

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of South)
Central MCN LLC for Approval of Transfer of)
Assets and a Certificate of Convenience and)
Necessity)

File No. EA-2016-0036

**SOUTH CENTRAL MCN LLC'S ANSWERS TO THE SECOND SET OF DATA AND DISCOVERY
REQUESTS OF CITY UTILITIES OF SPRINGFIELD, MISSOURI**

Applicant, South Central MCN LLC (SCMCN), submits the following answers to the Second Set of Data and Discovery Requests (Requests) of City Utilities of Springfield, Missouri (CU) to SCMCN.

PRELIMINARY STATEMENT

On January 28, 2015, CU served its second set of discovery requests on SCMCN. Pursuant to the Order Setting Schedule and Terms of Discovery issued December 22, 2015, SCMCN has 5 business days to object to the data requests and 10 calendar days to respond. However, SCMCN and CU have been actively engaged in negotiations regarding a resolution to the objections raised by CU, and CU's attorney agreed that the time for objection and response would not begin to run until February 2, 2016. SCMCN's objections were therefore due on February 9, 2016, and SCMCN timely provided its Objections to the service list on that date. SCMCN's responses are due February 12, 2016. Subject to and without waiving its Objections, SCMCN now submits its responses.

GENERAL OBJECTIONS

1. SCMCN objects to each Request to the extent it calls for information subject to and protected by the attorney-client privilege, the work product doctrine, the common interest privilege, the consulting expert privilege or any other privilege or immunity recognized under applicable law. Any disclosure of privileged information is inadvertent and shall not be deemed a waiver of privilege.

2. SCMCN objects to each Request to the extent it seeks documents not within its possession, custody, or control.

3. SCMCN objects to each Request to the extent it is overbroad or burdensome.
4. SCMCN objects to each Request to the extent it is vague, ambiguous, or unintelligible.
5. SCMCN objects to each Request to the extent it seeks information that is private, confidential, or proprietary (including trade secrets), including confidential information belonging to third-parties.
6. SCMCN objects to each Request as unduly burdensome to the extent it seeks documents created after the filing of the Application in this proceeding. Because such documents are very likely to be privileged, seeking their production imposes an unreasonable burden of collecting and preparing a privilege log for documents generated in the course of prosecuting this action.
7. SCMCN objects to each Request to the extent it is not relevant to any claim or defense and is not reasonably calculated to lead to the discovery of admissible evidence.
8. SCMCN objects to each Request to the extent it seeks to impose discovery obligations beyond or inconsistent with those required by the Missouri Rules of Civil Procedure, the Commission's Rules of Practice, or any other applicable statute, rule, regulation, or order.

INSTRUCTIONS

1. SCMCN objects to the Instructions to the extent they seek to impose discovery obligations beyond or inconsistent with, or to the extent they fail to comply with, the Missouri Rules of Civil Procedure, the Commission's Rules of Practice and Procedure, or any other applicable statute, rule, regulation, or order.
2. SCMCN objects to Instruction 6 because it is inconsistent with Missouri Rule of Civil Procedure 57.01(c)(4), which permits production of documents as a complete response with no additional duty to "identify all such documents."
3. SCMCN objects to Instruction 13 in that it purports to convert requests for production into interrogatories, which is not authorized by any rule or other authority.

4. SCMCN objects to Instruction 14 because it is inconsistent with the Scheduling Order in this case.

SECOND SET OF DATA REQUESTS

24. Referring to the Supplemental Direct Testimony of Edward M. Rahill, dated December 9, 2015 ("Rahill Supplemental Direct"), the Direct Testimony of Noman L. Williams, dated December 9, 2015 ("Williams Direct"), and the Direct Testimony of Carl A. Huslig, filed December 9, 2015 ("Huslig Direct") please provide:

a. Each agreement establishing the terms and conditions of the employment of the foregoing SCMCN by (i) GridLiance Heartland, LLC, (ii) SCMCN, and (iii) any other affiliate or subsidiary of the Blackstone Group, including all documents necessary to understand the complete terms of the compensation of each of the foregoing SCMCN witnesses; and

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

b. Each agreement establishing the terms and conditions of any current or future equity participation, if any, by each of the foregoing SCMCN witnesses in (i) GridLiance Heartland, LLC, (ii) SCMCN, and (iii) any other affiliate or subsidiary of the Blackstone Group that would benefit, directly or indirectly, from either or both of the acquisition of the 69 kV facilities from the City of Nixa proposed in SCMCN's Application in this proceeding, and the implementation of the rate treatment of those facilities discussed in Huslig Direct at 4:10-5:4 and Rahill Supplemental Direct at 4:17-5:2.

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

25. Referring to South Central's statement that "acquisition of existing Assets is contemplated as a means for SCMCN to put into effect a FERC rate and begin the work of improving and integrating these existing municipal assets . . . with other assets SCMCN will acquire in Missouri" (Application at 8 ¶ 23), please provide all documents that discuss the "other assets SCMCN will acquire in Missouri."

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

26. Referring to Williams Direct at 3:19-22, please state the amounts that the City of Nixa has spent on the transmission operation and maintenance referenced in the cited testimony in each of the past five calendar years.

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

27. Referring to Williams Direct at 3:19-22, please:

- a. Identify and quantify the specific “future capital requirements” to which Mr. Williams refers in the cited testimony;

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that Mr. Williams’ testimony that “By selling the Assets to SCMCN, the City avoids the need to worry about transmission operations and maintenance, as well as any future capital requirements” refers to hypothetical potential future costs that may or may not be necessary or desirable for continued operation of the Assets, such as the costs of upgrading or expanding the Assets. SCMCN has not quantified these costs.

- b. Identify with specificity, and quantify the anticipated costs of, the “potential future obligations to comply with reliability standards” to which Mr. Williams refers in the cited testimony; and

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that Mr. Williams’ testimony that “the City will avoid potential future obligations to comply with reliability standards” refers to hypothetical potential future costs that may or may not be necessary if North American Electric Reliability Corporation (NERC) compliance obligations are imposed on the Assets. SCMCN further states that at present, there is no NERC compliance obligation for 69 kV transmission lines. SCMCN has not quantified these hypothetical potential future costs.

- c. Provide all documents that contain, discuss or otherwise relate to any estimates or forecasts of amounts projected to be spent by the City of Nixa in any future period in connection with the “future capital requirements” and “potential future obligations to comply with reliability standards” referenced in the cited testimony.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN has not quantified these costs and that there are no documents responsive to Request 27.c.

28. Referring to Williams Direct at 5:9-23, please provide:

- a. SCMCN’s maintenance agreement with BBC Electrical Services, Inc.; and

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN's maintenance agreement is highly confidential in nature and will be produced in the manner agreed upon by the parties.

b. SCMCN's budgeted expenditures under that maintenance agreement during the first five years following its acquisition of the City of Nixa 69 kV facilities referenced in SCMCN's Application in this proceeding (or such shorter period as SCMCN may have budgeted if its budgeting to date does not extend for five years).

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN has no budgeted expenditures under the maintenance agreement. SCMCN's budget for maintenance is based on common industry projections as a percentage of net plant and any future expenditures for maintenance are pooled and allocated across all assets based on net plant, subject to true-up to actual, as further detailed in SCMCN's FERC-approved formula rate.

29. Referring to Williams Direct at 6:7-14, please state whether SCMCN's "Internal Compliance Program" is contained in any document other than Exhibit NLW-7HC and, if so, provide a copy of all such documents.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN's Internal Compliance Program as summarized in the Best in Class Overview Presentation is under development and no final program document exists. SCMCN further states that at present, there is no NERC compliance obligation for 69 kV transmission lines so further documentation of SCMCN's internal compliance program is not relevant to SCMCN's qualifications to operate the Assets.

30. Referring to Williams Direct at 6:15-20, please state whether any documents were used by SCMCN as models or "templates" in the creation of Exhibit NLW-8HC and, if so, please provide a copy of all such documents.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN's Safety Manual was not prepared from a specific model or template. SCMCN started with the American Public Power Association (APPA) safety manual for guidance and applied SCMCN's utility industry

knowledge and experience along with the extensive experience and expertise of Quanta Technology, LLC to complete the document.

31. Referring to Williams Direct at 7:2-5, please identify the dates, locations and participants involved in each of the "discussions with staff at CU regarding CU's continued interest in providing such services" referenced in the cited testimony.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that Mr. Williams engaged in at least the following discussions with staff at CU regarding CU's continued interest in providing control center services for the Assets based on review of Mr. Williams' calendar or emails:

- 1/16/15 at City of Nixa offices; Steve Stodden, Jeff Knottek, John Stephens
- 2/9/15; conference call; Steve Stodden, Jeff Knottek, John Stephens
- 2/19/15; conference call; Jeff Knottek, John Stephens
- 3/3/15; Columbia, MO; Steve Stodden
- 6/26/15; email; Steve Stodden, Jeff Knottek, John Stephens
- 7/6/15; conference call; Jeff Knottek, John Stephens
- 9/17/15; Branson, MO; Steve Stodden
- 12/1/15; email; Steve Stodden
- 12/3/15; Columbia, MO; Steve Stodden

SCMCN further states that CU has independent knowledge of these discussions as a result of its participation in the discussions.

32. Referring to Williams Direct at 7:15-18, please identify and provide copies of the "standard T-T interconnection agreements used in SPP" on which the SCMCN draft (Exhibit NLW-11) was based.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that there is no pro forma transmission-to-transmission (T-T) interconnection agreement in the SPP Tariff and that it prepared the draft agreement based upon its knowledge and expertise regarding agreements used in SPP and available in the public domain.

33. Referring to Williams Direct at 8:1-5, please specify the basis for Mr. Williams's "understanding" concerning the "SPP Tariff" as expressed in the cited testimony, and the provisions under which Mr. Williams proposes that SCMCN will proceed by his statement that "If CU does not agree to an interconnection agreement, SCMCN will file the unexecuted interconnection agreement at FERC."

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that Mr. Williams' understanding is based on various provisions of the SPP Tariff that provide for the filing of unexecuted interconnection and service agreements in several different contexts, in the event the parties to the agreements do not agree on the terms and conditions. See, e.g., Southwest Power Pool, Inc., Open Access Transmission Tariff, Sixth Rev. Vol. No. 1, Sections 15.3 and 29.1; Attachment V (GIP)-Section 5.1.1; Attachment V (GIA)-Section 2.1; Attachment AE-Section 2.1; Attachment AO-Section 6; Attachment AR-Section 3.8.

34. Referring to Williams Direct at 8:11-13, please identify the utilities and the facts through which Mr. Williams has come to "understand [they] will provide the service should CU choose not to do so."

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that it continues to work toward an agreement by which CU would provide system control services for the Assets. However, if CU chooses not to provide such services, SCMCN has knowledge of other utilities that have the qualifications, expertise, and capability to provide these services and that have expressed a willingness to provide such services and SCMCN will work with one or more of those utilities to provide such services for the Assets.

35. Referring to Williams Direct at 8:13-16, please identify the specific FERC and SPP rules under which Mr. Williams believes that CU is "obligated to interconnect with SCMCN."

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that Mr. Williams' understanding is based provisions of the SPP Membership Agreement and SPP Tariff, including, but not necessarily limited to, the following excerpts:

Southwest Power Pool, Governing Tariffs, Membership Agreement, First Rev. Vol.
3:

1.0 Definitions

Transmission Owner

A signatory to this Agreement which: (1) transfers functional control of Tariff Facilities related to the rates, terms and conditions of the OATT to SPP by executing this Agreement; or (2) appoints SPP under another agreement to provide service under the Transmission Tariff over Tariff Facilities which it owns or controls; or (3) is assigned by SPP to construct and accepts the obligation to construct new Tariff Facilities; or (4) undertakes another Transmission Owner's obligation to construct Tariff Facilities in accordance with Section 3.3 of this Agreement and Attachment O of the SPP OATT.

3.0 Commitments, Rights, Powers, and Obligations of Member

(d) Transmission Owner shall provide transmission service over its Tariff Facilities at the direction of SPP pursuant to the terms of the OATT.

3.3 Construction

(a) . . . Transmission Owner shall use due diligence to construct transmission facilities as directed by SPP in accordance with the OATT and this Agreement, subject to such siting, permitting, and environmental constraints as may be imposed by Federal, state, and local laws and regulations, and subject to the receipt of any necessary Federal or state regulatory approvals, including, as necessary, the Member's governing board where it serves as that authority.. . .

(b) After a new transmission project has received the required approvals and been approved by SPP, SPP will direct the appropriate Transmission Owner(s) to begin implementation of the project in accordance with Attachment O of the OATT.

3.9 Planning and Participation

Transmission Owner shall participate in regional joint planning and coordinated operation of the Electric Transmission System. Non-Transmission Owner shall be entitled to participate in regional joint planning and coordinated operation of the Electric Transmission System.

Southwest Power Pool, Open Access Transmission Tariff, Sixth Rev. Vol. No.1:

Transmission Owner: Each Member of SPP that has executed an SPP Membership Agreement as a Transmission Owner and therefore has the obligation to construct, own, operate, and maintain transmission facilities as directed by the Transmission Provider and: (i) whose Tariff facilities (in whole or in part) make up the Transmission System; or (ii) who has

accepted a Notification to Construct but does not yet own transmission facilities under SPP's functional control. Those Transmission Owners that are not regulated by the Commission shall not become subject to Commission regulation by virtue of their status as Transmission Owners under this Tariff; provided, however, that service over their facilities classified as transmission and covered by the Tariff shall be subject to Commission regulation.

36. Referring to Williams Direct at 9:6-9, please explain how increasing the revenue requirements associated with the 69 kV facilities that are the subject of SCMCN's application and shifting the costs of those facilities from one municipal utility (Nixa) to another (City Utilities) "bring[s] Public Power to the table in SPP's Order No. 1000 competitive process."

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that SCMCN's approach to transmission planning under Order No. 1000 is addressed in Mr. Williams' Direct Testimony at 12:7-15:11.

37. Referring to Williams Direct at 9:13-17, please identify the "FERC-approved NERC Reliability Standards" to which the City of Nixa is currently subject, and explain how the City of Nixa currently complies with those NERC Reliability Standards.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the City of Nixa is not currently subject to any FERC-approved NERC reliability standards.

38. Referring to Williams Direct at 11:3-6, please identify the "SPP transmission pricing rule" to which Mr. Williams refers in the cited testimony, and explain how that rule applies to the City of Nixa as the current owner of the 69 kV facilities that are the subject of SCMCN's Application in this proceeding.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the City of Nixa is not currently subject to any SPP transmission pricing rule because it is not a transmission-owning member of SPP. Transmission pricing for assets under SPP's functional control is determined by Attachment J of the SPP Tariff.

39. Referring to Williams Direct at 13:1-5, please state whether the SPP has determined to pursue any of the 45 Detailed Project Proposals submitted by SCMCN, and whether any of the Detailed Project Proposals submitted by SCMCN involves in any way the 69 kV facilities that are the subject of SCMCN's Application in this proceeding.

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

40. Referring to Williams Direct at 16:11-15, please specify each "compliance responsibility" currently incumbent on the City of Nixa for which SCMCN proposes to undertake responsibility in the event that its Application in this proceeding is approved.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the City of Nixa is not currently subject to any NERC compliance obligations.

41. Referring to Rahill Supplemental Direct at 2:7-11 and Exhibit EMR-1, please:

a. Explain what payments, if any, would be due under the "Transaction and Monitoring Fee Agreement" referenced in Exhibit EMR-1 in the event that SCMCN's proposed acquisition of the 69 kV facilities referenced in SCMCN's Application is authorized and proceeds to closure;

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

b. Identify the ultimate source of the funds intended to be used to make such payments; and

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

c. Provide a copy of the Transaction and Monitoring Fee Agreement.

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

42. Referring to Rahill Supplemental Direct at 2:16-20 and Exhibit EMR-2, please state whether the obligation of the Sponsors under "equity commitment letter from Blackstone" is limited to the Purchase Price set forth in the Amended Asset Purchase Agreement (Exhibit EMR-8).

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the extent of Blackstone's funding commitment under the equity commitment letter submitted as Exhibit EMR-2HC is clearly stated in Section 1 of that letter. SCMCN further states that beginning the month after closing on the Transaction, SCMCN will collect on a monthly basis, through SPP, its monthly revenue requirement for the Assets.

43. Referring to Rahill Supplemental Direct at 3:9-10, please identify each document and the specific provision of each such document that vests GridLiance

Heartland and SCMCN with “authority to call for capital contributions to be made to the company or its subsidiaries.” To the extent the responsive documents have not already been filed in this proceeding by SCMCN, please provide the responsive documents.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that GridLiance Heartland has the authority to call for capital contributions to be made to GridLiance Heartland or its subsidiaries under Section 5.4(a)(xii) of Appendix F-4 to the Application, and SCMCN has the authority to call for capital contributions to be made to SCMCN or its subsidiaries under Section 5.4 of Appendix F-5 to the Application. There are no additional responsive documents.

44. Referring to Rahill Supplemental Direct at 4:9-13 and Exhibit EMR-7HC, please:

a. Identify the precise provision of Attachment Y to the SPP Open Access Transmission Tariff under which the amount referenced in Exhibit EMR-7HC was determined; and

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

b. Provide all correspondence between SCMCN, the “Account Party” or any affiliate of either of them and the Southwest Power Pool concerning determination of the amount reflected in Exhibit EMR-7HC.

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

45. Referring to Rahill Supplemental Direct at 7:8-17, please:

a. State the amount by which the purchase price was increased by the Amendment (Exhibit EMR-8) “to recognize the full value of the real estate included in the Assets.”

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the Purchase Price increased in the amount of \$1,000,000 to recognize the full value of the real estate included in the Assets; the Purchase Price in the Asset Purchase Agreement (attached to the Application as Appendix A) is \$11,215.160.00, whereas the Purchase Price in the First Amendment to the Asset Purchase Agreement (submitted as Exhibit EMR-8 is \$12,215,160). The value of the real estate is reflected in the property analysis report labeled as Bates No. SCMCN 1615 through SCMCN 1642, which has been designated as highly confidential and provided to CU’s counsel accordingly.

b. To the extent not provided by SCMCN in prior responses to City Utilities' discovery requests, provide all documents relied on by SCMCN to ascertain "the full value of the real estate included in the Assets," specifically including the "Nixa property analysis report" referenced in the e-mail from Carl Huslig to Robert Pender referenced at Bates page SCMCN 270 of SCMCN's document production in this proceeding.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the only document SCMCN relied on to ascertain the full value of the real estate included in the Assets is the property analysis report labeled as Bates No. SCMCN 1615 through SCMCN 1642, which has been designated as highly confidential and provided to CU's counsel accordingly.

c. State whether the "real estate included in the Assets" includes any interest in the real property covered by the Electric Line License Agreement between City Utilities and the City of Nixa, dated February 13, 2006

OBJECTIONS: SCMCN stands by its previously-asserted Objections.

d. Identify the specific real property and interests in land that comprise the "real estate included in the Assets" and specify as to each parcel that comprises the "real estate included in the Asset" whether the interest to be conveyed by the City of Nixa is a fee interest, a leasehold, an easement, some other form of interest in land, or a license.

OBJECTIONS AND ANSWER: Subject to and without waiving its objections, SCMCN states that the real estate included in the Assets comprises four parcels of property underlying the substations that will be conveyed by the City of Nixa in fee, together with approximately 9.45 miles or 49,910 linear feet of transmission line easement or right-of-way under the existing lines that will be conveyed by the City of Nixa by easement agreement. SCMCN further states that it expects to receive additional information regarding the real estate from Nixa once the parties begin preparing for closing on the Transaction and that it will supplement its response to Request 45.d at that time.

Respectfully submitted,

/s/ Lowell Pearson

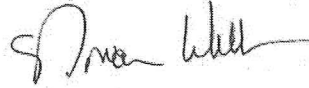
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VERIFICATION

STATE OF Kansas)
COUNTY OF Sedgwick)

NOMAN L. WILLIAMS, of lawful age, being duly sworn, deposes and says that he is SENIOR VICE PRESIDENT OF ENGINEERING & OPERATIONS AND CHIEF OPERATING OFFICER of SOUTH CENTRAL MCN LLC, has knowledge of the facts stated in the foregoing SOUTH CENTRAL MCN LLC'S ANSWERS TO THE SECOND SET OF DATA AND DISCOVERY REQUESTS OF CITY UTILITIES OF SPRINGFIELD, MISSOURI, and that said facts are true to the best of his knowledge, information, and belief.



Noman L. Williams

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing has been served upon all parties of record by forwarding the same by electronic mail this 12th day of February, 2016, to the following:

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