federal courts having jurisdiction over this Agreement and located in New York, New York or the Southern District of New York, as applicable, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement; (ii) waives any right it may have to personal service of summons, complaint, or other process in connection therewith, and agrees that service may be made by registered or certified mail addressed to Manager at its last known principal place of business; and (iii) waives its right to a trial by jury.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GRAIN BELT EXPRESS CLEAN LINE LLC,
an Indiana limited liability company

By: 
Name: Jayshree Desai
Title: Authorized Representative

GRAIN BELT EXPRESS HOLDING LLC,
a Delaware limited liability company

By: 
Name: Jayshree Desai
Title: Authorized Representative

INVENERGY TRANSMISSION LLC,
a Delaware limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GRAIN BELT EXPRESS CLEAN LINE LLC,
an Indiana limited liability company

By: _____
Name:
Title:

GRAIN BELT EXPRESS HOLDING LLC,
a Delaware limited liability company

By: _____
Name:
Title:

INVENERGY TRANSMISSION LLC,
a Delaware limited liability company



By: Kris Zadlo
Name:
Title: **Kris Zadlo**
Vice President

[Signature page to DMA]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]