

Exhibit No. 115  
Issues: Customer Agreement,  
Public Outreach Process,  
Economic Benefits  
Witness: Mark O. Lawlor  
Type: Direct Testimony  
Sponsoring Party: Grain Belt Express  
Clean Line LLC  
Case No.: EA-2016-0358  
Date Testimony Prepared: August 30, 2016

**MISSOURI PUBLIC SERVICE COMMISSION**

**CASE NO. EA-2016-0358**

**DIRECT TESTIMONY OF**

**MARK O. LAWLOR**

**ON BEHALF OF**

**GRAIN BELT EXPRESS CLEAN LINE LLC**

*GB* Exhibit No. 115  
to 3-2017 Reporter LB  
No. EA 2016-0358

**August 30, 2016**

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1 **I. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q. Please state your name, present position and business address.**

3 A. My name is Mark O. Lawlor. I am Director of Development for Clean Line Energy Partners  
4 LLC (“Clean Line”). Clean Line is the ultimate parent company of Grain Belt Express  
5 Clean Line LLC (“Grain Belt Express” or “Company”), the Applicant in this proceeding.  
6 I am based in the Kansas City metropolitan area, but my business address is 1001  
7 McKinney Street, Suite 700, Houston, TX 77002.

8 **Q. Please describe your educational and professional background.**

9 A. I received my undergraduate degrees in political science and environmental studies from  
10 the University of Kansas in 1997 and my Juris Doctor from Washburn University in 2000.  
11 Immediately prior to joining Clean Line, I was Project Manager for EDP Renewables  
12 (previously known as Horizon Wind Energy) and was tasked with developing wind energy  
13 projects, managing transmission policy in the Midwest region, and overseeing legislative  
14 and regulatory matters in the region on behalf of that company. Before joining Horizon  
15 Wind Energy, I was a founding partner in a law firm specializing in renewable energy law.

16 **Q. Have you previously testified before any federal or state regulatory commissions?**

17 A. Yes. I have testified before the Kansas Corporation Commission (“KCC”), Illinois  
18 Commerce Commission (“ICC”), and the Missouri Public Service Commission (the  
19 “Commission”).

20 **Q. What are your duties and responsibilities as Director of Development at Clean Line?**

21 A. I am responsible for the development of the Grain Belt Express Clean Line transmission  
22 project (“Grain Belt Express Project” or “Project”). I oversee the siting process, public  
23 outreach, regulatory and environmental permitting efforts, and commercial agreements  
24 with Missouri utilities among other duties.

1 **Q. What is the purpose of your direct testimony?**

2 A. I will describe the long-term Transmission Service Agreement (“TSA”) that Grain Belt  
3 Express has signed with the Missouri Joint Municipal Electric Utility Commission  
4 (“MJMEUC”). I will also describe public outreach activities related to siting and how  
5 information about the Project is shared with landowners and other stakeholders. I will  
6 describe some of the economic benefits that will be generated by the construction and  
7 operation of the Project and the support that has been garnered for the Project.

8 **II. AGREEMENT WITH MISSOURI-BASED UTILITY**

9 **Q. Please explain the agreement Grain Belt Express has with municipal utilities in**  
10 **Missouri.**

11 A. On June 2, 2016, Grain Belt Express entered into a long-term TSA with MJMEUC.  
12 **Schedule MOL-1** contains a copy of the TSA. MJMEUC is a joint action agency  
13 authorized under Section 393.700, et seq.,<sup>1</sup> RSMo to operate as an electric utility for the  
14 benefit of Missouri municipal and cooperative electric utilities. Today MJMEUC has 67  
15 members who serve approximately 347,000 retail customers and who have a combined  
16 peak load of over 2,600 MW. Under the agreement, MJMEUC has agreed to purchase a  
17 minimum of 100 MW and up to 200 MW of firm transmission capacity rights on the Grain  
18 Belt Express Project from Grain Belt Express’ western converter station in Ford County,  
19 Kansas to the converter station in Missouri (“Kansas-Missouri Service”) for the benefit of  
20 their existing full-requirements pool members and other members.

21 In addition, MJMEUC has agreed to purchase 25 MW of capacity (with the option  
22 to purchase another 25 MW) from the Missouri converter station to the Sullivan Substation

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<sup>1</sup> All statutory references are to the Missouri Revised Statutes (2000), as amended, unless otherwise noted.

1 in PJM Interconnection LLC (“PJM”) (“Missouri-PJM Service.”) This allows MJMEUC  
2 utilities the ability to directly make off-system sales into the PJM market and derive  
3 additional financial benefits.

4 This agreement, along with a power purchase agreement for wind energy, provides  
5 MJMEUC and its members with long-term access to low-cost renewable energy and  
6 substantial economic benefits compared to alternative options.

7 **Q. Has MJMEUC estimated the benefits it will receive from the Kansas-Missouri Service**  
8 **capacity?**

9 A. Yes. Due to the direct delivery into Missouri, MJMEUC can access low-cost energy via  
10 the Project with less energy loss and without congestion risk associated with comparably-  
11 priced wind energy delivered over the alternating current (“AC”) system in the  
12 Midcontinent Independent System Operator, Inc. (“MISO”) or the Southwestern Power  
13 Pool, Inc. (“SPP”). As a result, wind energy delivered to MJMEUC members through the  
14 Project will cost substantially less than other alternatives. MJMEUC also compared the  
15 cost of delivered energy by the Project to existing contracts for energy and capacity. Based  
16 on proposed power purchase agreement terms from wind developers near the Kansas  
17 converter station, MJMEUC estimates that the capacity purchase of 200 MW from the  
18 Project will save members at least \$10 million annually compared to an existing contract  
19 for fossil fuel generation.

20 **Q. How will the MJMEUC members benefit from Missouri-PJM Service provided in this**  
21 **agreement?**

22 A. MJMEUCU has the right to use 25 MW of capacity from the Missouri converter station to  
23 PJM. They also have an option to purchase an additional 25 MW of this capacity at a future

1 date. This capacity will allow MJMEUC the opportunity to make off-system sales into the  
2 PJM market creating a new revenue opportunity.

3 **Q. Have other municipal utilities expressed interest in joining the long-term**  
4 **Transmission Service Agreement with MJMEUC?**

5 A. Yes. Several MJMEUC members outside of the full-requirement pool have shown interest  
6 in participating in the TSA with MJMEUC. On June 16, 2016, the Council of the City of  
7 Kirkwood authorized their municipal utility to enter into negotiations with MJMEUC. The  
8 cities of Hannibal and Centralia passed similar resolutions on July 29, 2016 and August  
9 29, 2016, respectively. These Resolutions are attached as **Schedule MOL-2**. Kirkwood,  
10 Hannibal, Centralia and other MJMEUC municipalities recognize the value created by the  
11 Project and have concluded it will result in substantial benefits to their customers.

12 **III. THE PUBLIC OUTREACH PROCESS, LANDOWNER NOTIFICATION AND**  
13 **PARTICIPATION**

14 **a. Public Outreach Process**

15 **Q. What is Grain Belt Express' approach to public outreach?**

16 A. Grain Belt Express places great importance on developing and maintaining relationships  
17 with local government officials and agencies, non-governmental organizations with  
18 specific expertise and local familiarity, other utilities and businesses, and landowners  
19 (collectively referred to as "stakeholders") and strives to be transparent and fair in all  
20 interactions. Our goal is to build long-lasting relationships with landowners and  
21 community members by working in a respectful and collaborative manner throughout the  
22 life of the Project. Grain Belt Express has carried out extensive public outreach in the  
23 Project area. Beginning in 2011, Grain Belt Express has held or participated in hundreds

1 of stakeholder meetings with the general public, elected officials, landowners, and  
2 businesses throughout the Project Area and the rest of the state.

3 **Q. What are the objectives of the public outreach process in Missouri?**

4 A. Grain Belt Express operates on the premise that an extensive, methodical, multi-level  
5 public outreach strategy that is continuous and iterative with the route development process  
6 is the best way to identify a Proposed Route for the Project. An extensive public outreach  
7 process can also support the acquisition of necessary transmission line easements through  
8 voluntary transactions. The objectives of the public outreach process are:

- 9 • To develop a Proposed Route with the least impact across the state. Publicly available  
10 data sets do not contain all of the necessary information needed to route a project of  
11 this size, but methodical outreach to stakeholders can beneficially supplement publicly  
12 available information. The extensive outreach associated with this data collection also  
13 provided Grain Belt Express with opportunities to verify the accuracy of the routing  
14 data that were gathered while conducting desktop research and completing ground and  
15 helicopter surveys along potential routes.
- 16 • To communicate the purpose and need for the Project and to seek feedback on the  
17 Project from government officials, non-governmental organizations, and the public.
- 18 • To convey the Company's respect for private property rights and to provide  
19 information about planned construction practices and planned efforts to minimize and  
20 mitigate any agricultural impacts of construction of the transmission line.
- 21 • To provide general information about the Company's right-of-way acquisition process,  
22 landowner compensation, and the benefits offered to landowners.
- 23 • To develop the Project in a collaborative, methodical, and transparent manner.

1 **Q. Do you have any metrics illustrating the public outreach process in Missouri?**

2 A. Yes. Grain Belt Express keeps a record of its public outreach meetings.

3 • 12 Community Leader Roundtable Meetings

4 • 17 office hour meetings

5 • Hundreds of meetings with individual landowners

6 • 21 Public Meetings, including 8 meetings in 2016 with 712 direct mail invitations to  
7 landowners

8 **Q. Describe the meetings that Grain Belt Express had with community representatives,  
9 elected officials and landowners regarding the Project.**

10 A. Starting in 2012, Grain Belt Express conducted a series of Community Leader Roundtable  
11 Meetings (“Roundtables”) in Missouri. Grain Belt Express held 12 Roundtables with local  
12 officials, economic development representatives, and community leaders in the Project  
13 Area to gather input on constraints, opportunities and other factors that would lead to the  
14 most suitable routing options for the Project. Following the Roundtables, Grain Belt  
15 Express held Public Meetings with landowners. The purpose of these Public Meetings in  
16 2013 was to present information about the Project to interested landowners and the public  
17 in the Project Area, to answer their questions and address their concerns, and to gather  
18 feedback to refine potential route network. Grain Belt Express continued to be available to  
19 community leaders and landowners through office hour meetings. **Schedule MOL-3**  
20 contains the dates and locations of the Roundtables, 2013 Public Meetings and office hour  
21 meetings.

22 In 2016, Grain Belt Express again held public meetings in each of the eight counties  
23 through which the Project will pass to provide information about the Project, answer



1 questions about the Project and review the Proposed Route. **Schedule MOL-4** is a table of  
2 the dates and locations of the eight Public Meetings held in June 2016.

3 Additionally, Grain Belt Express has continually met with landowners, county  
4 commissioners, local leaders, state legislators and the public about the Project. Grain Belt  
5 Express maintains a toll-free number and has a policy to respond to calls within 48 hours.

6 **Q. In addition to public meetings, how has Grain Belt Express engaged landowners?**

7 **A.** Grain Belt Express also meets one-on-one with community leaders and landowners. Grain  
8 Belt Express Project representatives have spoken with a large majority of the individual  
9 property owners along the Project's Proposed Route. Invitations to public meetings and  
10 notices of filing have been sent to all property owners of record and attempts to contact  
11 and meet with every landowner have been made.

12 The Company's intent in meeting with landowners far in advance of construction  
13 is to provide as much time as possible for landowners to understand the Project, review the  
14 easement agreement, and secure legal representation if desired. Grain Belt Express strives  
15 to identify issues specific to each landowner, and to address these issues by making minor  
16 route adjustments or modifying the easement agreement wherever possible.

17 **Q. Has Grain Belt Express been in contact with federal and state government**  
18 **departments and agencies about the Grain Belt Express Project?**

19 **A.** Yes. Grain Belt Express has consulted with each of the following state and federal  
20 government departments and agencies concerning the Project for one or more of the  
21 following purposes: (1) to inform the department or agency about the Project, because the  
22 department or agency may have some regulatory responsibility or interest concerning the  
23 Project; (2) to inquire about the processes for obtaining any permits, licenses or other

1 approvals required from the department or agency for the Project; and (3) to obtain  
2 information the department or agency may have that is pertinent to the determination of  
3 the Proposed Route.

- 4 • Missouri Department of Conversation
- 5 • Missouri Department of Natural Resources (State Historical Preservation  
6 Office, Division of Environmental Quality)
- 7 • Missouri Department of Transportation
- 8 • National Parks Service
- 9 • U.S. Natural Resources Conservation Service
- 10 • Federal Energy Regulatory Commission (FERC)
- 11 • U.S. Fish and Wildlife Service (USFWS)
- 12 • U.S. Environmental Protection Agency, Region 7
- 13 • U.S. Army Corps of Engineers (USACE)

14 Grain Belt Express has also had numerous contacts with other federal departments and  
15 agencies and with the comparable state government departments and agencies in Kansas,  
16 Missouri, Illinois and Indiana concerning the Project, the Project route, and permits,  
17 licenses and approvals that may be required for the Project in other states. Interactions with  
18 state and federal agencies are described in more detail in the Direct Testimony of Company  
19 witness James Puckett.

20 **Q. Has Grain Belt Express been in contact with non-governmental organizations about**  
21 **the Project?**

22 **A.** Yes. Grain Belt Express held meetings with representatives of non-governmental  
23 organizations (“NGOs”) and relevant associations in Missouri beginning in 2011. The

1 goals were to present the Project overview and anticipated schedule, discuss siting criteria  
2 and methodology, and gather additional information.

- 3 • The Nature Conservancy
- 4 • Associated Industries of Missouri
- 5 • Association of Missouri Electric Cooperatives
- 6 • Audubon Missouri
- 7 • Ducks Unlimited
- 8 • Missouri Farm Bureau
- 9 • Missouri Association of Counties
- 10 • Missouri Chamber of Commerce and Industry
- 11 • Missouri Prairie Foundation
- 12 • The Sierra Club

13 **Q. How did you notify the public of meetings on the Project?**

14 **A.** Grain Belt Express has utilized a combination of newspaper advertisements, press releases,  
15 personal invitations via the U.S. Postal Service, and phone calls to landowners to notify  
16 stakeholders of meetings on the Project. Prior to filing this Application with the  
17 Commission, Grain Belt Express sent personal invitations to landowners with property  
18 along the Proposed Route to notify them of the Public Meetings. **Schedule MOL-5**  
19 contains a sample of the letter sent to landowners for the Public Meetings held in 2016.

20 **Q. How did Grain Belt Express obtain landowner addresses for the notification of Public**  
21 **Meetings in 2016?**

22 **A.** Grain Belt Express engaged Lochmueller Group, a St. Louis company, to identify the  
23 landowner of record for each parcel crossed by the Project by obtaining this data from

1 publicly available tax card information. In addition to mailing the landowners of record  
2 listed on the county's tax card, Grain Belt also mailed invitations to other contacts that are  
3 in our database from previous meetings with landowners. These individuals are associated  
4 with the parcels as tenants, relatives of landowners, and others who have attended past  
5 meetings on the Project. In total, Grain Belt Express mailed 712 letters notifying  
6 landowners of record and associated contacts of the public meetings held in June 2016.

7 **Q. In addition to the meetings you described, did Grain Belt Express reach out to the**  
8 **public through other means?**

9 A. Yes. Grain Belt Express has also maintained an active online presence. The Project's  
10 website, [www.grainbeltexpresscleanline.com](http://www.grainbeltexpresscleanline.com), has been maintained and actively updated  
11 since the beginning of the Project's development in 2010. Among other information, the  
12 website contains: (1) a video that describes the need for the Project and how Grain Belt  
13 Express will bring significant economic benefit to Missouri and other states through  
14 transmission expansion to support new wind energy projects; (2) a construction simulation  
15 video describing each step of the pre-construction and construction processes; (3) a  
16 Frequently Asked Questions section for stakeholders to learn details about the Project; (4)  
17 a section on how local businesses can learn about opportunities to participate in the  
18 construction of the Project; and (5) sections for Missouri landowners to learn about  
19 upcoming public meetings, view maps, read studies relating to the Project, and locate third-  
20 party resources.

21 **b. Selection of the Proposed Route**

22 **Q. Does Grain Belt have an approved route in other states traversed by the Project?**

23 A. Yes. Both the KCC and the ICC have approved a route for the Grain Belt Express Project.  
24 The Indiana Utility Regulatory Commission ("IURC") does not exercise jurisdiction over

1 transmission line routes in the state, but they have provided other required regulatory  
2 approval for the Project.

3 **Q. Who developed the Proposed Route for the Grain Belt Express in Missouri?**

4 A. The Proposed Route was developed by the Grain Belt Express Routing Team. The Routing  
5 Team is a multidisciplinary group that developed and analyzed routes, performed public  
6 outreach, coordinated with state and federal agencies, compared Alternative Routes and  
7 participated in determining the Proposed Route of the Project. The Routing Team consisted  
8 of individuals from Clean Line, including me, and The Louis Berger Group, Inc. (“Louis  
9 Berger”), which the Company engaged to assist it in determining the Proposed Route. The  
10 Routing Team produced the Missouri Route Selection Study in 2014 and the Routing Study  
11 Addendum, developed in 2016 and submitted with this Application. These reports contain  
12 a detailed description of the route development process and how the Proposed Route was  
13 determined. The Missouri Route Selection Study and Routing Study Addendum are  
14 included as Schedules JPG-1 and JPG-2 to the Direct Testimony of Grain Belt Express  
15 witness James Puckett.

16 **Q. What are the qualifications of the Routing Team members?**

17 A. The Routing Team members have experience in public outreach and communication,  
18 transmission line route selection, natural resource impact assessment, land use assessment  
19 and planning, cultural resource identification and assessment, impact mitigation,  
20 transmission line engineering and design, and construction. Schedule JPG-1 to the Direct  
21 Testimony of Grain Belt Express witness James Puckett lists the Routing Team members,  
22 their business affiliation, and their respective areas of responsibility.

23 **Q. What work did the routing team perform?**

1 A. Beginning in early 2011, the Routing Team executed an extensive, methodical, multi-level  
2 public outreach strategy that utilized input from local authorities, government agencies,  
3 non-governmental organizations, and individual landowners throughout the Project Study  
4 Area. The Project Study Area refers to those portions of the four-state area of Kansas,  
5 Missouri, Illinois, and Indiana that were examined regarding the location of the Project.  
6 The Routing Team used the information collected through this extensive process to identify  
7 the Proposed Route. As described in the Missouri Route Selection Study and the Routing  
8 Study Addendum, the goal in selecting the best route for the Project is to minimize the  
9 overall effects of the transmission line on the natural and human environment and historic  
10 and cultural resources, while avoiding unreasonably circuitous routes, unreasonable costs,  
11 and special design requirements.

12 **Q. Generally speaking, what opportunities were the public and other agencies and**  
13 **organizations given to provide feedback during the route selection process prior to**  
14 **Grain Belt Express' identification of a Proposed Route?**

15 A. Grain Belt Express held public meetings to seek feedback on routing options as described  
16 in Section III-A above. To enable landowners who were unable to attend the Public  
17 Meetings to learn about the Project and provide feedback, Grain Belt Express encouraged  
18 stakeholders to submit both general comments and routing-specific comments through the  
19 Grain Belt Express website or toll-free phone number. Information provided at the Public  
20 Meetings was made available on the Project website, including aerial maps of routing  
21 options and then the Proposed Route. Visitors to the Grain Belt Express website will find  
22 a link on the homepage entitled "Missouri Landowner Information" where this information  
23 is available and where comments can be submitted. Landowners and other stakeholders

1 contacted the Grain Belt Express team by our toll-free phone number or by email.

2 **Q. What process did the Routing Team follow to arrive at the Proposed Route?**

3 A. The Routing Team first analyzed the information gathered through research and the public  
4 outreach process to examine potential electric transmission line routes within the Study  
5 Area, then refined and narrowed the options through a careful process of elimination, and  
6 finally, identified an optimum route selection. This process is described in detail in the  
7 Missouri Route Selection Study and the Routing Study Addendum. Consistent with the  
8 Routing Team's objectives, the Proposed Route minimizes the overall effect of the  
9 transmission line on the natural and human environment and historic and cultural resources,  
10 avoids unreasonably circuitous routes and unreasonable costs, and minimizes special  
11 design requirements. The manner in which the Proposed Route meets these considerations  
12 is more fully described in the Missouri Route Selection Study and Routing Study  
13 Addendum attached as a schedule to the Direct Testimony of Company witness James  
14 Puckett.

15 **Q. How was feedback from meetings with landowners taken into account?**

16 A. The Routing Team reviewed each comment and responded in writing or by phone to  
17 individuals posing a specific question. Where a commenter provided route-specific  
18 information or input, the comments were used in reviewing and modifying the various  
19 route alternatives.

20 **Q. Have any adjustments been made to the Proposed Route that was filed with the**  
21 **Commission in Grain Belt Express' filing in 2014 in Case No. EA-2014-0207 ("2014**  
22 **Case")?**

23 A. Yes. Following a desktop and aerial review of the route, one-on-one meetings with

1 landowners, and public landowner meetings, Grain Belt Express made 16 adjustments to  
2 the Proposed Route filed in the 2014 Case.

3 These route adjustments were made to address concerns raised by landowners and  
4 the Commission in its 2015 Order<sup>2</sup>. These route adjustments are described in more detail  
5 in the Direct Testimony of Company witness James Puckett. Many of the route adjustments  
6 were a result of the extensive landowner outreach through public and individual landowner  
7 meetings. Grain Belt Express will continue to work with landowners whenever possible to  
8 accommodate their requests for adjustments to the Proposed Route on their property.

9 **Q. Is the Company notifying landowners with property along the Proposed Route of the**  
10 **Project in Missouri of the filing of the Company's application with the Commission?**

11 **A.** Yes. Although not required, Grain Belt Express is providing notice of its filing in this  
12 docket by U.S. mail to every person or entity listed by the county tax collector as an owner  
13 of property located within the right-of-way described in the Proposed Route. A copy of the  
14 letter that is being sent to landowners is provided in **Schedule MOL-6**.

15 **Q. Has Grain Belt Express identified utilities whose lines will be crossed by the Grain**  
16 **Belt Express Clean Line?**

17 **A.** Yes. Pursuant to 4 CSR 240-3.105(1)(B)1, Grain Belt Express included with its  
18 Application a list of all electric and telephone lines of regulated and nonregulated utilities,  
19 railroad tracks or any underground facility, as defined in Section 319.015, RSMo, which  
20 the proposed construction will cross of the utilities that are crossed. The list is provided as  
21 Exhibit 3 to the Application.

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<sup>2</sup> Missouri Public Service Commission, Report and Order, File No. EA-2014-0207



1 **III. CREATION OF JOBS IN MISSOURI**

2 **Q. Have there been estimates on the economic impact of this Project to the State of**  
3 **Missouri**

4 A. Yes. The Missouri Economic Research and Information Center (“MERIC”) conducted an  
5 analysis on the economic impact potential the Project would have on Missouri. Using the  
6 REMI model, MERIC estimates the Project will create more than 1,500 jobs during the  
7 three years of construction. In addition, Grain Belt Express will increase personal income  
8 by \$246 million, increase gross domestic product by \$476 million and increase state  
9 general revenue by \$9.6 million over this three-year period.

10 The MERIC study, attached as **Schedule MOL-7**, also outlines the estimated long-  
11 term economic benefits of the Project, including property taxes paid at the county level.  
12 For example, the Grain Belt Express will pay over \$7.2 million to eight Missouri counties  
13 that the Project will cross in the first year of operation.

14 **Q. Has the Company engaged an Engineering, Procurement and Construction (“EPC”)**  
15 **contractor for the Project?**

16 A. Yes. Grain Belt Express has entered into an HVDC Transmission Development Agreement  
17 with Quanta Services, Inc. (“Quanta”), which sets the framework for an EPC contract.  
18 Quanta’s affiliate, PAR Electrical Contractors, Inc. (“PAR”) will lead these efforts as  
19 primary contractor. PAR is one of the largest and most respected EPC contractor  
20 companies in North America. More than 3,000 PAR employees deliver the technical skill  
21 and physical capacity to respond safely, quickly and cost effectively to any project. Based  
22 in Kansas City, Missouri, PAR has permanent offices across the nation as well as  
23 temporary offices near its work sites. PAR’s engineering and construction managers are  
24 based in the Kansas City and St. Louis offices with 400 employees based in Kansas City

1 at PAR's headquarters and 200 employees based at PAR's office in St. Louis. Company  
2 witness Thomas Schiflett will describe Quanta's and PAR's relationship with Grain Belt  
3 Express as well as its involvement in the Project in his Direct Testimony.

4 **Q. Is Grain Belt Express planning to purchase any materials or components from any**  
5 **specific Missouri vendors?**

6 A. Yes. Grain Belt Express has signed preferred supplier agreements with three businesses  
7 located in Missouri:

- 8 • Hubbell Power Systems, Inc. ("Hubbell") will manufacture the insulator cores and  
9 conductor hardware at its Centralia, Missouri facility. The Company's agreement  
10 with Hubbell is attached as **Schedule MOL-8**. It designates Hubbell as the  
11 "Preferred Supplier" of conductor hardware and polymer insulators for the Project.  
12 Hubbell will also establish a supplier base within the Project Area to source raw  
13 material from local companies. To support the agreement with Grain Belt Express,  
14 Hubbell will invest over \$9 million in its Centralia facilities. While precise cost  
15 estimates require final design work and knowledge of commodity prices at the time  
16 the order is placed, Grain Belt Express and Hubbell estimate that the conductor  
17 hardware and polymer insulators for the Project will cost approximately \$7 million.
- 18 • General Cable Industries, Inc. ("General Cable") will manufacture roughly 23  
19 million feet of steel core for the Project's transmission line conductor in Sedalia,  
20 Missouri where it employs approximately 185 people. Grain Belt Express  
21 estimates that the order of more than 20 million feet of conductor core will cost  
22 approximately \$109.2 million. The MOU with General Cable is attached as

1           **Schedule MOL-9**, and designates General Cable as the “Preferred Supplier” of  
2           conductor for the Project.

- 3           • ABB Inc. (“ABB”) will manufacture AC transformers associated with the Project’s  
4           AC collector system at ABB’s St. Louis, Missouri manufacturing facility,  
5           supporting approximately 20 jobs. Grain Belt Express estimates that the AC  
6           transformers will cost approximately \$10 million. The Company’s MOU with ABB  
7           is attached as **Schedule MOL-10**, and designates ABB as the “Preferred Supplier”  
8           of AC transformers for the Project.

9           **Schedule MOL-11** contains letters from ABB, Hubbell, and General Cable that describe  
10          what the supplier agreements contemplate for each company. Grain Belt Express will  
11          finalize additional contracts with preferred suppliers for the Project once detailed design  
12          work is has been completed.

13   **Q.    Please describe the public support for the Project in Missouri?**

14   A.    Missourians across the state have recognized the significant public benefit created by the  
15    Grain Belt Express Project. Missourians who have expressed support for the Project  
16    include landowners and elected officials and members of environmental organizations,  
17    labor unions and local businesses. In 2014, approximately 90 people spoke in support of  
18    the Project at a public hearing held by the Commission. Additionally, Missourians signed  
19    and submitted more than 1,000 letters of support for the 2014 Case.

20   **Q.    Does this conclude your Direct Testimony?**

21   A.    Yes.

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Grain Belt Express )  
Clean Line LLC for a Certificate of Convenience and )  
Necessity Authorizing it to Construct, Own, Control, )  
Manage, Operate and Maintain a High Voltage, Direct )  
Current Transmission Line and an Associated Converter )  
Station Providing an Interconnection on the Maywood- )  
Montgomery 345 kV Transmission Line )

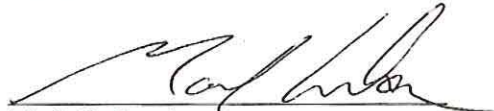
Case No. EA-2016-0358

**AFFIDAVIT OF MARK O. LAWLOR**

STATE OF Texas )  
 ) ss  
COUNTY OF Harris )

Mark O. Lawlor, being first duly sworn on his oath, states:

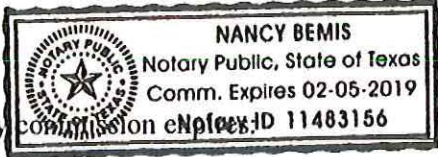
1. My name is Mark O. Lawlor. I am Director of Development for Clean Line Energy Partners LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Grain Belt Express Clean Line LLC consisting of 19 pages, having been prepared in written form for introduction into evidence in the above-captioned docket.
3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.

  
Mark O. Lawlor

Subscribed and sworn before me this 30<sup>th</sup> day of August, 2016.

  
Nancy Bemis  
Notary Public

My commission expires ID 11483156



**CONFIDENTIAL**

**EXECUTION VERSION**

**Service Agreement No. 1**

**LONG-TERM TRANSMISSION SERVICE AGREEMENT**

**BY AND BETWEEN**

**GRAIN BELT EXPRESS CLEAN LINE LLC**

**AND**

**THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

**Dated as of June 2, 2016**

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**LONG-TERM TRANSMISSION SERVICE AGREEMENT  
BY AND BETWEEN  
GRAIN BELT EXPRESS CLEAN LINE LLC  
AND  
THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

This LONG-TERM TRANSMISSION SERVICE AGREEMENT (“Agreement”), dated as of June 2, 2016 is made and entered into by and between GRAIN BELT EXPRESS CLEAN LINE LLC (“Grain Belt Express” or “Transmission Provider”) and the MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION (“MJMEUC” or “Transmission Customer”). Transmission Provider and Transmission Customer may be referred to herein individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, Grain Belt Express is developing the Grain Belt Express Clean Line, an approximately 780-mile overhead high-voltage direct current transmission line and associated facilities (the “Project”), which will interconnect to existing alternating current transmission systems in three places: (i) the point at which the Project interconnects with the transmission system under the operational control of Southwest Power Pool, Inc. (“SPP”) near the Spearville 345-kV substation in Ford County, Kansas, (ii) the point at which the Project interconnects with the transmission system under the operational control of the Midcontinent Independent System Operator, Inc. (“MISO”) system near the Maywood 345-kV substation in northern Missouri (the “MISO Interconnection Point”) and (iii) the point at which the Project interconnects with the transmission system under the operational control of PJM Interconnection, L.L.C. (“PJM”) near the Sullivan 345-kV/765-kV substation in Sullivan County, Indiana (the “PJM Interconnection Point”).

**WHEREAS**, MJMEUC is a body public and corporate formed by its municipal utility members. MJMEUC has grown to a membership of 67 municipally-owned retail electric systems ranging in size from approximately 230 to approximately 109,700 meters. These municipal and cooperative electric systems serve 347,000 retail customers and have a combined peak load of over 2,639 MW.

**WHEREAS**, MJMEUC is authorized to construct, operate and maintain jointly owned generation and transmission facilities for the benefit of members. MJMEUC has the authority to enter into contracts for power supply, transmission service, and other services necessary for the operation of an electric utility.

**WHEREAS**, in order to meet a portion of its demand for low-cost renewable energy, MJMEUC seeks to purchase long-term, firm transmission service on the Project from the Project’s high-voltage direct current converter station located in Ford County, Kansas (the “Kansas Converter Station”) to the MISO Interconnection Point and from the MISO Interconnection Point to the PJM Interconnection Point.

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

**SECTION 1.  
DEFINITIONS**

1.1 Defined Terms. For purposes of this Agreement, the following words and expressions when initially capitalized shall have the meaning assigned to them below.

“Affiliate” shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

“Ancillary Services” shall mean those services that are designated as ancillary services under Transmission Provider’s OATT, when filed and accepted for filing by FERC.

“Applicable Laws and Regulations” shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

“Applicable Reliability Councils” shall mean the reliability councils applicable to the Project.

“Applicable Reliability Standards” shall mean the requirements and guidelines of NERC, the Applicable Reliability Councils and the relevant Balancing Authorities that are applicable to the Project.

“Arbitration Rules” shall have the meaning set forth in Section 14.2.

“Balancing Authority” shall mean the entity certified by the Applicable Reliability Council to integrate resource plans ahead of time and maintain load-interchange-generation balance within an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to, among other things, match at all times the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s) with the load within the electric power system(s).

“Business Day” shall mean any day other than a Saturday, Sunday or any other day on which the federal government is not open for business.

“Commencement Date” shall mean the date on which the Project begins commercial operations and is capable of providing the KS-MO Transmission Service and the MO-PJM Transmission Service.



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“Confidential Information” shall mean all oral and written information relating to the business, strategy, policies, prospects, assets or plans of the other Party or any of the other Party’s Related Persons and, to the extent marked “Confidential” or otherwise identified with specificity in writing as confidential at the time of disclosure, all other information provided by the Parties to one another pursuant to this Agreement. The following information does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public (including pursuant to Missouri open records laws) other than as a result of a disclosure by the receiving Party in violation of this Agreement; (ii) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (iii) information that becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to the receiving Party; (iv) information that the receiving Party develops independently without using the Confidential Information; and (v) information that the disclosing Party approves for release in writing.

“Contract Capacity” shall mean, for any calendar month during the term of this Agreement, the amount of Firm Transmission Capacity set forth in Attachment 1, as such amount may be modified as reflected in Transmission Customer’s Notice of Decision in accordance with Section 3.4, which Transmission Provider agrees to sell and provide and Transmission Customer agrees to purchase and receive pursuant to the terms of this Agreement and, where not inconsistent with this Agreement, Transmission Provider’s OATT.

“Contract Rate” shall have the meanings set forth in Attachment 1.

“Contract Year” shall mean the twelve (12) month period beginning on the Commencement Date and each subsequent twelve (12) month period.

“Damages” shall mean any and all claims, liabilities, losses, damages, causes of action, fines interest, awards, penalties, litigation, lawsuits, administrative proceedings, administrative investigations, costs and expenses (including reasonable attorneys’ fees, court costs and other costs of suit, arbitration, dispute resolution or other similar proceedings), including for injury, illness or death and including those owed to third parties (whether asserted in contract, in warranty, in tort, by statute or otherwise), except for any damages excluded by Section 15.2.

“Defaulting Party” shall have the meaning set forth in Section 6.1.

“Effective Date” shall have the meaning set forth in Section 5.1.

“Event of Default” shall have the meaning set forth in Section 6.1.

“Extension Rights” shall have the meaning set forth in Section 3.2.

“Federal Power Act” shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq.*

“FERC” shall mean the Federal Energy Regulatory Commission or its successor.

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“Financing Parties” shall mean lenders and/or equity investors (including any trustee or agent on behalf of such lenders and/or equity investors (including tax equity investors)) providing equity and/or debt financing or refinancing to either Transmission Provider or Transmission Customer, as applicable whether that financing or refinancing takes the form of private debt or equity, public debt or equity or any other form.

“Firm Transmission Capacity” shall mean firm, non-interruptible point-to-point transmission service over the Project, as measured by the capability to receive electricity at the Point of Receipt and deliver such electricity at the Point of Delivery, as determined and implemented in accordance with Good Utility Practice.

“Force Majeure” shall mean an event or circumstance which prevents a Party from performing its obligations under this Agreement, which event or circumstance is not within the reasonable control of such Party, and which by the exercise of Good Utility Practice, such Party is unable to overcome or avoid or cause to be avoided. Provided that the criteria in the first sentence are met, Force Majeure shall include any act of God, war, insurrection, riot, fire, storm or flood, vandalism, act of the public enemy, terrorism, epidemic, civil disturbances, strike, labor disturbances, work slowdown or stoppage, blockades, sabotage, labor or material shortage, or national emergency. A Force Majeure event does not include (i) acts of intentional wrongdoing by the Party claiming Force Majeure or (ii) explosion, breakage, accident or other failure of or damage to machinery or equipment unless caused by external forces of the type described herein as Force Majeure.

“Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“Governmental Authority” shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority (including FERC, NERC, and the Applicable Reliability Councils) having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Transmission Customer, Transmission Provider, or any Affiliate thereof.

“Grain Belt Express” shall have the meaning set forth in the preamble.

“Indemnified Person” shall have the meaning set forth in Section 15.1.

“Indemnifying Party” shall have the meaning set forth in Section 15.1.

“Initial Term” shall have the meaning set forth in Section 2.1.2.

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“Kansas Converter Station” shall have the meaning set forth in the recitals.

“KS-MO Transmission Service” shall have the meaning set forth in Section 2.1.1.

“Metering Equipment” shall mean all metering equipment installed or to be installed pursuant to this Agreement, as specified in Section 8.1.

“Metering Points” shall mean the Points of Receipt and the Points of Delivery.

“MISO” shall have the meaning set forth in the recitals.

“MISO Interconnection Agreement” shall mean the interconnection agreement allowing the Project to interconnect with the transmission system under the operational control of MISO.

“MISO Interconnection Point” shall have the meaning as defined generally in the recitals and as defined in detail in the MISO Interconnection Agreement.

“MJMEUC” shall have the meaning set forth in the preamble.

“MO-PJM Transmission Service” shall have the meaning set forth in Section 2.1.2.

“MPSC Approval” shall mean an order issued by the Missouri Public Service Commission authorizing Transmission Provider to operate as a public utility in the State of Missouri.

“MW” shall mean megawatt.

“MWh” shall mean MW-hour.

“NERC” shall mean the North American Electric Reliability Corporation or any entity that assumes its responsibility as the Electric Reliability Organization, as defined in the Federal Power Act.

“Non-Excused Outage” shall mean any outage of the Project or a reduction in the total transfer capability of the Project that is caused by any reason other than a Force Majeure event.

“Non-Defaulting Party” shall have the meaning set forth in Section 6.1.

“Notice of Commencement Date” shall have the meaning set forth in Section 2.4.

“Notice of Construction” shall have the meaning set forth in Section 3.3.

“Notice of Dispute” shall have the meaning set forth in Section 14.1.

“OASIS” shall mean Transmission Provider’s Open Access Same-Time Information System.

“OATT” shall mean Open Access Transmission Tariff.

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“Person” shall mean any individual, entity, firm, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority, committee, department, authority or any other body, incorporated or unincorporated, whether having distinct legal personality or not.

“PJM” shall have the meaning set forth in the recitals.

“PJM Interconnection Agreement” shall mean the interconnection agreement allowing the Project to interconnect with the transmission system under the operational control of PJM.

“PJM Interconnection Point” shall have the meaning as defined generally in the recitals and as defined in detail in the PJM Interconnection Agreement.

“Point of Delivery” shall have the meanings set forth in Attachment 1 with respect to KS-MO Transmission Service and MO-PJM Transmission Service.

“Point of Receipt” shall have the meanings set forth in Attachment 1 with respect to KS-MO Transmission Service and MO-PJM Transmission Service.

“Project” shall have the meaning set forth in the recitals.

“Real Power Losses” shall mean energy consumed by the electrical impedance characteristics of the Project, including converter and transformer losses.

“Related Persons” shall mean, in respect of a referenced Person, (i) its owners (direct and indirect), members and Affiliates, (ii) its subcontractors and (iii) the respective directors, officers, employees and agents of the referenced Person and the Persons described in clauses (i) and (ii) of this definition.

“SPP” shall have the meaning set forth in the recitals.

“SPP Interconnection Agreement” shall mean the interconnection agreement allowing the Project to interconnect with the transmission system under the operational control of SPP.

“Transmission Customer” shall have the meaning set forth in the preamble.

“Transmission Provider” shall have the meaning set forth in the preamble.

“Transmission Service Charge” shall have the meaning set forth in Section 3.5.

1.2 Interpretation. In this Agreement, unless otherwise indicated:

1.2.1 any reference to this Agreement means such agreement and any attachments thereto as the same may be amended, supplemented or otherwise modified and in effect from time to time, and shall include a reference to any document that amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;

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1.2.2 each reference to any Applicable Law and Regulation shall be deemed to refer to such Applicable Law and Regulation as the same may be amended, supplemented or otherwise modified from time to time;

1.2.3 any reference to a Person in any capacity includes a reference to its permitted successors and assigns in such capacity and, in the case of any Governmental Authority, any Person succeeding to any of its functions and capacities;

1.2.4 references to days shall refer to calendar days unless Business Days are specified;

1.2.5 references to weeks, months or years shall be to calendar weeks, months or years, respectively;

1.2.6 the table of contents and section headings and other captions therein are for the purpose of reference only and do not affect the interpretation of this Agreement;

1.2.7 Section and Attachment references within this Agreement are in reference to Sections and Attachments of this Agreement unless the context requires otherwise;

1.2.8 defined terms in the singular shall include the plural and vice versa, and the masculine, feminine or neuter gender shall include all genders;

1.2.9 the words "hereof", "herein" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

1.2.10 the words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation" unless the context specifically indicates otherwise;

1.2.11 where the terms of this Agreement require that the approval, opinion, consent or other input of any Party be obtained, such requirement shall be deemed satisfied only where the requisite approval, opinion, consent or other input is given by or on behalf of the relevant Party in writing; and

1.2.12 any reference to "recitals" shall be a reference to the paragraphs immediately following the header of "recitals."

**SECTION 2.  
TRANSMISSION PROVIDER'S RIGHTS AND OBLIGATIONS**

2.1 Sale of Firm Transmission Capacity.

2.1.1 KS-MO Transmission Service. From and after the Commencement Date and continuing for a term of between fifteen (15) and twenty-five (25) years, as elected by Transmission Customer in the Notice of Decision pursuant to Section 3.4, Transmission Provider shall make available to Transmission Customer two tranches of Firm Transmission Capacity equal to the Contract Capacities set forth in Attachment 1 to deliver electricity from the AC switchyard of the Kansas Converter Station to the MISO Interconnection Point, subject to the provisions of this Agreement and Transmission Provider's OATT, the terms and conditions of which shall be incorporated into and made a part of this Agreement to the extent such terms are not inconsistent with this Agreement ("KS-MO Transmission Service"). Such KS-MO Transmission Service shall enable Transmission Customer to deliver electric energy and capacity to and at the MISO Interconnection Point consistent with Transmission Provider's rights under the SPP Interconnection Agreement and the MISO Interconnection Agreement and shall include any Ancillary Services necessary to effect such deliveries, but shall not include any services that are not provided under those interconnection agreements that must be obtained by Transmission Customer or Transmission Provider under the OATT or rate schedule of any third-party transmission provider to effect deliveries of electric energy or capacity from the MISO Interconnection Point into the transmission system of any such third-party transmission provider, including any transmission withdrawal rights from a transmission system. Such KS-MO Transmission Service shall be subject to curtailment or interruption as a result of outages of the Project or reductions in the total transfer capability of the Project; provided, however, that Transmission Customer shall be entitled to credits under Section 3.6 and Attachment 2 if Non-Excused Outages result in curtailments or interruptions that exceed a certain allowance as specified in Attachment 2.

2.1.2 MO-PJM Transmission Service. From and after the Commencement Date and continuing for an initial term of two (2) years ("Initial Term") and any additional terms resulting from Transmission Customer's Extension Rights pursuant to Section 3.2, Transmission Provider shall make available to Transmission Customer Firm Transmission Capacity equal to the Contract Capacity set forth in Attachment 1 to deliver electricity from the MISO Interconnection Point to the PJM Interconnection Point, subject to the provisions of this Agreement and Transmission Provider's OATT, the terms and conditions of which shall be incorporated into and made a part of this Agreement to the extent such terms are not inconsistent with this Agreement ("MO-PJM Transmission Service"). Such MO-PJM Transmission Service shall enable Transmission Customer to deliver electric energy and capacity to and at the PJM Interconnection Point consistent with Transmission Provider's rights under the MISO Interconnection Agreement and the PJM Interconnection Agreement and shall include any Ancillary Services necessary to effect such deliveries, but shall not include any services that are not provided under those interconnection agreements that must be obtained by Transmission Customer or Transmission Provider under the OATT or rate schedule of any third-party

transmission provider to effect deliveries of electric energy or capacity from the PJM Interconnection Point into the transmission system of any such third-party transmission provider, including any transmission withdrawal rights from a transmission system. Such MO-PJM Transmission Service shall be subject to curtailment or interruption as a result of outages of the Project or reductions in the total transfer capability of the Project; provided, however, that Transmission Customer shall be entitled to credits under Section 3.6 and Attachment 2 if Non-Excused Outages result in curtailments or interruptions that exceed a certain allowance specified in Attachment 2.

2.2 Other Terms of Service. Certain specific terms of the transmission service that will be provided pursuant to this Agreement are included in Attachment 1 hereto, which are hereby incorporated into and made a part of this Agreement.

2.3 Operations and Maintenance. From and after the Commencement Date, Transmission Provider shall operate and maintain the Project (a) in accordance with Good Utility Practice, (b) in compliance with all Applicable Laws and Regulations and all Applicable Reliability Standards and (c) in compliance with all applicable operating instructions and manufacturers' warranties for the Project. Transmission Provider shall also mitigate or remedy any Force Majeure or other outage or reduction in capacity of the Project consistent with Good Utility Practice.

2.4 Notice of Commencement Date. No sooner than ninety (90) days prior to the Commencement Date, Transmission Provider shall provide Transmission Customer written notice of the anticipated Commencement Date (the "Notice of Commencement Date").

### **SECTION 3. TRANSMISSION CUSTOMER'S RIGHTS AND OBLIGATIONS**

3.1 Purchase of Firm Transmission Capacity. From and after the Commencement Date and continuing for the terms of KS-MO Transmission Service and MO-PJM Transmission Service, respectively, Transmission Customer shall purchase and receive the Firm Transmission Capacity and shall pay the Transmission Service Charge on a monthly basis calculated in accordance with Section 3.5 and Attachment 1. Through its purchase of Firm Transmission Capacity from Transmission Provider and the payment of the Transmission Service Charge, Transmission Customer shall be entitled to schedule, for any hour, the transmission of electricity over the Project up to the Contract Capacities applicable for that hour. Transmission Customer shall not be entitled to change the Points of Delivery or Points of Receipt set forth in Attachment 1.

3.2 Extension Rights. Unless earlier terminated in accordance with the terms hereof, Transmission Customer shall have the right, upon expiration of the Initial Term set forth in Section 2.1.2, to extend the term of MO-PJM Transmission Service under this Agreement for up to twelve (12) successive two-year periods upon written notice to Transmission Provider provided no later than one (1) calendar year prior to the expiration of the Initial Term or extended term, as applicable ("Extension Rights"). Upon Transmission Customer's exercise of its Extension Rights set forth in this Section 3.2, the Contract Rate set forth in Attachment 1 and all other terms and conditions in this Agreement will remain in effect for each successive period.

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In addition, and notwithstanding any inconsistency with the foregoing, Transmission Customer's Extension Rights shall include the right to extend the term of the MO-PJM Transmission Service hereunder for a period of five (5) years (which five-year period shall not extend the term of service beyond the twenty-sixth (26<sup>th</sup>) anniversary of the Commencement Date), or such other extension of the MO-PJM Transmission Service as may be necessary in order for Transmission Customer to be eligible to exercise roll-over rights pursuant to the terms of Transmission Provider's OATT after termination of this Agreement.

3.3 Option for Additional Firm Transmission Capacity. Transmission Provider shall provide Transmission Customer with written notice (the "Notice of Construction") at least one-hundred twenty (120) days prior to Transmission Provider issuing a notice to proceed for the construction of the Project to its construction contractor. After Transmission Customer's receipt of the Notice of Construction, but no later than thirty (30) days prior to the issuance of the notice to proceed, Transmission Customer shall have the option to reserve an additional 25 MW of Firm Transmission Capacity to deliver electricity from the MISO Interconnection Point to the PJM Interconnection Point at the then-prevailing rate set forth in Transmission Provider's OATT and otherwise subject to the provisions of Transmission Provider's OATT and this Agreement. Except with respect to rate, the terms and conditions of this Agreement will control to the extent such terms and conditions are inconsistent with the terms and conditions in Transmission Provider's OATT. Such Firm Transmission Capacity shall be subject to curtailment or interruption as a result of outages of the Project or reductions in the total transfer capability of the Project; provided, however, that Transmission Customer shall be entitled to credits under Section 3.6 and Attachment 2 if Non-Excused Outages result in curtailments or interruptions that exceed certain thresholds.

3.4 Notice of Decision. After Transmission Customer's receipt of the Notice of Commencement Date pursuant to Section 2.4, but no later than sixty (60) days prior to the Commencement Date stated in the Notice of Commencement Date, Transmission Customer shall provide its Notice of Decision specifying the term of the KS-MO Transmission Service and whether Transmission Customer has elected to reserve the first tranche of KS-MO Transmission Service or both tranches. In addition, Transmission Customer may, through the Notice of Decision, reduce any or all of the Contract Capacities under this Agreement without limit or penalty. All other terms and conditions in this Agreement will remain in effect with respect to such Contract Capacities, if any, that remain after such reduction. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, (i) the final KS-MO Transmission Service Contract Capacity as reflected in the Notice of Decision may be any amount between 0 and 200 MW; (ii) if Transmission Customer's total KS-MO Transmission Service amount is less than or equal to 100 MW, such Contract Capacity shall all be subject to the pricing, terms and conditions applicable to the first tranche; (iii) if Transmission Customer's total KS-MO Transmission Service amount exceeds 100 MW, the amount of Contract Capacity that exceeds 100 MW shall be subject to the pricing, terms and conditions applicable to the second tranche; (iv) unless Transmission Customer has elected the additional 25 MW pursuant to Section 3.3, the final MO-PJM Transmission Service Contract Capacity as reflected in the Notice of Decision may be any amount between 0 and 25 MW and shall be subject to the pricing, terms and conditions of this Agreement other than Section 3.3; and (v) if Transmission Customer has elected the additional 25 MW pursuant to Section 3.3, the final MO-PJM Transmission Service Contract Capacity as reflected in the Notice of Decision may be any amount between 0 and 50



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MW, and if such Contract Capacity exceeds 25 MW, the amount of the Contract Capacity that exceeds 25 MW shall be subject to the pricing, terms and conditions stated in Section 3.3.

3.5 Transmission Customer Payment. For service commencing on the Commencement Date and for each calendar month thereafter for the respective terms of KS-MO Transmission Service and MO-PJM Transmission Service under Section 2.1, Transmission Customer shall pay Transmission Provider the sum of the products of the Contract Capacity and the Contract Rate set forth in Attachment 1 for each tranche of KS-MO Transmission Service and MO-PJM Transmission Service ("Transmission Service Charge").

3.6 Annual Availability Adjustment. At the end of each Contract Year, Transmission Provider shall determine the amount of the credits, if any, due to Transmission Customer pursuant to Attachment 2 as the result of any Non-Excused Outages during the Contract Year. If any such credits are due, they shall be provided on Transmission Customer's next monthly invoice.

3.7 Real Power Losses. Transmission Customer shall be responsible for all Real Power Losses associated with MO-PJM Transmission Service between the Point of Receipt and the Point of Delivery by supplying at the Point of Receipt the quantity of electricity associated with such losses, as determined by Transmission Provider (in accordance with the loss factor(s) approved by FERC and set forth in Transmission Provider's OATT); provided, however, that following FERC's acceptance of Transmission Provider's OATT for filing, Transmission Customer shall have the option to financially settle with Transmission Provider for Real Power Losses in accordance with Transmission Provider's OATT. Transmission Customer shall not be responsible for any Real Power Losses associated with KS-MO Transmission Service between the Point of Receipt and the Point of Delivery.

**SECTION 4.  
BILLING AND PAYMENT**

4.1 Initiation of Payment Obligation. All payment obligations for the provision of Firm Transmission Capacity under the terms of this Agreement shall commence as of the Commencement Date. In no event shall Transmission Customer have any payment obligation to Transmission Provider under this Agreement until the Commencement Date.

4.2 Invoices. Within seven (7) Business Days after the first day following the end of each calendar month after the Commencement Date, Transmission Provider shall submit an invoice to Transmission Customer for the Transmission Service Charge for the preceding calendar month, and Transmission Customer shall pay the amounts set forth in the invoice within twenty (20) days following its receipt of such invoice. All payments shall be made in immediately available funds payable to Transmission Provider by wire transfer to a bank named by Transmission Provider, in accordance with wiring instructions provided to Transmission Customer by Transmission Provider in writing. Transmission Provider shall be entitled to change the place or recipient for payment by thirty (30) days' prior written notice to Transmission Customer. To the extent that information required to prepare an invoice is not available to Transmission Provider at the time of Transmission Provider's invoice, Transmission Provider may issue such invoice on an estimated basis using the best available information that it

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has at that time and then include an adjustment pursuant to Section 4.3 to reflect the actual information in the next invoice after such information becomes available to Transmission Provider.

4.3 Reconciliation. In the event that either Party to this Agreement discovers an error in billings or payments under this Agreement due to metering, billing or other errors, or a prior invoice was prepared on an estimated basis pursuant to Section 4.2, each Party shall be entitled to an adjustment of the amount payable hereunder to reflect such revised price, error discovery, or the availability of actual (as opposed to estimated) invoicing information. A Party that seeks an adjustment to invoices as described in this Section 4.3 must provide the other Party with notice and a description of the desired adjustment within one (1) year of the date the invoice that is to be adjusted was received by Transmission Customer. Such notice shall include a calculation of the payment necessary to correct the prior invoice. Any invoice that has not been challenged pursuant to this Section 4.3 within one (1) year of the date it was received by Transmission Customer shall be deemed final and not subject to adjustment under this Section 4.3.

4.4 Interest. All interest payable under this Section 4.4 shall be calculated pursuant to 18 C.F.R. § 35.19a(a), as such regulation (or any successor thereto) is in effect during the period during which such interest is due. Interest on refunds owed to Transmission Customer by Transmission Provider shall begin to accrue on the amount subject to refund, as originally invoiced, from the earlier to occur of the due date or the date of payment on the monthly invoices to which the refund relates and shall continue to accrue until the date of payment of such refund.

4.5 Billing Disputes. Transmission Customer may, in good faith, dispute the correctness of any invoice rendered under this Agreement. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of such invoice shall be required to be made when due, with notice of the objection given to Transmission Provider in writing and stating the basis for the dispute (including all supporting calculations). Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made (and any overpayment shall be refunded) within fifteen (15) Business Days after such resolution and shall include interest as calculated pursuant to Section 4.4.

4.6 Record-keeping. Transmission Provider shall create and keep (a) meter records and other records substantiating amounts due from Transmission Customer to Transmission Provider under this Agreement and (b) all other records required to be kept by Transmission Provider according to Applicable Laws and Regulations. Transmission Provider shall maintain the records that it is required to create and keep under this Section 4.6 according to Good Utility Practice and, if applicable, generally accepted accounting practices, consistently applied. Transmission Provider shall keep and maintain those records for a period of at least four (4) years after the respective records are created, and Transmission Customer may inspect and audit those records during normal business hours upon reasonable advance notice. Each Party's costs of audits will be borne by such Party.

**SECTION 5.**  
**EFFECTIVE DATE, TERM AND GOVERNMENTAL APPROVALS**

5.1 Effective Date. This Agreement shall become effective and enforceable to the extent permitted by Applicable Laws and Regulations as of the date of execution by both Parties (the “Effective Date”). The term of this Agreement shall continue until the twenty-sixth (26<sup>th</sup>) anniversary of the Commencement Date, unless terminated earlier in accordance with the terms hereof; provided, that either Party may terminate this Agreement at any time following the expiration of the term of KS-MO Transmission Service under Section 2.1.1 if Transmission Customer is no longer utilizing MO-PJM Transmission Service.

5.2 FERC Filing Requirements.

5.2.1 After the MPSC Approval has been obtained, but no less than ninety (90) days prior to the Commencement Date, Transmission Provider will file this Agreement with FERC pursuant to Section 205 of the Federal Power Act. Notwithstanding Section 5.1, this Agreement shall become effective as a FERC rate schedule upon the effective date established by FERC in its order accepting this Agreement for filing. Transmission Customer shall provide Transmission Provider with any information reasonably required by Transmission Provider in order to prepare and submit this Agreement to FERC, and Transmission Customer agrees to file an intervention and comments supporting FERC’s acceptance of Transmission Provider’s FERC filing without modification or condition. If FERC requires the Parties to make any material modification of this Agreement before it can be accepted for filing, the Parties will endeavor in good faith to agree upon such modification; provided, that if either Party believes that any such modification changes the balance of considerations hereunder in a material way, such Party may reject such modification and the Agreement shall be terminated unless the Parties can convince FERC to modify its order requiring such modification.

5.2.2 After the MPSC Approval has been obtained, but no less than ninety (90) days prior to the Commencement Date, Transmission Provider will file an OATT with FERC pursuant to Section 205 of the Federal Power Act. Transmission Customer shall have the right to challenge the filing or any FERC ruling thereon solely on the basis that (a) the terms and conditions for the provision of the transmission service provided thereunder are not “consistent with or superior to” the FERC’s *pro forma* OATT adopted in Order Nos. 890 and 890-A, except for any proposed OATT provisions that are included in this Agreement, which Transmission Customer shall not challenge, or (b) the terms and conditions of the OATT that are inconsistent with this Agreement, diminish Transmission Customer’s rights under this Agreement, or increase the rates or diminish the value to Transmission Customer of the services provided hereunder. To the extent there is a conflict between this Agreement and any provision of Transmission Provider’s OATT, as accepted by FERC, this Agreement shall govern.

5.3 Cooperation. From and after the Effective Date, the Parties shall cooperate with each other to obtain all Governmental Approvals that are required for Transmission Provider to construct and operate the Project and put this Agreement fully into effect, including making any

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filing in support of another Party's application for any such approval as requested by the Party seeking such approval. From and after the Execution Date, the Parties shall not take any action, or seek any relief, before any other Governmental Authority that is inconsistent with the terms and conditions of this Agreement.

5.4 Material Adverse Changes in Regulation. In the event there is a change in Applicable Laws and Regulations or a Governmental Authority issues an order that changes the balance of considerations hereunder in a way that is materially adverse to one or both Parties, then upon the request of either Party, the Parties shall reasonably cooperate in good faith to determine whether the change at issue requires further action and take such further action, including amendment of this Agreement or such other commercially reasonable action, so as to maintain the benefit of this Agreement to each Party. Any amendment or modification to this Agreement made pursuant to this Section 5.4 must be filed with FERC. If the amendment or modification is the subject of mutual agreement, Transmission Provider shall file the proposed amendment or modification under Section 205 of the Federal Power Act, and such proposed amendment or modification shall be required to satisfy the normal "just and reasonable" standard, consistent with the general rule for filing of amendments or modifications that are mutually agreed to, as set forth in Section 17. If the Parties cannot agree on modifications to be made to this Agreement pursuant to this Section 5.4, either or both of the Parties may file under Section 206 of the Federal Power Act to propose modification of the Agreement and such proposed modification(s) shall be required to satisfy the most restrictive legally permissible "public interest" standard, consistent with the general rule for filings that seek unilateral changes to this Agreement, as set forth in Section 17.

5.5 Transmission Provider Participation in Regional Transmission Organization. In the event that (a) Transmission Provider becomes a transmission-owning member of any regional transmission organization and (b) Transmission Provider transfers functional control of the Project to such regional transmission organization, then Transmission Provider will make commercially reasonable efforts to ensure that Transmission Customer is provided service in a manner materially consistent with its commercial rights under this Agreement. Such commercially reasonable efforts shall include Transmission Provider's consistent support, in its interactions with the regional transmission organization and any filings with FERC regarding the integration of the Project into the regional transmission organization, for proposals that will provide Transmission Customer service under such tariff in a manner that preserves its commercial benefits under this Agreement. Transmission Customer shall have the right to reduce or terminate the affected service(s) by providing notice to Transmission Provider within ninety (90) days after any determination by the regional transmission organization or FERC that Transmission Customer will not be able to obtain service under the regional transmission organization's tariff in a manner that preserves Transmission Customers' commercial benefits under this Agreement. In such event, the reduction or termination of transmission service shall take effect as of the date specified by Transmission Customer in its notice. Transmission Customer shall also have the right to terminate service hereunder upon ninety (90) days' notice following any determination by the regional transmission organization or FERC that network customers within such regional transmission organization taking new service over the Project will not be charged an incremental rate in addition to base network service charges in connection with such service.

**SECTION 6.  
EVENTS OF DEFAULT**

6.1 If any of the following events occur, then an “Event of Default” shall exist as to such Party (the “Defaulting Party”) and the other Party (the “Non-Defaulting Party”) shall be entitled to exercise the remedies set forth in Section 6:

6.1.1 Failure to Pay. A Party fails to make, when due, any payment required pursuant to this Agreement (other than amounts disputed in good faith), and such failure is not remedied within thirty (30) days after written notice of such failure from the other Party;

6.1.2 Material Breach. A Party is in material breach of its obligations under this Agreement (other than an obligation to make payment under Section 6.1.1, an obligation that is otherwise specifically set forth in this Section 6.1 as a separate Event of Default, or an obligation in respect of which this Agreement provides a remedy that is stated to be an exclusive remedy), and such breach is not remedied within thirty (30) days after written notice of such breach from the other Party (provided, that to the extent such breach is not reasonably capable of being remedied within the thirty (30) day remedy period specified above but is reasonably capable of being remedied, such Party shall have such additional time as is reasonably necessary to remedy such breach);

6.1.3 Misrepresentation. A Party’s representation or warranty made in this Agreement proves to have been false in any material respect and (a) the underlying facts are not corrected or cured so as to make such representation and warranty either correct or immaterial within thirty (30) days after written notice of such misleading or false representation or warranty from the other Party (provided, that to the extent such inaccuracy is not reasonably capable of being remedied within the thirty (30) day remedy period specified above but is reasonably capable of being remedied, such Party shall have such additional time as is reasonably necessary to remedy such inaccuracy, so long as such Party promptly commences and diligently pursues such remedy) or (b) if such inaccuracy is not capable of a remedy but the other Party’s Damages can be ascertained, the payment of Damages is not made within ten (10) Business Days after the amount of such Damages is agreed upon by the Parties or is determined by a final and non-appealable judgment or order;

6.1.4 Bankruptcy. A Party (a) either (i) files a petition or otherwise commences, or authorizes the commencement of, a proceeding or cause under any bankruptcy, insolvency, receivership or similar law for the protection of creditors; (ii) has such a petition filed or proceeding commenced against it, which remains un-dismissed for ninety (90) days; (iii) files an answer or pleading admitting or failing to contest the material allegations of any such petition; (iv) takes any action for its winding up, liquidation or dissolution; (v) is otherwise adjudged bankrupt or insolvent under any bankruptcy, insolvency, receivership or similar law for the protection of creditors; or (vi) consents to any of the actions described in the preceding clauses (i) through (v) and (b) fails to perform its obligations under this Agreement and such failure is not remedied within fifteen (15) days after written notice of such failure from the other Party; or

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6.1.5 Unauthorized Assignment. A Party assigns or transfers this Agreement or any portion thereof in violation of Section 11 of this Agreement.

6.2 Any dispute over whether an Event of Default has occurred shall be resolved in accordance with Section 14.

**SECTION 7.  
REMEDIES**

7.1 Termination. If an Event of Default occurs and is continuing, the Non-Defaulting Party shall have the right to exercise one or more of the following remedies: (a) to terminate this Agreement early by providing notice to the Defaulting Party and (b) to exercise such remedies as are otherwise provided in this Agreement available at law or in equity, including the right to specific performance in the event of Transmission Provider's default for failure to make available to Transmission Customer Firm Transmission Capacity, up to the Contract Capacities, as required hereunder and the right to Damages arising out of the Event of Default, including, in the case of termination of this Agreement as a result of an Event of Default, Damages suffered by the Non-Defaulting Party as a result of such termination. Further, whether or not this Agreement is terminated, either Party may assert any claims available to it under this Agreement or at law or in equity, so as to recover Damages against the other Party resulting from any breach of or default under this Agreement by such other Party. Each Party shall use commercially reasonable efforts to mitigate its Damages resulting from the other Party's breach of or default under this Agreement, including upon any termination hereof as a result of an Event of Default of the other Party.

7.2 Suspension. In addition to (and without limiting) the remedies for an Event of Default set forth in Section 7.1 or otherwise available under this Agreement, at law or in equity, during the existence of an Event of Default, the Non-Defaulting Party may, by written notice to the Defaulting Party, suspend (in whole or in part) its performance under this Agreement, but without relieving the Defaulting Party of its obligations to pay any Damages arising out of such Event of Default.

7.3 Resumption of Performance following Cure. If a Non-Defaulting Party has suspended under Section 7.2, then after the Defaulting Party's cure of such Event of Default (prior to any valid termination of this Agreement by the Non-Defaulting Party, and provided there is no other Event of Default by such Defaulting Party then occurring and remaining uncured), the Non-Defaulting Party will resume performance of its obligations under this Agreement as soon as possible thereafter.

7.4 Waiver of Other Rights to Terminate or Suspend. Notwithstanding anything to the contrary, except for the rights to terminate or suspend expressly set forth in this Section 7, Section 5.1, Section 5.2.1, or Section 13, neither Party shall have any right to terminate this Agreement or suspend its performance.

7.5 Payment of Damages. Promptly upon any termination of this Agreement pursuant to Section 7.1, the Non-Defaulting Party shall determine in a commercially reasonable manner its Damages, and any payments then due to the Non-Defaulting Party for prior performance (net

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of payments owed to the Defaulting Party for prior performance, if any). The Non-Defaulting Party shall provide, by notice to the Defaulting Party, its determination of Damages, together with reasonable supporting material. The Defaulting Party shall pay such Damages within thirty (30) days of such notice. Any dispute concerning the determination of Damages shall be resolved in accordance with Section 14.

7.6 Inability to Perform Due to Breach. If a breach by a Party to this Agreement shall wholly or partly prevent the performance (or the ability to perform) of the other Party under this Agreement, then the performance of the Non-Defaulting Party shall be excused to the extent prevented by the breach.

7.7 No Cross-Default. This Agreement shall not be affected in any manner by any cross-default or other provision in any other agreement or document (whether between the Parties, any of their Affiliates or any other Persons and whether entered into before or after the Effective Date) unless the other agreement or document is entered into by the Parties after the Effective Date and expressly provides that the cross-default or other provision applies to this Agreement.

7.8 Remedies Cumulative. Except as expressly provided otherwise herein, all remedies set forth herein are cumulative and not exclusive of any rights, privileges and remedies provided by Applicable Laws and Regulations.

7.9 Rights Upon Termination or Expiration. Applicable provisions of this Agreement shall continue in effect after the date of termination or expiration of this Agreement only to the extent necessary (a) to provide for final billings and adjustments related to the period prior to the date of termination or expiration or as may be otherwise applicable after such date and (b) to give effect to a Party's surviving rights and remedies under Sections 7, 12, 14, 15, 19.4, 19.5 and 19.8.

## SECTION 8. METERING

8.1 General. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Metering Points prior to any operation of the Project and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Project shall be measured at the Metering Points. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Transmission Customer upon request.

8.2 Data Sharing. To the extent permitted under the SPP Interconnection Agreement, MISO Interconnection Agreement and PJM Interconnection Agreement, Transmission Customer will have the right to receive, in analog or digital form, metering quantities collected pursuant to such agreements.

8.3 Standards. Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

8.4 Testing of Metering Equipment. Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two

(2) years thereafter. If requested to do so by Transmission Customer, Transmission Provider, at Transmission Customer's expense, shall inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Transmission Customer may have representatives present at the test or inspection. If, at any time, Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Transmission Provider's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by the Metering Equipment during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which the Metering Equipment was in error by using Transmission Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

8.5 Metering Data. At Transmission Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered to the Metering Points.

## **SECTION 9. RESALE OF TRANSMISSION SERVICE**

9.1 Transmission Customer's Resale Rights. If and to the extent that Transmission Customer determines, from time to time and in its sole discretion, that the Firm Transmission Capacity over the Project exceeds Transmission Customer's needs, Transmission Customer shall have the right to resell, assign or transfer such unused capacity to third parties, including owners and operators of generating facilities, in accordance with Transmission Provider's OATT, Applicable Laws and Regulations and, as applicable, the OATTs of SPP, MISO and/or PJM.

9.2 Capacity Releases for Daily and Hourly Use. From and after the Commencement Date, if and to the extent that Transmission Customer, by the applicable scheduling deadline, schedules electrical energy for delivery over the Project in a quantity utilizing less than the Contract Capacity, Transmission Customer shall have the right to sell the unused Contract Capacity to third parties by posting such capacity on Transmission Provider's OASIS, in accordance with Transmission Provider's OATT, Applicable Laws and Regulations and, as applicable, the OATTs of SPP, MISO and/or PJM. Transmission Provider shall have the right to sell any unused Firm Transmission Capacity to third parties up to the applicable Contract Capacity that Transmission Customer has purchased but does not schedule for its own use, post for resale or resell on any particular day or in any particular hour.

## **SECTION 10. REPRESENTATIONS AND WARRANTIES**

10.1 On and from the Effective Date, each Party hereby represents and warrants (or shall be deemed to represent or warrant, as applicable) to the other Party as follows:



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10.1.1 Good Standing. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and is in good standing and qualified to do business in each jurisdiction where the failure to so qualify could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.

10.1.2 Authority. It has all necessary company power and authority to execute, deliver and perform its obligations hereunder.

10.1.3 No Conflict. Its execution, delivery and performance of this Agreement (a) has been duly authorized by all necessary company action, (b) does not violate any of the terms or conditions of (i) its governing documents, (ii) any contract to which it is a party (or result in acceleration of any amounts owed or otherwise adversely affect its rights or obligations under such a contract) or (iii) any Applicable Law currently in effect having applicability to such Party or its assets (subject, in the case of Transmission Provider as the representing Party, to obtaining any permits that are not yet required) and (c) does not result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the properties of such Party now owned or hereafter acquired, in the case of clause (b)(iii), to the extent such violation could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.

10.1.4 Binding Agreement. This Agreement has been validly executed and delivered on behalf of such Party and constitutes the legal, valid and binding obligation of such Party enforceable against such Party according to its terms, except as the enforceability of this Agreement may be limited by (a) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity whether considered in a proceeding in equity or at law.

10.1.5 Licenses and Permits. All governmental and other third party consents that are required to have been obtained by it with respect to its execution, delivery or performance of this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with, except, in the case of Transmission Provider as the representing Party, any permits that are not yet required.

**SECTION 11.  
ASSIGNMENT**

11.1 Permitted Assignment. Neither Party shall be entitled to assign or transfer all or any portion of its interest in this Agreement, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment without the prior written consent of the non-assigning Party is void. Notwithstanding the foregoing, a Party may make the assignments described in Section

9.1, 9.2 and 11.2 through 11.4 without the prior written consent of the other Party, but shall provide written notice of such permissible assignments under Sections 11.2 through 11.4.

11.2 Collateral Assignment. Notwithstanding Section 11.1, either Party may:

11.2.1 Collaterally assign this Agreement to a Financing Party relating to the construction or long term financing or refinancing for the Project. As applicable and in connection with any such permitted collateral assignment, the non-assigning Party shall promptly execute and deliver (a) a collateral assignment consent agreement to be entered into by the assigning Party, the non-assigning Party and the assigning Party's Financing Parties that is acceptable in form and substance to the non-assigning Party (such acceptance not to be unreasonably withheld) and recognizes and consents to (i) the assigning Party's collateral assignment of rights and obligations under this Agreement and (ii) the assigning Party's Financing Parties' rights to be notified of, and allowed to cure, any breach or default of this Agreement by the assigning Party, and to exercise any step-in rights consented to by the assigning Party, and other customary terms as reasonably may be requested by such Financing Parties or (b) other agreements with Financing Parties reasonably requested by such Financing Parties, containing customary terms and conditions that are in form and substance acceptable to the non-assigning Party (such acceptance not to be unreasonably withheld); and/or

11.2.2 For the avoidance of doubt, issue or sell equity interests in the assigning Party to a Financing Party pursuant to any tax equity investment, and, in connection with any such tax equity investment transaction, the non-assigning Party shall promptly execute and deliver an estoppel certificate or other agreements with Financing Parties reasonably requested by such Financing Parties, containing customary terms and conditions that are in form and substance acceptable to the non-assigning Party (such acceptance not to be unreasonably withheld).

In no case shall any such rights and terms of a collateral assignment consent agreement or other document described in this Section 11.2 materially adversely affect any of the non-assigning Party's commercial rights or obligations under this Agreement. The non-assigning Party agrees to otherwise cooperate in a timely manner with the due diligence efforts of any such Financing Parties and to deliver reasonable and customary legal opinions, if required, in connection with any collateral assignment and consent agreement, estoppel certificate or any other agreement or document referenced in this Section 11.2 that is entered into with or for a Financing Party; provided, that if requested by the non-assigning Party, the assigning Party shall reimburse the non-assigning Party for its reasonable third-party legal expenses incurred in connection with any such agreement or certificate, providing any such legal opinion and/or any such due diligence efforts.

11.3 Assignment to an Affiliate. Either Party may transfer or assign all of its rights and obligations under this Agreement to an Affiliate, which Affiliate's creditworthiness and ability to perform under this Agreement is equal to or higher than that of the transferring or assigning Party at the time of assignment as determined by the other Party in its reasonable discretion.

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11.4 Transfer of Assets. Either Party shall transfer or assign all of its rights and obligations under this Agreement to any Person succeeding to all or substantially all of its assets (or substantially all of the assets of its ultimate parent, as applicable), which Person's creditworthiness is equal to or higher than that of such Party at the time of assignment; provided, however, that all rights and obligations of Transmission Provider under this Agreement shall remain with or be transferred to whichever Person owns the capacity on the Project to be made available to Transmission Customer pursuant to this Agreement in the event that not all assets are transferred. For the avoidance of doubt, this Section 11.4 shall not apply in the case of Transmission Provider's transfer of functional control of the Project to a regional transmission organization; in such case, the provisions of Section 5.5 shall govern.

11.5 Release from Liability. In no event shall the assigning Party be released from its liabilities and obligations under this Agreement without the consent of the other Party in its sole and absolute discretion, except that, if either Party assigns this Agreement as permitted by Sections 11.1, 11.2, 11.3 and 11.4, such Party shall, to the extent the assignee assumes the liabilities and obligations of such Party under this Agreement pursuant to an assignment and assumption agreement in form and substance acceptable to the non-assigning Party (such acceptance not to be unreasonably withheld), be released from such liabilities and obligations.

**SECTION 12.  
CONFIDENTIALITY**

12.1 Non-Disclosure. Except as provided in this Section 12, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any Person at any time during or after the term of this Agreement or use such Confidential Information for any purpose other than (a) the receiving Party's performance of its obligations under this Agreement, (b) the receiving Party's responsibilities as a Transmission Provider and (c) to comply with Applicable Laws and Regulations, without the other Party's prior express written consent.

12.2 Required Disclosure. A receiving Party may use and disclose Confidential Information where required to do so in litigation, administrative, regulatory or other legal proceedings or pursuant to Applicable Laws and Regulations, but only after notice to the providing Party and affording the providing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of the Confidential Information. In such event, the receiving Party shall reasonably cooperate in connection with the providing Party's efforts to obtain such protective order or other relief. Further, each Party shall use all reasonable efforts to maintain the confidentiality of the Confidential Information in any litigation or administrative or regulatory proceeding or in any other instance where disclosure is required by Applicable Laws and Regulations, and shall promptly notify the providing Party of any attempt by a third party to obtain the Confidential Information through legal process or otherwise.

12.3 Permitted Disclosure. Notwithstanding anything to the contrary herein, each Party may provide any Confidential Information to: (a) any Governmental Authority to the extent Confidential Information is required to be disclosed by such Governmental Authority; (b) any Person (including subcontractors, consultants, accountants, financial advisors, experts, legal counsel and other professional advisors to the Parties) as required for scheduling, settlement and billing or otherwise to perform under or administer or enforce this Agreement; (c) Financing

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Parties or potential Financing Parties, Affiliates and lessors, owners of and potential bidders and bidders for, and potential purchasers and purchasers of, direct or indirect interests in the Project, as applicable (including direct or indirect interests in the equity interests of Transmission Provider) and (d) any credit rating agency that has issued or is in the process of issuing a credit rating for Transmission Provider or Transmission Customer, as applicable, or any of its Affiliates. The Parties further acknowledge and agree that Transmission Provider shall be permitted to disclose the existence of this Agreement and the terms hereof in connection with any proceeding before any Governmental Authority. Each Party shall cause its personnel and all Persons to whom it discloses the Confidential Information to treat it confidentially. The obligation to provide confidential treatment to Confidential Information shall not be affected by the inadvertent disclosure of Confidential Information by either Party.

**SECTION 13.  
FORCE MAJEURE**

13.1 Effect of Force Majeure. To the extent a Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement, then the affected Party shall be excused from performing such obligations.

13.2 Notice of Force Majeure Event and Cure Plan. The Party claiming the occurrence of a Force Majeure event that prevents it from performing its obligations under this Agreement shall give the other Party written notice of the Force Majeure event, including the date of its initiation, as soon as practicable after the affected Party becomes aware of such Force Majeure event and shall provide available details no later than five (5) days after the Force Majeure event further describing the facts related to the occurrence and consequences of the Force Majeure event. Such Party shall proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying its performance and shall prepare a Force Majeure cure plan describing the actions reasonably expected to be necessary to overcome the Force Majeure event and the time reasonably anticipated to perform such actions. Thereafter, such Party shall provide progress reports to the other Party at least every thirty (30) days describing actions taken to remedy the consequences of the Force Majeure event, the schedule for future actions and the expected date by which performance shall no longer be affected by the Force Majeure event. When such Party has overcome such Force Majeure event and is ready to resume full performance under this Agreement, written notice shall be provided to the other Party and full performance shall resume.

**SECTION 14.  
DISPUTES**

14.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) days of the other Party's receipt of the Notice of Dispute, then, except as otherwise provided in Section 5.4, (a) such claim or

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dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below, and (b) if the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

14.2 External Arbitration Procedures. Any arbitration initiated under this Agreement shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with either Party (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules"); provided, however, that in the event of a conflict between the Arbitration Rules and the terms of this Section 14, the terms of this Section 14 shall prevail.

14.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service.

14.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (b) one half the cost of the single arbitrator jointly chosen by the Parties.

14.5 Continued Performance. Each Party shall continue performance of its obligations under this Agreement, in conformance with the terms and conditions of this Agreement, notwithstanding the existence of any dispute, mediation, arbitration and/or other proceeding between the Parties pursuant to this Section 14.

14.6 Compelled Participation. If a Party refuses or fails to comply with this Section 14, in whole or in part, the other Party may petition any Governmental Authority having proper jurisdiction for an order directing the non-compliant Party to so comply. All costs and expenses, including attorneys' fees, incurred by the petitioning Party in enforcing such participation will be paid by the refusing or non-compliant Party.

**SECTION 15.  
INDEMNIFICATION**

15.1 Indemnity. Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold the other Party and its Related Persons (each, an “Indemnified Person”) harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party’s performance or non-performance of its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Person.

15.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Section 15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 15.1.3, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

15.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Section 15, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person’s actual Damages, net of any insurance or other recovery.

15.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 15.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional law firm to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (a) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in

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the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (b) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed.

15.2 Consequential Damages. In no event shall either Party be liable under any provision of this Agreement for any Damages for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that Damages for which a Party may be liable to the other Party under another agreement or which an Indemnified Party owes to a third party will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**SECTION 16.  
TRANSMISSION CUSTOMER DEPOSIT**

16.1 Transmission Customer Deposit. Transmission Customer shall, within thirty (30) days following the Notice of Decision, submit to Transmission Provider a deposit equal to the Transmission Service Charge for one month of Firm Transmission Service unless, prior to such date, Transmission Provider determines that Transmission Customer is creditworthy, in which case the requirement to make such deposit shall be waived. For the avoidance of doubt, Transmission Customer is considered creditworthy as of the Effective Date for the purposes of this Section 16.1.

**SECTION 17.  
NO CHALLENGE**

17.1 No Challenge. Neither Party shall directly or indirectly challenge the equity, fairness, reasonableness or lawfulness of any rates, terms or conditions set forth in or established according to this Agreement before any Governmental Authority or other forum. To the extent that either Party may be called upon by any Governmental Authority to do so, each Party shall support and defend this Agreement before such Governmental Authority when the substance, validity or enforceability of all or any part of this Agreement is challenged or called into question before such Governmental Authority. Without limiting the foregoing, Transmission Provider shall not seek (directly or indirectly) to revise the prices, fees, rates, terms or conditions set forth in or established according to this Agreement through application to FERC pursuant to Section 205 of the Federal Power Act, except where such revisions are mutually agreed to and reflected in an amendment hereto executed by the Parties. Further, the standard of review for changes to the prices, fees, rates, terms or conditions set forth in or established according to this Agreement proposed by a Party unilaterally, or by a non-Party or the FERC acting *sua sponte*, under Sections 206, 309, or any other provisions of the Federal Power Act (if applicable) shall solely be the most restrictive legally permissible “public interest” application of the “just and reasonable” standard of review as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service*

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*Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by their progeny, including *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008).

**SECTION 18.  
NOTICES**

18.1 Notices. Any notices, requests, statements, or demands shall, unless otherwise agreed to by the Parties, be in writing and may be delivered by hand delivery, registered or certified United States mail (postage prepaid) or overnight courier service, addressed as follows:

To Transmission Provider:  
Grain Belt Express Clean Line LLC  
1001 McKinney, Suite 700  
Houston, Texas 77002  
Attention: Cary Kottler  
Telephone: 832-319-6320  
Facsimile: 832-319-6311  
Email: [CKottler@cleanlineenergy.com](mailto:CKottler@cleanlineenergy.com)

To Transmission Customer:  
Chief Operating Officer  
Missouri Joint Municipal Electric Utility  
Commission  
1808 I-70 Dr. SW  
Columbia, MO 65203  
P: 573-445-3279  
Email: [contractnotices@mpua.org](mailto:contractnotices@mpua.org)

**SECTION 19.  
MISCELLANEOUS**

19.1 Entire Agreement. This Agreement, including all attachments hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and shall completely and fully supersede all prior understandings or agreements, both written and oral, including any term sheet, between the Parties relating to the subject matter hereof and thereof. No representations, inducements, promises, or agreements, oral or otherwise, have been relied upon or made by any Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement. The section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

19.2 Amendment/Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

19.3 Waiver. No delay or failure by a Party to exercise any of its rights, powers or remedies under this Agreement following any breach or default by the other Party shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind on the part of a Party of any breach or default, or any waiver on the part of a Party of any provision or condition of this Agreement,



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shall be effective only if in writing and then only to the extent specifically set forth in such writing.

19.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law that would require the application of the laws of any other jurisdiction.

19.5 Further Assurances. Each Party shall deliver or cause to be delivered to the other Party such instruments, documents, statements, certificates of its officers, accountants, engineers or agents as to matters as may be reasonably requested to the extent required for the requesting Party to carry out the purposes of this Agreement or fulfill any legal obligation or regulatory reporting requirements.

19.6 No Rights of Third Parties. This Agreement is intended only for the Parties' benefit, and nothing in this Agreement may be construed to create any duty to, any standard of care concerning, or any liability to, any person not a Party to this Agreement.

19.7 Joint Preparation. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against one Party or the other as a result of the manner in which this Agreement was prepared, negotiated or executed.

19.8 Expenses.

19.8.1 Transmission Provider agrees to reimburse Transmission Customer for all reasonable third party expenses (including legal, consulting and engineering) incurred by Transmission Customer in connection with the preparation of this Agreement for work performed prior to the Effective Date. Within thirty (30) days of the Effective Date, Transmission Customer shall submit to Transmission Provider an invoice of such expenses incurred by Transmission Customer, and Transmission Provider shall remit payment to Transmission Customer within thirty (30) days of receiving such invoice. Transmission Customer shall not incur any reimbursable expenses greater than twenty thousand dollars (\$20,000) without the prior written consent of Transmission Provider. Any dispute regarding such invoice or the reasonableness of expenses incurred by Transmission Customer shall be resolved in accordance with Section 14.

19.8.2 Transmission Provider agrees to reimburse Transmission Customer for its reasonable out-of-pocket costs incurred in connection with Transmission Customer's obligations under Section 5.3. Transmission Customer shall not incur any reimbursable expenses greater than thirty-five thousand dollars (\$35,000) without the prior written consent of Transmission Provider. Any dispute regarding such invoice or the reasonableness of expenses incurred by Transmission Customer shall be resolved in accordance with Section 14.

19.9 Relationship of the Parties. This Agreement shall not be interpreted or construed to (a) create an association, joint venture or partnership between the Parties or impose any partnership obligation or liability on either Party, (b) create any agency relationship between the

CONFIDENTIAL

Parties or impose any fiduciary duty of any kind on either Party, (c) create a trust or impose any trust obligations of any kind on either Party, or (d) constitute a lease of any properties of any kind. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of, or otherwise bind, the other Party. Each Party waives any and all rights that it may otherwise have under Applicable Laws or legal precedents to make any claim or take any action against the other Party or any of its Related Persons in respect of this Agreement based on any theory of agency, fiduciary duty or other special standard of care.

19.10 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument

19.11 Severability. Except as otherwise provided in Section 5.2.1, (a) in the event any part of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect and shall be enforced to the greatest extent permitted by Applicable Laws and Regulations, and (b) with respect to any provision found to be illegal, invalid or unenforceable by FERC or an arbitrator having jurisdiction, the Parties shall endeavor to replace such invalid, illegal or unenforceable provision with the valid, legal and enforceable provision that achieves, as nearly as practicable, the commercial intent of this Agreement (as it may be amended from time to time).

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**IN WITNESS WHEREOF**, each of the Parties has caused its duly authorized representative to execute this Agreement on its behalf as of the date first written above.

**GRAIN BELT EXPRESS CLEAN LINE LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MISSOURI JOINT MUNICIPAL ELECTRIC  
UTILITY COMMISSION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 1  
TO THE  
LONG-TERM TRANSMISSION SERVICE AGREEMENT  
BY AND BETWEEN  
GRAIN BELT EXPRESS CLEAN LINE LLC  
AND  
THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

Dated as of June 2, 2016

**Transmission Customer:** Missouri Joint Municipal Electric Utility Commission

**KS-MO Transmission Service – Tranche 1**

**Reserved Contract Capacity:** 100 MW, measured at the Point of Delivery

**Beginning Date of Service:** Commencement Date (to be determined)

**Ending Date of Service:** 15 to 25 years after the Commencement Date, as elected by Transmission Customer in the Notice of Decision

**Point of Receipt:** The AC switchyard of the Kansas Converter Station

**Point of Delivery:** MISO Interconnection Point

**Contract Rate:** \$1,167 per MW/month, escalating at 2 percent (2%) annually beginning as of the Commencement Date

**KS-MO Transmission Service – Tranche 2**

**Reserved Contract Capacity:** 100 MW, measured at the Point of Delivery

**Beginning Date of Service:** Commencement Date (to be determined)

**Ending Date of Service:** 15 to 25 years after the Commencement Date, as elected by Transmission Customer in the Notice of Decision

**Point of Receipt:** The AC switchyard of the Kansas Converter Station

**Point of Delivery:** MISO Interconnection Point

**Contract Rate:** \$1,667 per MW/month, escalating at 2 percent (2%) annually beginning as of the Commencement Date

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**MO-PJM Transmission Service**

**Reserved Contract Capacity:** 25 MW, measured at the Point of Receipt

**Beginning Date of Service:** Commencement Date (to be determined)

**Ending Date of Service:** The second anniversary of the Commencement Date (i.e., 2 years), with continuing rights for additional periods up to a total term of 26 years (i.e., subject to Transmission Customer's Extension Rights)

**Point of Receipt:** MISO Interconnection Point

**Point of Delivery:** PJM Interconnection Point

**Contract Rate:** \$2,500 per MW/month

**ATTACHMENT 2  
TO THE  
LONG-TERM TRANSMISSION SERVICE AGREEMENT  
BY AND BETWEEN  
GRAIN BELT EXPRESS CLEAN LINE LLC  
AND  
THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

**CREDITS AGAINST CAPACITY CHARGES FOR PRIOR CONTRACT YEAR**

**KS-MO Transmission Service**

If  $NEO-KSMO \leq KMAllowance$ , there shall be no credit

If  $NEO-KSMO > KMAllowance$ , the credit shall be:

$$(NEO-KSMO - KMAllowance) * KMRate$$

Where:

$$KMAllowance = \text{Total KS-MO Contract Capacity} * 8760 * 0.03$$

$KMRate =$  the weighted average of the applicable Contract Rates (converted to \$/MWh) for each MWh of Total KS-MO Contract Capacity, calculated as follows:

$$((\text{Tranche 1 Rate} * \text{Tranche 1 Contract Capacity}) + (\text{Tranche 2 Rate} * \text{Tranche 2 Contract Capacity})) / \text{Total KS-MO Contract Capacity}^1$$

$NEO-KSMO =$  the total MWh of KS-MO Transmission Service that was unavailable as the result of any Non-Excused Outages (including both curtailments affecting only a portion of the Contract Capacity and interruptions affecting the entire Contract Capacity) during hours of the Contract Year in which Transmission Customer scheduled KS-MO Transmission Service or in which Transmission Customer could have scheduled KS-MO Transmission Service but for the existence of a Non-Excused Outage

Total KS-MO  
Contract  
Capacity

$$= \text{Tranche 1 Contract Capacity} + \text{Tranche 2 Contract Capacity}$$

---

<sup>1</sup> For example, if Transmission Customer reserves 100 MW of Tranche 1 Contract Capacity and 100 MW of Tranche 2 Contract Capacity for the first Contract Year, then  $KMRate$  for the first Contract Year would be calculated as follows:  $((\$1.5986/\text{MWh} * 100 \text{ MW}) + (\$2.2836/\text{MWh} * 100 \text{ MW})) / 200 \text{ MW} = \$1.9411/\text{MWh}$ .

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Tranche 1  
Contract  
Capacity = the Contract Capacity for Tranche 1 of KS-MO Transmission Service reserved by Transmission Customer for the Contract Year in which the Non-Excused Outages occurred

Tranche 1 Rate = the applicable Contract Rate (converted to \$/MWh) for Tranche 1 Contract Capacity

Tranche 2  
Contract  
Capacity = the Contract Capacity for Tranche 2 of KS-MO Transmission Service reserved by Transmission Customer for the Contract Year in which the Non-Excused Outages occurred

Tranche 2 Rate = the applicable Contract Rate (converted to \$/MWh) for Tranche 2 Contract Capacity

**MO-PJM Transmission Service**

If  $NEO-MOPJM \leq MPAllowance$ , there shall be no credit

If  $NEO-MOPJM > MPAllowance$ , the credit shall be:

$$(NEO-MOPJM - MPAllowance) * MPRate$$

Where:

FTC = the additional Firm Transmission Capacity to deliver electricity from the MISO Interconnection Point to the PJM Interconnection Point reserved by Transmission Customer pursuant to Section 3.3, if applicable, for the Contract Year in which the Non-Excused Outages occurred

FTC Rate = the applicable rate set forth in Transmission Provider's OATT (converted to \$/MWh) for FTC

MO-PJM  
Contract  
Capacity = the Contract Capacity for MO-PJM Transmission Service reserved by Transmission Customer for the Contract Year in which the Non-Excused Outages occurred

MO-PJM Rate = the applicable Contract Rate (converted to \$/MWh) for MO-PJM Contract Capacity

MPAllowance = Total MO-PJM Contract Capacity \* 8760 \* 0.03

MPRate = the weighted average of the applicable rates (converted to \$/MWh) for each MWh of Total MO-PJM Contract Capacity, calculated as follows:

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$$\frac{((\text{MO-PJM Rate} * \text{MO-PJM Contract Capacity}) + (\text{FTC Rate} * \text{FTC}))}{\text{Total MO-PJM Contract Capacity}^2}$$

NEO-MOPJM = the total MWh of MO-PJM Transmission Service and FTC that was unavailable as the result of any Non-Excused Outages (including both curtailments affecting only a portion of the Contract Capacity and interruptions affecting the entire Contract Capacity) during hours of the Contract Year in which Transmission Customer scheduled MO-PJM Transmission Service and FTC or in which Transmission Customer could have scheduled MO-PJM Transmission Service and FTC but for the existence of a Non-Excused Outage

Total MO-PJM  
Contract  
Capacity = MO-PJM Contract Capacity + FTC

---

<sup>2</sup> For example, if Transmission Customer elects not to reserve FTC, then the MPRate for the first Contract Year would be calculated as follows:  $((\$3.4247/\text{MWh} * 25 \text{ MW}) + (\text{FTC Rate} * 0 \text{ MW})) / (25 \text{ MW} + 0 \text{ MW}) = \$3.4247/\text{MWh}$ .



RESOLUTION 76-2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF ELECTRIC TO ENTER INTO NEGOTIATIONS WITH THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION TO OBTAIN A LONG TERM PURCHASE POWER AGREEMENT FOR WIND ENERGY TO BE DELIVERED TO THE CITY OF KIRKWOOD.

WHEREAS, the Missouri Joint Municipal Electric Utility Commission (MJMEUC) has entered into a long term transmission agreement to import up to 200 MW of wind energy from Kansas to Missouri, and

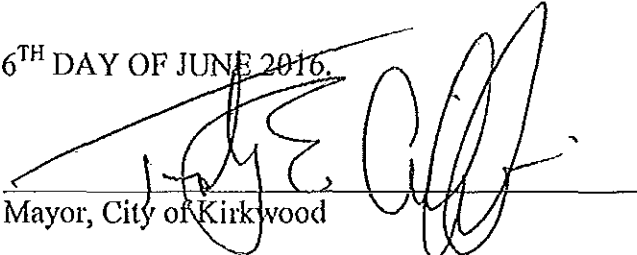
WHEREAS, the Kirkwood Electric Department is recommending approval to authorize the department to enter into negotiations with the MJMEUC to obtain a long term purchase power agreement for wind energy to be delivered to the City of Kirkwood, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The Director of Electric is hereby authorized to enter into negotiations with the Missouri Joint Municipal Electric Utility Commission to obtain a long term purchase power agreement for wind energy to be delivered to the City of Kirkwood.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF JUNE 2016.

  
\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

  
\_\_\_\_\_  
City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 6/16/2016

### Step #1:

Strategic Plan YES

Goal # & Title Goal 1 - Enhance the Quality of Life for Kirkwood Citizens

### Background To Issue:

The Missouri Joint Municipal Electric Utility Commission (MJMEUC) has entered into a long term transmission agreement to import up to 200 MW of wind energy from Kansas to Missouri.

### Recommendations and Action Requested:

The Kirkwood Electric Department is recommending approval of a resolution to authorize the department to enter into negotiations with the Missouri Joint Municipal Electric Utility Commission (MJMEUC) to obtain a long term purchase power agreement for wind energy to be delivered to the City of Kirkwood.

### Alternatives Available:

This opportunity to purchase renewable energy is very favorable compared to market power prices, our current Prairie State power price, and the prices we've received for summer time block power.

Cost: \$0.00

Account #: 50121114806201

Project #:

Budgeted: YES

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

Kansas wind is one of the cheapest forms of new renewable generation available and it can be delivered to Kirkwood at a fixed transmission cost for 25 years with little risk of rate of rate increases. The department plans to submit a purchase power agreement for council approval in approximately 9 months. The power will not be available until 2021. The department has attached the MJMEUC contract for transmission for council's review. The department recommends approval of the resolution.

BY: Mark Petty

Date: 6/3/2016

Authenticated: pettyma

You can attach up to 3 files along with this request.



MPUA Clean Line Transmission  
Opportunity\_201606030754.pdf

Adobe Acrobat Document  
3.50 MB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Director's approval).

Approve

Purchasing Director's Comments:


BY: David Weidler

Date: 6/6/2016

Authenticated: weidledc

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (Must have Finance Department's approval).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

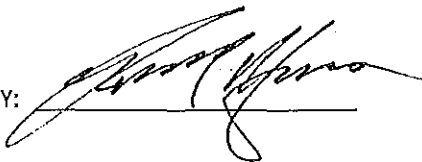
Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

6-9-16

RESOLUTION NO. 2044-16

**A RESOLUTION AUTHORIZING THE HANNIBAL BOARD OF PUBLIC WORKS TO  
ENTER INTO NEGOTIATIONS WITH THE MISSOURI JOINT MUNICIPAL  
ELECTRIC UTILITY COMMISSION TO OBTAIN A LONG TERM PURCHASE  
POWER AGREEMENT FOR WIND ENERGY TO BE DELIVERED TO THE CITY OF  
HANNIBAL**

WHEREAS, the Missouri Joint Municipal Electric Utility Commission (MJMEUC) has entered into a long term transmission agreement to import up to 200 MW of wind energy from Kansas to Missouri, and

WHEREAS, the Mayor and City Council desire the acquisition of inexpensive wind power for use by residents, businesses, schools, state, county, and city governmental facilities, not-for-profit organizations, and all other rate-payers in Hannibal, and

WHEREAS, the Hannibal Board of Public Works is recommending approval to authorize the organization to enter into negotiations with MJMEUC to obtain a long term purchase power agreement for wind energy to be delivered to the City of Hannibal.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
HANNIBAL, MISSOURI, AS FOLLOWS:**

**SECTION 1:** The Hannibal Board of Public Works is hereby authorized to enter into negotiations with the Missouri Joint Municipal Electric Utility Commission to obtain a long term purchase power agreement for wind energy to be delivered to the City of Hannibal.

**SECTION 2:** This Resolution shall be in full force and effect after its passage and approval.

ADOPTED THIS 19<sup>th</sup> DAY OF July, 2016

APPROVED THIS 19<sup>th</sup> DAY OF July, 2016

  
James Hark, Mayor

ATTEST:

  
Angelica N. Vance, City Clerk

A BILL TO CREATE A RESOLUTION ENTITLED:

“A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR OF THE CITY OF CENTRALIA, MISSOURI TO ENTER INTO NEGOTIATIONS WITH THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION TO OBTAIN A LONG TERM PURCHASE POWER AGREEMENT FOR WIND ENERGY TO BE DELIVERED TO THE CITY OF CENTRALIA, MISSOURI.”

WHEREAS, the Mayor and Board of Aldermen of the City of Centralia, Missouri desire the acquisition of inexpensive wind power for use by residents, businesses, schools, and city governmental facilities, not-for-profit organizations, and all other rate-payers in the City of Centralia, Missouri ; and

WHEREAS, the Missouri Joint Municipal Electric Utility Commission (MJMEUC) has entered into a long term transmission agreement to import up to 200 MW of wind energy from Kansas to Missouri; and

WHEREAS, the City Administrator in cooperation with Harbour Consulting, LLC, the City of Centralia Missouri’s consultant for wholesale electric power purchases are recommending approval to authorize the organization to enter into negotiations with MJMEUC to obtain a long term purchase power agreement for wind energy to be delivered to the City of Centralia, Missouri ; and

WHEREAS, the Hubbell Power Systems is a strategic partner with the company that MJMEUC has entered into a long term transmission agreement to import up to 200 MW of wind energy from Kansas to Missouri and furtherance of this project will likely result in growth and job creation for Hubbell Power System in Centralia, Missouri; and

WHEREAS, the Mayor and Board of Aldermen of the City of Centralia, Missouri desire to support the growth of Hubbell Power Systems in Centralia, Missouri the largest employer in Centralia, Missouri and the largest manufacturing sector employer in Boone County, Missouri.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

Section 1. The Mayor and City Administrator of the City of Centralia, Missouri are hereby authorized to enter into negotiations with the Missouri Joint Municipal Electric Utility Commission to obtain a long term purchase power agreement for wind energy to be delivered to the City of Centralia, Missouri.

Section 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED by the Board of Aldermen in the City of Centralia, Missouri this 29<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
Mayor, Tim Grenke

ATTEST:

  
\_\_\_\_\_  
City Clerk, Heather Russell

**SCHEDULE 3 – ROUNDTABLE MEETINGS, 2013 PUBLIC MEETINGS AND OFFICE HOURS MEETINGS**

Roundtable Meetings

<b>DATE</b>	<b>MEETING LOCATION</b>
June 15, 2011	Nevada, MO
June 15, 2011	Carthage, MO
June 16, 2011	Greenfield, MO
June 16, 2011	Hermitage, MO
June 17, 2011	Buffalo, MO
March 5, 2012	St. Joseph, MO
March 6, 2012	Hamilton, MO
March 6, 2012	Carrollton, MO
March 7, 2012	Moberly, MO
March 7, 2012	Mexico, MO
March 8, 2012	Bowling Green, MO
March 8, 2012	Hannibal, MO

2013 Public Meetings

<b>DATE</b>	<b>LOCATION</b>
July 15, 2013	Salisbury, MO
July 16, 2013	Chillicothe, MO
July 16, 2013	Carrollton, MO
July 17, 2013	Hamilton, MO
July 17, 2013	Cameron, MO
July 18, 2013	St. Joseph, MO
July 29, 2013	Macon, MO
July 30, 2013	Moberly, MO
July 30, 2013	Mexico, MO
July 31, 2013	Hannibal, MO
July 31, 2013	Monroe City, MO
August 1, 2013	Bowling Green, MO
December 4, 2013	Moberly, MO

Office Hour Meetings

<b>Date</b>	<b>Location</b>
February 25, 2014	New London, MO
February 26, 2014	Paris, MO
March 3, 2014	Gower, MO
March 4, 2014	Brunswick, MO
March 7, 2014	Moberly, MO
March 19, 2014	Monroe City, MO
March 19, 2014	Carrollton, MO
March 20, 2014	New London, MO

March 26, 2014	Mexico, MO
March 27, 2014	St. Joseph, MO
April 2, 2014	Moberly, MO
April 3, 2014	Carrollton, MO
April 4, 2014	Gower, MO
April 9, 2014	Polo, MO
April 10, 2014	New London, MO
April 16, 2014	Paris, MO
April 17, 2014	Moberly, MO

**SCHEDULE 4 – 2016 PUBLIC MEETING DATES AND LOCATIONS**

Date	Public Meeting Locations
June 13, 2016	St. Joseph, MO
June 14, 2016	Plattsburg, MO
June 14, 2016	Polo, MO
June 15, 2016	Carrollton, MO
June 15, 2016	Brunswick, MO
June 16, 2016	Moberly, MO
June 16, 2016	Paris, MO
June 17, 2016	Center, MO



[LETTER AND ENV ADDRESSEE] [CARE OF]  
 [STREET ADDRESS] [PO BOX]  
 [CITY], [STATE], [ZIP]

RE: [COUNTY], [PARCEL NUMBER]

June 2, 2016

Dear [DEAR NAME]:

I am writing to inform you of a series of upcoming public meetings about the Grain Belt Express Clean Line. The Grain Belt Express Clean Line is a proposed electric transmission line that will deliver low-cost clean energy to Missouri. In addition, the project will contribute significant tax revenue to support local schools and public services across the northern Missouri project area.

As a landowner, or other contact with an interest in property along the proposed route of the Grain Belt Express, I encourage you to join us at one of our upcoming public meetings. Please join us any time between the listed times below.

Mon., June 13	Tues., June 14	Wed., June 15	Thurs., June 16	Fri., June 17
/	<b>9 AM - 12 PM</b> Morning Meeting Clinton County Youth Building 251 E. Hwy 116 Plattsburg, MO 64477	<b>9 AM - 12 PM</b> Morning Meeting Rupe Community Center 710 Harvest Hills Dr Carrollton, MO 64633	<b>9 AM - 12 PM</b> Morning Meeting James Youth Center 220 Rothwell Park Rd Moberly, MO 65270	<b>8 AM - 11 AM</b> Morning Meeting Mark Twain Senior High School Cafeteria 21622 Missouri-19 Center, MO 63436
<b>3 PM - 6 PM</b> Afternoon Meeting Stoney Creek Conference Center, Salon B 1201 N. Woodbine Rd St. Joseph, MO 64506	<b>3 PM - 6 PM</b> Afternoon Meeting City of Polo Community Building Inside Stage Coach Park 1010 Main St Polo, MO 64671	<b>3 PM - 6 PM</b> Afternoon Meeting Knights of Columbus Hall 124 E. Broadway Highway 24 Brunswick, MO 65236	<b>3 PM - 6 PM</b> Afternoon Meeting Senior Citizens Community Center 112 E. Marion St Paris, MO 65275	/

My team and I look forward to sharing information with you about the project schedule, our landowner compensation package, and the route of the line. We also look forward to answering any additional questions that you may have.

If you are unable to attend a meeting, we encourage you to reach out to us at any time. Feel free to call us toll free at 855-665-3438 or email us at [info@grainbeltexpresscleanline.com](mailto:info@grainbeltexpresscleanline.com).

Sincerely,



Mark Lawlor

Director of Development

Grain Belt Express Clean Line  
CLEAN LINE ENERGY PARTNERS  
[www.GrainBeltExpressCleanLine.com](http://www.GrainBeltExpressCleanLine.com)

[Letter and Env Addressee] [CARE OF]  
[STREET ADDRESS] [PO BOX]  
[CITY], [STATE], [ZIP]

RE: [COUNTY], [PARCEL NUMBER]

June 30, 2016

Dear [DEAR NAME]:

I am writing to provide you with an update about the Grain Belt Express Clean Line. You have received this letter because you either own property or have an interest in property along the proposed route of the Grain Belt Express. The Grain Belt Express is a proposed electric transmission line that will deliver low-cost clean energy to Missouri.

On June 30, 2016, the Grain Belt Express filed an application for a Certificate of Convenience and Necessity with the Missouri Public Service Commission. This state agency will begin its review of our application.

You can find more information about the Grain Belt Express project and information about our filing with the Missouri Public Service Commission on our website, [www.grainbeltexpresscleanline.com](http://www.grainbeltexpresscleanline.com).

My team and I look forward to continuing to work with you. Feel free to call us toll free at 855-665-3438 or email us at [info@grainbeltexpresscleanline.com](mailto:info@grainbeltexpresscleanline.com).

Sincerely,



Mark Lawlor

Director of Development

Grain Belt Express Clean Line  
CLEAN LINE ENERGY PARTNERS  
[www.GrainBeltExpressCleanLine.com](http://www.GrainBeltExpressCleanLine.com)

## **Frequently Asked Questions**

### **Will the Grain Belt Express Clean Line deliver energy to Missouri?**

Yes. The Grain Belt Express will deliver 500 megawatts of low-cost clean power to the electric grid in Missouri. This is enough to power about 200,000 Missouri homes each year. A group of 67 Missouri municipalities, called the Missouri Joint Municipal Electric Utility Commission, has agreed to purchase long-term transmission service on the Grain Belt Express. The public power agency expects the agreement to save Missouri municipal utilities at least \$10 million annually. Other Missouri utilities also have the opportunity to purchase transmission service on the Grain Belt Express.

### **Will Clean Line Energy compensate landowners?**

Yes. Clean Line Energy is committed to compensating landowners fairly and seeks to reach voluntarily negotiated agreements with all landowners along the Grain Belt Express route. The landowner compensation package includes an easement payment, based on the size of the easement required and market value of the land, and an additional payment for each structure placed on the landowner's property. Other payments may be made in certain circumstances for: crop damage, commercially marketable timber, irrigation interference, and damage to drainage tile. Further details on landowner compensation can be found on our website at: [http://www.grainbeltexpresscleanline.com/site/page/missouri\\_landowner\\_info](http://www.grainbeltexpresscleanline.com/site/page/missouri_landowner_info)

### **Will the project provide revenue to Missouri communities?**

Yes. Energy infrastructure provides an economic boost to rural communities through significant tax revenues. The Grain Belt Express Clean Line will contribute new tax funding to schools, law enforcement, and other vital public services in north Missouri. The Missouri State Tax Commission formula estimates the Grain Belt Express will contribute more than \$7 million in taxes in the first year alone.

### **Has Clean Line identified a route for the Grain Belt Express Clean Line?**

Yes. Landowners can review the proposed route for the Grain Belt Express at: [http://www.grainbeltexpresscleanline.com/site/page/missouri\\_proposed\\_route](http://www.grainbeltexpresscleanline.com/site/page/missouri_proposed_route)

### **Is the Grain Belt Express Clean Line Needed?**

Yes. As Missouri's existing energy infrastructure ages, it is important to continue to modernize the energy grid. The major obstacle to using more American-made renewable energy has always been price and the lack of transmission infrastructure. The Grain Belt Express solves both of these issues by delivering to Missourians some of the lowest cost clean energy resources in the country. This transmission line is a \$500 million investment that will diversify Missouri's energy supply and provide a free market approach to energy independence.

## Grain Belt Express Economic Impact Brief

The Grain Belt Express, an electrical transmission line project to deliver wind power to numerous Midwestern states, is expected to have a positive impact to Missouri's economy and workforce beginning in 2018. The project includes a 3-year construction period along with an operations phase which will continue benefits to the state in the years that follow.

During the 3-year construction phase there is expected to be over \$600 million in direct spending in Missouri to build the 205 miles of transmission line and for manufacturing and service contracts that cover work in four states. Over the three years this spending is estimated to have the following effects on Missouri's economy:

### **CONSTRUCTION PHASE OVER YEARS 2018-2021**

**1,527 Jobs** supported over 3 years

**\$246 M** in New Personal Income

**\$476 M** in New Gross Domestic Product

After construction the transmission line will be operational and provide on-going benefits to the state in terms of landowner easement payments in 2021 of nearly \$15 million and \$1.23 million in the years that follow. In addition to landowner payments, \$5 million in new operations and maintenance spending is expected on an annual basis. This spending in Missouri is estimated to have the following annual impact to the state's economy:

### **OPERATIONS PHASE IN YEAR 2021**

**91 Jobs** supported in this year

**\$17.9 M** in New Personal Income

**\$9.1 M** in New Gross Domestic Product

### **OPERATIONS PHASE IN YEAR 2022 AND AFTER**

**28 Jobs** supported each year

**\$2.6 M** in New Personal Income

**\$4.2 M** in New Gross Domestic Product



## Notes

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The Missouri impact estimates for the construction and operations phases represent preliminary analysis of figures provided by Clean Line, the company building a roughly 700-mile high voltage line to connect Kansas wind turbines to energy users in Missouri, Illinois, and Indiana. 205 miles of that line is expected to cross Missouri. The impacts represent the total statewide effect over the construction phase (Years 2018-2020), the operations impact expected in year 2021 from one-time easement payments, and annual impacts from year 2022 onward assuming on-going structure payments, operations and maintenance. Impact figures are in millions of 2016 constant dollars.

The construction phase analysis assumes \$354 million in Missouri transmission line construction spending and \$249 million in Missouri-specific manufacturing and professional services contracts for the four-state project (Kansas, Missouri, Illinois, and Indiana). Any Missouri contract spending that was already accounted for by state transmission line construction purchases was removed to avoid double-counting. Spending is expected to begin in 2018 and continue into 2020.

The operations phase analysis is divided into two periods due to up-front landowner payments that would only impact the first year of operations. After that year the annual landowner payments and transmission line operation/maintenance spending beginning in 2022 will create on-going positive impacts in the years that follow.

In the first year of operations (2021), it is assumed that landowners will receive \$14.97 million in easement payments that will increase personal income levels and spending. Easement payments are based on company-provided information to include a 150 ft. wide right-of-way, 4 lattice structures per mile, and land value of \$4,000 per acre. An increase of \$5 million for line operations/maintenance is expected to begin this year.

In subsequent years of operations, from year 2022 onward, landowner payments of \$1.23 million for transmission line structures and on-going operation/maintenance spending of \$5 million for those facilities is expected. This assumes all landowners choose annual payments however the option to take an up-front, one-time payment is available and would alter this impact estimate depending on those circumstances. Payments are expected to increase by two percent a year, roughly in line with long-term inflation estimates.

## Grain Belt Express Analysis for Missouri

May 2016

The Missouri economic impact estimates for the construction and operations phases of the Grain Belt Express represent preliminary analysis of figures provided by Clean Line. Impacts represent the total statewide effect over the construction phase (Years 2018-2020), the operations impact expected in year 2021 from one-time easement payments, and annual impacts from year 2022 and beyond assuming on-going structure payments and maintenance. Impact figures in millions of dollars unless otherwise noted and in 2016 present value. Property taxes are in actual dollars with payments beginning in 2021.

Construction Phase Impact (2018-2020)	Operations Phase Impact YR 1 (2021)	Operations Phase Impact YR2+ (2022...)	Operations Phase Property Taxes (2021...)																																																																		
<p><b>Transmission Line Construction &amp; 4-State Missouri Contracts</b></p> <p>Assumes \$354 million for Missouri transmission line construction spending and \$249 million in manufacturing and prof. services contracts for the four-state project.* Cumulative total over 3 years provided in parenthesis.</p>	<p><b>Initial Landowner Payments &amp; Line Operations/Maint.</b></p> <p>Assumes \$14.97 million in initial landowner easement payments and subsequent increase in personal consumption spending.* An increase in operation and maintenance spending of \$5 million is due to new transmission line infrastructure.</p>	<p><b>Annual Structure Payments &amp; Line Operations/Maint.</b></p> <p>Assumes \$1.23 million in annual structure payments to landowners and subsequent increase in personal consumption spending.* Annual increase in operation and maintenance spending of \$5 million due to new transmission line infrastructure.</p>	<p><b>Annual Property Tax Estimates*</b></p>																																																																		
<p><b>Average Annual Economic Impact to Missouri</b></p> <p>1,527 Jobs Supported per Year  <b>\$82.1M</b> Personal Income per Year (\$246M/3YR. SUM)  <b>\$158.6M</b> Gross Domestic Product per Year (\$476M/3YR. SUM)  <b>\$3.2M</b> State General Revenue per Year (\$9.6M/3YR. SUM)</p>	<p><b>Year 2021 Economic Impact to Missouri</b></p> <p>91 Jobs Supported this Year  <b>\$17.9M</b> Personal Income this Year  <b>\$9.1M</b> Gross Domestic Product this Year  <b>\$720K</b> State General Revenue this Year</p>	<p><b>Average Annual Economic Impact to Missouri</b></p> <p>28 Jobs Supported per Year  <b>\$2.6M</b> Personal Income per Year  <b>\$4.2M</b> Gross Domestic Product per Year  <b>\$111K</b> State General Revenue per Year</p>	<table border="1"> <thead> <tr> <th>County</th> <th>School Districts</th> <th>Fire Districts</th> <th>Health, Medical, &amp; Ambulance</th> <th>Other</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>Buchanan</td> <td>\$652,220</td> <td>\$36,554</td> <td>\$38,505</td> <td>\$23,290</td> <td>\$750,569</td> </tr> <tr> <td>Caldwell</td> <td>\$642,557</td> <td></td> <td>\$42,134</td> <td>\$149,228</td> <td>\$833,919</td> </tr> <tr> <td>Carroll</td> <td>\$625,599</td> <td>\$30,458</td> <td>\$58,215</td> <td>\$159,283</td> <td>\$873,555</td> </tr> <tr> <td>Chariton</td> <td>\$839,259</td> <td>\$10,155</td> <td>\$87,077</td> <td>\$211,580</td> <td>\$1,148,071</td> </tr> <tr> <td>Clinton</td> <td>\$610,376</td> <td>\$43,180</td> <td>\$56,488</td> <td>\$28,360</td> <td>\$738,404</td> </tr> <tr> <td>Monroe</td> <td>\$799,058</td> <td>\$51,885</td> <td>\$120,231</td> <td>\$145,384</td> <td>\$1,116,558</td> </tr> <tr> <td>Ralls</td> <td>\$789,966</td> <td>\$4,783</td> <td>\$105,368</td> <td>\$137,800</td> <td>\$1,037,917</td> </tr> <tr> <td>Randolph</td> <td>\$569,974</td> <td>\$12,311</td> <td>\$37,759</td> <td>\$103,825</td> <td>\$723,869</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$5,529,009</b></td> <td><b>\$189,326</b></td> <td><b>\$545,777</b></td> <td><b>\$958,750</b></td> <td><b>\$7,222,862</b></td> </tr> <tr> <td><b>% TOTAL</b></td> <td><b>77%</b></td> <td><b>3%</b></td> <td><b>8%</b></td> <td><b>13%</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	County	School Districts	Fire Districts	Health, Medical, & Ambulance	Other	TOTAL	Buchanan	\$652,220	\$36,554	\$38,505	\$23,290	\$750,569	Caldwell	\$642,557		\$42,134	\$149,228	\$833,919	Carroll	\$625,599	\$30,458	\$58,215	\$159,283	\$873,555	Chariton	\$839,259	\$10,155	\$87,077	\$211,580	\$1,148,071	Clinton	\$610,376	\$43,180	\$56,488	\$28,360	\$738,404	Monroe	\$799,058	\$51,885	\$120,231	\$145,384	\$1,116,558	Ralls	\$789,966	\$4,783	\$105,368	\$137,800	\$1,037,917	Randolph	\$569,974	\$12,311	\$37,759	\$103,825	\$723,869	<b>TOTAL</b>	<b>\$5,529,009</b>	<b>\$189,326</b>	<b>\$545,777</b>	<b>\$958,750</b>	<b>\$7,222,862</b>	<b>% TOTAL</b>	<b>77%</b>	<b>3%</b>	<b>8%</b>	<b>13%</b>	<b>100%</b>
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**ESTIMATED TAX REVENUE  
GENERATED BY PROPOSED GRAIN BELT EXPRESS CLEAN LINE**

<i>County</i>	<i>Miles of Line</i>	<i>Estimated New Taxes</i>
Buchanan	21.31	750,569
Caldwell	23.19	833,919
Carroll	24.78	873,555
Chariton	31.26	1,148,071
Clinton	20.24	738,404
Monroe	31.07	1,116,558
Ralls	32.66	1,037,917
Randolph	20.57	723,869
<b>Total</b>	<b>205.08</b>	<b>7222862.00</b>



## BUCHANAN COUNTY

<i>Taxing District</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
<i>Description</i>		
<b>Buchanan County-General Revenue</b>	<b>21.31</b>	<b>9,989</b>
<b>Buchanan County-Senate Bill 40</b>	<b>21.31</b>	<b>38,505</b>
<b>Buchanan County-Road &amp; Bridge</b>	<b>21.31</b>	<b>13,301</b>
<b>S Central Buchanan Fire Prot Dist</b>	<b>9.04</b>	<b>15,866</b>
<b>DeKalb Fire Protection District</b>	<b>6.23</b>	<b>10,950</b>
<b>Gower Fire Protection District</b>	<b>6.04</b>	<b>9,738</b>
<b>School Districts</b>	<b>21.31</b>	<b>652,220</b>
<b>Buchanan County Total Taxes Levied</b>		<b>\$750,569</b>

<b>CALDWELL COUNTY</b>		
<i>Taxing District Description</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
<b>Caldwell County Ambulance</b>	<b>23.19</b>	<b>8,250</b>
<b>Caldwell County Health Department</b>	<b>23.19</b>	<b>33,884</b>
<b>Caldwell County-General Revenue</b>	<b>23.19</b>	<b>32,262</b>
<b>Caldwell County Library</b>	<b>23.19</b>	<b>17,369</b>
<b>Davis Township of Caldwell Co</b>	<b>5.71</b>	<b>21,683</b>
<b>Grant Township of Caldwell County</b>	<b>5.88</b>	<b>24,967</b>
<b>Lincoln Township of Caldwell Co</b>	<b>5.89</b>	<b>26,086</b>
<b>Rockford Township of Caldwell Co</b>	<b>5.71</b>	<b>26,861</b>
<b>School Districts</b>	<b>23.19</b>	<b>642,557</b>
<b>Caldwell County Total Taxes Levied</b>		<b>\$833,919</b>

## CARROLL COUNTY

<i>Taxing District</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
<i>Description</i>		
Carroll County Ambulance District	24.78	41,991
Carroll County Health Department	24.78	14,693
Carroll County-General Revenue	24.78	38,496
Carroll County-Senate Bill 40	24.78	1,531
Carroll County-Johnson Grass	24.78	14,693
North Central Carroll Fire Prot Dis	11.54	16,256
Carroll County Fire Protection Dist	7.46	11,543
Stet Fire Protection District	2.89	2,659
Hill Township of Carroll Co	4.49	20,046
Leslie Township of Carroll Co	1.36	6,473
Ridge Township of Carroll Co	5.73	26,590
Rockford Township of Carroll Co	1.67	7,157
Van Horn Township of Carroll Co	5.76	22,599
Washington Township of Carroll Co	5.77	23,229
School Districts	24.78	625,599
<b>Carroll County Total Taxes Levied</b>		<b>\$873,555</b>

<b>CHARITON COUNTY</b>		
<i>Taxing District</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
<i>Description</i>		
<b>Chariton County Ambulance District</b>	<b>31.26</b>	<b>50,201</b>
<b>Chariton County Health Center</b>	<b>31.26</b>	<b>19,316</b>
<b>Chariton County-General Revenue</b>	<b>31.26</b>	<b>61,459</b>
<b>Chariton County-Senate Bill 40</b>	<b>31.26</b>	<b>17,560</b>
<b>Chariton County-Township</b>	<b>31.26</b>	<b>19,316</b>
<b>Keytesville Fire Protection District</b>	<b>8.71</b>	<b>10,155</b>
<b>Brunswick Township of Chariton Co</b>	<b>5.84</b>	<b>25,883</b>
<b>Keytesville Township of Chariton Co</b>	<b>8.81</b>	<b>37,248</b>
<b>Salisbury Township of Chariton Co</b>	<b>8.59</b>	<b>30,817</b>
<b>Triplett Township of Chariton Co</b>	<b>8.02</b>	<b>36,857</b>
<b>School Districts</b>	<b>31.26</b>	<b>839,259</b>
<b>Chariton County Total Taxes Levied</b>		<b>\$1,148,071</b>

## CLINTON COUNTY

<i>Taxing District Description</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
Clinton County Health Department	20.24	11,496
Clinton County-General Revenue	20.24	28,360
Clinton County-Senate Bill 40	20.24	11,496
Cameron Ambulance District	1.14	1,764
Tri-County Ambulance District	18.83	31,732
Gower Fire Protection District	3.74	6,030
Lathrop Fire Protection District	8.68	20,067
Plattsburg Fire Protection District	7.82	17,083
School Districts	20.24	610,376
<b>Clinton County Total Taxes Levied</b>		<b>\$738,404</b>

## MONROE COUNTY

<i>Taxing District Description</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
Monroe County Health Department	31.07	19,392
Monroe County-General Revenue	31.07	55,268
Monroe County-Senate Bill 40	31.07	19,392
Monroe County-Road & Bridge	31.07	57,847
Monroe County Ambulance District	31.07	81,447
Monroe County Library	31.07	32,269
Paris Rural Fire Protection Dist	20.12	31,395
Madison-West Monroe Fire Prot Dist	10.95	20,490
School Districts	31.07	799,058
<b>Monroe County Total Taxes Levied</b>		<b>\$1,116,558</b>

## RALLS COUNTY

<i>Taxing District Description</i>	<i>Proportional Number of Miles</i>	<i>Estimated New Tax Revenue</i>
<b>Ralls County Health Department</b>	32.66	20,242
<b>Ralls County-General Revenue</b>	32.66	60,175
<b>Ralls County-Road &amp; Bridge</b>	32.66	57,016
<b>Ralls County Ambulance District #3</b>	32.66	85,126
<b>Ralls County Public Library</b>	32.66	20,609
<b>Hannibal Rural Fire Protection Dist</b>	5.22	4,783
<b>School Districts</b>	32.66	789,966
<b>Ralls County Total Taxes Levied</b>		<b>\$1,037,917</b>

## RANDOLPH COUNTY

<i>Taxing District Description</i>	<i>Proportional Number of Miles</i>	<i>Estimated NewTax Revenue</i>
Randolph County Library	20.57	31,596
Randolph County Health Department	20.57	18,950
Randolph County-General Revenue	20.57	28,605
Randolph County-Road & Bridge	20.57	25,331
Randolph County-Sheltered Workshop	20.57	18,809
Higbee Fire Protection District	4.83	7,576
Southeastern Fire Protection Dist	2.70	4,735
Moberly Area Jr. College	8.93	18,293
School Districts	20.57	569,974
<b>Randolph County Total Taxes Levied</b>		<b>\$723,869</b>



<b>County</b>	<b>School Districts</b>
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Buchanan	North Platte Co R-I School District
Buchanan	East Buchanan Co. C-1 School District
Buchanan	Mid-Buchanan Co R-V School District
Buchanan	Buchanan County R-IV School District
Buchanan	St. Joseph School District

Caldwell	Cameron R-I School District
Caldwell	Lathrop R-II School District
Caldwell	Southwest Livingston Co R-I School District
Caldwell	Breckenridge R-I School District
Caldwell	Hamilton R-II School District
Caldwell	New York R-IV School District
Caldwell	Cowgill R-VI School District
Caldwell	Polo R-VII School District
Caldwell	Mirabile C-1 School District
Caldwell	Braymer C-4 School District
Caldwell	Kingston 42 School District

Carroll	Braymer C-4 School District
Carroll	Brunswick R-II School District
Carroll	Hale R-I School District
Carroll	Tina-Avalon R-II School District
Carroll	Bosworth R-V School District
Carroll	Carrollton R-VII School District
Carroll	Norborne R-VIII School District

Chariton	Howard Co R-II School District
Chariton	Marceline R-V School District
Chariton	Brookfield R-III School District
Chariton	Northwestern R-I School District
Chariton	Brunswick R-II School District
Chariton	Keytesville R-III School District
Chariton	Salisbury R-IV School District

Clinton East Buchanan Co. C-1 School District  
Clinton Kearney R-I School District  
Clinton Smithville R-II School District  
Clinton Osborn R-O School District  
Clinton Stewartsville C-2 School District  
Clinton Lawson R-XIV School District  
Clinton Cameron R-I School District  
Clinton Lathrop R-II School District  
Clinton Clinton County R-III School District

Monroe Mexico 59 School District  
Monroe Centralia R-VI School District  
Monroe Ralls Co R-II School District  
Monroe Moberly School District  
Monroe Shelby Co R-IV School District  
Monroe Middle Grove C-1 School District  
Monroe Monroe City R-I School District  
Monroe Holliday C-2 School District  
Monroe Madison C-3 School District  
Monroe Paris R-II School District

Ralls Community R-VI School District  
Ralls Van-Far R-I School District  
Ralls Hannibal 60 School District  
Ralls Monroe City R-I School District  
Ralls Bowling Green R-I School District  
Ralls Ralls Co R-II School District

Randolph Sturgeon R-V School District  
Randolph Salisbury R-IV School District  
Randolph Macon Co R-I School District  
Randolph Northeast Randolph Co R-IV School District  
Randolph Renick R-V School District  
Randolph Higbee R-VIII School District  
Randolph Westran R-I School District  
Randolph Moberly School District

**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.

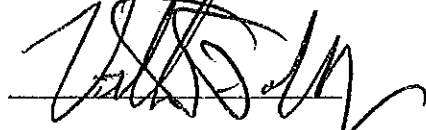
#### Framework for Supply Agreement

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.

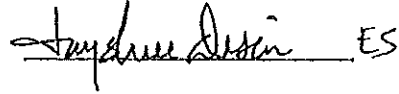
This MOU shall become effective upon signature by the Parties. It shall be superseded by any signed Supply Agreement. It may be terminated by either party at any time upon 30 days' notice to the other Party at the addresses below. The terms and provisions of this MOU shall be governed and interpreted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

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



William T. Tolley  
President  
Hubbell Power Systems, Inc.  
200 Center Point Circle  
Suite 200  
Columbia, SC 29210

Accepted: September 5, 2012



Jayshree Desai  
Executive Vice President and Chief  
Financial Officer  
Grain Belt Express Clean Line LLC  
1001 McKinney St.  
Suite 700  
Houston, TX 77002  
Copy to: General Counsel



January 29, 2014

Grain Belt Express Clean Line LLC  
1001 McKinney St.  
Suite 700  
Houston, TX 77002

Re: Memorandum of Understanding between General Cable and Grain Belt Express Clean Line LLC  
for Supply of Transmission Conductor

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 Indiana, and General Cable Industries, Inc. ("General Cable"), a Delaware Corporation (each a "Party" and collectively, the "Parties"). The Parties agree to use good faith efforts to negotiate an agreement (the "Supply Agreement") for the supply of overhead transmission conductor for the Grain Belt Express Clean Line Project, which consists of an overhead, high voltage direct current transmission line running from the area of western Kansas to Missouri, Illinois, Indiana and states farther east (the "Grain Belt Express Clean Line" or the "Project"). The Supply Agreement will be entered into on commercially reasonable terms based on market rates at the time the contract is negotiated and subject to the mutual agreement 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 two-way Non-Disclosure Agreement. A form of this agreement is attached under Annex A. 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 General Cable as a "Preferred Supplier" of overhead transmission conductor for the Project. General Cable will make engineering resources available to aid in the design of conductor and support ongoing construction efforts. In addition, General Cable will serve as an advocate for Clean Line for the development of the Project. At Clean Line's reasonable request, General Cable will:

- 1) Write letters of support;
- 2) Attend town-hall or other public open house meetings in support of the Project;
- 3) Attend smaller group meetings with local and state leadership;

4 Tesseneer Drive, Highland Heights, KY 41076  
(859) 572-8323 office – (859) 760-8323 cell – rroundhouse@generalcable.com



- 4) Co-sponsor activities at wind industry, transmission or Missouri state or local economic development events;
- 5) Assist in identifying Missouri-based suppliers; and
- 6) Engage in other, future-defined activities of support.

**Framework for Supply Agreement**

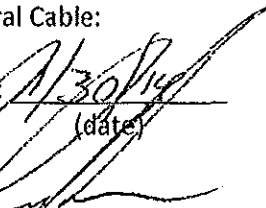
Under the Supply Agreement to be negotiated between the Parties, Clean Line will commit to purchase all high voltage overhead transmission conductor used to deliver the full rated Project power on the bi-pole direct current transmission line ("Bare Overhead Transmission Conductor") from General Cable for the Grain Belt Express Clean Line Project. In exchange, General Cable will commit to the following:

- 1. All Steel Core contained within the Bare Overhead Transmission Conductor for the Grain Belt Express Clean Line will be manufactured at our Sedalia, Missouri plant location.
- 2. All finished Steel Core will be sent to our Malvern, Arkansas location for stranding of conductor.
- 3. Establish an agreed-upon inventory stocking program of conductor in Sedalia, Missouri, after construction for the Grain Belt Express Clean Line is completed.
- 4. Establish a supplier base within Missouri to supply as much raw material as possible from local companies, including Noranda Aluminum, which will supply Aluminum Rod used in the Project's Bare Overhead Transmission Conductor.

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.

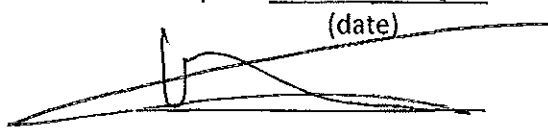
This letter sets forth the full, non-binding, and complete understanding of the Parties, as of the date hereof, with respect to the supply of wire and cable, and the terms hereof shall not be modified in any manner other than by a writing signed by both parties hereto, including as may be contained in any subsequent Supply Agreement.

For General Cable:

Accepted:   
(date)

Roger Roundhouse  
SVP & GM Electric Utility Business  
General Cable  
4 Tesseneer Dr.  
Highland Heights, KY 41076

For Grain Belt Express Clean Line LLC:

Accepted: 1-30-14  
(date)  


Michael Skelly  
President  
Grain Belt Express Clean Line LLC  
1001 McKinney St.  
Suite 700  
Houston, TX 77002

## Annex A

## MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is entered into this 3<sup>rd</sup> day of January, 2014, by and between **General Cable Industries, Inc.**, a Delaware corporation with its principal place of business located at 4 Tesseneer Drive, Highland Heights, Kentucky ("General Cable"), and **Grain Belt Express Clean Line LLC**, an Indiana Limited Liability Company, the aforementioned parties being collectively referred to herein as the "Parties," or individually as a "Party."

A. **Whereas**, the Parties have engaged in, expect to engage in and/or expect to continue to engage in discussions relating to the design, development, manufacture and/or procurement of overhead transmission conductor for the Grain Belt Express Clean Line project (the "Project"); and,

B. **Whereas**, in furtherance of the Project, the Parties may exchange certain confidential or proprietary information between or among them; and,

C. **Whereas**, the Parties wish to maintain the confidence of such information and protect the same from unauthorized use or disclosure by the other Parties.

**NOW, THEREFORE**, in consideration of the premises and the agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** As used herein, the following terms shall have these meanings:
  - a. **"Proprietary Information"** shall mean confidential and proprietary information concerning a Party's operations or the Project. Such information may include without limitation drawings, specifications, memoranda, operational data, photographs, models, prototypes, designs, materials, inventions, improvements, descriptions, sketches, computer firmware and software, manufacturing methods and techniques, quality control and test methods and data, costs and pricing, financial information, marketing and sales data and plans, and product applications and includes any notes, summaries, reports, analyses, or other material derived in whole or in part from such information. The aforementioned information shall be considered "Proprietary Information" regardless of whether it was furnished before or after the effective date of this Agreement and without regard to the form of the communication of such information.
  - b. **"Disclosing Party"** shall mean the Party who discloses, furnishes or otherwise provides Proprietary Information to another Party.
  - c. **"Receiving Party"** shall mean the Party or Parties who receive or otherwise gain possession of the Proprietary Information of another Party.
  - d. **"Representatives"** shall mean a Party's agents, advisors, representatives, contractors, affiliates and employees, and the agents, advisors, representatives and



employees of any Party's affiliates.

2. The Receiving Party acknowledges that all Proprietary Information that it receives is the property of the Disclosing Party, is subject to the restrictions stated in Section 3 below, and agrees it is imperative that all such Proprietary Information remain confidential. The Receiving Party agrees that prior to being given access to the Disclosing Party's Proprietary Information, each of the Receiving Party's Representatives who will see, use or otherwise come in contact with the Proprietary Information shall be informed of the confidential nature of such Proprietary Information. The Receiving Party agrees to be responsible for any breach of this Agreement by it or its Representatives.

3. To maintain the confidentiality of the Project and the Proprietary Information exchanged in connection with the Project, the Receiving Party and each individual or entity agreeing to be bound by this Agreement agrees that they will:

- a. limit the use of such Proprietary Information solely to the Project;
- b. protect such Proprietary Information from disclosure to anyone other than Representatives of the Receiving Party who require such information to permit them to assist in performing the Project, using the same standard of care that it uses to protect its own confidential information from disclosure;
- c. refrain from disclosing to anyone other than its Representatives (i) any of the terms, conditions or other facts with respect to the Project, and (ii) any technology, new products, designs or other Proprietary Information created by any Party in furtherance of the Project; and
- d. not receive any license with respect to such Proprietary Information under any patent, trademark, copyright or trade secret by virtue of this Agreement or the disclosure to it of Proprietary Information.

4. This Agreement shall not apply to any portion of the Proprietary Information that:
- a. becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives,
  - b. was available to the Receiving Party on a non-confidential basis prior to disclosure to such party by the Disclosing Party or its Representatives,
  - c. becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives when such source is entitled, to the best of the Receiving Party's knowledge, to make the disclosure, or
  - d. was independently developed by the Receiving Party not in connection with the Project and without reference to such Proprietary Information.

5. If a Receiving Party is requested or required to disclose any Proprietary Information received by it, such party will first provide the Disclosing Party with prompt notice of each such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with this Agreement. If the Receiving Party is legally compelled to disclose

4 Tessenner Drive, Highland Heights, KY 41076  
(859) 572-8323 office – (859) 760-8323 cell – roundhouse@generalcable.com



such Proprietary Information, the Receiving Party may disclose such information to the persons and to the extent required without liability under this Agreement.

6. The Disclosing Party makes no representation or warranty as to the completeness or accuracy of any Proprietary Information furnished by it under this Agreement, except as may be expressly stated in any separate written agreement regarding the Project.

7. The Disclosing Party may elect at any time, by providing 30 days written notice to the Receiving Party, to terminate further access by the Receiving Party to the Proprietary Information disclosed to it, and each Party may elect at any time by 30 days written notice to the other Party to terminate this Agreement. In addition, the Receiving Party agrees that if it is requested to do so in writing by the Disclosing Party, then within 30 days of receiving such request, the Receiving Party will return or destroy (with such destruction to be certified to the Disclosing Party) Proprietary Information disclosed to it. Notwithstanding the foregoing, the receiving Party may create and retain an abstract describing the type of Confidential Information that it receives sufficient to document the nature and scope of the Parties' discussions under this Agreement. Any such documents or abstract so created will be retained subject to this Agreement.

8.

9. The Receiving Party's obligations under this Agreement shall continue in effect indefinitely after termination of this Agreement, except that the confidentiality obligations stated in Sections 3(b) and (c) shall expire five (5) years after termination.

10. Export Control - The Parties will comply with all U.S. export control laws and regulations. The information that the Parties may wish to disclose pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

11. **Miscellaneous:**

- a. **Choice of Law.** This Agreement shall be governed or construed in accordance with the internal laws of the State of New York.
- b. **Injunctive Relief.** The Parties agree that monetary damages for a breach of this Agreement would be inadequate and difficult to determine and, therefore, each Party shall be entitled to seek specific performance or injunctive relief (or both) against the other Party as remedies for any breach of this Agreement, which shall be in addition to any and all other remedies available at law or equity to the respective Party.
- c. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect thereto. This Agreement may be modified only in writing signed by a duly authorized representative of each Party.

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- d. **No Assignment.** This Agreement shall be binding upon the Parties and their respective affiliates and Representatives. This Agreement may not be assigned or transferred without the prior written consent of both parties.
- e. **Non-Waiver.** The failure or delay by either party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.
- f. **Notices.** Any notice, request, demand or other communication required hereunder shall be in writing and deemed to have been fully given upon receipt if personally delivered or if mailed via certified mail, return receipt requested, postage prepaid, or via facsimile or overnight mail, at the address listed below or at any other address given by any party in writing to the other party.
- g. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, it shall be considered separable and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**General Cable Industries, Inc.**

Signature: 

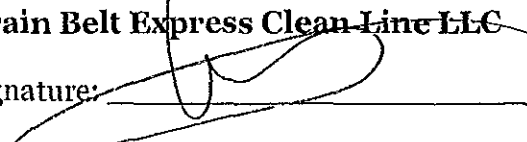
Name: Roger Roundhouse

Title: SVP & General Manager \_\_\_\_\_

4 Tesseneer Drive

Highland Heights, KY 41076

**Grain Belt Express Clean Line LLC**

Signature: 

Name: Michael Skelly

Title: President

1001 McKinney St. Suite 700  
Houston, TX 77002

**Memorandum of Understanding between ABB Inc. and Grain Belt Express Clean Line LLC for Supply of AC Transformers**

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 Indiana, and ABB Inc. ("ABB"), a Delaware Corporation (each of Clean Line and ABB 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 alternating current ("AC") transformers for the Grain Belt Express Clean Line project, which project consists of an approximately 750-mile overhead, high voltage direct current ("HVDC") transmission line running from western Kansas to western Indiana, as well as a collector system of alternating current transmission lines ("AC Collector System") that will connect roughly 4,000 megawatts of new wind farms to the HVDC converter in Kansas (collectively 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 the Supply Agreement or any other agreement.

Each Party shall treat the negotiations of the Supply Agreement as confidential, unless the other party gives its prior written consent to its disclosure (or any part thereof). 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 ABB as the "Preferred Supplier" of transformers for the Project's AC Collector System. ABB may make engineering resources available to aid in design of transformer assemblies. At Clean Line's reasonable request, ABB representatives may at their option:

1. Work with Clean Line and/or its Engineer to develop appropriate specifications and testing requirements for transformers for the AC Collector System; and
2. Attend local business meetings, public open house meetings, or other local meetings regarding the Project.

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 AC transformers for the Grain Belt Express Clean Line from ABB. In exchange, ABB will commit to the following:

1. Manufacture the AC transformers for the Grain Belt Express Clean Line at the St. Louis, Missouri facility.
2. Design and manufacture the transformers in a manner that minimizes life cycle costs and maximizes efficiency to the extent practicable.

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 Indiana, without regard to its conflict of law issues.

This letter sets forth the full and complete understanding of the Parties, as of the date hereof, with respect to the supply of AC transformers for the Project, and the terms hereof shall not be modified in any manner other than by a writing signed by both parties hereto, including as may be contained in any subsequent Supply Agreement.

[Signature Page Follows]

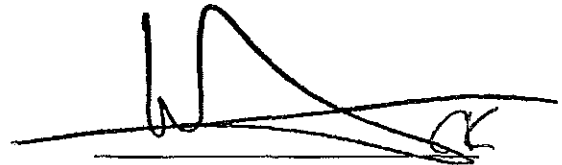
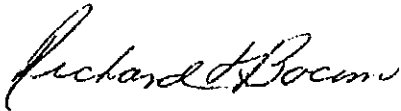
The Parties have executed this MOU as of the dates written below.

For ABB:

For Grain Belt Express Clean Line LLC:

Accepted: July 2, 2013  
(date)

Accepted: July 8, 2013  
(date)



Richard T. Bocim  
Vice President  
Commercial Operations - Transformers  
ABB

Michael Skelly  
President  
Grain Belt Express Clean Line LLC  
1001 McKinney Street  
Suite 700  
Houston, TX 77002  
Copy to: General Counsel



March 12, 2014

Roger Roundhouse  
4 Tessenner Drive  
Highland Heights, KY 41076

Re: Grain Belt Express Clean Line Preferred Supplier Agreement with General Cable

Michael Skelly  
President, Grain Belt Express Clean Line  
1001 McKinney St. Suite 700  
Houston, TX 77002

Dear Mr. Skelly:

Thank you for selecting General Cable as a preferred supplier of transmission conductor for the Grain Belt Express Clean Line. General Cable estimates the conductor material requirement for the 750-mile, direct current transmission line will exceed 23 million feet of conductor, made of aluminum rod and steel core.

Pursuant to our agreement, General Cable will manufacture all steel core contained in the Grain Belt Express conductor at our Sedalia, Missouri facility. The project will support a steady stream of work at our plant for two years.

General Cable will also establish an agreed-upon inventory stocking program at our Sedalia, Missouri distribution center after construction of the Grain Belt Express Clean Line is completed.

To support our agreement with Grain Belt Express, General Cable will invest in our Sedalia plant, expanding our manufacturing capabilities at a facility that employs roughly 185 associates in Missouri.

To support Grain Belt Express Clean Line's efforts to establish a local supply chain, General Cable has also committed to sourcing raw material from local companies.

Noranda Aluminum will supply aluminum rod used in the Grain Belt Express conductor from their smelter near New Madrid, Missouri.

General Cable employees are pleased to support the Grain Belt Express Clean Line, which will not only create jobs in Missouri but also deliver low-cost power to manufacturers and residents in the state.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roger Roundhouse", written over a faint, larger version of the same signature.

Roger Roundhouse  
Senior Vice President and General Manager of the Electric Utility Products  
General Cable



March 18, 2014

Re: Grain Belt Express Clean Line Preferred Supplier Agreement with ABB

Michael Skelly  
President, Grain Belt Express Clean Line  
1001 McKinney St. Suite 700  
Houston, TX 77002

Dear Mr. Skelly:

ABB is pleased to be selected as the preferred supplier of medium power transformers for the Grain Belt Express Clean Line. The ABB transformers will be installed in western Kansas, where new wind farms will connect to the Grain Belt Express project for delivery to Missouri and states farther east.

Pursuant to our agreement, ABB will manufacture and test the transformers for Grain Belt Express at our St. Louis, Missouri manufacturing facility. ABB engineers will work with your team to develop appropriate specifications and testing requirements for the transformers.

The Grain Belt Express project will support new jobs at our St. Louis operation, which employs roughly 175 people. We further estimate the Grain Belt Express purchase order will result in expected revenue of approximately \$10 million in new revenues for ABB in Missouri.

ABB, led by our transformer businesses in St. Louis and Jefferson City, Missouri, is pleased to partner with Grain Belt Express Clean Line as the preferred supplier of medium power transformers. We look forward to working with you.

Sincerely,

Emily Heitman  
GM, Medium & Large Power Transformers

ABB Inc.

---

ISO 9001

Power Transmission

4350 Semple Avenue

Telephone (314) 679-4589

St. Louis, Missouri 63120-2241

Fax (314) 679-4570





Ken Carlson  
Vice President  
Sales and Marketing Services

**Hubbell Power Systems, Inc.**  
200 Center Point Circle, Ste 200  
Columbia, SC 29210

March 24, 2014

Mr. Michael Skelly  
President, Grain Belt Express Clean Line  
1001 McKinney St. Suite 700  
Houston, TX 77002

Dear Mr. Skelly:

Thank you for selecting Hubbell Power Systems, Inc. as the preferred supplier of polymer insulators and hardware assemblies for the Grain Belt Express Clean Line.

Pursuant to our agreement, Hubbell will manufacture conductor hardware and the core of the insulators for the Grain Belt Express Clean Line in Centralia, MO, creating manufacturing jobs in the state. Hubbell will coordinate delivery of hardware, dropping Tower Pak<sup>®</sup> transmission kits at designated locations along the transmission line and establish an agreed-upon stocking program of components and/or assemblies at our Centralia distribution center.

In order to support Clean Line Energy's transmission projects, Hubbell is investing over \$9 million in our Centralia facilities, where the company employs approximately 600 people. New energy infrastructure projects like the Gain Belt Express are critical to our investment decisions.

The Grain Belt Express project will create good jobs in Centralia and support new investment in a community where Hubbell has a long-standing presence.

We appreciate your team's commitment to working with qualified, local businesses to build infrastructure in Missouri and bring low-cost renewable energy to the state. We look forward to working with Clean Line Energy on this transmission project.

Sincerely,

A handwritten signature in black ink that reads "Ken Carlson". The signature is written in a cursive, flowing style.

Ken Carlson  
VP, Global Sales & Marketing Services