



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;

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- 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

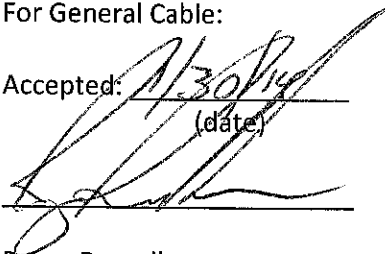
Under the Supply Agreement to be negotiated between the Parties, Clean Line will commit to purchase all high voltage overhead transmission conductor used to deliver the full rated Project power on the bi-pole direct current transmission line (“Bare Overhead Transmission Conductor”) from General Cable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

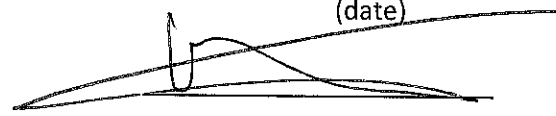
This letter sets forth the full, non-binding, and complete understanding of the Parties, as of the date hereof, with respect to the supply of wire and cable, and the terms hereof shall not be modified in any manner other than by a writing signed by both parties hereto, including as may be contained in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

For General Cable:

Accepted: 1-30-14
(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

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Annex A

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is entered into this 3rd 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

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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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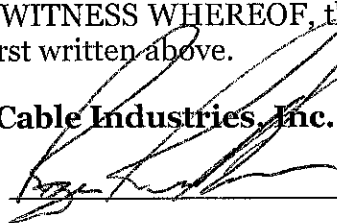


- d. **No Assignment.** This Agreement shall be binding upon the Parties and their respective affiliates and Representatives. This Agreement may not be assigned or transferred without the prior written consent of both parties.
- e. **Non-Waiver.** The failure or delay by either party in exercising any 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.

Grain Belt Express Clean-Line LLC

Signature:  _____

Signature:  _____

Name: Roger Roundhouse

Name: Michael Skelly

Title: SVP & General Manager _____

Title: President

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