Issues: Need for Assets, Qualifications, Public Interest
Witness: Noman L. Williams
Sponsoring Party: South Central MCN LLC
Type of Exhibit: Direct Testimony
Case No.: EA-2016-0036
Date Testimony Prepared: December 9, 2015

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

DIRECT TESTIMONY OF

NOMAN L. WILLIAMS

ON BEHALF OF

SOUTH CENTRAL MCN LLC

DECEMBER 9, 2015

BEFORE THE PUBLIC SERVICE COMMISSION

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TABLE OF CONTENTS

I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q 1: Please state your name.

A: My name is Noman L. Williams.

Q 2: For whom do you work, what is your position, and what is your business address?

A: I am the Senior Vice President of Engineering & Operations and Chief Operating Officer of GridLiance Heartland LLC (GridLiance Heartland), a Delaware limited partnership that holds all of the membership interests in South Central MCN LLC (SCMCN), a transmission company (Transco), and in its sister Transco, Midcontinent MCN LLC (MMCN). I am also the Senior Vice President and Chief Operating Officer of SCMCN and MMCN. In addition, I am the Senior Vice President and Chief Operating Officer of GridLiance GP, LLC, the general partner that manages GridLiance Holdco, LP (GridLiance Holdco). GridLiance Holdco is a Delaware limited partnership that is largely owned by The Blackstone Group L.P. investment entities and is the sole member of GridLiance Heartland. My business address is 2 N. LaSalle Street, Suite 420, Chicago, IL 60602.

Q 3: On whose behalf are you testifying?

A: I am testifying on behalf of SCMCN, the applicant in this proceeding.

Q 4: Have you submitted testimony previously before the Missouri Public Service Commission (Commission)?

A: No. However, I testified before the Kansas Corporation Commission in Docket 96-SEPE-680-CON (Hill City – Norton matter); the consolidated Dockets 08-ITCE-936-COC, 08-ITCE-937-COC, 08-ITCE-938-COC, and 08-PTWE-1022-COC (Kansas V-Plan); Docket 09-MKEE-969-RTS (2009 Rate Case); Docket 11-GIME-597-GIS (34.5 kV Facilities or 597 Docket); Docket 12-MKEE-650-TAR (Mid-Kansas FBR or 650 Docket); Dockets 13-SEPE- 433-TAR and 13-MKEE- 434-TAR (Extraordinary Extension Service Terms); Docket 13-ITCE-677-MIS (Joint Siting); Docket 13-SEPE-701-TAR (2013 Rate Case). I also submitted testimony in Docket 16-SCME-227-COC

supporting an application filed on November 2, 2015 with the Kansas Corporation Commission relating to SCMCN's acquisition of certain existing transmission assets from Tri-County Electric Cooperative, Inc.

Q 5: What is the purpose of your testimony?

A: As introduced by my President & Chief Executive Officer, Edward M. Rahill, I will address the following three issues: the need for the Assets; SCMCN's qualification to operate and maintain transmission facilities in Missouri; and the way in which granting a certificate to SCMCN to operate the Assets promotes the public interest.

II. NEED FOR THE ASSETS

Q 6: Is SCMCN seeking a certificate to construct new assets?

A: No. SCMCN seeks to acquire existing assets that were placed into service a number of years ago that provide the necessary interconnections for the City of Nixa (City) with the transmission systems of City Utilities of the City of Springfield, Missouri (CU) and the Southwestern Power Administration (SWPA), both of which provide wholesale power to the City. The existing assets SCMCN is purchasing (the Assets) comprise a single 69 kV transmission line with five segments totaling 10.82 miles in length and nine 69 kV breakers. The line sections are described as follows:

- A 3.92 mile line built in 2006 and operated at 69 kV connects CU's James River Plant to Nixa's Northeast Substation;
- A 2.31 mile line built in 2006 and operated at 69 kV connects Nixa's Northeast Substation to Nixa's Tracker Substation;
- A 1.8 mile line built in 2000 and operated at 69 kV connects Nixa's Tracker Substation to Nixa's Downtown Substation;

- A 1.24 mile line built in 1984 and operated at 69 kV connects Nixa's Downtown Substation to Nixa's ESPY Substation; and
- A 1.55 mile line built in 2012 and operated at 69 kV connects Nixa's ESPY Substation to SWPA's Nixa Substation.

A one-line diagram of the Nixa Assets is provided in *Appendix C* to the Application. I have reviewed *Appendix C* and believe it accurately depicts the Assets.

Q 7: Please explain why the Commission should find a need for the Assets.

A: The Assets are necessary for the City to supply power to its retail customers. In addition, by connecting the systems of two Southwest Power Pool, Inc. (SPP) transmission owners (TOs), SWPA and CU, the Assets support the reliable operation of the SPP transmission grid.

Q 8: You stated that the Assets support the reliable operation of the SPP grid. Are the Assets under SPP's functional control?

A: No. The Assets are not under SPP's functional control today. However, when SCMCN purchases the Assets, SCMCN will place them under SPP's functional control and the Assets will become a part of the SPP transmission system (Transmission System) at that point. Like a number of small municipal electric systems, the City is not a member of SPP and thus is not currently entitled to place its facilities into the SPP Transmission System. However, the City could have joined SPP as a member at any time, had it wanted to do so.

Q 9: How will including the assets in the SPP Transmission System benefit the City?

A: 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. In addition, the City will avoid potential future obligations to comply with reliability standards, which could be costly.

III. SCMCN'S QUALIFICATIONS

Q 10: Please summarize the basis on which the Commission can find that SCMCN is qualified to operate the Assets.

A: First, SCMCN's employees are highly qualified, with many years of experience in transmission utility operations and maintenance. Second, SCMCN retains highly qualified experts as its contractors. SCMCN has already demonstrated to SPP its qualifications to construct, own, and operate new competitively-bid transmission projects under the Federal Energy Regulatory Commission's (FERC's) Order No. 1000 and has received confirmation from SPP that SCMCN meets SPP's extensive requirements. SCMCN was formerly known as South Central Municipal Cooperative Network, LLC, which is named in that notice. SCMCN's sister Transco, MMCN, has similarly demonstrated its qualifications to Midcontinent Independent System Operator, Inc. (MISO). A copy of the notice from SPP regarding SCMCN's qualifications is provided as *Exhibit NLW-1* and a copy of the notice from MISO regarding MMCN's qualifications is provided as *Exhibit NLW-2.*

Q 11: Please identify the other members of the SCMCN team and summarize each member's training and experience.

A: In addition to myself, SCMCN employs several highly qualified and experienced transmission operations experts, including Mr. Rahill, Carl A. Huslig, our Senior Vice President – Development; N. Beth Emery, General Counsel & Secretary; Trent Carlson, Vice President of Regulatory and Compliance; Bary K. Warren, Vice President of Business Development for MISO South; and Jody Holland, Director of Transmission Planning. Because SCMCN had to demonstrate its development and operational expertise when submitting its proposal for SPP's first competitive bid project, the North Liberal-Walkemeyer Project (the NLW Project), I believe the material we provided to SPP as part of the competitive bid process is appropriate evidence of the depth and breadth of expertise of

SCMCN's team. That evidence (which is marked confidential due to its use in the NLW Project proposal, but for which we do not seek confidential treatment in this case) is provided at ***Exhibit NLW-3.*** In addition, since SCMCN submitted the NLW Project proposal, it has added several new executives to the team. James Useldinger started as Vice President of Operations on November 30, 2015. In addition, James Neal Chapman will start in the near future as Vice President of Engineering of both SCMCN and MMCN, and Kevin A. Hopper will start in the near future as a Vice President – Development of GridLiance Holdco and President of SCMCN. Copies of their resumes are provided in *Exhibits NLW-4, NLW-5, and NLW-6*.

Q 12: How will SCMCN operate and maintain the Assets immediately after the Closing?

A: Because SCMCN is a start-up that will not have its own operators in place initially, it will rely, as the City does now, on contract services to operate and maintain the Assets. For that reason, SCMCN executed a Maintenance Agreement on November 3, 2015 by which BBC Electrical Services, Inc. agrees to maintain the Assets. While SCMCN is building its own control center and arranging for long-term operation and maintenance services, BBC Electrical Services, Inc. will continue to provide services comparable to those now provided by CU.

Pursuant to the maintenance agreement, BBC Electrical Services, Inc. will provide the following core maintenance and repair services for the Assets: transmission overhead line maintenance and inspection (including line patrolling), substation equipment maintenance and inspection, protective relaying and control maintenance and inspection, SCADA systems and telecommunication maintenance and inspection, ongoing system operation services, non-electrical facilities maintenance, rights-of-way maintenance and equipment operation for routine switching and tagging. BBC Electrical Services, Inc. will also provide certain emergency restoration actions and services, as well as administrative services.

BBC Electrical Services, Inc. represents in the maintenance agreement that it and its respective employees and personnel have, and shall have, at the time of performance of the services, substantial expertise and experience in the maintenance of transmission facilities and each is, and shall be, fully qualified to maintain the Assets that operate at 115 kV or below in accordance with the terms of the agreement. My understanding is that BBC Electrical Services, Inc. currently provides maintenance for the City's distribution assets.

Q 13: How will SCMCN oversee operation and maintenance of the Assets?

A: I believe the materials related to SCMCN's internal reliability compliance program and its safety manual that were provided to SPP on a confidential basis as part of SCMCN's competitive bid to build the NLW Project are evidence of SCMCN's qualifications.

SCMCN's Internal Compliance Program includes audit-ready compliance, asset onboarding, internal controls, training/human performance, recruiting and retaining, program maturity, and software solutions. A copy of SCMCN's presentation regarding the Internal Compliance Program is provided at *Exhibit No. NLW-7* and *Exhibit No. NLW-7HC (highly confidential)*.

Also, SCMCN has adopted a Safety Manual to establish various safety policies relating to electric utility operations, including office safety, warehouse operations, vehicle operations, vehicle maintenance, work zone safety (traffic control), tools and equipment, overhead distribution and transmission, tree trimming, underground lines and equipment, generating stations, communication facilities, and substations. A copy of that manual is provided at *Exhibit No. NLW-8* and *Exhibit No. NLW-8HC (highly confidential)*.

Q 14: What other agreements does SCMCN intend to enter that relate to this Transaction?

A: SCMCN will require a system control agreement. SCMCN understands that CU is interested in providing control center and related NERC compliance services for SCMCN. During the preparation of its competitive bid proposal for the NLW Project, SCMCN obtained from CU a letter

documenting CU's interest to be considered for such services. A copy of that letter is provided as *Exhibit No. NLW-9.* I have had discussions with staff at CU regarding CU's continued interest in providing such services and believe that SCMCN and CU will be able to reach an agreement on the terms of such services. The draft service agreement SCMCN provided to CU on December 1, 2015, is attached as *Exhibit No. NLW-10.*

Q 15: What if SCMCN is unable to reach an agreement with CU?

A: Other utilities in the area with control centers have expressed a desire to provide the service. If SCMCN cannot reach an agreement with CU in the next month or so, SCMCN will proceed to negotiate with one of those other utilities and be able to provide a copy of that agreement with its surrebutal testimony due on March 11, 2016.

Q 16: Are there any other required agreements?

A: Yes. SCMCN must enter a transmission-to-transmission (T-T) interconnection agreement between the City and each of the interconnected transmission owners. The T-T interconnection agreements will need to be filed with FERC. One of the agreements will relate to interconnection with CU transmission assets, and the other will relate to interconnection with SWPA assets. With respect to the CU transmission assets, SCMCN has provided a draft agreement to CU and is waiting for its review. The draft agreement is based on standard T-T interconnection agreements used in SPP. A copy of that draft agreement is provided as *Exhibit No. NLW-11*. With respect to the SWPA transmission assets, we continue to pursue with SWPA how it wishes to handle interconnection. From our review of existing documents, there is not a stand-alone interconnection agreement to assign, so we believe we will end up with a new interconnection agreement like that we have proposed to CU. When we have further information from SWPA we will put it in the record.

Q 17: May CU refuse to enter into a T-T Agreement with SCMCN?

A: No. Under Section 3.9 of the SPP Tariff, CU is obligated to participate in coordinated operation of SPP's Electric Transmission System, which I understand requires CU to interconnect with other Transmission Owners. If CU does not agree to an interconnection agreement, SCMCN will file the unexecuted version of the draft interconnection agreement at FERC. FERC can authorize the agreement and either direct CU to sign or approve the agreement unsigned.

Q 18: Do you have any final comments on whether SCMCN is qualified to provide the service?

A: As I said, the facilities are existing facilities that are clearly needed. SCMCN had hoped to continue the relationship with CU for both O&M and system control services, but we were unable to reach an agreement with CU. Thus, SCMCN has already obtained alternative O&M services from a highly qualified contractor who is providing other services to the City and also provides services to other utilities in the state and region. I believe we will come to agreement with CU over system control, but have identified other utilities in the area who I understand will provide the service if CU chooses not to do so, until such time that SCMCN's control center is up and operating. I know we will have interconnection agreements in place as required because under FERC and SPP rules, CU and SWPA are obligated to interconnect with SCMCN pursuant to a written contractual agreement. Finally, SCMCN's internal team has many years of experience in the operation and planning of transmission facilities and is well-qualified to oversee its outside contractors. SPP and MISO have already found that SCMCN and MMCN are qualified in granting them Qualified RFP Participant status and Qualified Transmission Developer status, respectively. The record contains substantial evidence of SCMCN's ability to operate the Assets and to establish that the transmission service provided by the Assets will be provided by SPP under its Tariff.

IV. PROMOTION OF THE PUBLIC INTEREST

Q 19: Are there other factors the Commission should take into account regarding the Transaction?

A: Yes. I believe it is also relevant to discuss why there is a need in Missouri for the type of business model SCMCN has adopted. Acquiring existing assets is one key part of SCMCN's business model, but there are two other important parts of that model as well. First, SCMCN has a commitment to bring comparable transmission service to wholesale customers who have suffered from reliability concerns because they have not been given the same opportunity for looped service from the incumbent utilities. Second, SCMCN has made a commitment to bring Public Power to the table in SPP's Order No. 1000 competitive process with opportunities to participate in the planning and co-ownership of new regional transmission projects – an opportunity most Public Power utilities would otherwise not have in the new competitive world.

Q 20: In what ways do the RTO planning processes fail to address the needs of Public Power?

A: First, there is a fundamental discrepancy between the way a vertically integrated incumbent transmission owner plans transmission service for a transmission dependent municipal utility (and its retail customers) in its area and the way it plans for service to its own retail loads. RTOs and TOs plan the system to meet, at a minimum, FERC-approved NERC Reliability Standards. Under NERC standards, the loss of load served by a single radial line is considered an acceptable loss and would not require an upgrade, such as adding facilities to "loop" that load to the transmission network to improve reliability. From the vertically integrated TO's perspective, a wholesale city served by a radial line is considered a single meter, notwithstanding that hundreds or thousands of retail customers are behind that meter. Accordingly, a transmission project to loop a wholesale city currently served by a single radial line, even if desirable to the city to provide greater reliability and flexibility of supply, would not be scored highly under the NERC reliability criteria; hence, the TO may not propose such a project.

By contrast, an incumbent vertically integrated TO would view quite differently a radial line serving a city in which the TO itself has hundreds or thousands of customer meters. Even if the loss of

load served by that radial line is deemed "acceptable" under applicable regional planning criteria, as a practical matter the TO would view the loss of those customers as a reliability concern and propose a project to improve reliability.

For example, the standard measures for outages, SAIDI and SAIFI,[1] would not drive action by the incumbent TO for loss of a single wholesale city, but clearly would precipitate action to loop service for 5,000 meters. Not surprisingly, notwithstanding NERC planning criteria, history shows that in virtually every case the incumbent utility will plan reliability upgrades to provide looped access to its own retail customers. That sort of planning can be done unilaterally by incumbent TOs, particularly at the lower voltage levels used to serve many wholesale cities.

Q 21: Why does this problem persist, even within RTO footprints?

A: Many wholesale cities are not members of RTOs nor do they have the resources to plan transmission projects. They rely on the incumbent TO serving them to plan transmission. The RTO doesn't "see" a reliability need because of the way the NERC criteria classify those types of facilities and related outages. The NERC standards for transmission planning are legacy standards that were originally written by the larger incumbent investor-owned utilities, thus their common practice was continued in the standards. While the incumbent TO might be identifying and addressing local needs for its own retail customers, there isn't an incentive, and may be disincentives, for the incumbent TO to plan and construct more than what reliability "requires" for wholesale customers.

Q 22: What disincentives existed and/or still exist?

[1] The SAIDI, or System Average Interruption Duration Index, is the average outage duration for each customer served. SAIFI, or System Average Interruption Frequency Index, is the average number of interruptions that a customer would experience. Both measures are used as reliability indicators.

A: In the past, limiting the access to a single line was a way to ensure that a captive wholesale customer remained captive. Granted, between open access tariffs and the formation of RTOs, this is not likely to be the basis for failing to plan additional feeds to a wholesale city. However, under SPP's transmission pricing rules, there might be a disincentive to propose projects that might be viewed as principally benefitting a single municipal customer, particularly if the customer is served from facilities below 100 kV, which is the case in much of SPP. Specifically, any new facilities the incumbent TO constructs will be rolled into its zonal (local) rates. The increased costs might be viewed as imposing more costs on a TO's native retail customers for benefits that might be viewed as mostly enjoyed by the wholesale customer. For example, assume that an upgrade to serve a wholesale load that represents only 10% of the TO's peak load costs $25M. The wholesale customer would be allocated only $2.5M of the cost and the other customers of the TO would pay the rest. It is possible that incumbent TOs view that as potentially raising state regulatory issues that they would prefer not to have to defend. Even if the facility were approved for SPP's "Highway/Byway" cost allocation, it would likely only involve 1/3 of the cost being allocated regionally, still resulting in what a state commission might view as undesirable "cost shifts" between retail and wholesale customers.

Q 23: Isn't the answer then that the wholesale customer would be causing cost shifts and should pay for the increased costs to get more reliable service?

A: No. That was the basis for assigning fully to a wholesale customer the cost of a radial line: the "benefits" go solely to the customer at the end of the radial, and so the "zone" or "region" should not pay. However, when looped facilities are built (or a radial line is looped), the assumption is that every customer on the network receives benefits. Wholesale customers with radial feeds have been paying already for the networked facilities that serve an incumbent TO's retail customers who reside in cities that are indistinguishable from wholesale cities, except for who provides the retail

service. Incumbent TOs use local planning criteria that result in looped or networked facilities when a load pocket of its own retail customers reaches a certain size. SCMCN believes, and is advocating to the RTO, that if the load pocket happens to be retail load inside a wholesale city, comparability in planning demands that the wholesale customer get similar facilities for its customers. All retail customers should receive comparable service because all are paying for the transmission network of their incumbent TO and the RTO in which they reside.

Q 24: Please explain SCMCN's approach to transmission planning under Order No. 1000.

A: SPP has adopted a "top-down" model of transmission planning. First, SPP identifies needs, and stakeholders then submit possible solutions (Detailed Project Proposal or DPP) to meet those needs, which SPP then reviews. In the next step, SPP planning staff selects which projects are needed and puts them into the proposed consolidated SPP transmission plan. If a project described in a DPP is selected as appropriate to meet the need and approved for construction, the submitting stakeholder may be eligible to receive incentive points toward being selected to develop the project. Projects of a certain size (100 kV or above) that are not "rebuilds" will then be subject to SPP's Order No. 1000 competitive process. In such a model, the rules governing the selection process of the final recommended transmission facilities play a critical role in determining which projects are developed.

Small utilities, even utilities with existing transmission planning operations, have had and will continue to have difficulty providing the staffing to attend the many SPP planning meetings in order to make meaningful progress in ensuring that their transmission needs are met. This is particularly so for SCMCN's Public Power Partners. My understanding is that last year, the Missouri Joint Municipal Electric Utility Commission (MJMEUC), Oklahoma Municipal Power Authority (OMPA) and Tri-County Electric Cooperative, Inc. (Tri-County) did not propose any DPPs to SPP.

By amplifying the voices of SCMCN's Public Power Partners in the planning process, we are able to get their needs better addressed. For example, in the most recent SPP DPP process, we proposed 45 projects, all of which meet the needs of one or more Public Power utilities. Those DPPs are confidential, but a screen shot showing the DPPs' submission to SPP is provided as *Exhibit NLW-12*.

Also, as I mentioned previously, we submitted a proposal to SPP's for the NLW Project, which includes both competitive and non-competitive portions. The competitive portion is for construction of a new 115 kV transmission line from the North Liberal substation (owned by Mid-Kansas Electric Company) to the Walkemeyer substation (which is owned by Sunflower Electric Power Corporation) to address voltage and thermal issues in the surrounding area of the project. Should SCMCN be awarded the NLW Project, MJMEUC, OMPA and Tri-Country will be co-owners of approximately 19 percent of the NLW Project.

Q 25: Are there other ways in which the Order No. 1000 planning process fails to address public power concerns?

A: Yes, although this is a bigger issue in MISO than SPP. SCMCN's sister Transco, MMCN, operates in MISO, and we note that MMCN is likely to be acquiring assets in Missouri that will be under MISO's functional control. In some RTOs, such as MISO, the voltage threshold for competitive projects is much higher than the voltage at which most service is provided to Public Power utilities. That leaves solely to the discretion of the incumbent TO the planning and construction of new facilities to meet the needs of SCMCN's Public Power Partners. It also shields from the benefit of competition (and the opportunity to participate in ownership of) the very lines most needed by Public Power to address their reliability needs. For example, when implementing Order No. 1000, MISO eliminated regional cost allocation for local reliability projects, thereby exempting them from competition. Only "Market Efficiency Projects" (MEPs) and "Multi-Value Projects" (MVPs) are

competitive and those are generally only projects built at 300 kV and above. Theoretically, "Seams" projects with SPP and PJM can be at lower voltages, but presently there are no procedures ensuring Seams projects at lower voltages will be approved.

Q 26: What has SCMCN done about this issue?

A: SCMCN has not taken any action to address the issue yet, but MMCN is actively engaged in the Transmission Developer (TD) Sector and has been working within the TD Sector and with other stakeholders on proposals to lower the voltage threshold in MISO for MEPs. More importantly, while most members of the TD Sector seem satisfied with a proposal to lower the MEP threshold to 200 kV, MMCN has continued to advocate for 100 kV, principally because so many of the projects identified at the seams between SPP and MISO would be less than 200 kV. Because of MMCN's advocacy on behalf of its Public Power Partners, MMCN has been working in particular with members of the Transmission Developer Utilities Sector and the Organization of MISO States. Granted, this is focused on MISO, but MMCN's work will benefit SPP as well, for seams projects.

Q 27: Are there any other issues relating to Order 1000 you want to mention?

A: Yes. Many Public Power utilities have had difficulty participating in a meaningful way in the regional transmission planning envisioned by Order No. 1000. In some cases it is simply for lack of people to attend the meetings. In addition, the weight accorded the concerns of Public Power utilities is affected by their relatively small size compared to the bigger incumbent TOs and by their status in most cases as non-TOs.

Q 28: How will SCMCN help public power entities play a larger role in the transmission planning process?

A: As noted above, SCMCN has been active in the stakeholder process in both SPP, along with sister TransCo MMCN in MISO. These efforts by SCMCN and MMCN have been aimed at ensuring that the process for developing and reviewing new transmission projects does not unfairly exclude or

limit Public Power participation. The objective of SCMCN and MMCN is to sign Co-Development Agreements with Public Power Partners who collectively represent ten percent (10%) of the load in each RTO as a means to give their collective voice more weight.

Q 29: Are there other ways SCMCN helps public power plan a larger role?

A: Yes. The basic business model of SCMCN offers Public Power entities an opportunity to participate in the Order No. 1000 competitive development process. Even if these utilities wanted to win competitive projects, their prospects would not be that good because of their relatively small size, limited resources and in many cases lack of expertise in transmission construction. They would have to compete against the numerous competitive Transcos that have been formed with the backing of major utility companies. Thus far, few of the potentially eligible Public Power entities have registered as developers in either SPP's or MISO's competitive process.

Q 30: You have indicated that your business model will also enhance grid reliability. Please explain.

A: NERC reliability criteria plays an important role in maintaining a reliable electric grid. Compliance with the NERC Standards, however, imposes significant costs associated with development, implementation and management of a compliance program. This is an issue for larger TOs, who regularly express concerns about the cost of compliance in industry meetings I attend. Many Public Power entities own relatively small or medium size transmission systems, yet they have many of the same requirements for compliance with NERC Standards that larger utilities have. A significant amount of resources must be devoted to maintaining even a minimum acceptable level of compliance. In my experience, small to medium size systems often struggle to put a fully compliant compliance program in place and then maintain that program, staying abreast of the continuous changes to the standard requirements. The issue is exacerbated for some of the smallest wholesale customers who may own only a single network facility, operated above 100 kV.

Those facilities are now, under NERC's "bright line" test, considered part of the Bulk Electric System and these small systems are facing compliance challenges they never anticipated.

Q 31: How does SCMCN address this issue?

A: SCMCN addresses the issue in three ways. First, SCMCN has a standing offer to acquire existing assets of its Public Power Partners and their members where the owner sees value in transferring compliance responsibilities to us. We will acquire the entire ownership or an undivided interest and thereafter take over operation and compliance responsibilities. In that case, we believe SCMCN will enhance grid reliability because its compliance program, being built to be "world class," will exceed the program that a small utility could muster. We also believe we can do this for less cost through economies of scale, since SCMCN will have a program sized to handle compliance for all new projects we build and co-own with our Public Power Partners. Second, where we take compliance responsibility, we will insulate Public Power customers from any costs of fines or penalties, putting that risk solely on our equity owners. This is our way of demonstrating our commitment to compliance and we believe it is rare, if not unique, among co-owner operating agents. Finally, because everything we own and operate will be placed under the functional control of the RTO, and in many cases what we acquire is not currently under the RTO's functional control, we are further enhancing grid reliability.

V. CONCLUSION

Q 32: Does this conclude your testimony?

A: Yes.

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AFFIDAVIT OF NOMAN L. WILLIAMS

STATE OF ILLINOIS)
) **ss**
COUNTY OF COOK)

Noman L. Williams, being first duly sworn on his oath, states:

1. My name is Noman L. Williams. I am currently the Senior Vice President of Engineering & Operations and the Chief Operating Officer of South Central MCN LLC (SCMCN). My business address is 2 N. LaSalle Street, Suite 420, Chicago, IL 60602.

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of SCMCN, consisting of 16 pages, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and accurate to the best of my knowledge, information and belief.

Noman L. Williams

Subscribed and sworn to before me this 9 day of December, 2015.

Notary Public

My commission expires: 10/20/18

"OFFICIAL SEAL"
KATHERINE SFONDELIS
Notary Public, State of Illinois
My commission expires 10/20/18

11/12/2014

South Central Municipal - Cooperative Network, LLC. ("MCN")
4801 Main Street, Suite 100
Kansas City, MO 64112

RE: Notification of Approval of Qualified Request for Proposals Participant Application

Dear MCN:

Thank you for MCN's application requesting Qualified Request for Proposals Participant ("QRP") status in the Southwest Power Pool, Inc. ("SPP") Transmission Owner Selection Process. We are pleased to inform you that MCN's application to become a QRP has been approved.

Pursuant to Attachment Y Section III.1(a)(ii) of the SPP Open Access Transmission Tariff ("OATT") MCN is eligible to retain QRP status for a period of 5 years. However, MCN will need to submit a QRP recertification as set forth in Attachment Y Section III.1(d) of the SPP OATT annually by June 30th of each year to retain its QRP status. As specified in Attachment Y Section III.1(d) of the SPP OATT, such recertification must include a notarized letter to SPP signed by an authorized officer of MCN certifying that MCN continues to meet the current qualification criteria set forth in Attachment Y Section III.1.b of the SPP OATT and indicating any material changes to the information provided in MCN's initial application. MCN also will be required to pay an annual certification fee equal to the amount of the SPP annual membership fee in effect at that time.[1] If MCN is a Member of SPP and is current in payment of its annual membership fee, then no certification fee will be required. We will contact MCN in advance of the June 30 deadline to remind you of the recertification process; however, SPP's failure to contact you prior to the recertification deadline does not relieve MCN of its obligation to provide the recertification by the deadline set forth in Attachment Y Section III.1(d)(i) of the SPP OATT.

MCN will be eligible to respond to Requests for Proposals ("RFPs") for Competitive Upgrades beginning on January 1, 2015. More information on the RFP process can be found on the FERC 1000 page on the website, www.spp.org.

Congratulations and thank you for your interest in participating in the QRP application process. If you have any questions, please contact me directly at 501-614-3965.

[1] Payment of the application fee does not confer SPP membership on MCN. MCN should contact Customer Relations if it desires to become a member of SPP.

Regards,

Ben Bright
Manager, Regulatory Processes

Noman L. Williams (nwilliams@gridliance.com)
Senior Vice President, Engineering & Operations and Chief Operating Officer
Midcontinent MCN LLC

RE: MISO Qualified Transmission Developer Certification Notification

Date: August 18, 2015

The annual MISO prequalification process for 2015 is approaching its conclusion. The MISO Executive Oversight Committee has concluded that your Transmission Developer Application has met the requirements for qualification and has certified Midcontinent MCN LLC as a MISO Qualified Transmission Developer.

The MISO Executive Oversight Committee is a committee consisting of three or more MISO executives, including at least one officer, charged with overseeing MISO staff and consultants involved in the evaluation of Transmission Developer Applications. This committee has the exclusive and final authority to certify Transmission Developer Applicants as Qualified Transmission Developers.

As a certified Qualified Transmission Developer, you may now compete for Open Transmission Projects by submitting New Transmission Proposals in response to a posted Transmission Proposal Request. Also, please note that MISO will be publishing Midcontinent MCN LLC on a list of Qualified Transmission Developers that will be publicly available on the MISO website, as required per the Tariff.

Congratulations and remember that the MISO TDQS staff is here to assist you if you have any questions regarding your status as a Qualified Transmission Developer. Please contact the TDQS staff at tdqs@misoenergy.org if you have any questions.

Sincerely,
The MISO TDQS Staff

EXHIBIT NLW-3

Edward M. Rahill
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SUMMARY AND CURRENT POSITION – June, 2014

President and CEO of Grid Capital Partners LLC
President and CEO of South Central Municipal-Cooperative Network, LLC
Former President of ITC Grid Development and Chief Financial Officer of ITC Holdings, Inc.

Ed Rahill is currently CEO of Grid Capital Partners LLC, a holding company that owns independent transmission companies formed to operate on a competitive basis in SPP, MISO and ERCOT, including South Central Municipal-Cooperative Network, LLC (South Central MCN), formed to partner with public power entities in transmission development within SPP. He has extensive experience with high voltage electric transmission grids, state and federal regulatory environments and RTO processes. Ed also has knowledge of transmission companies and stakeholders who participate in this sector. His experience also includes serving as CFO of ITC Holdings and President of ITC Grid Development. As its CFO, Ed took ITC public and has extensive experience raising debt and equity capital in the development and acquisition of electric transmission projects and assets.

As president of ITC Grid Development and senior vice president of ITC Holdings, Ed managed the transmission development activities for ITC Holdings. He assumed the position as President of ITC Grid Development in April 2009 and oversaw the company's successful efforts in the South Central region of the U.S.

Ed joined ITC as CFO in 2003, and helped direct the company's rapid transition from a privately-held venture to ultimately taking ITC Holdings public in 2005. During his tenure as CFO, he also managed the successful acquisitions of ITC subsidiary Michigan Electric Transmission Company LLC (METC) in 2006 and Interstate Power and Light (IPL) in Iowa, Illinois, Minnesota and Missouri in 2007.

Prior to joining ITC, Ed managed the planning and corporate development functions at DTE Energy in Detroit. He joined DTE in 1999 as manager of mergers, acquisitions and alliances. He has more than two decades of professional experience in finance, accounting and business development with leading energy and Fortune 500 companies, including Equitable Resources, Bell & Howell, Atlantic Richfield and Carborundum Corporation.

He earned a bachelor's degree in Business Administration from the University of Notre Dame and an MBA in Finance from State University of New York at Buffalo.

RESUME

ITC HOLDINGS CORP. (ITC) - Novi, Michigan 2003 to 2011

ITC Holdings (ITC) is the nation's only independent Electric Transmission Company. ITC owns, operates and builds transmission systems in the Midwest and Great Plains states. As CFO, Ed was a member of the management team that partnered with Kohlberg Kravis & Roberts (KKR) to acquire the business from DTE Energy for **$640 million** in February, 2003.

ITC held its Initial Public Offering (IPO) in July of 2005 and has delivered an annual compound total return to shareholders in excess of 24%. ITC currently has an enterprise value of **$5.5 Billion** and is traded on the NYSE under the ticker symbol ITC.

President, ITC Grid Development

2009 to 2011

Promoted to President of ITC Grid Development to lead the company effort to expand its core business. Successfully identified and developed **$500 million** in transmission assets within SPP.

Developed a comprehensive business and regulatory plan to develop the High Voltage Transmission Grid in two regions of the U.S. and recruited a management team to execute the plan. The first region of focus was South Central U.S., which addressed the extensive transmission needs of SPP. Through Grid Development's subsidiary, ITC Great Plains, the company successfully constructed the Kansas V-Plan project and the KETA line project. The second region of focus was the Upper Midwest with the Green Power Express, a **$12 Billion** project to bring renewable power to the Midwest and Mid-Atlantic States. Additional development projects included the Michigan Thumb Loop project and the Iowa 34.5 kV to 69 kV rebuild.

KETA Project - First successful non-incumbent transmission project in SPP. Managed the planning, regulatory and development process to bring the first significant transmission project to fruition in Kansas. The **$180 million** 345 kV 185-mile KETA Project is currently in service. ITC was the first non-incumbent electric utility to be awarded the right to build, own and operate a significant transmission line in SPP.

Kansas V-Plan - Successfully negotiated rights to build, own and operate through co-development agreements with three electric generation and transmission cooperatives in Western Kansas, allowing ITC to construct the largest transmission in Kansas, a 200-mile 345 kV double circuit project. Project included management of complicated regulatory issues at state and RTO level, which included settling a dispute with other incumbent utilities at the Kansas Corporation Commission.

Sr. Vice President of Finance and Chief Financial Officer (CFO)

2005 to 2009

Promoted to Sr. Vice President, reporting to CEO. Responsible for financial operations, including Accounting, SEC Reporting, Regulatory Accounting and Policy, Treasury/Corporate Finance, Tax, Corporate Development/Mergers/Acquisitions, Investor Relations, Planning and Analysis functions for ITC. Primary ITC liaison with the Board of Directors Audit Committee. While CFO in mid-2007, assumed responsibility for ITC's business development unit start-up (ITC Grid Development).

Alliant Energy Acquisition - Led negotiations for acquisition of Alliant Energy's transmission businesses in Iowa, Minnesota and Illinois for purchase price of **$750 million.** This acquisition greatly expanded ITC's geographic reach and was 10% accretive to earnings in the first full year after the acquisition.

Michigan Electric Transmission Company (METC) Acquisition - Led the successful acquisition of western Michigan's Electric Transmission system, which consolidated the State of Michigan under one integrated electric transmission business. Acquired for **$867 million** and closed in September 2006.

Equity and Debt Funding - Responsible for new Primary and Secondary Stock Offering and additional Debt Issuance one year after the company's IPO to finance the Acquisition of METC. Raised an additional **$270 million** in Equity and **$510 million** in debt.

Sarbanes Oxley Compliance - Led the effort to certify ITC as a Sarbanes Oxley Compliant company in 2005. This effort was undertaken and completed at the same time ITC was executing the Company's IPO and two and one-half years after ITC was formed as an independent company. This certification was achieved one year earlier than required under SEC guidelines.

Vice President of Finance and Chief Financial Officer (CFO) 2003 to 2005

Reported to the CEO

Initial Public Offering (IPO) – Twenty-eight months after the acquisition of ITC from DTE Energy, led the Company's 2005 IPO and listing on the NYSE. Engaged in a nationwide "Road Show" that resulted in the most successful Energy Company IPO for 2005 with a final offering price 15% above initial pricing and an oversubscription of 23 times available shares.

Capital Structure Optimization – Built relationships with Moody's and S&P rating services to facilitate the recapitalization of the company five months after the acquisition, secured **$600 million** in financings which included **$450 million** in10-year fixed rate notes to replace variable bank debt. This new structure allowed ITC to return 12% of invested capital to investors five months after the acquisition.

Built an Accounting and Finance Organization - Because ITC inherited no staff, resources or financial systems from the parent company at acquisition, as first task, recruited and built an accounting and finance organization, and established accounting systems policies and procedures within four months of acquisition.

2003 Acquisition of ITC - Officially joined ITC to head up Finance and Accounting in January 2003. Member of core LBO management which partnered with Kohlberg Kravis & Roberts (KKR) and Trimaran Capital to acquire ITC from DTE Energy for **$640 million** in February 2003.

DTE ENERGY INC. - Detroit, Michigan January 1999 to 2003

Parent of Detroit Edison, DTE Energy is a **$19 Billion** integrated electric and gas energy company.

Director - Planning and Corporate Development

Reported to CFO

Promoted from Manager of Mergers and Acquisitions in October, 2001. Managed a staff of nine in three departments: Corporate Strategy, Planning and Analysis, and Corporate Development. Significant accomplishments include:

$4.6 Billion Step-Out Acquisition - MCN Energy transaction. Managed the acquisition of the nation's seventh largest integrated gas company. Created one of the largest integrated gas and electric energy companies in the Midwest.

$400 Million Savings to DTE Shareholders - Led the effort that identified a major Material Adverse Event (MAE) prior to close on a **$4.6 Billion** MCN acquisition. Developed an action plan and led the team in renegotiation resulting in a **$400 million** reduction in price. This accomplishment is one of only a handful of successful renegotiations of a public company acquisition in the last decade.

Divestitures - Led the valuation assessment and due diligence for the divestiture of DTE Energy's **$610 Million e**lectric transmission business to Private Equity Investors

Alternative Energy Development - Managed the startup of a Department of Energy sponsored project to develop technologies to advance hydrogen-based infrastructure needed to support a hydrogen-based economy later this century. Project will have two phases: **$3 million** demonstration phase followed by **$20 million** prototype phase to produce and transport hydrogen to be used as fuel for transportation applications.

EQUITABLE RESOURCES - Pittsburgh, Pennsylvania February 1996 - January 1999
Integrated Energy Company with assets and revenues more than **$2 Billion**.

Director - Mergers and Acquisitions
Reported to the CFO

Responsibilities: Managed the corporate development process including mergers, acquisitions and joint ventures. Responsibilities included managing investment banking relationships, identifying acquisition targets, deal valuations, negotiations, legal, tax, structural and due diligence.

EMR CONSULTING GROUP/1996 SUMMER OLYMPICS - Atlanta, Georgia 1990 - 1996

EMR Consulting Group was formed as a partnership in 1990 to provide consulting and investment services in the area of acquisitions and new venture management. Clients included the 1996 Olympics where Ed provided support for implementation of the 1996 Centennial Olympic Park in Atlanta, and a private partnership where Ed served as lead advisor.

BELL & HOWELL COMPANY - DeVry - Evanston, Illinois 1985-1990

Vice President, Planning and Development
Reported to the President and CEO

ATLANTIC RICHFIELD COMPANY Rolling Meadows, IL **Planning Consultant** 1981 – 1985

MCGRAW-EDISON-WORTHINGTON GROUP Buffalo, NY **Financial Analyst** 1978 – 1981

THE CARBORUNDUM COMPANY Niagara Falls, NY **Corporate Accountant** 1976 - 1978

EDUCATION

Executive Programs, Northwestern University, Kellogg Graduate School of Management	1997
Masters Certification, Managerial Economics and Policy, S.U.N.Y. at Buffalo	1980
Masters of Business Administration (M.B.A.), Finance, S.U.N.Y. at Buffalo	1978
Bachelors of Business Administration (B.B.A.), University of Notre Dame	1975

EDWARD M. RAHILL

CHIEF EXECUTIVE OFFICER

A. Transmission Project Development at ITC Holdings, LLC and Affiliates
   1. The acquisition, integration, and upgrade of Michigan Electric Transmission Company (METC) and Alliant Energy
   2. Development activities for the Green Power Express, a proposed $12 Billion project to transport renewable power from the Upper Midwest to Eastern loads
   3. The Michigan Thumb loop project
   4. The Iowa 34.5 kV rebuild
   5. "Hugo-Valiant," a 19-mile, 345 kV project between Hugo and Valliant, Oklahoma, placed in service in the summer of 2012
   6. "KETA Project," a 180-mile, 345 kV project between Spearville, Kansas, and Axtell, Nebraska, placed in service in December of 2012
   7. "Kansas V Plan," an almost 200-mile double circuit 345 kV line (while this project will not be placed in service until the end of 2014, the certification, permitting and design work was completed under Rahill's tenure as head of ITC Grid Development)

B. Transmission O&M at ITC Holdings, LLC and Affiliates
   1. Rahill's responsibilities at ITC included establishing ITC's accounting and finance functions and serving on the senior leadership team that built ITC into an operating company from scratch, with assets, but not employees, acquired from Detroit Edison.
   2. He oversaw a series of securities offerings that raised substantial capital and led the teams that acquired Michigan Electric Transmission Company (METC) and Alliant Energy.

C. Compliance at ITC Holdings, LLC and Affiliates
   1. Rahill was responsible for Sarbanes-Oxley compliance, achieving Securities and Exchange Commission certification a year earlier than SEC guidelines require.

NOMAN L. WILLIAMS
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(816) 492-2014 (direct) or 785-259-5110 (cell) ● nwilliams@gridliance.com

SUMMARY

Noman L. Williams is a respected senior executive with more than 33 years of executive, O&M, system operations, engineering leadership and management experience in the electric utility industry. He is highly motivated, enthusiastic, and adaptable. Noman has demonstrated the ability to work effectively under tight schedules. He is comfortable working independently as well as within a team.

EXPERIENCE

South Central MCN, LLC, Kansas City, MO

Senior Vice President, Engineering & Operations and Chief Operating Officer

- Responsible for planning, engineering, and operations of start-up transmission development company acquiring existing transmission assets, planning local reliability upgrades, and competing for Order 1000 competitive transmission projects in multiple RTOs.

Sunflower Electric Power Corporation, Hays, Kansas, May 1988 to November 2014

Vice President, Transmission Policy & Compliance

- As leader of the transmission business unit led 50 plus team of engineers and technicians and managed a transmission budget of more than $20 million
  - Led development for the provision of engineering services to the Sunflower Member cooperatives including construction work, long-term planning and transmission line and substation design and construction
- As principal spokesman on market and transmission policy matters, advocated policy positions for Sunflower and its Members and sister Mid-Kansas Electric Company, LLC in state, regional, and national settings before:
  - Kansas Corporation Commission (KCC)
  - Kansas legislature
  - Kansas Electric Transmission Authority (KETA)
  - Federal Energy Regulatory Commission (FERC)
  - Southwest Power Pool (SPP)
  - North American Electric Reliability Corporation (NERC)
- Served as the lead policy witness and co-lead for KCC regulatory team and successfully obtained for Mid-Kansas a first-in-nation incentive ROE adder for a cooperative's RTO transmission
- Led the marketing effort for eastern unit development of Holcomb expansion project
- Developed, negotiated and implemented novel long-term transmission Co-Development Agreements between ITC Great Plains and Sunflower and Mid-Kansas
- Negotiated and developed the new transmission facility leases with the Sunflower Member cooperatives
- Led various capital projects, delivered on time and under budget:
  - Energy Management and SCADA system

- Fletcher to Pioneer transmission project
- FEMA transmission system rebuild after major ice storm

➢ Successfully integrated transmission/engineering employees and for operation of over 1,500 miles of transmission and substation assets in the Aquila-Kansas properties acquisition

EXPERIENCE (CONT'D)

Vice President, Transmission Policy & Compliance	December 2013 to November 2014
Vice President, Transmission Policy	January 2010 to December 2013
Vice President, Transmission Services & Engineering	May 2006 to January 2010
Executive Manager, Transmission Services	May 2005 to May 2006
Senior Manager, Transmission Services	August 2000 to May 2005
Manager, Transmission Services & System Operations	July 1999 to August 2000
Manager, Transmission Services	September 1997 to May 2005
Manager, Transmission Engineering	March 1997 to September 1997
Supervising Engineer, Transmission	September 1990 to April 1997
Transmission Engineer	May 1988 to September 1990

Avista Energy (Washington Water Power Company), Spokane, Washington, 1981 to 1988

Distribution Engineer	**1986 to May 1988**

Responsible for engineering, O&M support, and customer support for 1000 miles of distribution system in the Lewis and Clark Division serving 200 MW of load. Lead engineering for underground material standards, underground construction standards, and systems.

- Managed capital construction budget for Lewis and Clark Division
- Coordinated the integration of a small customer-owned hydro facility with a net company savings of $500,000
- Developed new kVAr rate structure for the company

Transmission Planning Engineer	**February 1981 to May 1988**

- Established plans and schedules for existing and new transmission facilities through the performance and analysis of load flow and stability studies
- Developed computerized load forecasting program increasing productivity by 75%
- Produced and analyzed load flow and stability study for the integration of the Colstrip generation project
- Developed a database management system for system planning data increasing productivity by 50%

EDUCATION

Washington State University, B.S. Electrical Engineering/Economics Minor, 1981

Colorado State University, M.B.A., 2003, Received the LEAD Award (Leadership, Excellence, Academic Dedication)

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- SPP Stakeholder Leadership positions:
  - Chair Market Operations Policy Committee
  - Immediate Past Chair, Transmission Working Group
  - Member, Human Resources Committee
  - SPP Board of Directors/Members Committee
- Member, NERC Planning Committee and NERC Planning Executive Committee
- Past Chairman of (SPP) Engineering Subcommittee
- Past member of Cooperative Research Council T&D Research Committee
- Member IEEE
- Kansas Society of Professional Engineers
  - Southwest Kansas Chapter President
  - State Budget Committee
- Active in various church and community activities, including
  - North Oak Community Church (Hays) (various leadership positions, currently Elder)
  - Board member Crossroad Crisis Pregnancy Center (Hays)
  - Board President Garden City Habitat for Humanity

NOMAN L. WILLIAMS

CHIEF OPERATING OFFICER

A. Transmission Project Development – at Sunflower Electric Power Corporation/Mid-Kansas Electric Company, LLC
   1. Holcomb Tie-Line #4 - 5.5 miles of new 115 kV transmission line and breaker position addition at the Holcomb 115 kV substation
      a. Design Engineer –
         i. designed wood pole portion of line
         ii. managed and oversaw the design by consultant the steel pole portion of line.
         iii. Design lead for substation addition
         iv. Oversaw engineering design for protection and control systems
      b. Project Manager
         i. Developed and awarded contract for engaging engineering consultant for design and material specification
         ii. Managed and developed material contracts and bidding process
         iii. Developed and managed construction contract bidding and award
         iv. On-site construction manager
         v. Permitting
            1. Acted as agent for right-of-way acquisition
            2. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            3. Developed required State of Kansas permits (EL, CC)
            4. Developed storm water permits
         vi. Managed final check-out and commissioning activities.
   2. Sagebrush Relocation – 8 mile 115 kV transmission line rebuild, reconductor and relocation
      a. Design Engineer –
         i. Lead design engineer for project
      b. Project Manager
         i. Managed and developed material contracts and bidding process
         ii. Managed construction activities of in-house construction
         iii. Permitting
            1. Acted as agent for right-of-way acquisition
            2. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            3. Developed required State of Kansas permits (EL, CC)
            4. Developed storm water permits
         iv. Managed final check-out and commissioning activities.
   3. Pioneer Tap 115 kV breaker additions
      a. Design Engineer –
         i. Lead design engineer for substation physical work
         ii. Oversaw substation electric design

b. Project Manager
    i. Managed and developed material contracts and bidding process
    ii. On-site construction manager
    iii. Permitting
        1. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
        2. Developed storm water permits
    iv. Managed final check-out and commissioning activities.

4. Fletcher-Pioneer Project – 35 miles 115 kV transmission line with new Fletcher substation and modifications at Pioneer substation
    a. Design Engineer –
        i. Lead designed engineering for project
    b. Project Manager
        i. Developed routing alternative and hosted public meetings
        ii. Developed and awarded contract for engaging engineering consultant for design and material specification
        iii. Managed and developed material contracts and bidding process
        iv. Developed and managed construction contract bidding and award
        v. On-site construction manager
        vi. Permitting
            1. Acted as agent for right-of-way acquisition
            2. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            3. Developed required permits State of Kansas permits (EL, CC, crossing), county/local permits, railroad permits.
            4. Developed storm water permits
        vii. Managed final check-out and commissioning activities.
5. Holcomb – Fletcher Project – 22 mile 115 kV transmission line rebuild and reconductor
    a. Design Engineer –
        i. Lead designed engineering for project
    b. Project Manager
        i. Developed routing alternative and host public meetings
        ii. Developed and awarded contract for engaging engineering consultant for design and material specification
        iii. Managed and developed material contracts and bidding process
        iv. Developed and managed construction contract bidding and award
        v. On-site construction manager
        vi. Permitting
            1. Acted as agent for right-of-way acquisition
            2. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            3. Developed required permits State of Kansas permits (EL, CC, road crossing), county/local permits, railroad permits.

4. Developed storm water permits

vii. Managed final check-out and commissioning activities.

6. Hickok 115 kV Substation Project – Construction of a new 115/69/13.2 substation with 3 - 115 kV line terminals, 115/69 transformer, 115/13.2 transformer, 1 – 69 kV line terminal, 3.5 miles of new double circuit 115 kV transmission and 2.0 miles of new double circuit 115/69 transmission line.
   a. Design Engineer –
      i. Lead design engineering for project
   b. Project Manager
      i. Developed routing alternative and host public meetings
      ii. Developed and awarded contract for engaging engineering consultant for design and material specification
      iii. Managed and developed material contracts and bidding process with engineering consultant
      iv. Developed and managed construction contract bidding and award with consultant
      v. On-site construction manager
      vi. Permitting
         1. Acted as agent for right-of-way acquisition
         2. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
         3. Developed required permits State of Kansas permits (EL, CC, road crossing), county/local permits, railroad permits.
         4. Developed storm water permits
      vii. Managed final check-out and commissioning activities.
7. Hugoton Project – 45 mile, new 115 kV transmission line project (Pioneer-Hugoton-Walkemeyer) with new Hugoton 115/69 kV substation (2 – 115 kV line terminals, 2 – 69 kV line terminals, 115/69 kV transformer, 3 mile, new 69 kV transmission line, new City of Hugoton distribution substation, line terminal additions and modifications at Pioneer and Walkemeyer substations
   a. Design Engineer –
      i. Lead designed engineering for transmission line portion of project
      ii. Managed engineering (internal and consultant) for substation design.
   b. Project Manager
      i. Developed routing alternative and hosted public meetings
      ii. Developed and awarded contract for engaging engineering consultant for design and material specification
      iii. Managed and developed material contracts and bidding process
      iv. Developed and managed construction contract bidding and award
      v. Managed internal construction crews and on-site construction manager for project
      vi. Permitting
         1. Acted as agent for right-of-way acquisition
         2. Provided oversight and supported development of required RUS Borrower's Environmental Report which required coordination with several state and federal agencies

3. Developed required permits State of Kansas permits (EL, CC, road crossing), county/local permits, railroad permits.
4. Developed storm water permits

vii. Managed final check-out and commissioning activities.

8. Johnson Corner 115/69 kV substation project, with 32 miles 115 kV line conversion and terminal addition at Syracuse substation
    a. Design Engineer –
        i. Managed the internal and consultant engineering
    b. Provide project oversight and managed the internal/external Project Managers for the substation and line design and construction activities:
        i. For engaging engineering consultant for design and material specification
        ii. Development of material contracts and bidding process
        iii. Development of construction contract bidding and award
        iv. Permitting
            1. RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            2. required permits State of Kansas permits, county/local permits, railroad permits as required
            3. storm water permits
        v. Final check-out and commissioning activities.
9. Various 115 and 69 kV capacitor bank additions at Rhoades, Pioneer, Walkemeyer, Hickok, Johnston Corner, Harper, Pratt-River Road
    a. Design Engineer –
        i. Managed the internal and consultant engineering
        ii. Lead designed engineer for several projects
    b. Project Manager
        i. Developed and awarded contract for engaging engineering consultant for design and material specification
        ii. Managed and developed material contracts and bidding process
        iii. Developed and managed construction contract bidding and award
        iv. On-site construction manager
        v. Permitting
            1. Developed required RUS Borrower's Environmental Report which required coordination with several state and federal agencies
            2. Developed required permits State of Kansas permits, county/local permits, railroad permits as required
            3. Developed storm water permits
        vi. Managed final check-out and commissioning activities.

B. Transmission O&M - – at Sunflower Electric Power Corporation/Mid-Kansas Electric Company, LLC

1. Other transmission projects that I provided engineering (design / project management), managed and provided executive oversight of the engineering and project areas (engineering, transmission O&M and system operations):
    a. Garden City 115 kV triple circuit rebuild and Arkansas river crossing
    b. Garden City – Southwind, new 115-kV construction project. New Southwind substation and 8 miles of new 115 kV transmission line
    c. Southwind – Irsik & Doll – Morris 115-kV project. New Irsik & Doll substation with 2 – 115 kV line terminals, approximately 20 miles of new 115 kV line
    d. Jameson – Dobson – Morris 115 kV line rebuild and reconductor. Approximately 16 miles line rebuild and reconductor
    e. Ulysses North Loop Project – 8 miles of new double circuit 115/69 kV transmission line with new Ulysses Plant substation
    f. Ulysses Plant – Johnson Corner Project – 28 miles of new 115 kV transmission line
    g. Holcomb to Pioneer 115 kV rebuild and reconductor Project – 32 miles of new 115 kV transmission.
    h. Phillipsburg to Rhoades 115 kV transmission line project – new 32 mile line with substation additions at Rhoades and Phillipsburg.
    i. DVSS systems at East Liberal, Haggard and Fort Dodge 115 kV substations
    j. Various wind interconnection substations for Flat Ridge, Cloud County, Spearville, Central Plains, Cimarron wind generation projects
    k. St. John-Pratt-Medicine Lodge-Harper 115 & 138 kV rebuild/reconductor projects.
2. Training and Safety
    a. Provided management and executive oversight for Transmission business unit training programs (system operation, transmission line O&M, substation O&M, telecommunication O&M, metering O&M, engineering)
    b. Provided management and executive oversight for Transmission business unit safety programs (system operation, transmission line O&M, substation O&M, telecommunication O&M, metering O&M, engineering).
    c. Developed, managed and provided executive oversight for the development and updating of the Sunflower System Operations manual which encompassed the policies, procedures and plans for normal operating practice, maintenance procedures and plans, Black Start plans and procedures and Emergency Operations plans and procedures.
3. Managed and provided oversight for the System Operations, Transmission O&M and Engineering response for the initial restoration and ultimate rebuild of over 100 miles of damaged and destroyed 69/115 and 345 kV transmission facilities following the catastrophic 2006 Ice Storm. (I can provide more specific line information if necessary)
    a. All major delivery points (except for 1) returned to service within 5 days of event
    b. All destroyed facilities returned to service within 7 months of event

i. This required the total rebuild of approximately 70 miles of 115 kV transmission line, 6.5 miles of 345 kV transmission line included foundation repair and erection of steel lattice tower structures.

4. Provided engineering and operations oversight and support for various storm related damage repairs due to wind and tornados events across the Sunflower and Mid-Kansas system including but not limited to:
    a. Garden City area events 1998 and 2001
    b. Greensburg tornado
5. Sunflower EMS/SCADA Replacement Project.
    a. Project manager, lead engineer and provided management oversight for the design, specification and installation of a new Landis&Gyr 8500 workstation based SCADA/EMS system.

C. Compliance - – at Sunflower Electric Power Corporation/Mid-Kansas Electric Company, LLC
1. Chief Compliance Officer 2007-2009 for start-up of Sunflower and Mid-Kansas compliance programs under enforceable standards
    a. Multiple registrations, including TO, TOP, TP, BA, GO, GOP
    b. Oversaw first reliability audit
    c. Provided management and executive oversight for development of the initial internal compliance program including
        i. Development of policies and procedures required to demonstrate and meet the newly enforceable national standards
2. Executive Subject Matter Expert and advisor – 2009-2013
    a. Significant contributor to audit preparation teams, spot-check response teams, and NOPV response teams
    b. Significant contributor to corporate-wide re-engineering of compliance program in 2010
    c. Executive mentor to Chief Compliance Officer – 2011-2013
3. Chief Compliance Officer – December 2013 – November 2014

N. BETH EMERY

PROFESSIONAL EXPERIENCE:

October 2014 - present — Senior Vice President, General Counsel & Secretary, South Central MCN, LLC, Chicago, IL

As one of four direct reports to the CEO, responsible for legal, regulatory, compliance, external communications, and government and stakeholder relations.

February 2011 – October 2014 — Partner, Husch Blackwell, LLP
Washington, DC

Lead of Husch Blackwell electricity group, advising electric generators, transmission companies, demand response providers, and equity participants on the development of generation and transmission projects and regulatory compliance for all aspects of the electric industry at the state and federal levels.

Principal accomplishments: *Lead attorney for start-up of new, competitive transmission companies operating in multiple RTOs; negotiation of novel co-development arrangements between start-up transmission companies and public power partners; lead attorney for regulatory approval of formula based transmission rates for cooperative containing RTO incentive adders; author of independent report on NERC compliance program deficiencies and action plan for re-engineering internal compliance program; lead outside counsel on series of NERC enforcement actions.*

May 2006 – January 2011 — Of Counsel, Tuggey Rosenthal Pauerstein Sandoloski Agather, LLP (and previously as sole practitioner)
San Antonio, TX

Handled federal corporate and regulatory matters in full-time retainer relationship with Sunflower Electric Power Corporation, Hays, KS, first as sole practitioner and, since August 2006, in Of Counsel relationship that provides office space and secretarial support, with Tuggey Rosenthal Pauerstein Sandoloski & Agather LLP.

Principal Accomplishments: *Lead attorney negotiating collaboration between Sunflower and with ITC Great Plains, LLC for development of extra-high voltage transmission in western Kansas; lead closing attorney for Mid-Kansas Electric Company, LLC, purchaser of approximately $250 million in Kansas Electric division assets from Aquila, Inc.; lead attorney documenting development of integrated bioenergy center capturing CO2 from power plant stack emissions to generate feedstock for biodiesel and ethanol production; lead regulatory attorney for Sunflower and MKEC before FERC, NERC and Southwest Power Pool and second chair on numerous KCC matters; special finance counsel to Fishermen's Energy of New Jersey, LLC for off-shore wind projects in New Jersey and Rhode Island; advisor to several west Texas community and industrial wind projects.*

N. Beth Emery

December 2003 – May 2006

Senior Vice President, General Counsel & Secretary, CPS Energy
San Antonio, TX

Chief legal officer for nation's largest municipally-owned electric and gas utility, overseeing staff of 26 lawyers, professional claims representatives, and administrative staff in legal services and claims. Named Secretary to Board of Trustees July 2004. Co-lead of enterprise strategic planning process (2005); Oversight Boards for Manage Supply Chain, Environmental Management, and Human Resources Process Management Teams (2004 – 2006).

Principal Accomplishments: *During tenure, implemented first central filing, document management, and time management systems for legal services, reducing 2003-2009 actual and projected budget nearly 16% below 2004 plan while absorbing unbudgeted cost of SVP/General Counsel and four other staff additions; implemented CPS's first service level agreements for tracking and billing shared services; in-sourced issuer counsel and most regulatory work; supervised team that successfully developed and then defended major challenges to 30-mile ERCOT-planned 345-kV Cagnon-to-Kendall transmission line; participated in acquisition of additional share of co-owned nuclear plant; authored several innovative Board policies on privacy, competitive matters, and economic development.*

February 2001 – November 2003

Partner, Ballard Spahr Andrews & Ingersoll, LLP
Washington, DC

As member of National Energy and Project Finance Group, worked with electric industry restructuring and energy finance matters.

Principal Accomplishments: *Was lead outside counsel to ISO New England, Inc. on implementation of new electricity markets utilizing locational marginal pricing. As outside counsel to Sunflower Electric Power Corporation, negotiated corporate and debt restructuring involving $900 million of secured and unsecured notes to the United States and third party investors and contractual arrangements for 650 MW coal-fired generating unit through joint venture with major Midwestern utility developer.*

March 2000 – January 2001

Partner, Hopkins & Sutter LLP
Washington, DC

Partner in Washington office of Chicago-headquartered firm, concentrating on energy regulatory and finance matters. Firm dissolved January 2001.

Principal Accomplishments: *Provided strategic advice to Exelon, Inc. regarding California electricity market crisis of 2000, culminating in day-long briefing to first meeting of new corporation's Board of Directors; provided comprehensive analysis of litigation options for Tennessee Valley Authority regarding numerous disputes with Enron.*

N. Beth Emery

Nov. 1997-
Nov. 1999

Vice President, General Counsel & Corporate Secretary
California Independent System Operator Corporation
Folsom, CA

Member of start-up team of 6 officers; left following change in CEO. Direct reports managed Corporate Secretariat (including Board of Governors' expenses and arrangements), Market Monitoring and Design, Communications, Regulatory and Legislative Affairs, and Legal Services. Oversaw authorized staff of 10.5 in 1997 that grew to 33.5 in 1999, while maintaining a flat or reduced total budget.

Principal Accomplishments: *Reduced outside legal fees from $14 million in 1997 to approximately $6 million annually, and managed annual division budget of approximately $13 million. Directed work on 22+ Tariff Amendments, initial and revised Grid Management Charge, and numerous other federal regulatory matters; advised on successful application for Section 501(c)(3) tax-exempt status and $306 million tax exempt bond financing; executive sponsor for corporate information management project and corporate team developing (through a stakeholder process) a single system transmission access charge to be effective in early 2000; successfully completed multiple party settlement negotiations to convert $1 billion annual reliability must-run contracts into annual option contracts with substantially reduced total expenditures.*

July 1983 – November 1997

Partner, Sutherland Asbill & Brennan, LLP (and previously, Paul Hastings Janofsky & Walker)
Washington, DC

Joined Paul, Hastings as an associate; elevated to partner in 1987. Moved with most of the national energy practice to Sutherland in July 1993. Continued areas of concentration in advice and counsel on regulatory and business matters for electric power industry clients; general corporate and securities; and federal election law.

Principal Accomplishments: *From 1991 - 1993 at Paul, Hastings, served as Chair of Washington D.C. office Business Law Department and National Energy Practice Group. Areas of concentration were advice and counsel on regulatory and business matters for electric power industry clients; general corporate and securities; and federal election law. Nationally-recognized expert in joint ownership arrangements, power supply acquisition and other issues affecting rural electric cooperatives; directed federal regulatory approval process for several of the first power marketers to file with the Federal Energy Regulatory Commission; lead contract counsel for the spin-off from Oglethorpe Power Corporation of Georgia Transmission Corporation and Georgia System Operations Corporation (the first unbundling of a generation and transmission cooperative and one of nation's first unbundling of an integrated utility); conceptualized and drafted conversion of all-requirements member contracts into fixed obligation contracts allowing members to direct own power supply future; counsel to a number of power supply cooperatives on debt restructurings, including successful restructuring of debt and power supply assets of Soyland Power Cooperative, Inc.*

N. Beth Emery

January 1981 – July 1983 — Associate, Pierson, Ball & Dowd (and previously, Sullivan & Beauregard)
Washington, DC

Joined boutique firm, Sullivan & Beauregard, in January 1981 to work on energy matters with Tenney Johnson, who shortly thereafter left to become General Counsel of DOE. Moved with majority of firm upon its dissolution to Pierson, Ball & Dowd (which subsequently merged into Reed, Smith). Areas of concentration were federally-guaranteed ship financings, government contracts, and corporate finance and securities.

Principal Accomplishments: *Second chair on acquisition of Opryland assets (theme park, television and radio stations, cable television network, Grand Ole Opry building) by Gaylord Broadcasting from American General Life Insurance; second chair on a series of acquisitions by LogEtronics, Inc. of other high tech companies; originator of business and lead attorney for one of nation's first tax benefit transfer leases of electric cooperative-owned coal-fired generating plant and related equipment, facilitated by novel private letter rulings authored in conjunction with Coopers & Lybrand.*

July 1979 – January 1981 — Legal Advisor to Commissioner Matthew Holden, Jr., Federal Energy Regulatory Commission
Washington, DC

Advisor on natural gas and oil pipeline matters and all rulemakings during the implementation of the 1978 National Energy Acts.

Principal Accomplishments: *Assistant to the Commissioner taking the lead on the Alaska Natural Gas Transportation System; initiated practice of Commissioners' assistants attending weekly Office of the General Counsel pre-agenda meetings; attended National Association of Regulatory Utilities Commissioners (NARUC) Annual Rate Workshop (2-week course at Michigan State University).*

August 1977 – July 1979 — Attorney Advisor, Electric & Telephone Division, Office of the General Counsel, U.S. Department of Agriculture
Washington, DC

Advised Rural Electrification Administration on telephone and electric loans and related matters.

Principal Accomplishments: *Co-author of REA environmental regulations; member of EEO Advisory Committee for Office of the General Counsel; lead attorney on environmental issues for REA.*

N. Beth Emery

EDUCATION:

Harvard Law School, Cambridge, MA, J.D., June 1977

- -- *President, Harvard Law School Democratic Club*
- -- *Intern, Civil Liberties Union of Massachusetts*
- -- *Research Assistant to Prof. A. James Casner on* Restatement of Property, 2d
- -- *Editorial Staff,* Harvard Law School Record (*student newspaper*)

University of Oklahoma, Norman, OK, B.A., with Highest Honors, May, 1974

- -- *Honors degree earned by fulfilling honors program requirements for completion of minimum number of honors classes as well as maintaining minimum grade point*
- -- *Phi Beta Kappa*
- -- *Mortar Board*
- -- *Silver Letzseiser Award (1974)(Gold, Silver, Bronze medals awarded annually by university to total of 6 senior men and women, based on leadership, scholarship, and service)*
- -- *Representative to Student Congress 1972-74 (Chair, Ways & Means 1973-74)*
- -- *President of University of Oklahoma Young Democrats*
- -- *Delegate to Oklahoma Intercollegiate Legislature 1970-74 (delegation chair 1973-74)*
- -- *Model United Nations (1971-72)*
- -- *News Editor,* Oklahoma Daily (*student newspaper*)
- -- *Cortez A.M. Ewing Fellow (Congressional internship 1973 through university-affiliated foundation)*
- -- *Journalism merit scholarships all four years*

BAR ADMISSIONS AND ACTIVITIES:

- -- *Admitted to the District of Columbia Bar (1981) and State Bar of Texas (2008) and the Court of Appeals for the District of Columbia Circuit.*
- -- *Admitted to the Oklahoma Bar Association and the Supreme Court of the State of Oklahoma (1977) (withdrew on basis of inactivity effective January 1, 2000).*
- -- *ABA representative on panels selecting new administrative law judges through U.S. Office of Personnel Management (1988 – 2001).*
- -- *Member, American Bar Association and Sections on Public Utility Law (Council Member 2001 – 2006; Chair, Community Outreach, 2002-04; Vice Chair, Electricity Committee, 1998 – present; Chair, Programs, 2000-01, Co-Chair, 1999 – 2000; Co-Chair Membership 2001-02); Energy and Natural Resources (Vice-Chair, Special Committee on Newsletters, 2000-02; Board of Editors*, Natural Resources & Environment*, 1991-98; Vice Chair, Electricity Committee, 1999 – 2000).*
- -- *Member, Energy Bar Association (Co-Chair, Program Committee, 1997-98; Chair, Electric Utility Regulation Committee, 1995-97, Vice-Chair 1994-95; Chair, Committee on FERC Operations & Administration, 1991-93, Vice Chair 1990-91; Chair, Committee on Tax Developments, 1986-87, Vice Chair, 1985-86).*
- -- *Member, Texas General Counsel Forum; Planning Committee and "GleeCees" Chorus, 2006 and 2007 Annual Meetings.*

N. Beth Emery

OTHER ACTIVITIES

- -- *Independent Director, EnergyConnect Group, Inc., Campbell, CA,（OTCBB: ECNG) and member of Audit, Governance and Compensation Committees (appointed July 2010)*
- --- *Member, San Antonio Greater Chamber of Commerce Energy & Sustainability Committee (and predecessor Nuclear Energy Task Force) 2009 – present.*
- --- *Member, Alamo Breast Cancer Foundation Board (2009 – present); President ABCF (2013 – present) Recording Secretary ABCF (2011-2013).*
- --- *Alternate, National Breast Cancer Coalition Board, NBCC (2013 – present); Annual Advocacy Training Conference (2009 – 2012); NBCC Annual Leadership Conference (2013-2014); delegate to Project Lead training in the science of breast cancer, 2009.*
- --- *Peer Reviewer, Department of Defense Breast Cancer Research Program grant applications, 2012, 2014.*
- -- *Member, Development Board of Carver Community Cultural Center, 2005-10;* ad hoc *lawyers' committee; internal audit committee (2005-06); Chair, Program & Development committee (2007 – present); Co-Chair, 2006 Cavalcade of Stars fundraising gala; Secretary, 2006-10; executive committee, 2006-10.*
- -- *Adult Volunteer – Methodist Youth Mission Trips to Progresso, Mexico, May 29-June 3, 2005, May 28-June 2, 2006, May 28-June 1, 2007.*
- -- *Volunteer – Habitat for Humanity San Antonio, 2008, 2007, 2006.*
- -- *Member, Women's Leadership Council and Bejar Society, United Way of San Antonio (2003-06, 2008-present).*
- -- *Member, Board of Directors, New Hope Housing, Inc. (largest of the United Way charities providing services to homeless in Fairfax County, Virginia) 2001-03; Chair, Board Development and Strategic Planning Committee, 2002-03, Executive Committee 2003; Gala Program Chair 2002 and 2003.*
- -- *Volunteer Income Tax Assistance Project – Washington Area Homeless Shelters, 2002-03.*
- -- *Member, National Advisory Committee, U.S. Agency for International Development Energy Training Program, (administered by contractor Institute for International Education) 1996-99.*

PERSONAL

Born July 9, 1952 in Shawnee, Oklahoma; married to Lee M. Emery of Tulsa, Oklahoma, May 18, 1974 (CEO of the General Counsel Forum); two children, Paul Davis, born 1985 (principal at Hellman & Friedman, a private equity firm, New York, NY) and Laura Kathryn, born 1990 (civil engineer at HTNB, Houston, TX).

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San Antonio, TX 78212
Cellular: 210-380-6599
Email: bemery@gridliance.com

N. BETH EMERY

GENERAL COUNSEL AND CHIEF COMPLIANCE OFFICER

A. Transmission Project Development
   1. Supervised legal and regulatory team on development of CPS Energy's 30-mile 345 kV Cagnon-to-Kendall line in Hill Country, Texas, overseeing
      a. siting process
      b. City Counsel determination of need
      c. right-of-way acquisition
      d. condemnation proceedings
      e. successful defense of multiple suits alleging violation of federal environmental rules

B. Transmission O&M
   1. Lead drafter and negotiator of long-term O&M agreements for Sunflower Electric Power Corporation and Mid-Kansas Electric Company, LLC's maintenance of all ITC Great Plains, LLC facilities located in Sunflower and Mid-Kansas footprints.

C. Compliance
   1. Principal outside counsel from start-up through 2013 on Sunflower and Mid-Kansas compliance programs under enforceable standards
      a. Advised on registration and compliance plans for, *inter alia,* TO, TOP, TP, BA, GO, GOP
      b. Advised audit preparation teams, spot-check response teams, and NOPV response teams
      c. Independent report on compliance program to Board of Directors
      d. Advised on re-engineering of compliance program in 2010

TRENT CARLSON

1201 N.W. Briarcliff Parkway, 2nd Floor • Kansas City, Missouri 64116 • 832-981-0101 • tcarlson@gridliance.com

LEADERSHIP, MANAGEMENT AND REGULATORY COMPLIANCE

Demonstrated expertise in:

- **Leadership:** Building, developing and leading teams; at start-ups as well as within established organizations;
- **Commercial:** Negotiating technical and market-rules aspects of wholesale and retail power contracts;
- **Relationships:** Facilitating introductions and engagements with prospective customers and decision-makers;
- **Technical:** Providing power system operations and planning expertise; and
- **Compliance:** Directing regulatory and compliance programs.

EXPERIENCE

South Central MCN, a GridLiance Company, Kansas City, Missouri, 2014 - Present

Vice President, Regulatory & Compliance

- **Leadership**: Company Officer responsible for GCP's regulatory affairs and NERC compliance activities, including policy development and external advocacy.
- **Program Foundation**: Develops, and maintains updated, the Company's Internal Compliance Program ("ICP").
- **Oversight**: Directs the planning and coordination of Regulatory and Compliance Department activities including NERC and Regional Entities' reliability standards.
- **Training**: Leads the coordination and monitoring of training programs, curriculum, and databases for NERC certified system operators who operate the Real-Time Bulk Electric System; including the accurate documentation of all required courses in an appropriate format to meet NERC compliance and audit requirements.
- **Outsourcing**: Engages and directs the work of outsourced staff, consultants and external counsel in matters related GCP regulatory affairs and NERC compliance, including NERC training.

J. P. Morgan Ventures Energy Corporation, Houston, Texas, 2010 –2014

Vice President, Regulatory Affairs & Compliance

- **Leadership:** Responsible for all regulatory affairs and wholesale power compliance activities in ERCOT, SPP and southeast regions; reporting directly to the Executive Director, Compliance and Regulatory Affairs.
- **Transactional Framework:** Developed three basic contracting options, with related decision points and process flows, for engaging NERC-registered counter-party Generator Operators ("GOPs") to facilitate commercial opportunities involving asset-based transactions of physical Energy and Ancillary Services.
- **Transactional Support & Counter-Party Liaison:** Led the effort in developing desk references and analysis tools in support of short-term energy trading and long-term structured deal origination. Introduced originators, traders and principal investment personnel to companies and service providers that had no previous experience with JPMVEC.
- **Regulatory Policy Analysis:** Provided subject matter expertise on ISO/RTO market rules, operations and settlements to originators negotiating power sale agreements, power purchase agreements, energy management agreements and the like. Led the analysis of design alternatives and parameter choices affecting the commercial value of operating reserve demand curves in ERCOT's energy-only market and various forms of forward capacity markets.
- **Compliance and Regulatory Advocacy:** Prepared and presented diagrammed explanations of complex deal structures and related counter-party obligations that contemporaneously satisfied all applicable wholesale protocols and retail rules – to the satisfaction of regulators and enforcement staff. Directed all Company liaison with ERCOT, PUCT, IMM, TCEQ, SPP, NERC and all eight NERC Regions.
- **Advising Line-of-Business Personnel:** Provided traders, originators and principal investment personnel with subject matter expertise in ERCOT wholesale and retail power markets, and in SPP and southeastern wholesale power markets.

EXPERIENCE CONTINUED

Reliant Energy and RRI Energy, Houston, Texas, 2001 - 2010

Vice President, Regulatory Affairs

- **Leadership:** Directed team of 15 professionals; responsible for all wholesale regulatory affairs and compliance activities in ERCOT/Texas and CAISO/WECC regions; reporting directly to the Executive Vice President, Strategic Planning, Business Development and Regulatory Affairs.
- **Joint Commercial/Regulatory Responsibilities:** Proposal conceptualization, execution and external advocacy of initiatives to increase revenues and gross margins of wholesale power business by $500 million annually.
- **Representation in FERC Proceedings and Settlement Negotiations:** Represented the company in FERC refund proceedings, financial settlement disputes, cost-based filings and rulemakings.
- **NERC Reliability Standards Program Development and Implementation:** Responsible for initial staffing and resourcing of the company's NERC compliance functions and plan for migrating manual processes to integrated software-base solution for monitoring, data management and reporting.

California Independent System Operator, Sacramento, California, 1997 - 2001

Director, Operations Support & Training

- **Leadership:** Directed team of 40 professionals; responsible for control room operator support of all desks (both market operations and grid reliability functions), subject matter expert to legal and regulatory departments responsible for tariff and protocol development and training of all operators including operators-in-training; reporting directly to the Vice President, Operations.
- **Operations Support Responsibilities:** Directed all operations support to control room operators and Security Coordinators, managing the development and maintenance of Operating Procedures, overseeing the Transmission Information Display System ("TIDS"), directing the certification testing of Ancillary Services, and leading the development and maintenance of operating procedures.
- **Technical Liaison Responsibilities:** Provided technical support and Operations liaison to other Departments within the CAISO. Supported the company's outreach in various industry, regulatory, legislative and stakeholder forums (at state, regional and national levels).
- **Operations Training Responsibilities:** Team Leader, delivering training to all shift crews on consistent application of Tariff/Protocol provisions, desk applications, real-time interchange scheduling, and concepts related to the ISO's markets for Imbalance Energy and real-time management of Inter- and Intra-Zonal Congestion.

Resource Management International, Sacramento, California, 1986 - 1997

Manager, Transmission Analysis & Resource Planning

- **Leadership:** Led team of 5 professionals; responsible for performing power flow, transient stability, short-circuit, and production cost simulations on behalf of utility, municipal and IPP clients; reporting to the Director, Transmission Analysis & Resource Planning.
- **Sample IPP Client Projects:**
  - Power Producers case (testified in civil court as transmission expert)
  - Enserch Corp, Hamakua, Hawaii, interconnection/integration (testified as transmission expert in Hawaii PUC hearings)
  - Mission Energy, California, multiple project sites evaluated, interconnection alternatives studied
  - Oxbow Geothermal, Nevada, looped versus radial 230-kV transmission interconnection alternatives studied
- **Sample Utility & Muni Client Projects:**
  - Transmission Agency of Northern California, Sacramento, California (500-kV California-Oregon Transmission Project; Third-AC Intertie Work Group; Study Center Lead for all select-season power flow, transient, post-transient and short-circuit analyses)
  - Lake Worth, Gainesville, Homestead, Florida (utility interconnection alternatives)
  - Austin, Texas (Holly Station)
  - Sacramento Municipal Utility District (Rancho Seco, WAPA, EMS applications, various)
  - Republic of Philippines electric industry restructuring (transmission pricing, integration of merchant suppliers in economic dispatch, training courses in basics of power system operations)

EXPERIENCE CONTINUED

Sunflower Electric Power Corporation, Hays, Kansas, 1982 - 1986

System Planning and Protection Engineer, Engineering

- **Individual Contributor:** reporting to the Chief Engineer, Engineering Department.
- **Transmission Planning & Protection**
  - Integration of 345-kV into existing 115-kV and 230-kV systems
    (Performed Relay & Protection Coordination Study; Checked/updated all impedance quantities for short-circuit studies; Designed relay applications and controls for both 69-kV and 115-kV transmission systems; Re-designed relaying in three 115-kV substations to integrate 345-kV system expansion)
  - Representative on MOKAN Power Pool, SPP committees
  - Production cost simulations in support of fuels department
  - Joint Interconnection and Control Area Operations Agreement
- **Project Manager – Energy Management System**
  - Functional specification and testing of EMS Master Station and RTUs
  - Owners Engineer for factory and field acceptance testing
  - Customization of Interchange Transaction Scheduler to support bilateral sales of Regulation to adjacent Control Areas

EDUCATION

• M.S.E.E	Electric Utility Management	New Mexico State University	Las Cruces	May 1982
• B.S.E.E	Power Systems	New Mexico State University	Las Cruces	January 1981

TRENT A. CARLSON
VICE PRESIDENT – REGULATORY AND COMPLIANCE

A. Transmission Project Development

1. At Sunflower Electric Power Corporation
   - Project Manager – Energy Management System
     - Functional specification and testing of EMS Master Station and RTUs
     - Owners Engineer for factory and field acceptance testing
     - Customization of Interchange Transaction Scheduler to support bilateral sales of Regulation to adjacent Control Areas
   - Project Engineer - Integration of 345-kV into existing 115-kV and 230-kV systems (Performed Relay & Protection Coordination Study
     - Checked/updated all impedance quantities for short-circuit studies
     - Designed relay applications and controls for both 69-kV and 115-kV transmission systems
     - Re-designed relaying in three 115-kV substations to integrate 345-kV system expansion)

B. Transmission Project O&M

1. At California ISO
   - Directed team of 40 professionals; responsible for control room operator support of all desks (both market operations and grid reliability functions), subject matter expert to legal and regulatory departments responsible for tariff and protocol development and training of all operators including operators-in-training; reporting directly to the Vice President, Operations.

C. Compliance

1. At J.P. Morgan Ventures Energy Corporation
   - Responsible for all wholesale power compliance activities in ERCOT, SPP and southeast regions; reporting directly to the Executive Director, Compliance and Regulatory Affairs.
   - Developed three basic contracting options, with related decision points and process flows, for engaging NERC-registered counter-party Generator Operators (GOPs) to facilitate commercial opportunities involving asset-based transactions of physical Energy and Ancillary Services.
   - Directed all Company liaison with ERCOT, PUCT, IMM, TCEQ, SPP, NERC and all eight NERC Regions.
2. At Reliant Energy and RRI Energy
   - Directed team of 15 professionals; responsible for all wholesale regulatory affairs and compliance activities in ERCOT/Texas and CAISO/WECC regions; reporting directly to the Executive Vice President, Strategic Planning, Business Development and Regulatory Affairs.
   - Responsible for initial staffing and resourcing of the company's NERC compliance functions and plan for migrating manual processes to integrated software-based solution for monitoring, data management and reporting.

CARL A. HUSLIG

3617 Buck Brush Court, Lawrence, Kansas 66049
Direct: 785-842-1230 Mobile: 816-590-1632 chuslig@gridliance.com

PROFESSIONAL EXPERIENCE

GRIDLIANCE PARTNERS, LLC · CHICAGO, ILLINOIS · 2015 – PRESENT

SVP, Business Development: Lead the Business Development activities for GridLiance, including acquisitions, greenfield transmission projects, and attracting additional partners

Delivered Results

- Developed current pipeline of acquisitions to exceed targeted $60M by end of 2015
- Developed current pipeline of greenfield transmission projects which exceeds $200M in transmission investment
- Developed current pipeline of targeted Public Power Partners in each state where MISO and SPP operate

HUSLIG CONSULTING, LLC · LAWRENCE, KANSAS · 2012 – 2015

President: Provided private consulting to the Electric Transmission Industry.

Delivered Results

- Provided Contracting resources to Grid Capital, LLC
- Provided Contracting resources for GLG Consultants

ITC HOLDINGS · NOVI, MICHIGAN · 2006 – 2012

President – ITC Great Plains; Executive Director – ITC Grid Development: Responsible to lead the start-up activities for ITC Great Plains which was the first successful transmission only utility in Kansas and Oklahoma. As the Executive Director, the ITC Great Plains responsibilities were expanded to develop strategies and opportunities through the Southwest Power Pool.

Delivered Results

- Built start-up business from zero assets to $500M in six years.
- Responsible for P&L accountability, strategic planning, and leading a team to achieve an accelerated growth plan to expand ITC footprint throughout the nation.
- Leveraged extensive network to aggressively pursue business growth and create opportunities in joint ventures, acquisitions, and partnerships.
- Achieved transmission only utility licenses in two states, responsible for obtaining FERC approvals, including formula rate to recover revenue requirement.

AQUILA, INC.· Kansas City, Missouri · 1991 – 2006

Vice President of Transmission, 2004 – 2006: Rapidly promoted, gained progressively more responsibility, and experienced all levels and facets of transmission management, development, construction, maintenance, system protection, and operations.

Director of Transmission Business, 2001 – 2004; Director of Transmission Maintenance, 1997 – 2001
Manager of System Planning, 1995 – 1997; Distribution Engineer, 1994 – 1995; Engineer, 1991 – 1994

CARL A. HUSLIG

3617 Buck Brush Court, Lawrence, Kansas 66049
Direct: 785-842-1230 Mobile: 816-590-1632 chuslig@gridliance.com

Delivered Results

- Led Aquila's decision to join SPP and exit MISO
- Consistently met budgets and constructed project on time and under budget
- Improved the P&L of the transmission business from 2004 to 2006
- Improved relationships with Kansas and Missouri state regulators by frequently scheduling update meetings

EDUCATION

Bachelor of Science in Electrical Engineering, 1991
Kansas State University – *Manhattan, Kansas*

LEADERSHIP

- Marcus Evans T&D Summit, 2011 Chairman
  - Focused on SmartGrid, Transmission Maintenance, and Distribution Operations
- Leadership Kansas, 2011 Graduate
- Kansas Chamber of Commerce Board of Directors, 2010-2011
- Recipient of the Kansas State University Seaton Award for Distinguished Alumni, 2010
- Featured Speaker – Renewable Energy Conferences, InfoCast Conferences, Platts Conferences, and events
- Testified before both the Kansas Corporation Commission and FERC

CARL A. HUSLIG

3617 Buck Brush Court, Lawrence, Kansas 66049
Direct: 785-842-1230 Mobile: 816-590-1632 chuslig@gridliance.com

TRANSMISSION INDUSTRY LEADER

Carl Huslig is an executive with over 20 years of success in the utility industry, with expertise in electric transmission development, strategy, construction, operations, and maintenance. He is an innovative leader, experienced in utility company start-up and in generating significant profits for investors. Respected nationally as an established leader in the transmission industry, Carl has an extensive network of influential contacts through business partnerships, industry involvement, and speaking engagements. He has a thorough understanding of long term opportunities in the utility industry with a proven ability to create a vision and lead ground-breaking strategies. Carl has served on and led several SPP Task Forces that were, by their own definition, ground- breaking. His participation within the SPP processes spans nearly two decades and provides him with a thorough understanding of how to operate a transmission business in SPP and other Regional Transmission Organizations (RTO).

TRANSMISSION DEVELOPMENT STRATEGY

Carl has been at the forefront of Transmission Development for the last decade. He led the Aquila strategy initiative to determine which RTO to join. For Aquila's transmission system in Missouri and Kansas, he developed the plan for how Aquila would exit the Midwest ISO and join SPP. He drafted a strategy to create a transmission only subsidiary of Aquila in order to take advantage of FERC's policies that was not adopted because Aquila ultimately auctioned off all of its assets. Carl attended several meetings with another SPP transmission owner to create an independent transmission company that would cover Kansas and Missouri. Although Aquila also did not adopt that strategy, Carl used that strategy at ITC Great Plains to create the most successful "green field" independent transmission company in the United States. From 2006-2012, ITC Great Plains grew from a start-up company to a company that was valued at over $500M. Carl was responsible for ITC Great Plains' strategy, regulatory execution, project development, staffing, and compliance.

TRANSMISSION CONSTRUCTION, OPERATIONS, AND MAINTENANCE EXPERIENCE

Carl has over 20 years' success in constructing, operating, and maintaining transmission assets. He had roles at Aquila where he was directly responsible for these functions. He then utilized his knowledge and experience from Aquila to oversee the efforts at ITC Great Plains.

TRANSMISSION PARTNERSHIPS VALUE

Carl has long recognized the value of partnerships when it comes to successful companies. He was not only responsible for the first project designation agreements in SPP (ITC Great Plains and Western Farmers Electric Cooperative), he was also responsible for the first Co-Development Agreements (ITC Great Plains and Sunflower Electric Cooperative and Mid-Kansas Electric Company, LLC) where an incumbent transmission owner partnered with an independent transmission company to construct transmission projects in SPP (the KETA Project and the Kansas V-Plan). As a private consultant, he was instrumental in getting the Co-Development Agreements negotiated and executed between Grid Capital Partners and both the Missouri Joint Municipal Electric Utility Commission and the Oklahoma Municipal Power Authority.

JODY HOLLAND

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jholland@gridliance.com • cell 501-681-5950

Results-oriented professional with twenty-one years of technical and business leadership experience in electric utility and manufacturing industries seeking a position that makes use of my engineering and management skills.

CAREER EXPERIENCE

Director, Transmission Planning 2015-present SouthCentral MCN LLC Chicago, IL

- Facilitate discussion with utility partners to understand needs and seek implementation of traditional and non-traditional solutions.
- Lead power flow, economic, and other studies to support optimization of current configurations and development of future grid improvements.

Manager, Steady State Planning 2011-2015 Southwest Power Pool Little Rock, AR

- Lead group of engineers performing steady state powerflow analysis using PSS/E and MUST softwares to support SPP's Integrated Transmission Planning and NERC TPL processes.
- Foster effective communication with stakeholders in working group setting in development of transmission expansion plans to meet vetted future assumptions.

Manager, Economic Planning 2010-2011 Southwest Power Pool Little Rock, AR

- Led group of engineers and analysts performing production cost analysis using PROMOD software to support SPP's Integrated Transmission Planning process.
- Fostered effective communication with stakeholders in working group setting in development of transmission expansion plans to meet vetted future assumptions.

Manager, ICT Planning 2005-2010 Southwest Power Pool Little Rock, AR

- Led start-up of transmission planning department for Southwest Power Pool (SPP) Independent Coordinator of Transmission for Entergy (ICT).
- Hired engineering and business analyst staff.
- Helped develop and coordinated implementation of ICT Planning portions of Entergy's Open Access Transmission Tariff and FERC Order 890 additions.
- Responsible for transmission and generation interconnection services, power flow model development, transmission planning (reliability assessment and expansion plan), and strategic transmission planning processes.
- Facilitated technical working group comprised of stakeholders.

Manager, Tariff Studies 2003-2005 Southwest Power Pool Little Rock, AR

- Responsible for transmission and generation interconnection service processes for SPP Open Access Transmission Tariff.
- Implemented FERC Order 2003 for SPP Large Generator Interconnection Procedure and Large Generator Interconnection Agreement.
- Hired engineering and consulting staff.

JODY HOLLAND

Engineer, Tariff Studies 2001-2003 Southwest Power Pool Little Rock, AR

- Performed transmission service analysis using PSS/E and MUST softwares.
- Maintained transmission service study queue by administering SPP Open Access Transmission Tariff.

Project Engineer 1998-2001 General Cable Corp. Malvern, AR

- Designed Allen Bradley plc control systems for existing wire drawing and cabling equipment.
- Maintained in-plant electrical distribution system with specialized contract labor.
- Developed funds requests, designed bid specifications, and managed funds for assigned projects.

Electrical Design Engineer 1996-1998 AmTran Corp. Conway, AR

- Designed electrical wiring harnesses for school buses using AutoCAD.
- Worked with harness shop to develop prototype, test, and document final drawings.

Project Engineer 1994-1996 First Brands Corp. Rogers, AR

- Designed Allen Bradley plc control systems for new and existing blown film extrusion and conversion equipment, resin batching systems, conveying and packaging systems.
- Expanded in-plant electrical distribution system to meet project needs.

TRAINING AND COMMUNICATIONS

Dale Carnegie Leadership Course and various other management skills training courses.

EDUCATION

Bachelor of Science, Electrical Engineering
John Brown University, Siloam Springs, AR

Master of Science in Engineering, Electrical Emphasis
University of Arkansas, Fayetteville, AR

Professional Engineer
Arkansas license 10034

References: Available upon request

JODY HOLLAND

DIRECTOR – TRANSMISSION PLANNING

A. Transmission Project Development

1. Engineering
   - Manager – Independent Coordinator of Transmission for Entergy at Southwest Power Pool
     - Hired and directed team of 10 professionals responsible for the following:
       - long-term transmission and generation interconnection services under the Entergy Tariff including recommendation of transmission solutions necessary to implement service and support of service agreement development,
       - power flow model development necessary to perform service and planning analyses including verification of project timeliness necessary for inclusion in correct seasonal model,
       - transmission planning processes including reliability assessment of Entergy transmission system and expansion plan known as Base Plan which served as a verification and supplement to Entergy's annual Construction Plan, and
       - strategic transmission planning process (ISTEP) using power flow and production cost analysis software to determine transmission solutions to remedy top constraining flowgates on the Entergy transmission system.

   - Manager – Economic Planning at Southwest Power Pool
     - Directed team of 6 professionals responsible for development of transmission solutions to ensure the best combination of reliability, economic, and policy transmission solutions in a ten and twenty year timeframe for the SPP transmission system.

   - Manager – Steady State Planning at Southwest Power Pool
     - Directed team of 8 professionals responsible for development of transmission solutions to ensure the SPP transmission system reliability for the next 6 years.

2. Equipment and material procurement
   - Project Engineer at General Cable and First Brands
     - Responsible for specification, requisition, and procurement of manufacturing equipment, electrical and mechanical controls, and hardware and software systems.

3. Project Management at Southwest Power Pool, General Cable, and First Brands
     - Due to significant number of projects (both analysis and equipment installation related), experience with MS Project and project management techniques necessary. Highly successful adhering to project completion deadline whether multi-month, annual, or greater than annual cycle.

JODY HOLLAND

4. Commissioning of new facilities
   - Project Engineer at General Cable and First Brands
     - Responsible for software and hardware development, installation supervision, and commissioning of new manufacturing equipment including AC and DC motor drives, high speed electrical wire drawing machinery, underground electrical cable insulating and curing processes, and high voltage cable testing system.

B. Safety Program

1. Internal and contractor safety program
   - Project Engineer at General Cable and First Brands
     - Provided management and oversight for contractor personnel safety program.
     - Responsible for project management, supervision of installation, and commissioning of electromechanical safety systems on all equipment installations.

C. Transmission Operations

1. NERC compliance process and compliance history
   - Manager – Steady State Planning at Southwest Power Pool
     - Directed team of 8 staff responsible for SPP's Transmission Planner (TP) compliance with NERC TPL and FAC standards
     - Successful audit of SPP compliance with NERC TPL and FAC standards September 2014.

2. Staffing
   - Manager – all management roles at Southwest Power Pool
     - Responsible for leading hiring process for new and vacated professional positions.
     - In start-up of ICT Planning Department filled ten professional positions over the course of 18 months.

D. Transmission Maintenance

1. Equipment
   - Project Engineer – in-plant sub-transmission system maintenance
     - Maintained in-plant electrical system including equipment installation and replacement, project management, supervision of specialized contract labor, and re-energizing plant.
     - System included multiple 13.2/.48kV substations and multi-stage capacitor bank.

BARY *K. WARREN*

8899 County Lane 213 • Webb City, Missouri 64870
Business: 417-825-5572 • Residence: 417-673-1681 • email: bwarren@empiredistrict.com

◆ *PROFESSIONAL OBJECTIVES*

- To become a "key" contributor, leader, and valued executive manager of a strong electric utility services company
- Enhance company profitability by developing and executing key business development and wholesale strategies to: 1) increase company profitability and customer value, 2) execute multi-state regulatory strategies and minimize customer interventions/concerns, 3) develop, implement and deliver generation, transmission and/or distribution services and NERC Compliance support to municipal, electric cooperative and investor owned utilities, and 4) promote and coordinate power delivery services – billing/tariffs, cost of service, quality of service and expansion, and reliability of service technical support and service.
- Enhance customer long term "value" and satisfaction by developing and managing senior level relationships (using wholesale and retail power industry experience regarding wholesale access, FERC RTO policy, and structured transactions/customized agreements) with coalitions, state commission staff and proceedings, consultants, electric G&T and distribution cooperatives, municipals, and investor owned utilities.
- Lead internal project/deal, sales & marketing, and technical teams for the company to meet company and customer objectives and goals to enhance customer and shareholder value

✓ *SKILLS, ABILITIES, AND QUALIFICATIONS OVERVIEW*

- ✓ Developed, implemented, advocated, and managed transmission policy, EMS and Transmission Operations and NERC compliance initiatives for The Empire District Electric Company.
    - Primary interface with the Southwest Power Pool, state commissions of Missouri, Kansas, Arkansas, and Oklahoma and other SPP members regarding any RTO/SPP/transmission service and NERC compliance related matters
    - Manage Empire's Open Access Transmission Tariff as well as represented Empire on the SPP Regional Tariff Working Group committee, SPP Markets and Operating Policy, Cost Allocation Working Group, Seams Steering Committee, and Regional Allocation Review Task Force committees which are responsible for RTO market development, seams and tariff administration, and transmission cost allocation
    - Manage Empire's efforts/filings in state commission and FERC proceedings regarding transmission policy issues
    - Manage Empire's primary and backup control transmission and EMS Operations
- ✓ Assisted in the 1996 startup, strategic development, and growth of Williams' power origination and trading operations into a Top 10 Power Marketing operation in 2001 and originated over $80MM in realized profit for Williams
- ✓ Ability to effectively evaluate, communicate and negotiate complex electric service issues with wholesale and retail customers & management in the ENTERGY, SPP, ERCOT, MAIN, and ECAR markets including, but not limited to:
    - Partial and full requirement power sales, resource management, unit outage, and marketing services transactions

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- System firm, unit firm capacity and energy block sales, purchases, and tolling transactions for periods of 1 month to 20 years
- Transmission and ancillary/control area services as well as regional transmission organization and policy formation (RTO)

✓ Developed and maintained "excellent" relations and contacts with 1) state and federal legal counsels, 2) investor owned utilities, G&T cooperatives, distribution cooperatives, and municipalities in the Louisiana, Oklahoma, Mississippi, Kansas, Arkansas, and Texas markets, 3) PSO's largest industrial accounts, and 4) FERC-approved power marketers and independent power producers.

✓ Ability to lead a project team and Negotiate & Evaluate Various Types of Electric Service-Related Contracts;
(Confidentially, Power Sales, Power Purchases, Interconnect, EEI, and WSPP Agreements)

✓ Professional Power Supply, Sales, and Risk Management Services Proposal Development & Presentation to Existing & Prospective Retail and Wholesale Customers for full power requirements

✓ Team-oriented with the ability to train and manage professional people on structured complex issues/transactions through effective planning, organizing, and internal negotiation from proposal stage to implementation

BARY *K. WARREN*

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➢ *EMPLOYMENT PROFILE*

COMPANY/JOB TITLE	*DATE*
COMPANY: GridLiance Holdco, L.P., Chicago, IL TITLE: Vice President, Business Development (MISO South)	07/2015 to Present
COMPANY: The Empire District Electric Company (Empire); Joplin, Missouri ➢ Empire is an investor owned electric utility, and transmission owning member of the Southwest Power Pool. TITLE: Director of Transmission Policy, Operations, and NERC Compliance	03/2003 to 07/2015
COMPANY: Williams Power Company (Williams); Tulsa, Oklahoma ➢ Williams is a wholly owned subsidiary of The Williams Company. Williams provides energy commodity, price ris management, and power delivery services for the electric cooperative, municipal, and investor owned utility markets TITLE: REGIONAL ORIGINATION DIRECTOR – SPP, Entergy, ECAR, & ERCOT Markets	07/1996 to 10/2002
COMPANY: Central and South West Services (CSWS, now AEP); Tulsa, Oklahoma ➢ CSWS is the services company subsidiary of the Central and South West Corporation. CSWS provided services to PSO, Southwestern Electric Power Company (SWEPCO), West Texas Utilities (WTU), Central Power and Light (CPL), and CSW Energy. TITLE: POWER MARKETING CONSULTANT (Wholesale Power Marketing)	04/1994 to 07/1996
COMPANY: Public Service Company of Oklahoma (PSO); Tulsa, Oklahoma ➢ An investor-owned electric utility subsidiary of the Centra and South West Corporation (CSW) TITLE: MAJOR ACCOUNTS EXECUTIVE (Retail Industrial Marketing)	09/1989 to 04/1994

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➢ *EMPLOYMENT PROFILE(CONT'D)*	
COMPANY: Public Service Company of Oklahoma (PSO); Tulsa, Oklahoma TITLE: TULSA DIVISION INDUSTRIAL SALES ENGINEER (Retail Industrial Mktg.)	06/1988 to 09/1989
COMPANY: Public Service Company of Oklahoma (PSO); Lawton, Oklahoma TITLE: WESTERN DIVISION COMMERCIAL/INDUSTRIAL SALES ENGINEER (Retail Comm./Industrial Marketing)	03/1987 to 06/1988
COMPANY: Public Service Company of Oklahoma (PSO); Bartlesville, Oklahoma TITLE: NORTHERN DIVISION SENIOR ACCOUNT SPECIALIST (Retail Comm./Industrial Marketing)	10/1985 to 03/1987
COMPANY: ARKANSAS POWER & LIGHT (APL); Blytheville, Arkansas ➢ An investor-owned electric utility subsidiary of the Entergy Corporation (Entergy) TITLE: ARK-MO. DIVISION CUSTOMER SERVICE ENGINEER (Retail Industrial Marketing)	05/1985 to 10/1985

EDUCATION SUMMARY

SCHOOLS ATTENDED:	*DEGREE/DIPLOMA:*	*MAJOR/MINOR:*	*YEAR:*
OKLAHOMA CITY UNIVERSITY Tulsa, Oklahoma	MASTERS	BUSINESS ADMINISTRATION (High Honors)	1997
UNIVERSITY OF MISSOURI AT ROLLA Rolla, Missouri	BACHELOR OF SCIENCE	ELECTRICAL ENGINEERING (GPA: 3.1)	1985
CLEVER HIGH SCHOOL Clever, Missouri	HIGH SCHOOL	VALEDICTORIAN (GPA: 3.93)	1980

BARY *K. WARREN*

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TRAINING SUMMARY

- Empire Leadership and Ethics Training
- Electricity Law – Hempling Seminars sponsored by the Arkansas Public Service Commission
- Diversity in the Work Place
- Energy Futures and Options by Princeton Energy Program
- Power Technologies Incorporated (PTI) Transmission Access and Wheeling Training
- Negotiating Power Sales Contract Training, Negotiate To Win Training
- Managerial Grid, Versatile Sales Training, Counselor Sales Training,
- Proposal Writing, Strategic Sales Writing, Time Management,
- Regulatory Witness Training, Financial Analysis Training, Interpersonal Skills & Customer Relations

✧ *PERSONAL*

✧ Married with two (2) children – married daughter age 33 (Nashville); single son 24; adopted grandson 10 months

✧ Enjoy all sports (especially golf, baseball and football), domestic projects, hunting, fishing, and boating

✧ Family and Christian Values Important

✧ Frequent work related overnight travel acceptable

✧ Willing to relocate

REFERENCES AND FURTHER INFORMATION CAN BE MADE AVAILABLE UPON REQUEST

James E. Useldinger, P.E.

Home
14633 S. Blackfeather Drive
Olathe, KS 66062
913-829-8080
jim.useldinger@gmail.com

Business
2 N. LaSalle Street, Suite 400
Chicago, IL 60602
D 816-492-2025
M 816-719-9718
juseldinger@gridliance.com

SUMMARY

I am a registered Professional Engineer and certified NERC Reliability Coordinator System Operator with over 30 years of transmission system operations and planning experience in the electric utility industry. I maintain excellent leadership and communication skills with broad industry experience in North American Electric Reliability Corporation (NERC) and Southwest Power Pool (SPP) activities. I strive to continue my career as a leader in the area of transmission system operations.

PROFESSIONAL EXPERIENCE

GRIDLIANCE, Chicago, IL

- **Vice President, Operations** **2015-present**
  Responsible for the development of the operations department to operate and maintain reliable operation of the Gridliance assets for the following Gridliance companies:
    - Gridliance Heartland and subsidiaries South Central MCN, Midcontinent MCN, and Mid-Atlantic MCN
    - Gridliance Texas Holdings and its subsidiary Gridliance Texas Transco

KANSAS CITY POWER & LIGHT CO., Kansas City, MO **1994-2015**

- **Manager, Transmission System Operations** (2008-2015)
- **Manager, Transmission Planning and Operations** (2006-2008)
  Responsible for the reliable and safe operation of over 3300 miles of 345/161/69 kV transmission lines serving 820,000 customers in the Kansas City (Kansas and Missouri) service area. I have maintained an excellent operations staff of qualified Transmission System Operators, Operations Engineer, and Operations Trainer. I am the subject matter expert for all transmission operations reliability compliance with respect to NERC Reliability Standards and SPP Criteria and take the lead role for transmission operations during NERC reliability audits. I have participated as a SPP certification team member for TOP, BA, and EMS on-site NERC certification reviews. I represent KCP&L in a leadership role as current chairman of the SPP Operating Reliability Working Group (ORWG), member of the SPP Events Analysis Working Group (EAWG), member of the NERC EMS Working Group (EMSWG), and member of the NERC Real-Time Monitoring and Analysis Capabilities SAR Drafting Team (RMAC SAR DT). I represent SPP RE as a member of the NERC Operating Committee (OC).
- **Supervisor, Transmission Planning** (1997-2006)

Responsible for the long-term transmission planning and operations planning functions of the KCP&L bulk transmission systems. Developed transmission expansion plans and provided real-time operations support in areas of constraint management and transmission equipment outage coordination and modeling.

- **Transmission Planning Engineer** (1994-1997)
  Staff transmission planning engineering position responsible for reliability analysis of bulk power transmission system, load serving system planning, and modeling.

WESTERN RESOURCES INC., Topeka, KS 1992-1994
KANSAS GAS & ELECTRIC CO., Wichita, KS 1983-1992

- **System Planning Engineer** (1987-1994).
  Staff planning engineering position responsible for reliability analysis of the bulk power transmission system, power supply analysis, and system modeling.

I also held various positions at KG&E prior to 1987 including Construction and Maintenance Supervisor, Distribution Engineer, and Nuclear Plant Startup Engineer.

NERC and SPP ACTIVITIES

NERC Operating Committee – current member – representing SPP Regional Entity
NERC EMS Working Group – current member
NERC Real-Time Monitoring and Analysis Capabilities SAR Drafting Team – current member
SPP Operations Reliability Working Group – current Chairman
SPP Events Analysis Working Group – current member

EDUCATION and CERTIFICATION

B.S.E.E., 1983 Wichita State University - Wichita, Kansas
Licensed Professional Engineer, **Kansas** 1997-present #14700
NERC Certified System Operator, 2005-present #RC200512533
Continuing Education: Minimum required 200 hours over 3 year renewal period to maintain NERC certification. Minimum required 40 hours over 2 year renewal period to maintain PE license.

PERSONAL

Married, Four Children, Excellent Health
Interests: Family, Gardening, Running, Music
Coaching Youth Sports Team Coach
3rd Degree Knight, Knights of Columbus Council #7909, Prince of Peace Church, Olathe, Kansas

James Neal Chapman II, P.E.

6817 Eagle Crest Ct
Pacific, Missouri 63069
(636) 271-6995
mogam947@gmail.com

Employment

Director – Project Development LS Power Development, LLC January 2010 to Present	Development work on new transmission projects in NY, NJ, DE, MA, MS, LA, CA, AZ, IL, IN, MI, OH, PA, VA, KS, IA, AR, TX, FL, WV, OK, NV and Alberta. Primary technical oversight on the creation of a new regulated transmission only utility. Oversee the routing, certification, design and construction of 240 miles of double circuit 345kV transmission and three substations. Technical resource on CNN application on five 345kV transmission projects in TX and one in NY. Develop transmission line maintenance procedures and staffing of the new utility. Provide cost estimates and schedules for new transmission line projects.
Consulting Transmission Line Design Engineer/ Transmission Maintenance Engineer Ameren Services August 1999 through 2009	Responsible for developing and maintaining transmission maintenance and operations budgets for 7000+ miles of existing 110kV and above transmission lines. Worked closely with landowners, developers and state agencies to manage mutually agreeable plans for transmission corridor development. Served as project manager on new transmission lines. Developed cost estimates and schedules for interconnecting generation facilities through the MISO and PJM ISOs. Provide technical guidance on conductor rating methodologies. Provide technical guidance on transmission design standards and guidelines.
Co-Op/Engineer I City Utilities of Springfield Summer-Fall 1995 & 1996	Engineered relocations of 69KV and lower distribution facilities. Developed and maintained customer feeder network database. Helped develop distribution standards.

Education

Bachelors of Science in	Bachelors of Science in Electrical Engineering – Missouri S&T

JAMES NEAL CHAPMAN II, P.E.

Engineering

Projects

Development work on numerous transmission project proposals across the United States and Canada
Development of 345kV line proposals (125 total miles) in New York State
Development of 500kV line proposal (115 miles) in California and Arizona
CCN application for 2 new 345kV lines (95 total miles) in Texas
3 new double circuit 345kV lines (240 total miles) in Texas
3 new substations in Texas
2 New 138kV tubular monopole lines feeding a major Illinois refinery
New 138V monopole line to co-op substation
New 138kV wood H-frame line in Missouri
Numerous maintenance projects and contracts
Modified/Re-routed existing lines for DOT's and developers in Missouri and Illinois
110-230kV ratings upgrades in Missouri and Illinois
Re-conductor double circuit 138kV lattice tower line inside railroad right-of-way
Re-conductor 345kV Wabash River crossing
Re-conductor double circuit 138kV Mississippi River crossing
Re-conductor 138kV wood H-frame line in Illinois
Development of 345kV line in New York State
Development of transmission line rating methodology
Development of new FERC accounting methodology for merged utilities
Development of Retirement Unit accounts for new utility

Professional Affiliations and Groups

IEEE – Power Engineering Society, Standards Association
Vice-Chairman of the Overhead Conductors and Accessories working group in IEEE
CIGRE

Past Affiliations and Groups

Project Advisor for EPRI projects
Project Advisor for NEETRAC projects

Professional Registration

Licensed Professional Engineer in the State of Missouri
Licensed Professional Engineer in the State of Texas
NCEES

EXHIBIT NLW-6

KEVIN A. HOPPER, P.E.

771 N. Summercreek Crt. • Springfield, MO 65802 • (417) 830-1737 Cell • Email: Kevinandkathyhopper@icloud.com

Qualified for:

• CEO and General Manager •

PROFESSIONAL PROFILE

- Proven professional with more than 25 years of progressive accomplishments in electric utility & telecommunications.
- Dedicated to excellence in service and in building relationships.
- Effective achiever, able to meet all goals while staying within budgetary constraints.
- Motivated self-starter, exhibiting high ethics, hard work, dedication, competence and confidence, underscored by a personal commitment to outstanding professional performance.
- Respected team builder, able to empower others to achieve common goals.

AREAS OF EXPERTISE

- Transmission
- Distribution
- Generation
- Telecommunications
- Oral Communication
- Detail Oriented
- Supervising
- Contracts
- Operations
- Future Planning
- Revenue Management
- Decision Making
- Labor Relations
- Problem Solving
- Compliance
- Negotiating
- Strategic Planning
- Regulations/Legislation
- Industry Developments
- Presentations
- Written Communication
- Policies & Procedures
- Business Plans
- Decision Making

PROFESSIONAL BACKGROUND

COOPERATIVE UTILITY LEADERSHIP

Plan, coordinate, and manage the engineering and operations functions which include: distribution, transmission, substation, and telecommunications; developing and implementing tactical and strategic plans; and ensuring compliance with corporate goals and objectives.

Companies: AECI, twenty distribution and all six member G&Ts, AMEC, NRECA, SPP, TVA and others.

- $30 million in cost savings through minimizing outage time.
- Top rated Mod Factor in MECIP pool in 2001 and 2002 through enhanced training and safety focus.
- 200% increase in profitability through strategic operational enhancements.
- $355 million in AECI Board approved transmission projects since 2008.
- Received 2010 & 2014 AECI Innovative Action Team Excel Award.
- Ranked #1 Speaker at 2010 MSPE Annual Convention.

EDUCATION

- **M.B.A.,** Drury University**,** Springfield, MO (August, 1988)
- **B.S. in Electrical Engineering,** Minor: Computer Science, Missouri University of Science & Technology, Rolla, MO (July, 1985)

  Continuing Education: University of Virginia Leadership for Extraordinary Performance, AECI Executive Development Program, Public Speaking, Priority Advantage-Mission, Vision & Priorities

EXPERIENCE

- AECI
  Springfield, MO

  Manager, Transmission Planning May 2008 – Present
  Annual Projects: $50 Million
  Staff: 6-8 plus consultants and contractors
  Managed: Member Relations; FERC, NERC and SERC Compliance-related Studies; Long-range Member Transmission Plans; Strategic Utility Relationships; Member Technical Support; Regional Coordination and Planning; Generation Interconnection Studies; Board of Director Reports and Papers; and Various Transmission Projects, including $27 million 500/345 kV West New Madrid substation.
  Achievements: Developed and implemented consolidated 10 year LRP process for members.

- Sho-Me Power Electric Coop.
  Marshfield, MO

  Chief Operating Officer Jul 1992 – May 2008
  Annual Budget: $24 - $45 Million Advancement
  Staff: 105 plus contractors
  Territory: 1,700 miles & 160 substations
  Managed: Communications System, 3,000 KW hydroelectric plant, Member Relations, Strategic Planning; Board Relations, Staffing, Construction Engineering
  Achievements: Designed and implemented automated SCADA, GIS remote communications system resulting in a 95% increase in outage restoration performance.

  Staff Electrical Engineer Jul 1985 – Jul 1992
  Promoted
  Duties: Electrical Engineering Planning, Load-flow Studies, Forecasting, Short-circuit Studies, Relay Setting, Breaker Coordination, Substation Design, and Supervision.

  Intern May 1981 – Jan 1985
  Graduated
  Duties: Assisted Meter & Relay Technicians, Communication Technicians, Substation Mechanics, Survey Crew and Line Crews as a laborer. Performed Draftsman and other duties as directed.

- Sho-Me Technologies, LLC
  Marshfield, MO

  Manager Sep 2004 – May 2008
  Annual Revenue: $19 Million Advancement
  Staff: 30
  Duties: Planning, Organization Marketing, Engineering, Design, Customer Support, New Sales Development, Relationship Building, and Strategic Direction.
  Achievement: 2005 Sprint PCS Vendor of the Year.

AFFILIATIONS

- Member, SERC Engineering Committee
- Institute of Electrical and Electronic Engineers (IEEE)
- National Society of Professional Engineers (NSPE)

KEVIN A. HOPPER

771 N. Summercreek Crt. • Springfield, MO 65802 • (417) 830-1737 Cell • Email: Kevinandkathyhopper@icloud.com

REFERENCES

- Professional – I know all these individuals through my career at Sho-Me and AECI.

Mr. James Ashworth
CEO/General Manager
Southwest Electric Cooperative
1023 S. Springfield Ave.
Bolivar, MO 65613
417-326-5244
jashworth@swec.coop

Mr. James Bagley
CEO
Raccoon Valley Electric Cooperative
28725 Highway 30
Glidden, IA 51443-0486
712-830-4182
jimb@rvec.coop

Mr. Chris Cariker
Executive Vice-President & CEO
KAMO Power
500 S. KAMO Drive
Vinita, OK 74301-0577
918-244-2110
ccariker@kamopower.com

Mr. Barry Hart
Exec. Vice President/CEO
Association of Missouri Electric Cooperatives
2722 E. McCarty Street
Jefferson City, MO 65102
573-680-2010
bhart@amec.org

Mr. Tom Houston
General Manager
Webster Electric Cooperative
120 Vivian St.
Marshfield, MO 65706
417-880-5289
Houston@websterec.com

Mr. Dave McDowell
CEO/General Manager
N.W. Electric Power Cooperative
1001 West Grand Avenue, P.O. Box 565
Cameron, MO 64429
417-848-0877
dmcquitty@nwepc.com

- Personal – Mr. Casady is our pastor, Kent is a life-long friend, and I became friends with Denny through church.

Mr. Bob Casady
Lead Pastor
Schweitzer UMC
2747 E. Sunshine St.
Springfield, MO 65804
417-881-6800
rcasady@schweitzerumc.org

Mr. Kent Davis
726 E. Meremec Lane
Nixa, MO 65714
417-766-6374
ousooner31@yahoo.com

Mr. Denny Reeves
2302 E. Cherry
Springfield, MO 65802
417-414-8522
denny@nvesthomes.com

- Contact – I have had a 20-plus year relationship with Mr. Jura, first at Sho-Me and now AECI.

Jim Jura, AECI's CEO, has a practice of not serving as an official reference for positions that ultimately end up on the Board of Directors. He has given his permission to be contacted with respect to my capabilities for this position. He can be reached at 417-881-1204 or jjura@aeci.org.

EXHIBIT NLW-7

GRIDLIANCE

Internal Compliance Program

1

Best In Class Overview

2

HIGHLY CONFIDENTIAL INFORMATION REMOVED

3

HIGHLY CONFIDENTIAL INFORMATION REMOVED

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HIGHLY CONFIDENTIAL INFORMATION REMOVED

EXHIBIT NLW-8

ELECTRIC UTILITY OPERATIONS

Office Safety

HIGHLY CONFIDENTIAL INFORMATION REMOVED

HIGHLY CONFIDENTIAL INFORMATION REMOVED

Warehouse Operations

HIGHLY CONFIDENTIAL INFORMATION REMOVED

Vehicle Operations

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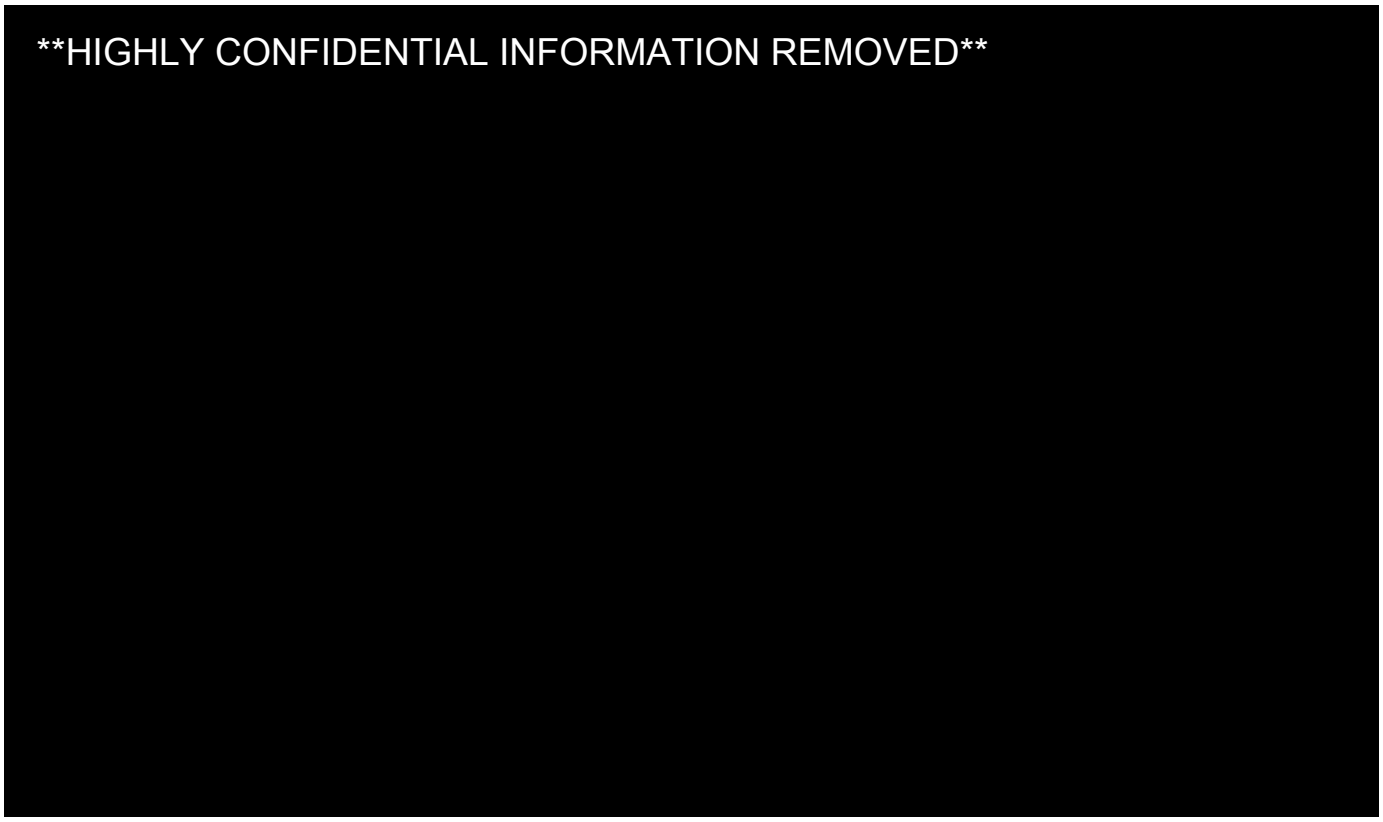
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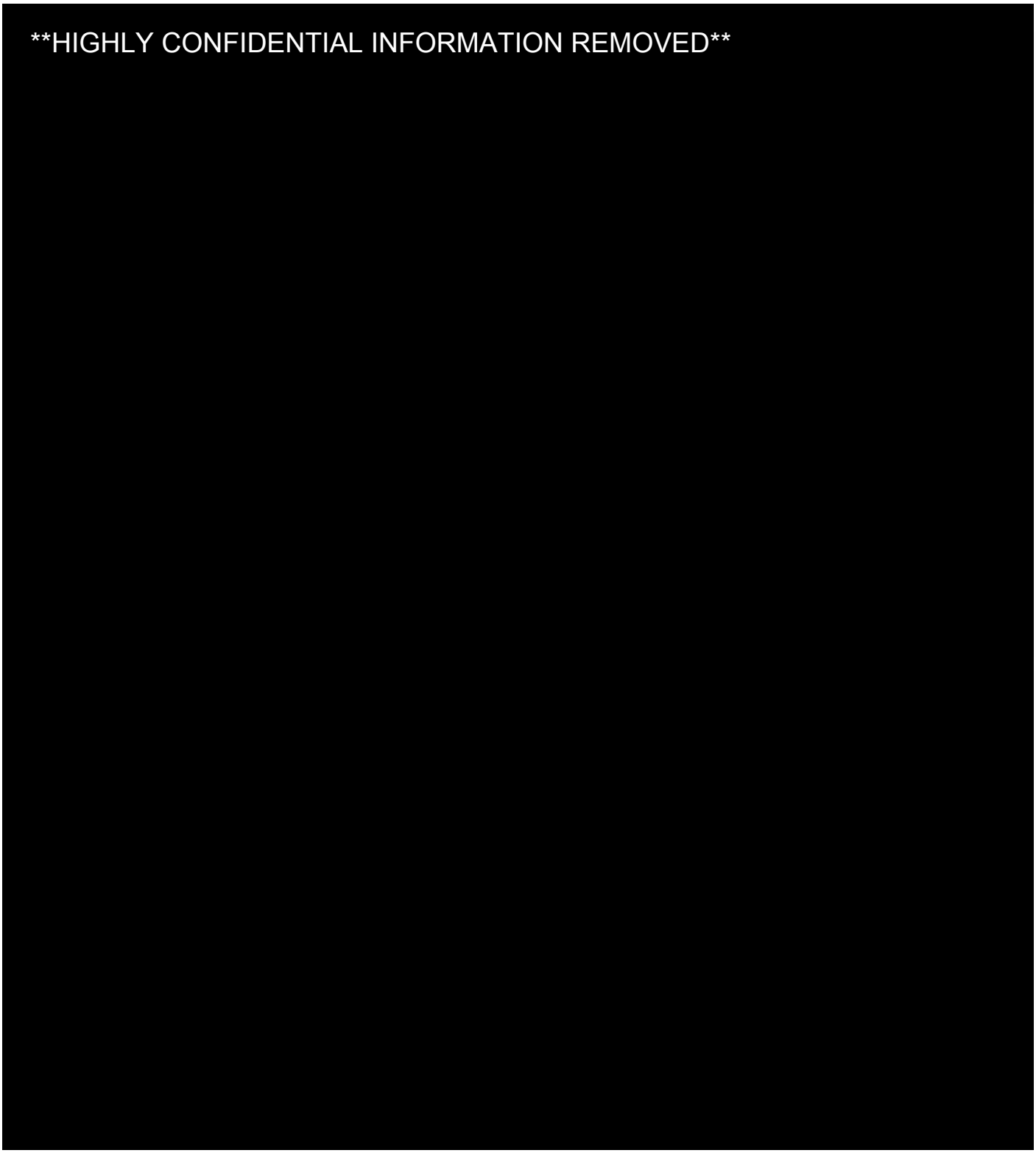
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Vehicle Maintenance

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HIGHLY CONFIDENTIAL INFORMATION REMOVED

Work Zone Safety (Traffic Control)

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Tools and Equipment

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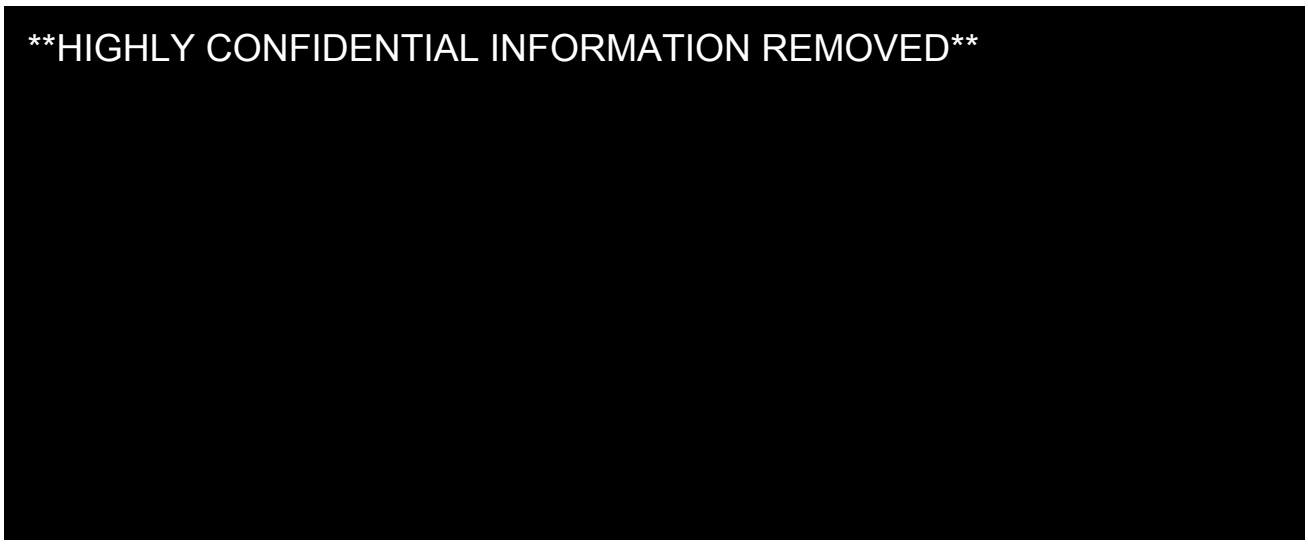
Overhead Distribution and Transmission



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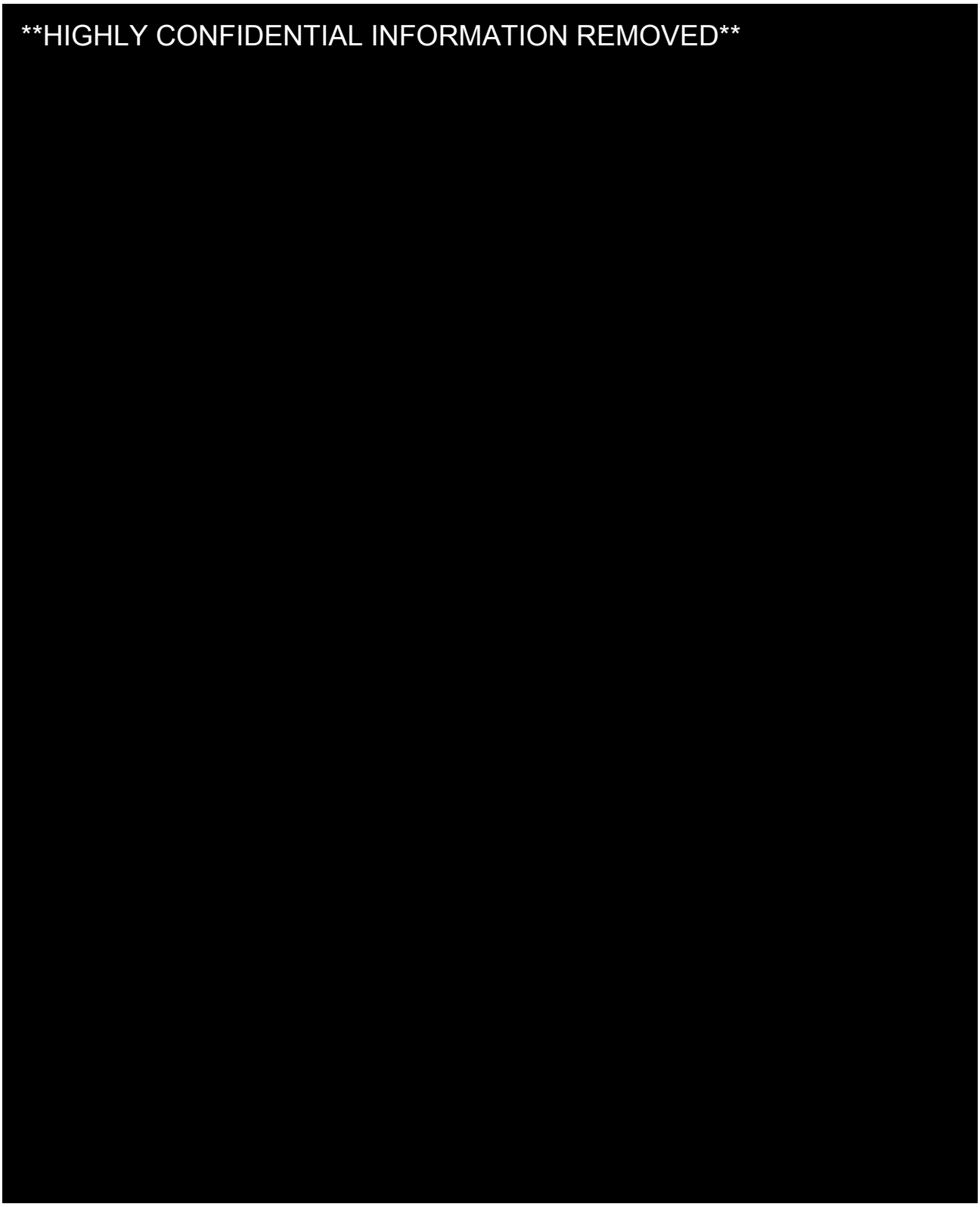
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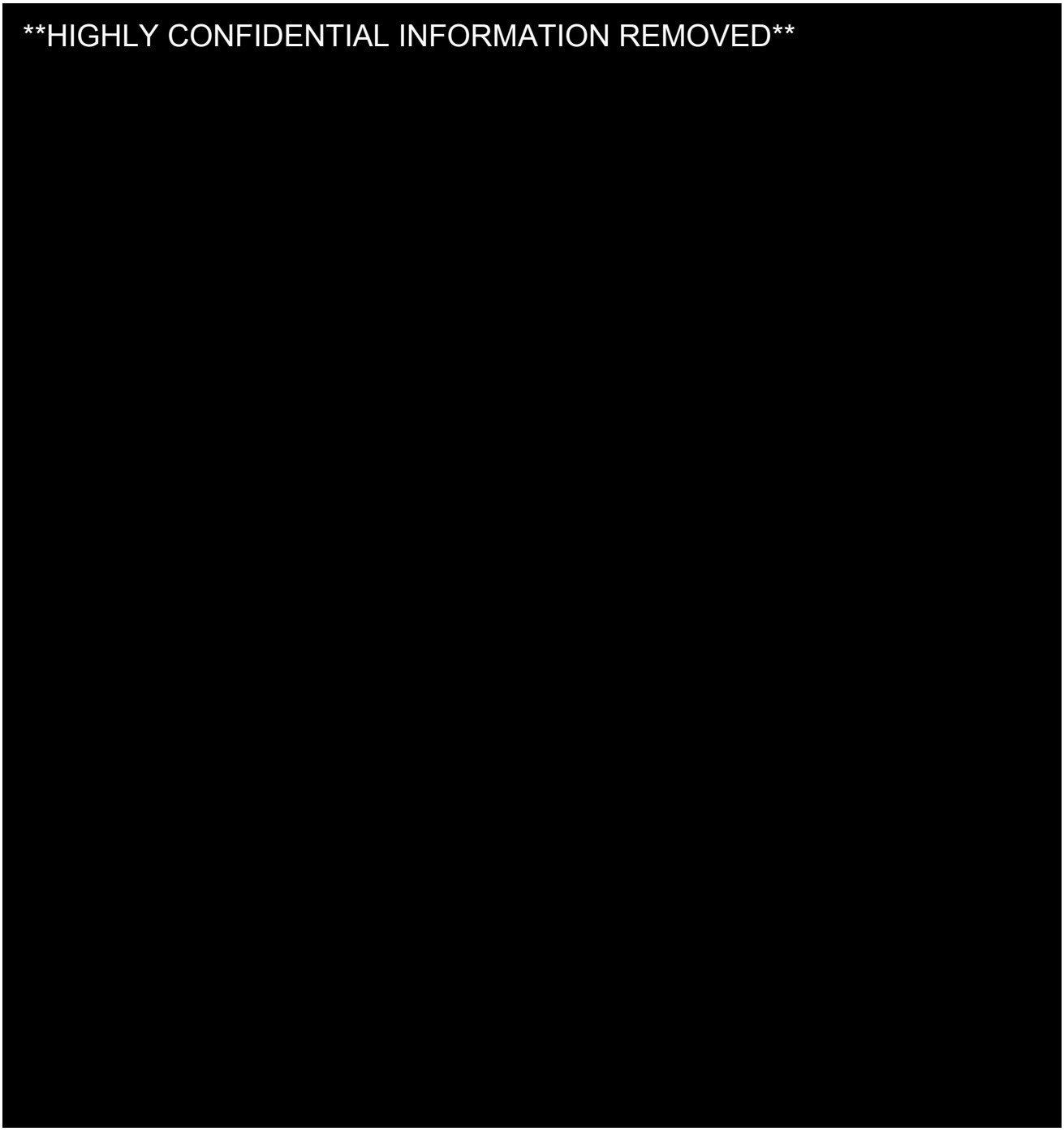
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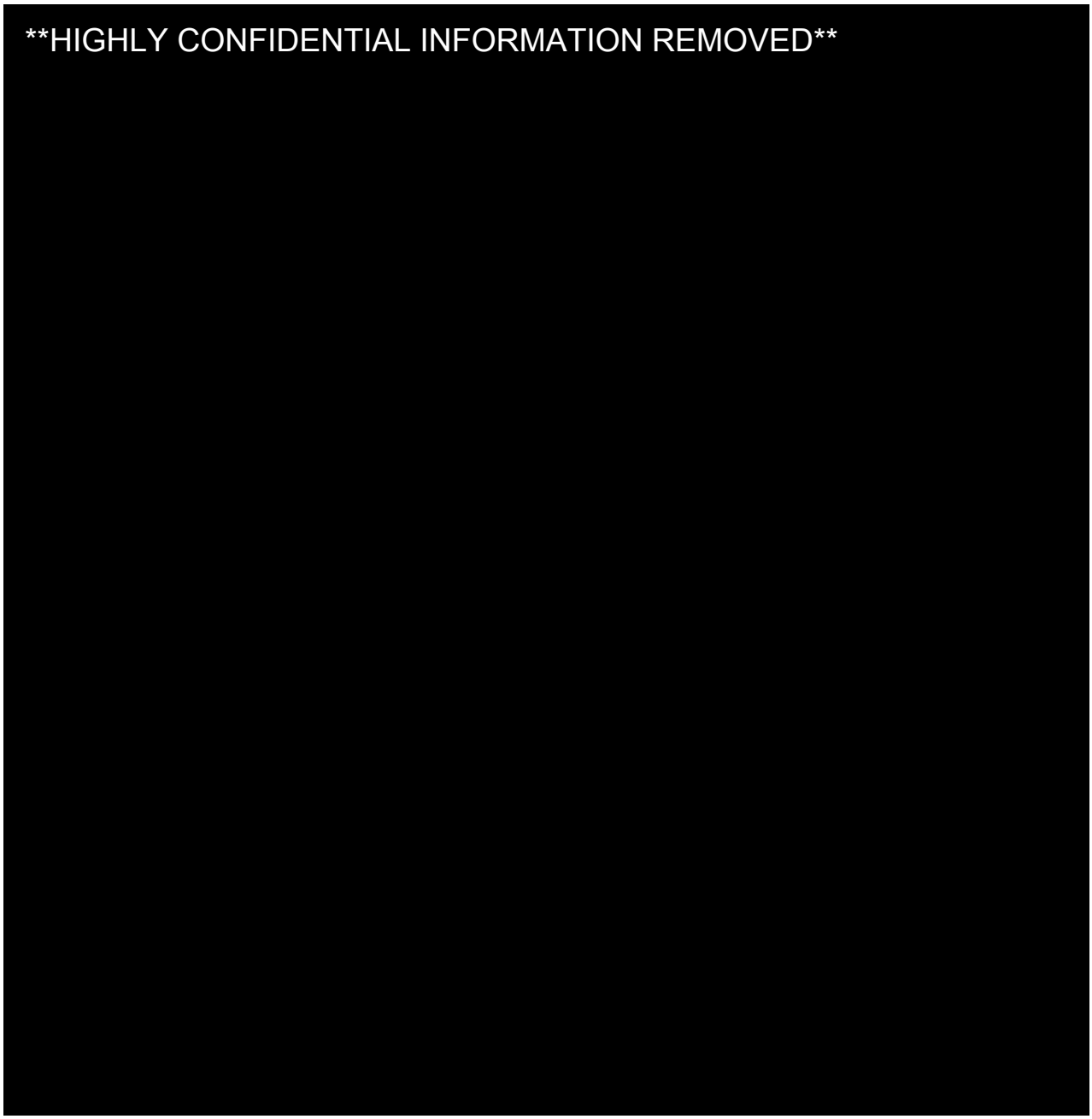
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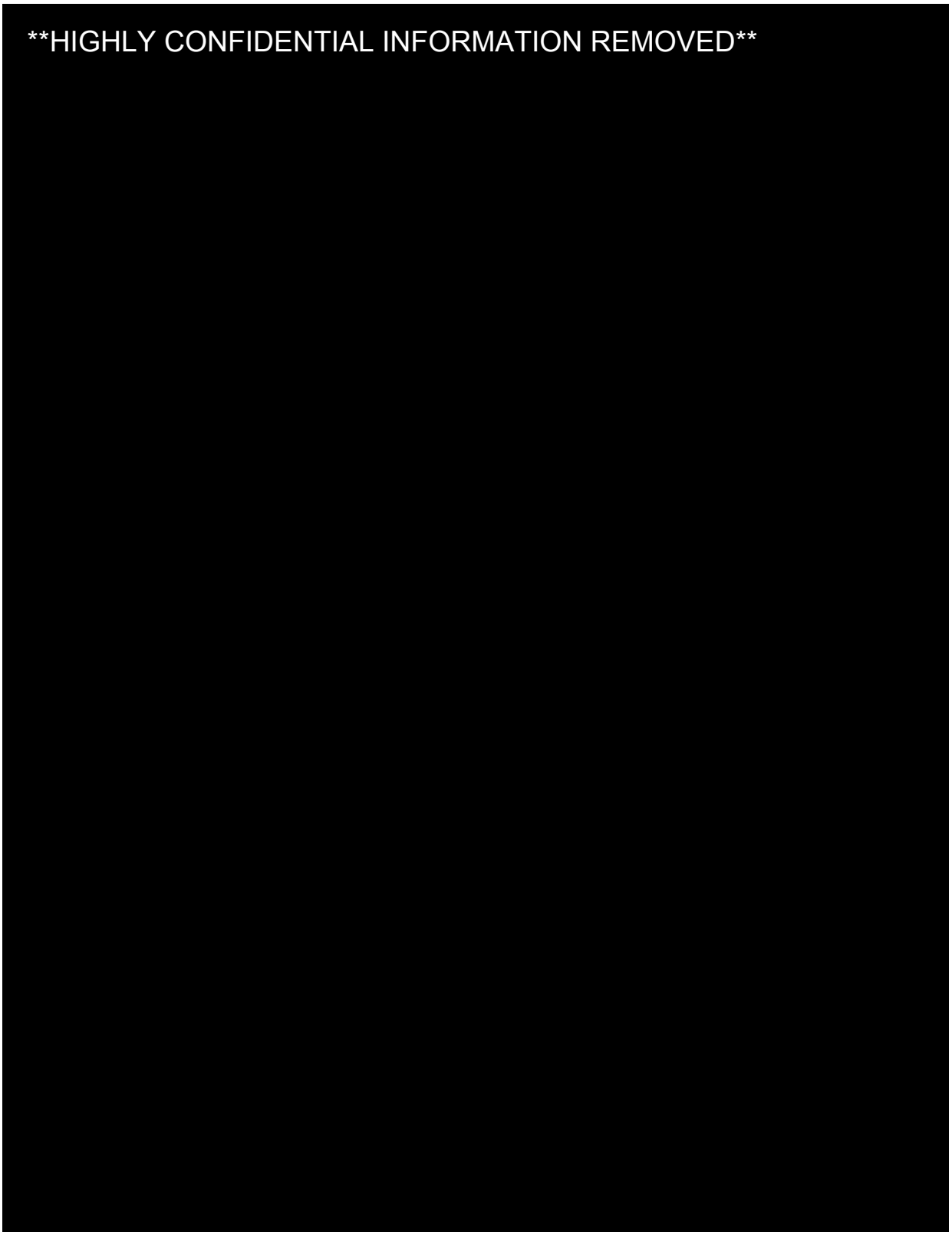
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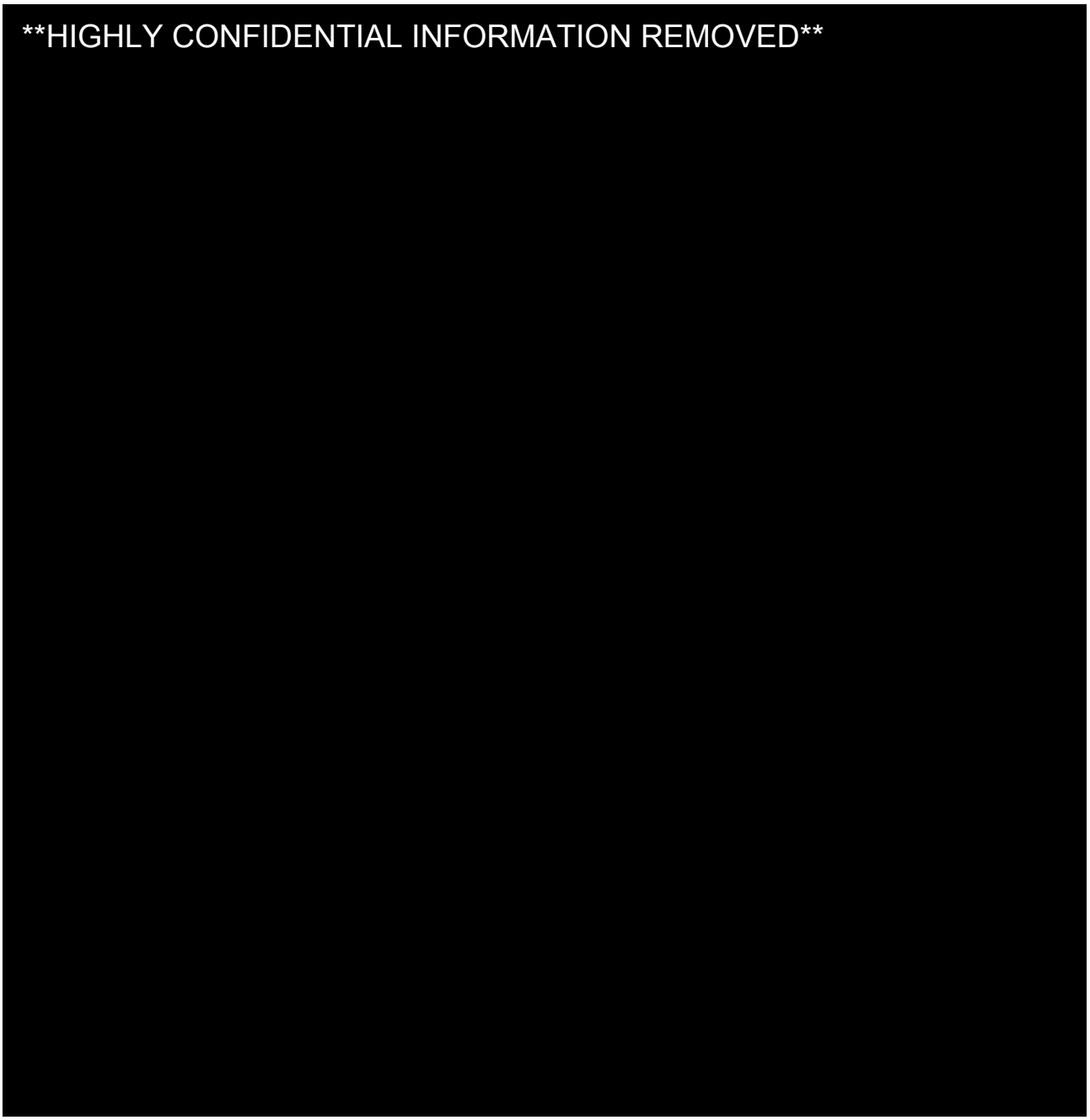
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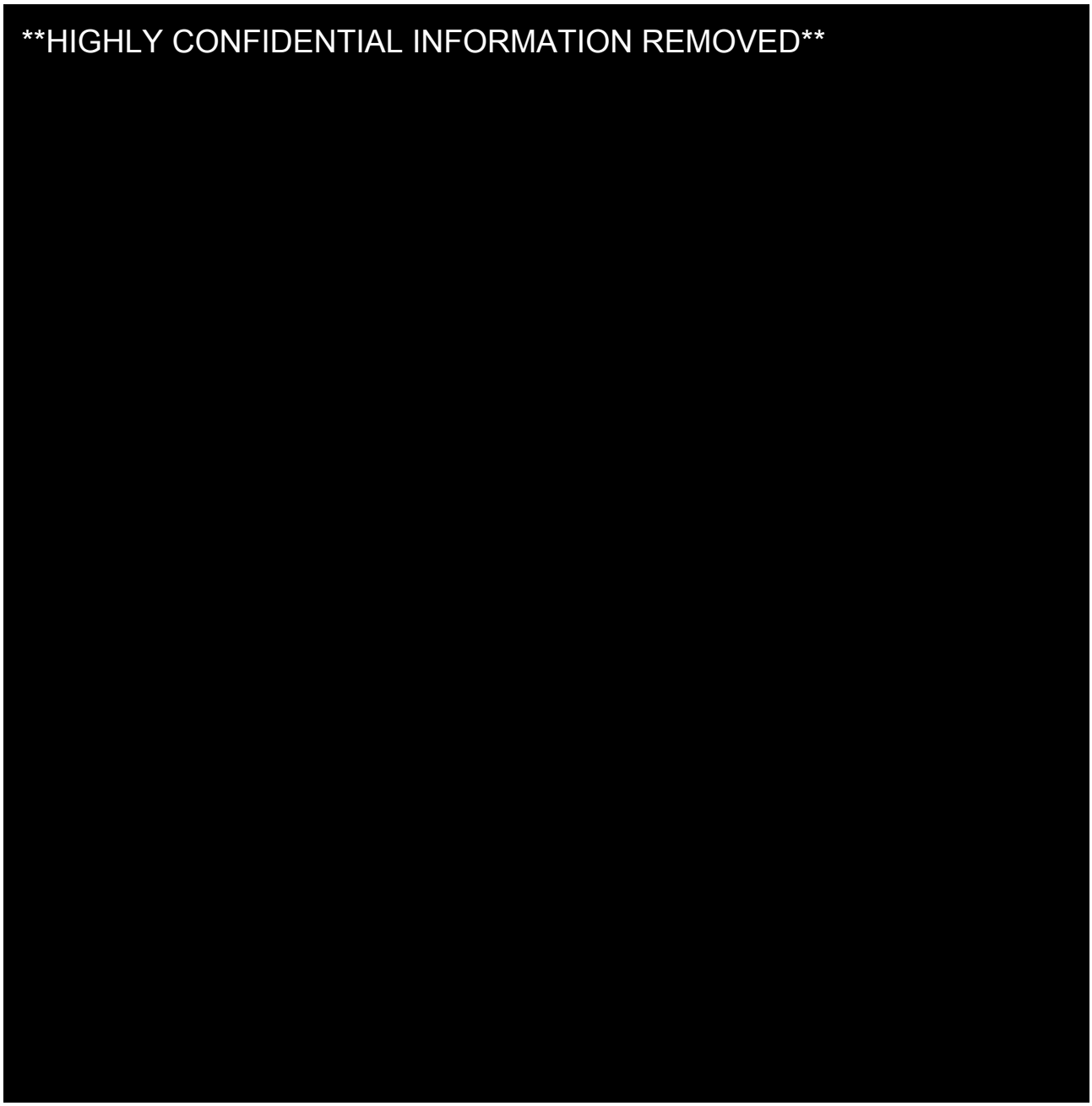
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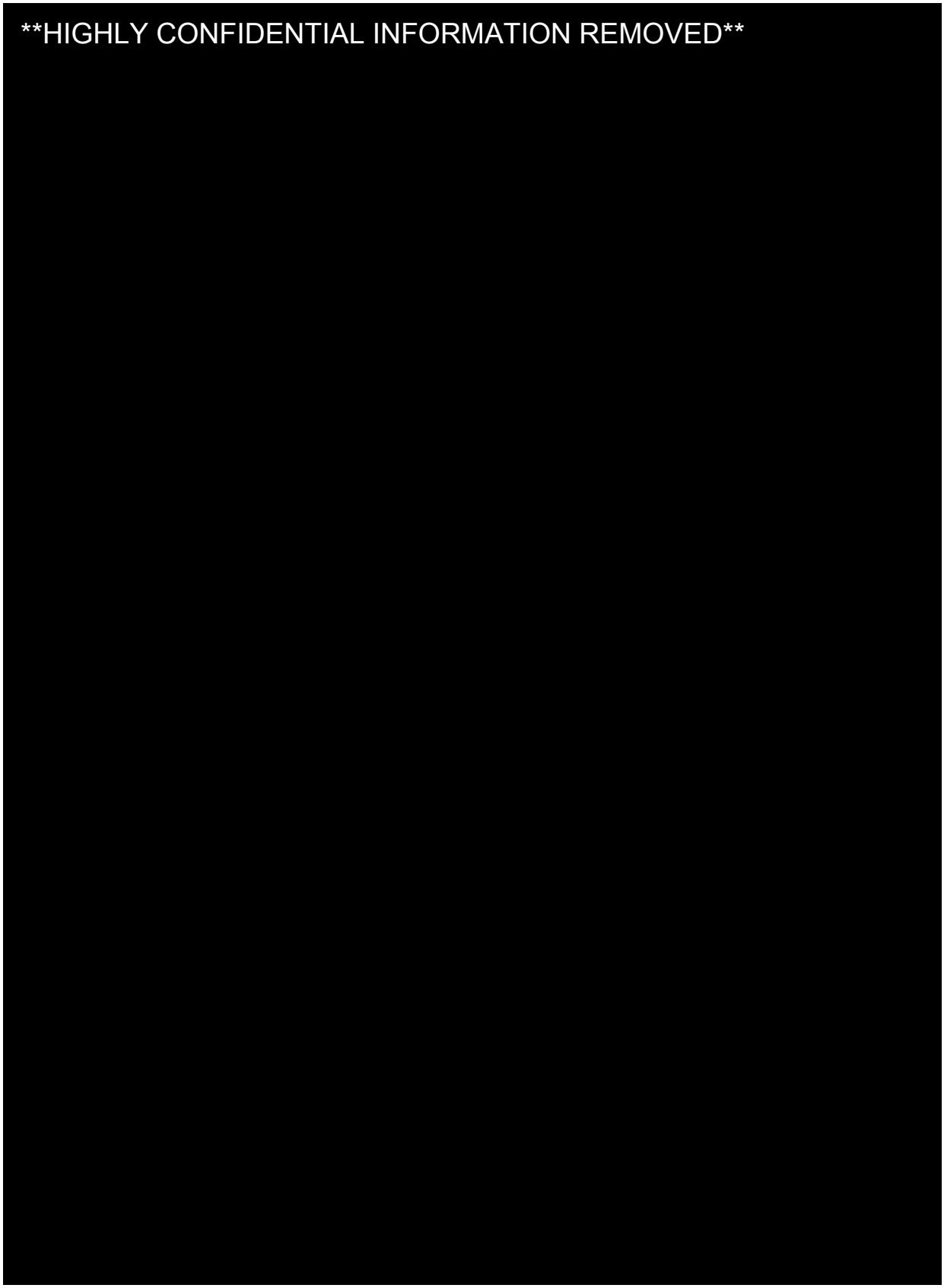
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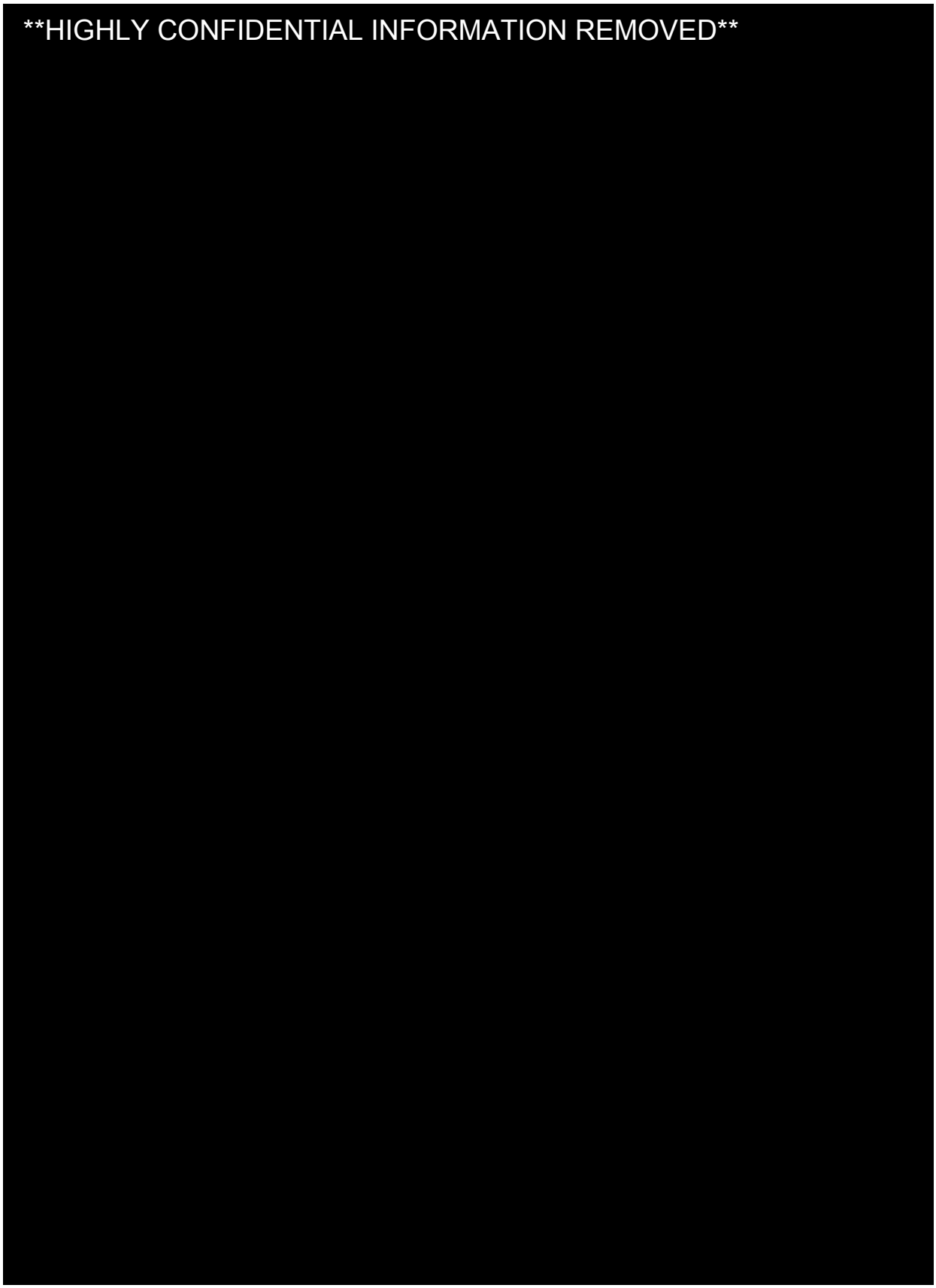
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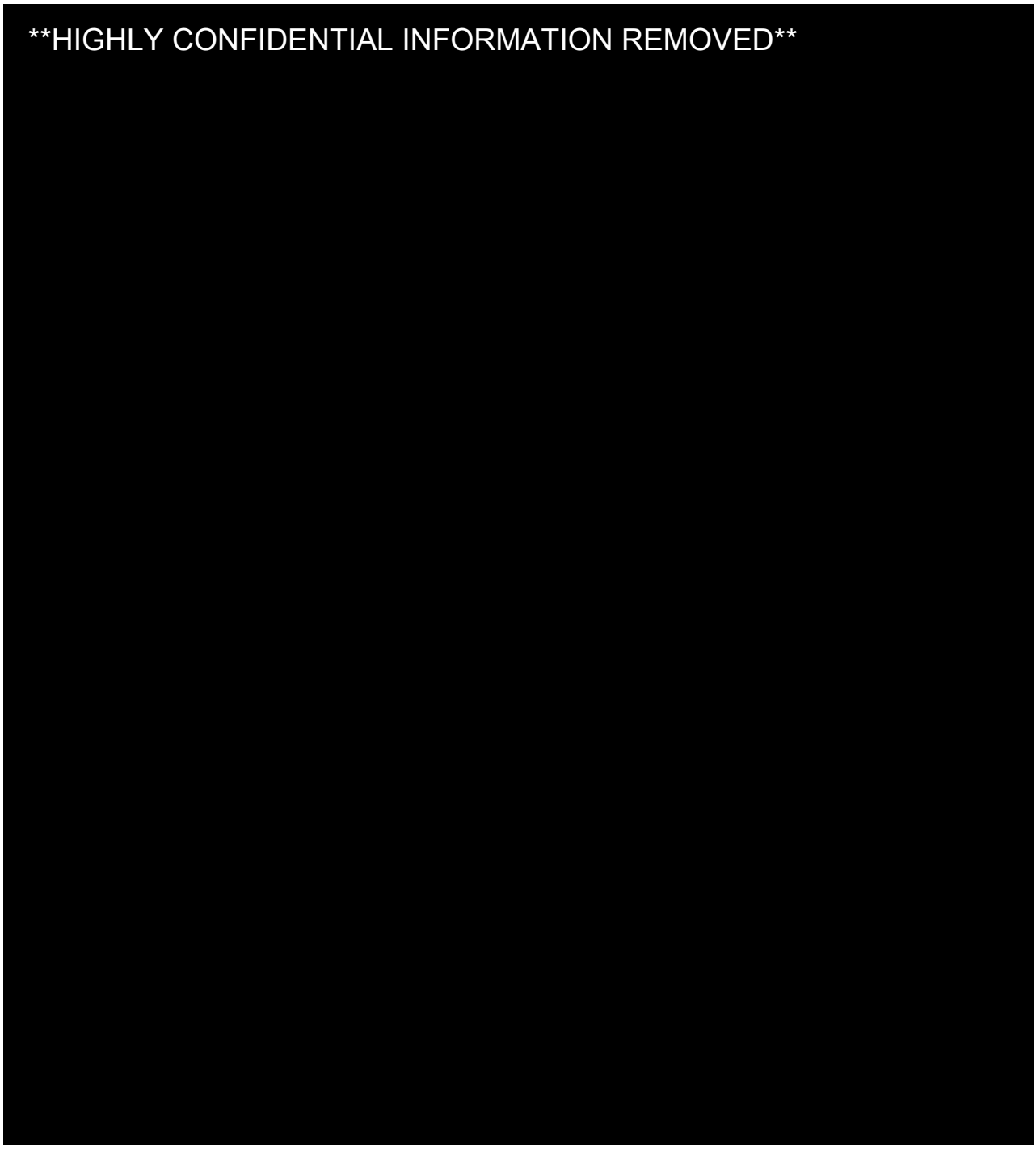
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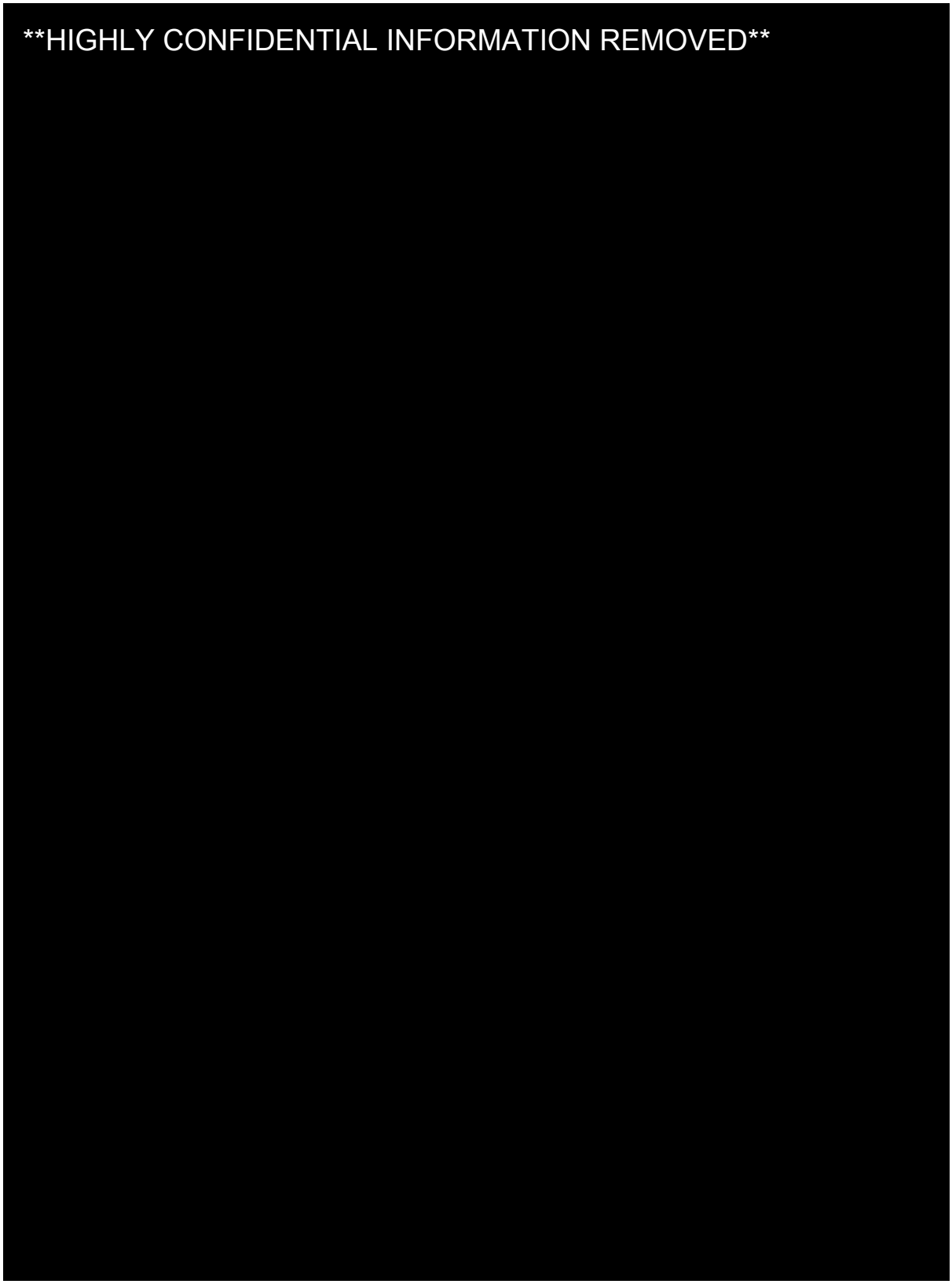
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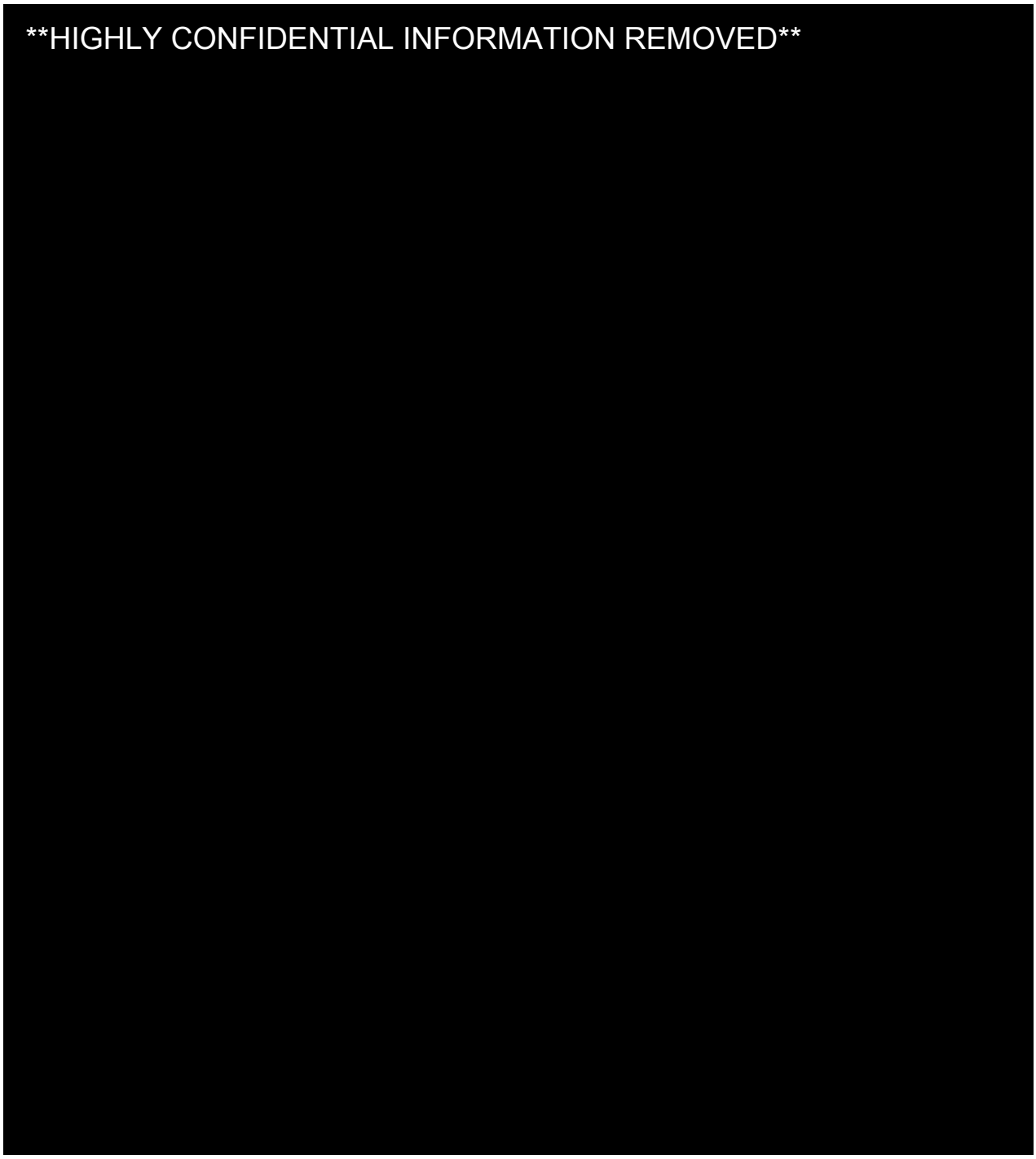
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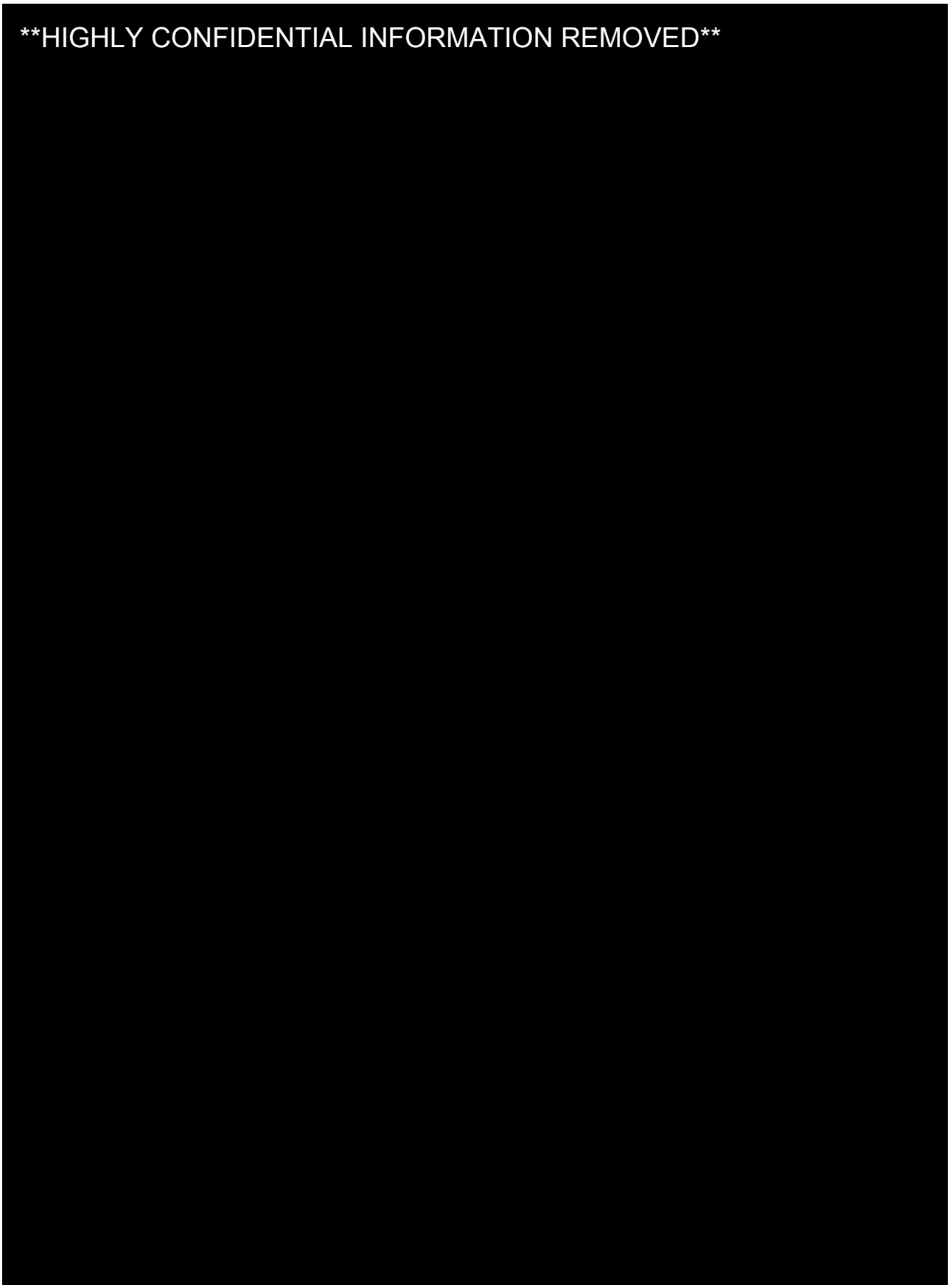
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CITY UTILITIES

Bringing Power Home.℠

October 29, 2014

N. Beth Emery
Senior Vice President, General Counsel & Secretary
South Central MCN, LLC.
1201 Briarcliff Parkway
Second Floor
Kansas City, MO 64116

Re: Southwest Power Pool (SPP) – Qualified RFP Participant (QRP) Application

Dear Ms. Emery:

This letter is provided for South Central MCN, LLC (SC-MCN), to include in its "Managerial Criteria Information" in its amended application to the Southwest Power Pool, Inc. (SPP) to be a QRP. Specifically, SPP has asked for information, *inter alia*, in the following areas of Transmission Operations:

- Control center operations
- NERC compliance process and compliance history
- Registration or ability to register for compliance with applicable NERC reliability standards

SC-MCN and City Utilities (CU) have been discussing CU's role of providing control center and related NERC compliance responsibilities for SC-MCN upon closing of the proposed acquisition by SC-MCN of existing transmission assets of one or more municipal utilities in Missouri. This letter constitutes evidence of our interest to be considered for such services from the time the acquisitions are closed until SC-MCN becomes a NERC–certified control center. Of course, our provision of such services would be subject to the negotiation of a contract containing mutually acceptable terms and conditions.

Thank you again for considering City Utilities to provide support in this area.

Sincerely,

Steven A. Stodden
Associate General Manager – Electric Supply

301 EAST CENTRAL • PO BOX 551 • SPRINGFIELD, MISSOURI • 65801-0551 • (417) 863-9000 • WWW.CITYUTILITIES.NET

DRAFT 12/1/15

Agreement for the Performance of Transmission System Operator Functions

This Agreement for the Performance of Transmission Operator Functions (Agreement) among South Central MCN LLC (SCMCN) and City Utilities of Springfield (Control Center Utility or CCU), (together, the Parties) is effective as of this ___ day of__, 2015.

WHEREAS SCMCN has purchased certain transmission facilities and equipment (Facilities), described in Attachment B to this Agreement,

WHEREAS SCMCN plans to transfer Facilities to the functional control of Southwest Power Pool (SPP), pursuant to an executed Membership Agreement between SCMCN (as Transmission Owner) and SPP (as Transmission Provider),

WHEREAS SCMCN and CCU intend to share the transmission system operations for the Facilities and related responsibilities as set forth in Attachments A, B and C,

WHEREAS no other agreement between the Parties explicitly addresses administration of operations functions and, as such, SCMCN and CCU have agreed to enter into this Agreement to clarify each Party's roles and to coordinate and align the Parties' respective operations responsibilities,

NOW, THEREFORE, in accordance with the above and for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Purpose of Agreement. This Agreement establishes the respective transmission operation responsibilities of CCU and SCMCN for the SCMCN-owned Facilities described in Attachment B. Attachments A, B, and C to this Agreement may be revised from time to time, without formal amendment of this Agreement, reflecting the mutual agreement of the Parties to specific revision-levels of Attachments A, B, and C and as captured in the version control blocks of the respective Attachments.

1.1 SCMCN will perform operations functions of a physical nature, including those field operations relating to the physical operation of the Facilities.

1.2 CCU will perform all those functions of a systems nature (defined here, and for the purposes of this Agreement, as Control Center Functions) and which arise from CCU's operation of the control center.

2. SCMCN Functions. Except as provided elsewhere in this Agreement, SCMCN will own, operate, and maintain the Facilities, or cause the Facilities to be operated and maintained by a third party. Except as provided herein, SCMCN will perform, or cause to be performed, all responsibilities of a Transmission Owner, Transmission Planner and Transmission Operator (as such terms are defined by the North American Electric Reliability Corporation, or its successor) for the Facilities as defined and as may be required by the North American Electric Reliability Corporation pursuant to its authority under Section 215 of the Federal Power Act (16 U.S.C. § 824n).

3. CCU Functions. CCU, as owner and operator of a control center with the capability of performing Control Center Functions in support of SCMCN's Facilities, will perform the TOP functions identified in Attachment A with respect to the Facilities identified in Attachment B.

4. Term. This Agreement shall become effective as of the date of execution. Unless sooner terminated as otherwise specifically provided in this Agreement, this Agreement shall continue in full force and effect for an Initial Term of five (5) years and shall continue for additional terms of two (2) years unless terminated as set out below (such two year extensions to be referred to as the Extended Term).

5. Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

5.1 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

5.2 No Limitation by Insurance. The obligations under this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

6. Unilateral Termination. Either Party may terminate this Agreement by providing written notice to the other Party (2) years prior to the end of the Initial Term, or two years from the date of such notice if in the Extended Term.

7. Termination by Default. In the event either Party is in default of any material provision of this Agreement, the other Party may submit a Notice of Termination to the defaulting Party. If the default has not been cured within thirty (30) days of receipt of such Notice of Termination, then the non-defaulting Party may terminate this Agreement. Such termination does not alter any other remedy or remedies, available under law or equity, with regard to such default.

8. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, then, the Parties agree, to the fullest extent permitted by law, that the validity, legality and enforceability of the remaining provisions hereof in such or any other jurisdiction and of such provision in any other jurisdiction shall not in any way be affected or impaired thereby. With respect to the provision held invalid, illegal or unenforceable, the Parties will amend this Agreement as necessary to implement the original intent of the Parties as closely as possible.

9. Payment. SCMCN agrees to compensate CCU on a load ratio share basis for those functions performed by CCU described in Attachment A. SCMCN shall recover costs associated with the performance of those functions described in Attachment A in accordance with the SPP Tariff and SCMCN's effective formula rate therein. SCMCN shall calculate CCU's *pro rata*

share of such costs as accounted for in its Federal Energy Regulatory Commission Uniform System of Accounts, Account 560.4 and, within thirty (30) days of SCMCN's recovery of such costs, submit payment to CCU for the amount owed.

10. Prudent Utility Practice. Prudent Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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. Prudent 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.

11. Access to Facilities, Properties, Equipment, and Records. The Parties hereby agree to provide each other access to facilities, properties, equipment and records as may be necessary and appropriate to enable each Party to perform its respective operational functions and to maintain its respective facilities, equipment and property. Such access shall be provided in a manner so as not to unreasonably interfere with the operational functions set forth in this Agreement or the ongoing business operations, rights, and obligations of either Party.

12. Safety. Each Party agrees that all work performed by the other Party that may reasonably be expected to affect the other Party shall be performed in accordance with all Applicable Laws and Regulations, Applicable Reliability Standards, safety standards, practices and procedures and other requirements pertaining to the safety of persons or property, (including, but not limited to those of the Occupational Safety and Health Administration, the National Electrical Safety Code and those developed or accepted by SCMCN and CCU for use on their respective systems) when entering or working in the other Party's property or facilities or switching area. A Party performing work within the boundaries of the other Party's facilities must abide by the safety rules applicable to the site.

13. Clearances. CCU and SCMCN will work closely together to establish and maintain clearing/tagging/lockout procedures for the Facilities; updates or other changes to the procedures will be communicated in accordance with Section 14.1.

14. Notifications and Reporting.

14.1 Unless otherwise provided, any written notice or materials required to be given by one Party to the other Party in connection with this Agreement shall be given to contacts identified in accordance with Section 14.2: (a) personally; (b) by electronic communication (if recipient thereafter sends electronic communication reply notice to sender to confirm receipt of notice); (c) by registered or certified U.S. mail, return receipt requested, postage prepaid; (d) by reputable overnight carrier, with acknowledged receipt of delivery; or (e) any other method mutually agreed by the Parties in writing. Notice shall be deemed given on the date of receipt personally. Notice sent by electronic communication shall be deemed given on the date the transmission is confirmed by sender's electronic communication system, so long as the electronic communication is sent on a business day during normal business hours of the recipient. Otherwise, the notice shall be deemed given on the next succeeding business day.

Notice provided by mail or overnight courier shall be deemed given at the date of acceptance or refusal of acceptance shown on such receipt.

14.2 Upon execution of this Agreement, each Party shall provide to the other the name(s), address(es), and other contact information for its respective notice contact(s), and shall update such information within thirty (30) calendar days of any change. Such notice contacts are responsible for functioning as the primary point of contact for the respective Parties' transmittal and receipt of written notices and communications.

14.3 Each Party shall provide prompt oral notice describing the nature and extent of the condition, the impact on operations, and all corrective action, to the other Party of any emergency or system security condition which may be reasonably anticipated to adversely affect the other Parties' equipment, facilities or operations. Either Party may take reasonable and necessary action, both on its own and another Party's system, equipment, and facilities, to prevent, avoid or mitigate injury, danger, damage or loss to its own equipment and facilities, or to expedite restoration of service; provided however, that the Party taking such action shall give the other Party prior oral notice, if at all possible, before taking any action on the other Party's systems, equipment, or facilities.

14.4 In the event of an emergency or system security condition contemplated by Section 14.3, each Party shall provide the other with such information, documents, and data necessary for operation of the transmission system and distribution system, including, without limitation, such information which is to be supplied to any Governmental Authority, the ERO, Regional Entity, neighboring Transmission Operator, or Balancing Authority (as such terms are defined by North American Electric Reliability Corporation (NERC) or its successor).

14.5 For either Party's routine maintenance, testing and/or inspection activities on their own equipment that could potentially trip another Party's equipment, but does not otherwise require major equipment or system outages, the Party performing the same shall provide the other Parties with advance written notice as provided in Section 14.1 and Section 14.2.

14.6 Each Party shall provide prompt oral notice to the other Party of any system alarm that applies to the other Party's equipment, unless the system alarm is automatically sent to the other Party.

14.7 Upon request and in accordance with Section 14.1, each Party shall provide to the other Party a report or a copy of the data from a system events recorder or digital fault recorder that applies to the other Party's equipment.

14.8 Each Party agrees to immediately notify the other Party orally, and then in writing, of any labor dispute or anticipated labor dispute of which its management has actual knowledge that might reasonably be expected to affect the operations of the other Party with respect to this Agreement.

15. Standards for Performance. Parties shall perform the functions required under this Agreement, including those set forth in Attachment A, in a prudent, reasonable, and efficient manner and in accordance with (i) Prudent Utility Practice (ii) all applicable Laws, (iii) all

applicable manuals and requirements of SPP, and (iv) all insurance policies specified in this Agreement.

16. Liability. SCMCN shall not be responsible for claims directly or indirectly related to CCU's performance of functions of a system nature as described in Attachment A, except to the extent such claims arise from SCMCN's acting in a grossly negligent manner. CCU agrees to defend, indemnify, and hold SCMCN harmless against such claims, except to the extent such claims arise from SCMCN's grossly negligent or intentional acts. CCU shall not be responsible for claims directly or indirectly related to SCMCN's performance of functions of a physical nature as described in Attachment A, except to the extent such claims arise from CCU's acting in a grossly negligent manner. SCMCN agrees to defend, indemnify, and hold CCU harmless against such claims, except to the extent such claims arise from CCU's grossly negligent or intentional acts.

17. Indemnity. The Parties shall at all times indemnify, defend, and hold the other Parties 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 other Parties' action or inactions of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

17.1 Indemnified Person**.** If an indemnified person is entitled to indemnification under this Agreement as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed, 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.

17.2 Indemnifying Party. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Agreement, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

17.3 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 this Agreement 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 attorney 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 (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in 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 (ii) 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 reasonably withheld, conditioned or delayed.

18. Insurance. SCMCN and CCU shall at their own expense, maintain in force throughout the period of this Agreement, and until released by all other Parties, the following minimum insurance coverages, with insurers authorized to do business in the relevant jurisdiction:

18.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The minimum limits for the Employers' Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

18.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards (if applicable), independent contractors coverage, coverage for pollution(if exposure is present) and punitive or exemplary damages, with minimum limits of One Million Dollars ($1,000,000) each occurrence/Two Million Dollars ($2,000,000) general aggregate and Two Million Dollars ($2,000,000) products and completed operations aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.4 Excess Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) each occurrence/Twenty Million Dollars ($20,000,000) general aggregate.

18.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (Other Party Group) as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed to by all Parties.

18.8 The requirements contained herein as to the types and limits of all insurance to be maintained by SCMCN and CCU are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

18.9 Within thirty (30) days from the effective date of this Agreement or as otherwise agreed by the Parties, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, SCMCN and CCU shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer to the Other Party Group.

18.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Agreement to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of this Agreement. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Agreement. In the event that a Party is permitted to self-insure pursuant to this Agreement, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Agreement.

18.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

19. Records. Each Party shall keep complete records of all operation activities, related to performance and/or satisfaction of its obligations arising under this Agreement. Each Party shall provide information to the other Party or Parties as necessary to perform the obligation as set forth in this Agreement or to comply with the requirements of any state or federal regulatory body.

20. Miscellaneous Provisions

20.1 Headings. The descriptive headings of the various provisions of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

20.2 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the parties.

20.3 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Missouri without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

20.4 Complete Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. This Agreement may be amended, supplemented or otherwise modified only by an instrument in writing signed by all Parties.

20.5 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

20.6 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

21. Notices. All notices, requests, demands, waivers, and other communications required or permitted hereunder shall be written and shall be sent to:

If to City Utilities:

[Contact/address]

If to SCMCN:

[Contact/address]

With a copy to each of:

[Contact/address]

22. Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized representatives as of this___ day of __, 2015

ATTACHMENT A

Division of TOP Functions

SCMCN **(List of TOP Physical Functions)** *See Attachment C for the detailed list of operating responsibilities, by individual NERC Standard Requirement, for each Party to this Agreement.*		
Function or Activity	**NERC Requirement If Applicable (if not, mark as NONE)**	**SCMCN's Responsibilities or Split of Responsibilities with CCU**
[example] 69-kV relaying testing	NONE	Routinely test relays, recommend any required repair or replacement, and keep records
[example] Switchman services	NONE	Respond to call-outs by CCU and perform switching in accordance with Clearances issued by Control Center Utility
CCU **(List of TOP Control Center Functions)** *See Attachment C for the detailed list of operating responsibilities, by individual NERC Standard Requirement, for each Party to this Agreement.*		
Function or Activity	**NERC Requirement If Applicable (if not, mark as NONE)**	**Control Center Utility's Responsibilities or Split of Responsibilities with SCMCN**

Parties agree that any operational function not specifically addressed herein will be apportioned pursuant to the intent of this Agreement; that is, to assign all operations functions of a: (1) **physical nature** to SCMCN; and (2) **Control Center nature** (i.e., Control Center Functions) to Control Center Utility.

Attachment A – Version Control			
Version Number	Nature of Revision	Author of Revision	Date of Revision

DRAFT 12/1/15

ATTACHMENT B

Description of Facilities

B.1 Description of Nixa Facilities

Element Name or No.	Transmission Facility Description	NERC BES Element "YES" or "NO"	Voltage Level(s) (kV)
[example] James River Station to SPA Station	[list Nixa transmission lines and transmission facilities here]	NO	69

B.2 Description of TCEC Facilities

Element Name or No.	Transmission Facility Description	NERC BES Element "YES" or "NO"	Voltage Level(s) (kV)
	[list TCEC transmission lines and transmission facilities here]		

B.3 Description of XXXX Facilities

Element Name or No.	Transmission Facility Description	NERC BES Element "YES" or "NO"	Voltage Level(s) (kV)
	[list **XXXX** transmission lines and transmission facilities here]		

Attachment B – Version Control (*NOTE: This Attachment B should present an itemized list of facilities in sufficient detail so as to identify any Bulk Electric System (BES) elements that might give rise to any NERC compliance obligations that are to be captured in the NERC responsibilities matrix of Attachment C.*)			
Version Number	Nature of Revision	Author of Revision	Date of Revision

DRAFT 12/1/15

ATTACHMENT C

Coordinated Functional Registration Responsibilities Matrix

Between Control Center Utility and SCMCN

for the Division of TOP Functions Set Forth in Attachment A

NERC Standard	NERC Req'ment	Text of NERC Requirement	Utility Y / N	SCMCN Y / N	Shared Y / N	Both Y / N	Explanation if Shared = Y

Attachment C – Version Control			
Version Number	Nature of Revision	Author of Revision	Date of Revision

INTERCONNECTION AGREEMENT
BETWEEN
CITY UTILITIES OF SPRINGFIELD
AND
SOUTH CENTRAL MCN LLC

This Interconnection Agreement (hereinafter the Agreement) made and entered into this __ day of _____, 2015, by and between City Utilities of Springfield, a Missouri public utility (hereinafter referred to as CU), and SOUTH CENTRAL MCN, a Delaware limited liability company, (hereinafter called SCMCN), and SOUTHWEST POWER POOL, INC., an Arkansas not-for-profit corporation (hereinafter referred to as SPP or Transmission Provider). CU and SCMCN are each individually referred to as a Party and collectively referred to as the Parties herein.

WITNESSETH, that,

WHEREAS, CU is an electric utility engaged in generating, transmitting, and selling electric energy in the State of Missouri, and,

WHEREAS, SCMCN is a public utility in the business of transmitting electric energy in the State of Missouri, and

WHEREAS, it will be advantageous to the CU and the SCMCN to have their respective transmission systems interconnected so that each will realize the mutual benefits of such interconnecting of facilities, and to establish additional points of interconnection in the future whenever mutually beneficial, and

WHEREAS, in order to take advantage of the benefits which CU and SCMCN can achieve by interconnection of the transmission systems of the Parties, the Parties are willing to enter into this Agreement, it being understood that the Parties will preserve their identity and integrity and perform their respective responsibilities to their customers, and

WHEREAS, SPP is a Regional Transmission Organization (RTO) pursuant to the orders of the Federal Energy Regulatory Commission (FERC) and, as such, is responsible for, among other items, functional control over appropriate transmission facilities within its footprint, and

WHEREAS, the Parties desire to establish the point(s) of interconnection described in Exhibit A to this Agreement, and

WHEREAS, such point(s) of interconnection shall be operated in synchronism and shall be under the functional control of SPP.

NOW THEREFORE, the Parties covenant and agree as follows:

ARTICLE I
DEFINITIONS

1.1 Dispatching Office of the SCMCN and CU shall mean the location designated by each entity to receive and send out operational and metering information.

1.2 ERO shall mean an Electric Reliability Organization.

1.3 Emergency shall mean a condition or situation (i) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life or property, or public health and safety; or (ii) that, in the case of a Party, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the CU transmission system, the SCMCN transmission system, or the electric systems of others to which the Parties are directly connected.

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

1.5 Good Utility Practice shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party 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, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as transmission system operators.

1.6 Interconnection Facilities shall mean the facilities of SCMCN and CU that are interconnected pursuant to this Agreement.

1.7 Modification shall mean any material, new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of, the CU transmission system or the SCMCN transmission system.

1.8 NERC shall mean the North American Electric Reliability Corporation or its successor.

1.9 MPSC shall mean the Missouri Public Service Commission.

1.10 Point(s) of Interconnection shall mean the location(s) where the facilities of the SCMCN and the facilities of CU are interconnected as identified in Article II herein.

1.11 RE shall mean Regional Entity.

1.12 RTO shall mean Regional Transmission Organization.

1.13 SPP shall mean Southwest Power Pool, Inc.

1.14 SPP Tariff shall mean the Open Access Transmission Tariff for service offered by SPP, as filed with FERC, as such may be amended or superseded from time to time.

ARTICLE II
INTERCONNECTION OF FACILITIES

2.1 It is understood and agreed that the Parties have established or shall establish interconnection(s) between their systems at the location(s) identified in Exhibit A, and illustrated in the corresponding one-line diagram(s), attached hereto and made a part hereof, and under the stipulated conditions set forth below and in Exhibit A, with such modifications in such interconnection(s) or future interconnection(s) as may be mutually agreed upon.

2.2 The Parties may at any time and from time to time provide for additional interconnections between their systems by mutual agreement in writing. When any such additional interconnections are agreed to, new sheets will be added to Exhibit A to this Agreement setting forth the specific details of that interconnection, any specific provisions which apply to that interconnection, including but not limited to the assignment of loss revenue, and a one-line diagram of that interconnection. In the event of a conflict between any provision in the body of this Agreement and the provisions set forth in Exhibit A with respect to a specific interconnection, the provisions in Exhibit A shall control.

2.3 If SCMCN agrees to interconnect with a third party at any interconnection location for which CU acts as the balancing authority, SCMCN will notify CU of that interconnection and a new sheet will be added to Exhibit B of this Agreement, attached hereto and made a part hereof, setting forth the specific details of that interconnection and providing, among other things, for CU to receive all meter data regarding that interconnection that CU reasonably requires to fulfill its balancing authority responsibilities.

ARTICLE III
FACILITIES TO BE PROVIDED

3.1 Each Party agrees to provide at its own expense the facilities and equipment on its own system which are necessary to effect the interconnection(s) provided for under this Agreement as specified in Exhibit A, attached hereto and made a part hereof, except as provided herein.

ARTICLE IV
OPERATIONS AND MAINTENANCE

4.1 Parties' Obligations. Each Party shall operate and maintain its respective transmission system and Interconnection Facilities in accordance with Good Utility Practice and the requirements of NERC, the RE, and SPP, and subject to the applicable procedures and requirements of the SPP Tariff.

4.2 Switching, Tagging, and Blocking Rules. The Parties shall abide by their respective switching, tagging and blocking rules, and shall coordinate with each other, for obtaining clearances for work or for switching operations at the Interconnection Facilities.

4.3 Preventive and Corrective Maintenance Outages. In accordance with Good Utility Practice and in order to facilitate maintenance or reliability of the CU transmission system and the SCMCN transmission system, the Parties shall confer regularly to coordinate the planning and scheduling of preventive and corrective maintenance of, and Modifications to, the Interconnection Facilities that might reasonably be expected to affect the operation of the other Party's transmission system. Absent an Emergency or a contrary directive from SPP, the Parties shall coordinate their respective schedules for any such activities and will, to the extent practicable and appropriate under the circumstances, give reasonable

consideration to, among other things, the impact of the schedule on the other Party's operations; provided, however, that no Party shall be obligated to schedule such activities to coincide with another Party's scheduled outages, except to the extent required by SPP.

4.4 Inspections and Testing.

4.4.1 Inspections. The Parties shall perform routine inspection and testing of their equipment on their respective Interconnection Facilities in accordance with Good Utility Practice and the applicable requirements of NERC, the RE, and SPP as may be necessary to ensure the continued interconnection of the CU transmission system and SCMCN transmission system in a safe and reliable manner.

4.4.2 Right to Observe Testing. The Parties shall have the right to observe the testing of the testing Party's Interconnection Facilities, the performance of which may reasonably be expected to affect the reliability of the observing Party's transmission system. The testing Party shall notify the other Party in advance of such testing unless, in the testing Party's reasonable judgment, the testing must be performed immediately, in which case the testing Party shall provide notice as soon as practicable. The observing Party may have a representative attend and be present during any such testing.

4.4.3 Observation of Deficiencies. If any Party observes any condition it believes may be inconsistent with Good Utility Practice with respect to a Party's Interconnection Facilities that might reasonably be expected to adversely affect the observing Party's transmission system, the observing Party shall notify the other Party. Notwithstanding the foregoing, no Party shall be relieved from liability for adversely affecting another Party's transmission system due to the observing Party's failure to give such notice.

4.5 Disconnection. In the event of an Emergency, a Party may disconnect the Interconnection Facilities for so long as is necessary under Good Utility Practice and the applicable requirements of SPP, including the period of time necessary to establish the reconnection of the Interconnection Facilities.

4.6 Planned Outage. In the event of a planned outage of any Party's transmission system that may adversely affect the other Party with respect to its transmission system, the Party that is subject to the outage will use efforts consistent with Good Utility Practice, and NERC, RE, and SPP requirements to restore the transmission system to service in accordance with its schedule for the work that necessitated the planned outage.

ARTICLE V
SERVICE CONDITIONS

5.1 Normally Operated Closed. The systems of the Parties shall be normally operated with the interconnections closed between the systems. Nothing contained herein shall restrict or limit either Party in effecting other interconnections or interconnection agreements with other systems.

5.2 Notice to Open Switch. Each Party will advise the other Party promptly of any necessity for opening a switch or switches to relieve a situation of overload, undue burden, or service impairment as specified above.

5.3 Notice of Adverse Conditions. Each Party will advise the other Party of any conditions on its system which appear to be approaching overload or undue burden on its line, facilities or equipment, or appear to be prejudicial to service to its customers. Each Party agrees to assist in studies of methods to correct such conditions.

5.4 Restoration. Each Party shall exercise commercially reasonable efforts, consistent with Good Utility Practice and applicable SPP requirements, to restore normal interconnected operations once the overload, undue burden, situation or conditions discussed above is or are resolved or overcome.

ARTICLE VI
MODIFICATIONS

6.1 Generally. Each Party shall make such Modifications to its Interconnection Facilities as are necessary to comply with Good Utility Practice. Modifications shall be subject to the approval process set forth in Attachment O of the SPP Tariff as may be applicable.

6.2 Notice. In the event a Party plans to undertake Modifications to its Interconnection Facilities that reasonably may be expected to impact the other Party's transmission system, the initiating Party shall provide the other Party and SPP with at least ninety (90) days' advance notice of the desired Modifications. The nature of and the schedule of work for performing such Modifications shall be subject to review and acceptance by the other Party and SPP, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications will (i) not adversely affect a Party's transmission system, or other facilities, and (ii) are consistent with Good Utility Practice. Subject to all applicable requirements imposed by FERC, NERC, the RE, and SPP, the suitability and the responsibility for the safe and adequate design, operation and maintenance of the initiating Party's facilities shall be and remain the sole obligation of the initiating Party.

6.3 Cost Responsibility. When the actions of a Party necessitate Modifications to the other Party's Interconnection Facilities that are not required by SPP, FERC, NERC, or are not otherwise needed to satisfy RE requirements, such Modifications to the other Party's Interconnection Facilities shall be made at the sole cost and expense of the Party initiating the changes, unless otherwise agreed to in writing by the Parties. The initiating Party's responsibility for such Modification costs is limited to those costs that are incremental to costs already planned to be incurred by the other Party.

ARTICLE VII
CONSTRUCTION STANDARDS

7.1 Construction Standards. Each Party shall construct its Interconnection Facilities used in connection with the interchange of electric energy hereunder in accordance with standards at least equal to those provided by the National Electrical Safety Code of the United States National Bureau of Standards.

ARTICLE VIII
RELIABILITY STANDARDS

8.1 Reliability Standards. The Parties agree to adhere to the reliability standards promulgated by NERC as the FERC-approved ERO and the RE, provided that any such reliability standard has been approved by FERC. The Parties shall use commercially reasonable efforts to comply with reliability standards, or modifications thereto, that are adopted by NERC or the RE, but not yet approved by FERC.

ARTICLE IX
EMERGENCIES

9.1 Generally. The Parties agree to adopt, implement and maintain emergency procedures which comply with NERC standards and SPP emergency procedures.

9.2 Notice. In compliance with, and pursuant to, 27.3 herein, any Party shall provide the other Party with verbal notification that is prompt under the circumstances of an Emergency that may reasonably be expected to affect the other Party's operation of their respective transmission systems, to the extent the notifying Party is aware of the Emergency. Such notification shall describe, as known, the Emergency, the extent of any damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

9.3 Immediate Action. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action with respect to its own facilities as is reasonable and necessary to prevent, avoid, or mitigate injury, danger and/or loss of life or property. The Parties shall, consistent with Good Utility Practice, take whatever actions or inactions the Parties deem necessary during an Emergency, including, without limitation, to request and comply with directives of SPP, in order to: (i) preserve public health and safety; (ii) preserve the reliability of the Parties' transmission systems; (iii) limit or prevent damage; and (iv) expedite restoration of service.

9.4 Restoration of Operations. Each Party shall exercise commercially reasonable efforts to restore normal interconnected operations under this Agreement upon resolution of the Emergency.

ARTICLE X
METERING

10.1 Ownership. The ownership of the metering facilities for each of the interconnections shall be as shown on the sheet in Exhibit A attached hereto that pertains to that interconnection.

10.2 Telemetry of Meter Data. Metering facilities for the interconnection(s) listed in Exhibits A and B shall provide for the measurement of energy and for the transducing of the measured energy, using industry acceptable telemetry practices, into electrical quantities which can be readily transmitted by practical and acceptable communication channels to the Dispatching Office of the SCMCN and to the Dispatching Office of CU.

10.3 Meter Maintenance. Said metering facilities required for the purposes of this Agreement shall be provided and maintained in accordance with Good Utility Practice by the owner, at the owner's cost and expense.

10.4 Check Meters. Each Party shall have the right to install, at its own cost and expense, suitable metering equipment at any Point of Interconnection provided for herein for the purpose of backing up and/or checking the meters installed by the other Party.

10.5 Point of Measurement. The amounts of energy supplied and received hereunder shall be determined from measurements taken at or adjusted to the Point(s) of Interconnection.

10.6 Testing of Meters. The aforesaid metering equipment shall be tested by the owner at least annually and its accuracy of registration maintained in accordance with Good Utility Practice, at the owner's cost and expense. On request of either Party concerned, a special test shall be made. If any special meter test discloses the questioned meter to be registered correctly or within one half percent (.5%) thereof, then the Party who requested such special meter test shall bear the expense thereof. Otherwise, the expense of such test shall be borne by the owner of such meter. Representatives of the other Party shall be afforded opportunity to be present at all routine or special tests and upon occasions when any readings for purposes of settlements hereunder are taken.

10.7 Provision of Meter Data. Each Party shall furnish the other Party, upon request and within reasonable time frames, with appropriate data from meter registrations and other sources in such detail and with such segregations as may be needed for operating records, or for settlements hereunder or for other reasonable purposes, including but not limited to fulfillment of balancing authority responsibilities.

10.8 Additional Requirements. Specific provisions concerning metering and metering facilities for a specific interconnection may be set forth on the sheets in Exhibits A or B attached hereto pertaining to that specific interconnection. In the event of a conflict between this Article X and the metering-related provisions set forth in either Exhibit A or B, the provisions in such Exhibit shall control.

ARTICLE XI
COMMUNICATION FACILITIES

11.1 Communication Facilities. Communication facilities for voice, telemetry or supervisory control necessary for the effective operation of this Agreement shall be installed, maintained, and operated by the Parties, and the capital costs and operating and maintenance costs of such facilities shall be shared as mutually agreed upon by the Parties.

11.2 Additional Requirements. Specific provisions concerning communications and communication facilities for a specific interconnection may be set forth on the sheets in Exhibits A or B attached hereto pertaining to that specific interconnection. In the event of a conflict between this Article XI and the communications-related provisions set forth in either Exhibit A or B, the provisions of such Exhibit shall control.

ARTICLE XII
FURNISHING OF INFORMATION

12.1 Furnishing of Information. It is recognized by the Parties that the successful operation of this Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to applicable confidentiality agreements, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.

ARTICLE XIII
OPERATING COMMITTEE

13.1 Establishing the Operating Committee. Each Party shall appoint one representative, and one alternate representative, to act for it solely in the operating arrangements for the interchange or delivery of energy under or pursuant to this Agreement, said two representatives being hereinafter referred to collectively as the Operating Committee. Each Party shall evidence such appointment by written notice to the other Party, and by similar notice either Party may at any time change its representative on the Operating Committee.

13.2 Authority. The two representatives, or one or both of the alternate representatives when acting as a representative, on the Operating Committee shall be of equal authority, and all decisions made or directions given by the Operating Committee must be unanimous. If the Operating Committee cannot reach a unanimous decision, the dispute shall be resolved pursuant to Article XXVI herein (Dispute Resolution).

ARTICLE XIV
BILLINGS AND PAYMENTS

14.1 All bills for amounts owed by one Party to the other hereunder, not otherwise billed by SPP, shall be due on the 15th day after the close of the billing period to which such bills are applicable or on the 10th day following receipt of bill, whichever shall be the later. The standard period for the purpose of settlements hereunder shall be a calendar month.

ARTICLE XV
UNCONTROLLABLE FORCES

15.1 Neither Party shall be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. The term Uncontrollable Forces shall be deemed for the purposes hereof to include among others such causes as storm, flood, lightning, earthquake, fire, explosion, accident damaging facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, act of the public enemy, sabotage, civil disturbance, labor disturbance or strike, impact of war or mobilization, national emergency, restraint or order by court or by public authority, or other causes beyond the control of the Party affected, which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight and by provision of reserve facilities in accordance with Good Utility Practice. Uncontrollable Forces shall not

include any change in economic conditions, change in operations of the Party asserting that uncontrollable forces exist, or change in contracts or contractual relations with third parties. Either Party unable to fulfill any obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such disability, if practicable, with reasonable dispatch.

ARTICLE XVI
BREACH, CURE AND DEFAULT

16.1 Events of Breach. The occurrence of any one of the following shall constitute an Event of Breach by a Party (the Breaching Party):

(a) The failure to comply with any material term or condition of this Agreement, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;

(b) If a Party: (i) by decree of a court of competent jurisdiction, is adjudicated bankrupt or insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) makes a general assignment for the benefit of its creditors; or (iv) consents to the appointment of a receiver, trustee or liquidator;

(c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(d) Failure of any Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement;

(e) Failure of any Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement;

(f) Failure of any Party to act in accordance with the terms and requirements resulting from dispute resolution; or

(g) Failure of any Party to remain legally authorized to own and operate electric transmission facilities in the State of Missouri.

16.2 Continued Operation. In the event of an Event of Breach by any Party, the Parties shall continue to operate and maintain, as applicable, such DC power systems, protection and metering equipment, telemetering equipment, Supervisory Control and Data Acquisition (SCADA) equipment, transformers, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the Parties to operate and maintain their respective transmission systems in a safe and reliable manner.

16.3 Cure and Default.

(a) A Breaching Party automatically will be deemed to be in Default of this Agreement upon the occurrence of any one of the Events of Breach described in Section 16.1(b) (ii)-(iv) of the Agreement.

(b) Upon the occurrence of any Event of Breach other than those described in Section 16.1(b) (ii)-(iv), any Party not in breach (hereinafter a Non-Breaching Party), when it becomes aware of any such Event of Breach, shall give written notice of the Event of Breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and, where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty-day (30-day) time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty-day (30-day) time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the breach, or to commence reasonable and appropriate steps to cure the breach, within such thirty-day (30-day) time period, the Breaching Party will be in Default of the Agreement.

(c) Upon the occurrence of a Default, any Non-Breaching Party may terminate this Agreement as to the Breaching Party by providing written notice of termination to the Breaching Party (and to any other Parties), except that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction, making a determination of said Default.

ARTICLE XVII
TERM AND TERMINATION OF INTERCONNECTION SERVICE

17.1 Term. This Agreement shall become effective _____, 20__, or upon approval by all regulatory bodies having jurisdiction in the premises, whichever is later, (the Effective Date) and shall continue in effect thereafter for an initial period ending December 31, ____, and shall continue in effect thereafter until terminated.

17.2 Termination.

17.2.1 By Mutual Consent. This Agreement may be terminated at any time by mutual agreement of the Parties and following the expiration of a one-year (1-year) written notice to SPP.

17.2.2 By Any Party. In addition to the termination rights set forth in Section 16.3(c), any Party may terminate this Agreement as follows:

(a) Upon the removal of said Party's transmission system from service following the expiration of a one-year (1-year) written notice to the other Party and SPP; or

(b) On or after December 31, ____, by either Party following the expiration of a two-year (2-year) written notice of termination to the other Party and SPP.

17.3 FERC Approval. No termination hereunder shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any required notification of termination of this Agreement (if any) and obtain(s) such acceptance thereof by FERC as may be required (if at all).

17.4 Disconnection. Upon termination of this Agreement in accordance with this Article, a Party shall, in coordination with the other Party, physically disconnect its transmission system from the terminated Party's transmission system.

17.5 Survival of Rights. Termination of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

ARTICLE XVIII
WAIVERS

18.1 Waiver. Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any obligation, covenant, agreement, or condition herein.

18.2 Failure to Enforce. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the right(s) hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect as to future acts and omissions, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver or of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

ARTICLE XIX
REGULATORY APPROVAL

19.1 Regulatory Approval. This Agreement and all obligations hereunder are expressly conditioned upon the granting of such approval and authorization by any regulatory body whose approval or authorization may be required by law. Each Party shall aid and assist the other in obtaining any such necessary approval and authorization. It is expressly understood that CU is not subject to regulation or supervision by the MPSC and does not by cooperating with SCMCN in obtaining any authorization submit itself to the jurisdiction of, or regulation by, the MPSC.

ARTICLE XX
TIME OF INSTALLATION

20.1 CU and SCMCN shall use commercially reasonable efforts to furnish and install, complete and ready for operation all facilities called for under the terms of this Agreement in compliance with SPP timeframes.

ARTICLE XXI
RIGHTS OF INSTALLATION, ACCESS AND REMOVAL

21.1 Provision of Required Easements. Each Party shall, pursuant to a separate easement agreement, grant to the other Party the right to install, maintain, and operate on the premises of the other during the terms of this Agreement all equipment, apparatus and devices which may be reasonably necessary for use in the performance of this Agreement, and, as to CU, fulfillment of its balancing authority responsibilities. Pursuant to the separate easement agreement each Party shall furnish the other Party any rights of use, licenses, rights-of-way and easements with respect to lands owned or controlled by the Party, its agents, or any affiliate that are necessary to enable the other Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment.

21.2 Access to Premises. Pursuant to the separate easement agreement, each Party shall give all necessary permission to the other to enable its representatives to carry out this Agreement and shall give the other the right by duly authorized representatives and employees, when accompanied by its own authorized representative, to enter the premises of the Party owning same at all reasonable times for the purpose of reading or checking meters, or inspecting, testing, repairing, renewing, or exchanging all of its equipment, apparatus, and devices which may be located on the property of the other, or for the purpose of performing any other work incident to the performance of this Agreement, including, as to CU, fulfillment of its balancing authority responsibilities.

21.3 Ownership of Equipment. Any equipment, apparatus, and devices necessary to fulfill either CU's obligations or SCMCN's obligations hereunder placed or erected by either Party on or in the premises of the other Party shall be and remain property of the Party owning and installing such equipment, apparatus, and devices regardless of the mode and manner of its annexation or attachment to real property of the other; and upon the termination of service provided for hereunder and for a period of six (6) months thereafter, CU and SCMCN shall have the right, upon reasonable notice, to enter upon the premises of the other during normal working hours to remove such equipment, apparatus, or devices owned by it or in its lawful possession or control. If such facilities are not removed within such six-month (6-month) period, the owner shall forfeit all right to recover same and to be compensated for same.

ARTICLE XXII
LIABILITY AND INDEMNIFICATION

22.1 Limitations of Liability. Neither Party shall be liable for money damages or other compensation to the other Party or Users (as defined in the SPP Tariff) for actions or omissions in performing its obligations under this Agreement, except to the extent such act or omission is found to result from its gross negligence or intentional wrongdoing. Neither Party nor Users may seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of either Party or its Affiliates by reason of their status as directors, members, shareholders, officers, employees or agents of a Party or its Affiliates. Neither Party shall be liable for damages arising out of its actions or omissions in performing its obligations under this Agreement, including but not limited to any act or omission that results in an interruption, deficiency or imperfection of service, occurring as a result of Uncontrollable Forces, or resulting from electric system design or practices which are in accordance with Good Utility Practice. Neither Party shall be liable for acts or omissions done in compliance or good faith attempts to comply with directives of the Transmission Provider. In no event shall a Party be liable for any incidental, consequential, punitive, special, exemplary or indirect damages, loss of revenues or profits, arising out of, or connected in any way with its performance or non-performance under this Agreement.

22.2 Indemnification. Each Party (the Indemnifying Party) shall at all times indemnify, defend and save the other Party (the Indemnified Party) 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, demands, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's performance of obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

22.3 SPP Limitation of Liability. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of SPP and the Parties expressly waive any claims that may arise against SPP under this Agreement. By executing this Agreement, SPP does not agree to the provisions that do not affect or involve SPP transmission service or SPP's role as a FERC-approved RTO. SPP's only purpose and involvement in executing this Agreement is with regard to any sections which may affect or involve SPP transmission service or SPP's role as a FERC-approved RTO.

22.4 Effect of SPP Signature. The Parties acknowledge and understand that the signature of the authorized officer of SPP on this Agreement is for the limited purpose of acknowledging that an officer of SPP has read the terms of this Agreement. The Parties and SPP further state that they understand that FERC desires that the Parties keep SPP fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the SPP officer shall not in any way be deemed to imply that SPP is taking responsibility for the actions of any Party, that SPP has any affirmative duties under this Agreement, or that SPP is liable in any way under this Agreement except as specifically provided in the SPP Tariff.

22.5 Survival. The limitations of liability provided for and the indemnification obligations of each Party under this Article shall continue in full force and effect regardless of whether this Agreement has expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

ARTICLE XXIII
ASSIGNMENT

23.1 Successors and Assigns. This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

23.2 Consent Required. Subject to 24.3 below, no Party may assign any rights or obligations hereunder without obtaining the consent of the other Party, which consent shall not unreasonably be withheld.

23.3 Assignment in Event of Merger or for Financing. Notwithstanding anything to the contrary herein, either Party, without the consent of the other Party or SPP but with reasonable prior written notice, may (i) assign this Agreement to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, provided that the surviving entity(ies) agree(s), in writing, to assume the assigning Party's obligations and duties under, and be bound by, the terms of this Agreement, or (ii) transfer, sell, pledge, encumber or assign this Agreement and the accounts, revenues or proceeds hereof in connection with any financing of or for such Party or other financial arrangements involving such Party (including to any trustee or other agent on behalf of one or more entities providing financing to or for, or involving, such Party).

ARTICLE XXIV
SUBCONTRACTOR

24.1 Generally. Nothing in this Agreement shall prevent a Party from utilizing the services of such subcontractors as it deems appropriate to perform its obligations under this Agreement; provided, however, that all Parties shall require their subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services.

24.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

24.3 No Third-Party Beneficiary. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

24.4 No Limitation by Insurance. The obligations under this Article will not be limited in any way by any limitation on subcontractor's insurance.

ARTICLE XXV
DISPUTE RESOLUTION

25.1 Dispute Resolution. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the Disputing 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 non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the SPP Tariff which is hereby adopted mutatis mutandis.

ARTICLE XXVI
NOTICES AND COMMUNICATIONS

26.1 Unless otherwise specified herein, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party or SPP, or personally delivered to the respective Parties or SPP as follows:

To: CU

[Title, Address, Phone, Fax]

With a copy to:

[Title, Address, Phone, Fax]

To: SCMCN

President/CEO
South Central MCN LLC
2 N LaSalle, Suite 420
Chicago, Il 60602
Phone: 312-283-5200
Fax: 312-283-5199

With a copy to:

Senior Vice President and General Counsel
South Central MCN
2 N LaSalle, Suite 420
Chicago, Il 60602
Phone: 312-283-5222
Fax: 312-283-5199

To: SPP

Executive Vice President &
Chief Operating Officer
Southwest Power Pool, Inc.
415 North McKinley Street
140 Plaza West

Little Rock, AR 72205
Phone: (501) 614-3218
Fax: (501) 664-9553

Any such notice or communication will be deemed to have been given as of the date received.

26.2 Any Party or SPP may change its address or designated representative for notices by notice to the other Party and SPP in the manner provided above.

26.3 Notwithstanding Section 26.1, any notice hereunder concerning an Emergency or other occurrence requiring prompt attention, or as necessary during day-to-day operations, may be made by telephone or in person provided that such notice is confirmed in writing promptly thereafter. Notice in an Emergency, or as necessary during day-to-day operations, shall be provided: (i) if by SCMCN, to the operator on duty at CU's transmission control center, (ii) if by CU, to the shift supervisor at SCMCN's transmission control center, and (iii) if by SPP, pursuant to SPP's established procedures. The Operating Committee shall distribute to the Parties and to SPP the contact information for the respective control centers and shall ensure that such information is kept up to date.

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

27.1 Governing Law.

(a) When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the conflict of law principles thereof.

(b) Except for those matters covered in this Agreement and which are either jurisdictional to FERC or submitted to dispute resolution pursuant to Article XXVI, any action arising out of or concerning this Agreement must be brought in the appropriate court in the State of Missouri. Both Parties hereby consent to the jurisdiction by these courts for the purpose of hearing and determining any action not pre-empted by FERC.

27.2 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by all Parties, no Party shall have any authority to create or assume in another Party's name or on its behalf any obligation, express or implied or to act or purport to act as any other Party's agent or legally-empowered representative for any purpose whatsoever. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily-mandated workers' compensation coverage. None of the persons employed by any Party shall be considered employees of the other Party for any purpose; nor shall any Party represent to any person that such persons are or shall become employees of the other Party. Except as expressly provided for herein, no Party shall be liable to

any third party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

27.3 No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any benefits, interests, rights, or remedies under or by reason of the Agreement.

27.4 Amendment Modification. Except as otherwise provided, (a) this Agreement may only be modified in writing and signed by all Parties, and (b) no amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing and signed by the Parties. Notwithstanding any provision in this Agreement to the contrary, any Party may unilaterally make application to FERC under Sections 205 or 206, as applicable, of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement over which FERC has jurisdiction.

27.5 Severability. If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

27.6 Headings and Captions. Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27.7 Further Assurances. Each Party shall do such other and further acts and things, and shall execute and deliver such instruments and documents, as any other Party reasonably requests from time to time in furtherance of the purposes of this Agreement, provided that any such acts, things, instruments and documents are commercially reasonable.

27.8 Entire Agreement. This Agreement, including all exhibits, schedules, appendices and other attachments hereto and hereby made a part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

27.9 Rights Cumulative. The rights and remedies set forth in this Agreement are cumulative and non-exclusive.

27.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first hereinbefore written.

City Utilities of Springfield

By: _____

SOUTH CENTRAL MCN LLC

By: _____
Noman L. Williams
Senior Vice President & Chief Operating Officer

SOUTHWEST POWER POOL, INC.

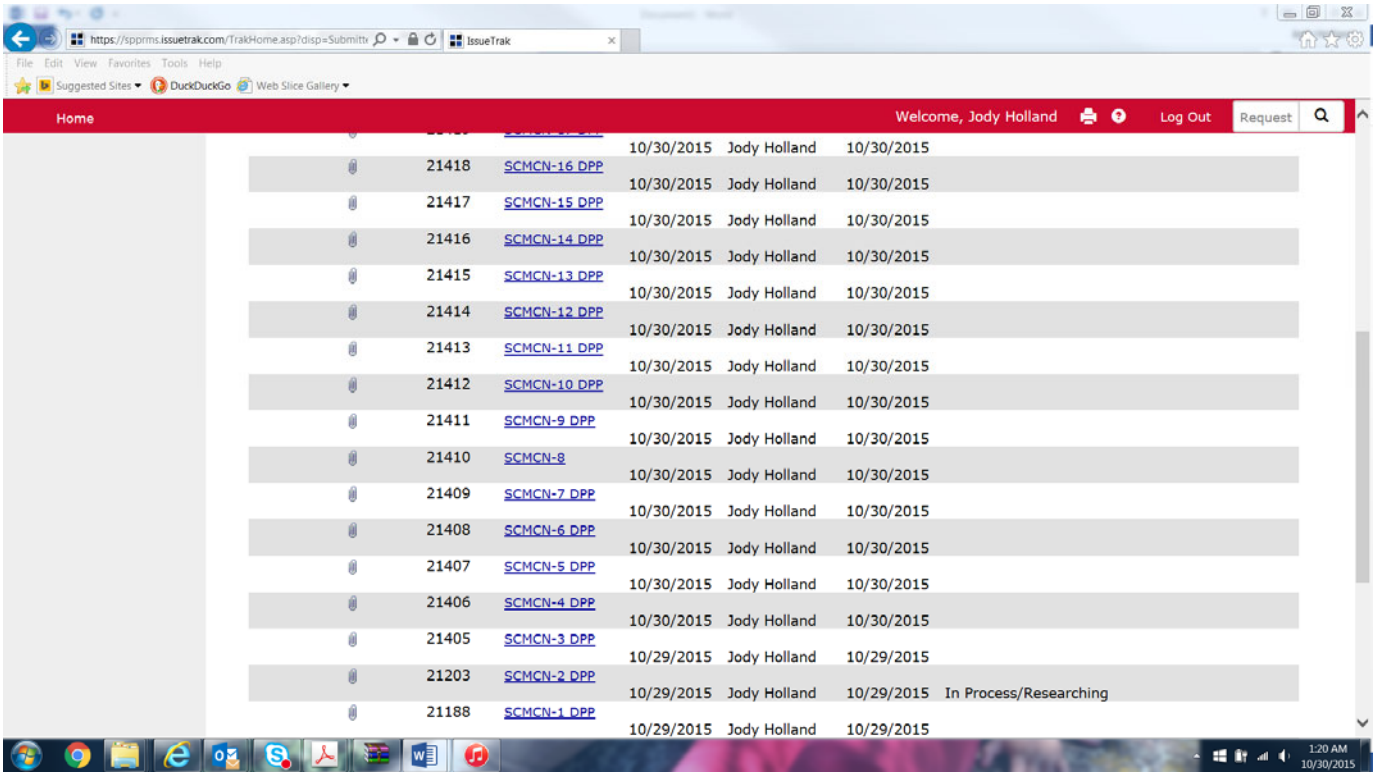
By: _____
Carl A. Monroe
Executive Vice President & Chief Operating Officer

EXHIBIT A

Interconnection No. 1

EXHIBIT B

RMS screenshot: SCMCN-1 DPP TO SCMCN-16 DPP (taken 1:21am 10/30/15)



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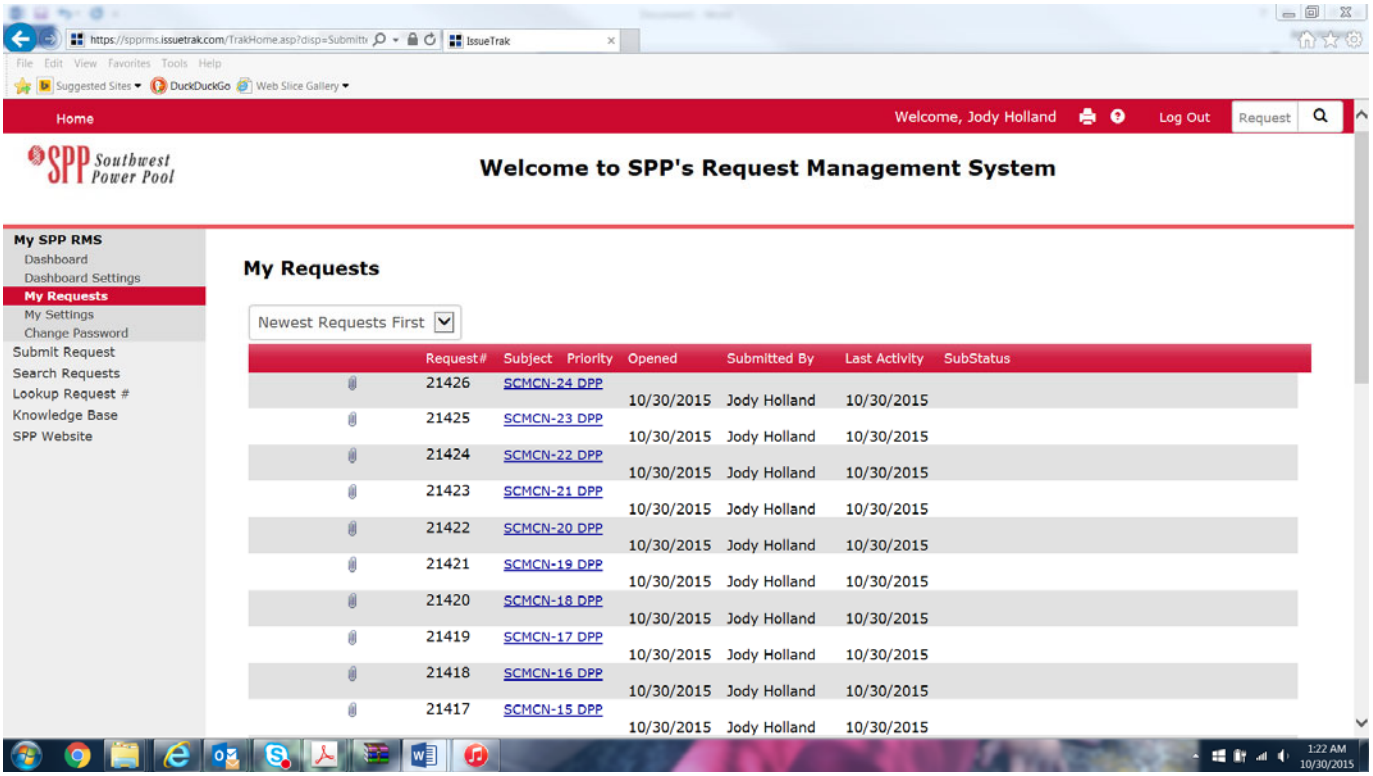
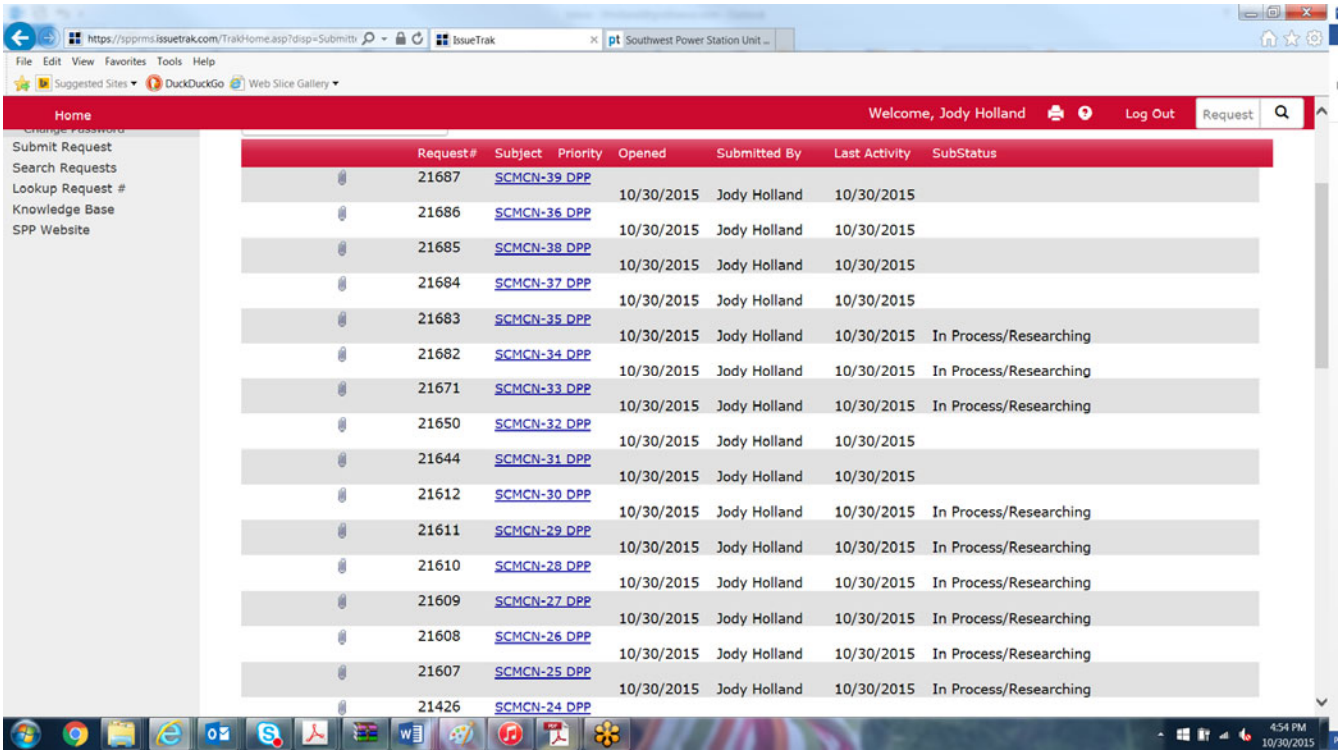


RMS screenshot: SCMCN-24 DPP TO SCMCN-39 DPP (taken 4:54pm 10/30/15)



RMS screenshot: SCMCN-30 DPP TO SCMCN-45 DPP (taken 7:39pm 10/30/15)