



**Memorandum of Understanding between Hubbell Power Systems and Grain Belt Express Clean Line LLC for Supply of conductor hardware and polymer insulators**

This Memorandum of Understanding ("MOU") is entered into by Grain Belt Express Clean Line LLC ("Clean Line"), a limited liability company formed under the laws of the state of Delaware, and Hubbell Power Systems, Inc. ("Hubbell"), a publicly-traded, Delaware corporation (each of Clean Line and Hubbell is referred to as a "Party" and collectively as the "Parties"). The Parties agree to use good faith efforts to negotiate an agreement (the "Supply Agreement") for the supply of conductor hardware and polymer insulators for the Grain Belt Express Clean Line Project, which project consists of an overhead, high voltage direct current transmission line running from western Kansas to western Indiana (the "Grain Belt Express Clean Line" or the "Project"). The Supply Agreement shall contain commercially reasonable terms and, shall be subject to the mutual agreement and benefit of the Parties. This MOU sets forth a framework for the negotiation of the Supply Agreement; provided, however, either Party is free to request the inclusion of additional or different terms and conditions in the Supply Agreement. Notwithstanding anything to the contrary in this MOU, nothing contained herein shall be deemed to bind a Party to enter into a Supply Agreement.

Each Party shall treat the negotiations of the Supply Agreement as confidential, unless the other party gives its prior written consent to its (or any part thereof) disclosure. Prior to negotiating any Supply Agreement, the Parties agree to sign a Confidentiality Agreement. Either party may disclose the contents of this MOU and may issue a press release(s) concerning this MOU, subject to the consent of the other Party, not to be unreasonably withheld.

**Pre-Supply Agreement Activities**

In exchange for the agreements contained herein, Clean Line hereby designates Hubbell as the "Preferred Supplier" of conductor hardware and polymer insulators for the Project. Hubbell will make engineering resources available to aid in design of conductor hardware assemblies and polymer insulators. In addition, Hubbell will serve as an advocate for Clean Line for the development of the Project. At Clean Line's reasonable request, Hubbell representatives will:

- 1) Work with Clean Line and/or its Engineer to develop appropriate specifications and testing requirements for all conductor hardware assemblies and polymer insulators;
- 2) Procure appropriate testing and certification for use of polymer insulators on the Project;

- 3) Write letters of support that may be used in regulatory filings or other public venues;
- 4) Attend town-hall or other public open house meetings in support of the Project;
- 5) Attend smaller group meetings with local and state leadership;
- 6) Co-sponsor activities at wind industry, transmission or state or local economic development events;
- 7) Assist in identifying suppliers based in the Project area; and
- 8) Engage in other, future-defined activities of support.

Each Party shall pay the costs it incurs for its own performance of the above activities.

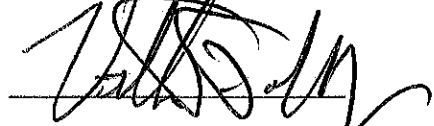
#### **Framework for Supply Agreement**

Under the Supply Agreement to be negotiated between the Parties, Clean Line will commit to purchase all conductor hardware assemblies and polymer insulators from Hubbell for the Grain Belt Express Clean Line Project. In exchange, Hubbell will commit to the following:

- 1) At least 75% of all conductor hardware assemblies and all fiberglass rod for insulators for the Grain Belt Express Clean Line will be manufactured at the Centralia, MO facility.
- 2) Establish an agreed-upon stocking program of components in Centralia, MO or other facilities in the vicinity of the project.
- 3) Establish a supplier base within the Project area to supply as much raw material as possible from local companies.

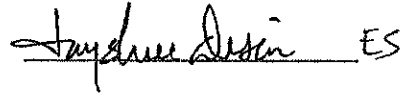
This MOU shall become effective upon signature by the Parties. It shall be superseded by any signed Supply Agreement. It may be terminated by either party at any time upon 30 days' notice to the other Party at the addresses below. The terms and provisions of this MOU shall be governed and interpreted by the laws of the State of Delaware, without regard to its conflict of law issues.

Accepted: September <sup>12</sup> 2012



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Accepted: September 5, 2012



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