

INTERIM AGREEMENT AND AMENDMENT

This **INTERIM AGREEMENT AND AMENDMENT** (this “Interim Agreement”), dated as of November 12, 2018, is entered into by and between Grain Belt Express Clean Line LLC (“GBX”) and the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”; each of GBX and MJMEUC, a “Party”, and together, the “Parties”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in that certain Long-Term Transmission Service Agreement, dated as of June 2, 2016 (as amended, amended and restated, supplemented and/or modified from time to time, the “Transmission Agreement”).

WHEREAS, MJMEUC has requested that GBX deliver to MJMEUC on or prior to December 31, 2019, and maintain thereafter in connection with the Transmission Agreement until the date on which GBX issues notice to proceed for the construction of the Project to one or more of its primary contractors, credit support in the amount of Three Million Four Hundred Thousand Dollars (\$3,400,000) (the “Credit Support”); and

WHEREAS, GBX is willing to negotiate terms and conditions in respect of the Credit Support, including, without limitation, the period for which such Credit Support shall be in effect, MJMEUC’s remedies in respect thereof, the conditions precedent to draws on the Credit Support by MJMEUC, the permitted amount and timing of such draws and such other adjustments to the terms of the Transmission Agreement as may be appropriate in connection with the foregoing; and

WHEREAS, the Parties have agreed, pursuant to Section 19.2 of the Transmission Agreement and subject to the terms and conditions of this Interim Agreement, that the Transmission Agreement be amended to reflect certain agreed upon revisions to Attachment 1 thereto.

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions stated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

1. The Transmission Agreement is hereby amended by replacing Attachment 1 thereto in its entirety with the revised attachment set forth in Annex I hereto.

2. The Parties hereby agree to negotiate in good faith to enter into a further amendment to the Transmission Agreement (the “Second Amendment”) on or before December 15, 2018, establishing mutually acceptable terms and conditions in respect of the Credit Support.

3. Except as expressly set forth in numbered paragraph 1 hereof, all of the terms and conditions of the Transmission Agreement remain in full force and effect, and none of such terms and conditions are, or shall be construed as, otherwise waived, amended or modified by this Interim Agreement. For the avoidance of doubt, neither Party shall have any obligation hereunder in respect of the Second Amendment or the Credit Support except as expressly stated herein.

4. This Interim Agreement embodies the entire agreement and understanding between the Parties in respect of the subject matter hereof.

5. This Interim Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the law of the State of New York excluding choice of law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

6. This Interim Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an executed counterpart of a signature page to this Interim Agreement by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Interim Agreement.

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