

PE-14

SA 2697 AMEREN-AECI INTERCHANGE AGREEMENT VERSION 31.0.0

EFFECTIVE 9/13/2014

ORIGINAL SERVICE AGREEMENT NO. 2697

PUBLIC VERSION

INTERCHANGE AGREEMENT

entered into by the

UNION ELECTRIC COMPANY

(dba Ameren Missouri)

and

ASSOCIATED ELECTRIC COOPERATIVE, INCORPORATED

Coordinating Committee is unable to agree on any matter falling under its jurisdiction, such matter shall be referred to the Senior Vice President – Transmission of UE and the General Manager of AECI for decision. All decisions and agreements made by the Coordinating Committee or the Senior Vice President – Transmission of UE and the General Manager of AECI, shall be evidenced in writing.

Section 3.2 - Parallel Operation. The systems of UE and AECI shall normally be operated in parallel, with circuits closed at the connections set forth under the Appendices except during switching operations or as hereinafter provided.

It is recognized that, with the systems of UE and AECI connected as set forth herein, the flow of power through the connections is not subject to precise control, but is determined by the physical and electrical characteristics of the systems. It is also recognized that to fully realize the benefits attainable under this Agreement, it is desirable that the systems of the Parties operate in parallel at all times to permit the transfer of power and energy as needed. However, if at any time, the energy flow over the system of either Party, or the flow to any third Party because of such parallel operation, should jeopardize or give rise to conditions which could be expected, if not corrected, to jeopardize customer service or system operation of either Party, then the Party which in its sole judgment suffers or anticipates suffering such injury shall have the right to open, or have the other Party open, any or all of the connections between the Parties to relieve its system of the burden imposed upon it by such flow or anticipated flow of power. However, prior notice shall be given to the other Party when practicable, so that any feasible corrective measures may be put into effect before opening the connections.

Each Party shall establish schedules for the exchange of energy with the dispatcher of the other before intentionally taking any energy from the system of the other. To the extent it can be controlled, neither Party shall impose any unusual burden upon the facilities of the other Party in excess of their safe and proper capacity as determined by the owning Party. If emergency conditions arise which overload the connecting facilities between the systems of the Parties, then both Parties shall cooperate in taking immediate steps to eliminate such

overload conditions, but the Party whose system causes the emergency situation shall have the primary responsibility for such corrective action, even though this may involve dropping load on its system.

Section 3.3 - Reactive Power and Voltage Regulation. Each Party shall supply the reactive kVA required on its own system; and except as otherwise arranged from time to time, neither Party shall be obligated to supply reactive kVA to the other Party. A sufficient proportion of the reactive kVA supply by each Party shall be capable of being switched so as to minimize leading power factor problems during light load conditions.

The Coordinating Committee shall from time to time, but not less than annually, review reactive kVA flows over the connections and the power factor of the Parties' loads.

If, at any time, the flow of reactive kVA over any connection is, or can reasonably be expected to be, unduly detrimental to customer service or system operation of either Party, then the Party which in its sole judgment so suffers or reasonably expects to suffer such injury shall have the right in its sole discretion and judgment to open, or have the other Party open, the connection between the Parties to relieve its system of the burden imposed upon it by such flow or potential flow of reactive kVA. However, prior notice shall be given to the other Party when practicable, so that any feasible corrective measures may be put into effect before opening the connection.

Section 3.4 - Disturbances. Each Party shall, insofar as practicable, so protect, operate, and maintain its system and facilities as to avoid disturbances which might cause impairment of service in the system of the other Party.

Section 3.5 - Spinning Reserve. UE and AECI shall each carry, or provide to be carried, appropriate spinning reserve.

Section 3.6 - Regulation of Connections. The Parties agree that it is the responsibility of each Party to operate its power supply facilities so as to supply its own system load, except

INTERCONNECTION NO. 5 – ADAIR

Point of Interconnection: The point at which the conductors of AECI's 161 kV line from AECI's South River Substation near Palmyra make contact with the strain insulators at UE's Adair Substation.

Facilities Provided by UE: UE will continue to provide, or be responsible for, all substation facilities required at Adair Substation for the termination of AECI's 161 kV, single circuit, three phase transmission line from AECI's South River Substation. These facilities include disconnects, protective, control, synchronizing, recording and area load control telemetering equipment installed in the Adair Substation. Metering by UE at Adair Substation is at 161 kV on the line to ITC Midwest's Appanoose 161 kV substation.

Facilities Provided by AECI: AECI will continue to provide, operate and maintain a 161 kV, single circuit, three phase transmission line extending from its South River Substation to UE's Adair Substation.

Metering: At its Novelty substation, AECI will continue to provide, operate and maintain 161 kV metering on the 161 kV line to Adair. The 161 kV metering at Novelty will be adjusted for losses on the Adair to Novelty 161 kV line back to the Point of Interconnection at Adair.

Condition: UE will, at its own expense, continue to own, operate, and maintain a 161 kV, single circuit transmission line with necessary metering from UE's Adair Substation to a point on the Iowa-Missouri border within the first mile west of the east boundary of Appanoose County, Iowa, where it interconnects with a 161 kV transmission line owned by ITC Midwest from its Appanoose Substation south to the point of interconnection, known as the Appanoose-Adair Line. AECI shall have the right to schedule up to 50,000 kW with ITC Midwest over the Appanoose-Adair Line. Transactions involving more than 50,000 kW are subject to the approval of UE.

AECI will also continue to have available, operate, and maintain a 161 kV, single circuit, three phase transmission line with necessary metering from its Thomas Hill Substation to a point of interconnection with the system of Kansas City Power and Light Greater Missouri Operations (KCPL-GMO) near Maryville, Missouri. UE shall have the right to schedule up to 50,000 kW with KCPL-GMO for transmission to and from UE's system over the Thomas Hill-Maryville 161 kV line. Transactions involving more than 50,000 kW are subject to approval of AECI.

Jurisdictional and Functional Control: UE will have functional and AECI will have jurisdictional control over the Adair terminal for the 161 kV line to Novelty. AECI will have functional and UE will have jurisdictional control over the Adair terminal for the 161 kV line to Thomas Hill.