

JOINT PROSECUTION AND DEFENSE AGREEMENT

This Joint Prosecution and Defense Agreement (“Agreement”), entered into as of June 1, 2016, confirms certain understandings reached between Clean Line Energy Partners LLC and its subsidiaries, including Grain Belt Express Clean line LLC (“Clean Line”), and the Missouri Joint Municipal Electric Utility Commission and its affiliates (“MJMEUC”) (collectively, “Parties”), whose authorized representatives have executed this Agreement, with respect to the joint prosecution, defense and investigation regarding certain cases pending before or to be filed at the Missouri Public Service Commission (“PSC”) and the Federal Energy Regulatory Commission (“FERC”), including any future proceedings in judicial or other administrative forums, that relate to the Parties joint efforts to receive regulatory and other legal approval regarding high-voltage, direct current electric transmission projects, and to oppose efforts by third parties objecting to such projects (such matters collectively referred to as “Regulatory Litigation”).

WHEREAS, the Parties believe and anticipate that the nature of the Regulatory Litigation will present various common legal and factual issues and that the Parties have a mutuality of interest in a joint prosecution, defense, and investigation of the Regulatory Litigation; and

WHEREAS, the Parties wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality of communications and documents protected by the attorney-client privilege, the work product doctrine, or any other privilege or protection with regard to any actual or potentially adverse party; and

WHEREAS, it is the intention and understanding of the Parties that past and future communications among them, or among them and any counsel retained by any of them, or among their retained counsel, and any joint interviews of prospective witnesses or any interviews obtained by counsel for one Party hereto with the knowledge, consent and on behalf of the other

Parties, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by all applicable privileges, except as set forth herein; and

WHEREAS, in order to pursue a joint prosecution, defense, and investigation effectively the undersigned have also each concluded that, from time to time, their interests will be best served by sharing documents and information, including but not limited to factual investigations and materials, mental impressions, memoranda, financial reports, feasibility studies and assessments, litigation strategies and other information, including the confidences of each Party, all of which will hereafter be referred to as the "Shared Information"; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Shared Information contemplated herein does not diminish in any way the confidentiality of the Shared Information and does not constitute a waiver of any privilege or protection otherwise available.

IT IS THEREFORE AGREED as follows:

1. Shared Information may be disclosed to or transferred among the Parties orally or in writing or by any other appropriate means of communications. The Parties intend that no claim of work-product, attorney-client, joint-defense or any other privilege or protection be waived by reason of such disclosure of Shared Information.

2. The Parties agree that, except as specified below, all Shared Information received from each Party or its counsel or other agents and representatives shall be held in strict confidence by the receiving Party and by all persons to whom such confidential information is revealed by the receiving Party pursuant to this Agreement. The Shared Information may be shared by the receiving Party with its own officers, directors, employees, attorneys, accountants, experts and representatives working on the Regulatory Litigation and may be used by such

persons in connection with the Regulatory Litigation and conducting such other activities that are necessary and proper to carry out the purposes of this Agreement. The Shared Information shall not be used by the receiving Party for any other purpose without the prior written consent of the Party providing the information.

3. Shared Information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information may become the subject of an administrative or judicial order requiring disclosure of such information by a Party, the Party may satisfy its confidentiality obligations under this Agreement by notifying the Party that generated the information and by giving such Party an opportunity to protect the confidentiality of the information, including permitting such Party a reasonable opportunity to intervene and be heard and otherwise cooperating fully with such Party in any proceeding relating to the disclosure of Shared Information.

4. Each Party shall take all necessary and appropriate measures to insure that any person who is granted access to any Shared Information or who participates in work on common projects or who otherwise assists such Party in connection with the Regulatory Litigation, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.

5. The Parties intend to protect from disclosure all information and documents shared among the Parties to the greatest extent permitted by law regardless of whether the sharing occurred before the execution of this Agreement and regardless of whether the writing or document is marked "Confidential." Notwithstanding the foregoing, nothing in this Agreement shall obligate one Party to share or communicate any material with the other Parties hereto.

6. The confidentiality obligations of the Parties under this Agreement shall remain in full force and effect whether the Parties cease to have interests in common or whether the Regulatory Litigation is resolved (either in whole or with respect to less than all of the Parties) by final judgment, determination or settlement. This Agreement shall not apply to Shared Information that is now or hereafter becomes public knowledge without violation of this Agreement.

7. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, or an estoppel by a Party or by any other person.

8. Any waiver or modification of this Agreement must be in writing and signed by the Parties.

9. The existence of this Agreement is itself confidential and will not be disclosed to a third party, except when necessary to assert a privilege.

10. This Agreement shall not be rendered void by virtue of one or more of the provisions hereof being held unenforceable, but shall remain in full force and effect as to the remaining provisions.

11. This Agreement shall be governed by Missouri law, and may be executed in counterparts, including by signature transmitted by facsimile. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

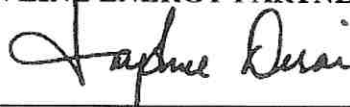
12. Nothing in this Agreement shall be construed to affect, constrain or inhibit the separate representation of each Party by its respective Counsel. An attorney-client relationship between a Party and Counsel for any other Party shall not be created by any action taken under

this Agreement. Neither a Party nor its Counsel shall have the authority to waive a privilege without the consent of the other Party.

13. Each Party has the right to terminate this Agreement at any time. Termination shall be effective upon receipt of written notice to the other Party. Termination of this Agreement shall not operate as a waiver or authorize violation of the Agreement. The terminating Party is obligated to maintain the confidentiality of information shared under this Agreement.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entities or individuals on whose behalf it is indicated that the person is signing.

CLEAN LINE ENERGY PARTNERS LLC



Name: Jaysuree Desai
Position: COO

**MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION**



Name: Duncan Kincheloe
Position: President and General Manager