

TRANSMISSION POLE ATTACHMENT AGREEMENT

This TRANSMISSION POLE ATTACHMENT AGREEMENT (this Agreement) is made as of the March 31, 2018 (Effective Date), by and between SOUTH CENTRAL MCN LLC (the Company) and CITY OF NIXA, MISSOURI (Licensee). The Company and Licensee are sometimes referred to herein collectively as the Parties and each individually, as a Party

WHEREAS, pursuant to an Asset Purchase Agreement dated August 14, 2015, as amended by the First Amendment to Asset Purchase Agreement, also dated August 14, 2015, the Second Amendment to Asset Purchase Agreement dated February 12, 2016, and the Third Amendment to Asset Purchase Agreement dated May 23, 2017 (together, as amended, the Asset Purchase Agreement), Licensee agreed to sell to the Company certain transmission assets of Licensee located in Missouri (Company Facilities);

WHEREAS, Licensee owns certain electric distribution lines used for local electric distribution services that are attached to certain of the Company Facilities (Nixa Facilities);

WHEREAS, the Parties anticipate that certain economic, environmental and aesthetic benefits will result by allowing the Nixa Facilities to remain attached to the Company Facilities after the closing of the Asset Purchase Agreement (the Closing); and

WHEREAS, the Parties desire to enter into this Agreement for the purposes of granting rights to Licensee with respect to the Nixa Facilities attached to the Company Facilities, and setting forth rights and obligations attendant to Licensee's attachment of the Nixa Facilities to the Company Facilities, whether existing as of Closing or subsequently permitted by the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Rights and Permission.

1.1. The Company hereby grants Licensee a license to, and grants Licensee permission to furnish, install and attach the Nixa Facilities, as applicable, to the Company Facilities, as such Nixa Facilities are configured as of the date of Closing and described in **Appendix A**, for the purpose of providing electric distribution services to Nixa's customers. The Company's transmission poles that support the Nixa Facilities as of the Closing are referred to as Poles. The rights and permissions granted by the Company herein are limited to the attachment of the Nixa Facilities to Poles and at the points of attachment to the Poles existing as of the Closing.

1.2. Notwithstanding the foregoing, in the event that the Company, in its sole discretion, permits any attachment of Nixa Facilities to any Company Facilities other than the Poles, the rights and obligations of the Parties with respect thereto shall be governed by this Agreement unless the Parties agree otherwise in writing.

1.3. The rights and permission granted by the Company herein are expressly subject to the reservations and limitations set forth in Section 1.4 below, and are subject to applicable law and regulation.

1.4. The Licensee shall cooperate with and coordinate its activities with the Company and other authorized persons to minimize any interference with the Company Facilities and its operation and maintenance activities. The Company shall cooperate with and coordinate its activities with the Licensee and other authorized persons to minimize any interference with the Licensee's facilities and its operation and maintenance activities. If the Company elects to abandon, sell or otherwise dispose of any of the Poles to which the Nixa Facilities are attached, the Company shall extend to the Licensee the right to purchase the respective Poles.

2. Scope of Rights and Permission.

2.1. Licensee's rights hereunder to attach the Nixa Facilities to the Company Facilities is non-exclusive, and the Company reserves the right to grant to third parties permission to use Poles upon such terms as the Company determines in its sole discretion, provided, that the rights of such future third parties shall not interfere with the attached Nixa Facilities described in **Appendix A**. The Company will not be responsible under this Agreement for the operation, maintenance or performance of the Nixa Facilities. Without limiting Section 1.4 above, in the event of any conflict between the use of the Company Facilities by the Company and Licensee, deference will be given to the use of the Company Facilities for the transmission of electricity.

2.2. Licensee will operate, maintain and, if necessary, repair, replace or remove the Nixa Facilities in accordance with the requirements and specifications of applicable law and Good Utility Practice. If the Company reasonably determines that Licensee has failed to so maintain the Nixa Facilities attached to Poles, the Company will provide Licensee with notice and an opportunity to remedy such non-compliance within thirty (30) days or, if such non-compliance is not possible within thirty (30) days, such additional period of time as necessary as long as Licensee is diligently working to cure such non-compliance from the date of such notice. If, at the end of such notice period, Licensee has not remedied the non-compliance, the Company may, at its discretion, either require Licensee remove such Nixa Facilities, as applicable, from the Company Facilities or itself remove such Nixa Facilities, as applicable, from Company Facilities or repair or reconstruct Licensee's attachments, in each case at the sole expense of Licensee. In the event the Company reasonably determines under the circumstances that an operational emergency or threat to public safety (including, without limitation, to the safety of the Company's employees) has resulted and is continuing, the Company may take immediate action to remove such Nixa Facilities, as applicable, from the Company Facilities. As used in this Agreement, Good Utility Practice means 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. Good Utility Practice is not intended to be limited to any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.3. If any Pole is substantially destroyed or damaged by fire, storm, accident or otherwise, the Company will have the obligation to Licensee under this Agreement to either (1) rebuild or replace such Pole or (2) allow the attachment of the Nixa Facilities to alternative Company Facilities. If the Company reasonably determines that it is not commercially feasible to rebuild or replace such Pole or allow attachment to alternative Company Facilities, the Company shall grant Licensee the right to rebuild or replace the Pole at its own risk and expense. In the event Licensee rebuilds or replaces a destroyed or damaged Pole, the

Licensee shall retain ownership of the rebuilt or replaced Pole. In the event that the Company allows attachment to alternative Company Facilities pursuant to clause (2) above, such facilities shall be deemed Poles for purposes of this Agreement following such attachment.

2.4. The Company does not make, and hereby expressly disclaims, any express or implied representation or warranty (including, without limitation, the warranties of merchantability or fitness for a particular purpose) in this Agreement concerning the present or future strength, condition, or state of repairs of any Pole, guys, anchors, wires or other apparatus used or involved in the Company's electric transmission business or otherwise attached to any Pole. Licensee assumes all risks of any damage, injury or loss of any nature whatsoever caused by Licensee's or its contractors' use of Poles and associated facilities and equipment on, within or surrounding the Poles to the extent caused by the negligent acts or omissions of Licensee or its contractors, and work associated therewith caused by the negligent acts or omissions of Licensee or its contractors. Licensee will be responsible for inspecting and evaluating the condition of the Pole and its attachments thereto before allowing any personnel, whether those of Licensee or its contractors, to climb or otherwise work on or around the Pole.

3. Pole Attachment Fee. Licensee shall pay an annual pole attachment fee equal to the product of \$19.51 per attachment (the Rate) and the number of pole attachments associated with the Nixa Facilities, provided, that the foregoing shall not diminish Licensee's responsibilities for costs otherwise provided in this Agreement. The Rate shall apply to any future rights or permissions that may be granted by the Company to Licensee after the Closing with respect to any additional attachments to any Company Facilities.

4. Rights of Way. Licensee will, to the extent permitted under the easements held by the Company over public or private rights of way, be authorized to rely upon and use such easements to attach the Nixa Facilities, as applicable, to the Poles, to access such attachments and to repair, rebuild, replace or remove any Nixa Facilities, as applicable, to the extent permitted thereunder. Licensee's rights to use such easements shall be subject to any limitations or restrictions set forth in the applicable easement.

5. Operation, Maintenance, Repair and Relocation.

5.1. Operating. When, in the course of its operations, the Company must repair, replace, improve, relocate, remove, maintain, or test any Poles or any lines or equipment attached thereto, Licensee will, as requested by the Company and at and for the time specified by the Company, de-energize its power circuits until the Company affirmatively notifies Licensee that such work has been completed. The Company will give at least five (5) Business Days' prior written notice to Licensee of its plans to perform any such work that might require Licensee to de-energize the circuits or otherwise interrupt service on the circuits; provided, that in emergency circumstances, the Company will be required only to provide notice as soon as reasonably practical under such circumstances. For purposes of this Agreement, a Business Day means any day other than Saturday, Sunday or any day on which banks located in Nixa, Missouri or New York, New York, are authorized to be closed. In all cases, the Company will notify Licensee promptly of the completion of such work. Operation, maintenance, repair, replacement and testing of Poles and the Company Facilities attached thereto will be performed in accordance with Good Utility Practice. The Company shall cooperate with and coordinate its activities with Licensee and other authorized persons to minimize any interference with the Nixa Facilities.

5.2. Maintenance. Licensee will, at its own risk and expense, replace, operate and maintain the Nixa Facilities, as applicable, in good repair and a safe condition consistent with applicable regulations and the terms of this Agreement. Except as provided in Sections 5.3 and 5.4 below, the Company will, at its own risk and expense, maintain the Poles on which the Nixa Facilities are attached (which may include, operating, repairing and replacing as necessary) and test Poles to ensure they are in good repair and in a safe condition consistent with applicable regulations. Licensee shall cooperate with and coordinate its activities with the Company and other authorized persons to minimize any interference with the Company Facilities.

5.3. Regulatory Testing. Testing of the Poles required by any applicable law, regulation or governmental authority will be the responsibility of the Company, unless the Company notifies Licensee otherwise with respect to any testing requirement applicable only to the Nixa Facilities. The cost of such testing will be the sole responsibility of the Party to which such requirement applies or, if testing is the responsibility of both Parties, will be shared equally by the Parties. The Company shall provide to Licensee all data resulting from any testing if the cost thereof is required to be borne by Licensee, in whole or in part, pursuant to the foregoing.

5.4. Repair.

5.4.1. Licensee will, at its own risk and expense, repair the Nixa Facilities and will promptly replace or repair any defective power circuits and attachments, consistent with applicable regulations and Good Utility Practice when notified to do so by the Company. The Company undertakes no duty to, and disclaims any duty to, inspect or notify Licensee of any matters regarding Licensee's facilities or equipment.

5.4.2. Upon written notification from the Company, Licensee will have fourteen (14) days from receipt of notice (or, in circumstances threatening persons or property, such shorter period as may be required by Good Utility Practice) to perform necessary repairs or replacements to its lower voltage transmission and distribution power circuits or attachments or such other reasonable period of time as required depending on the nature of the repair/replacement. When the Company must in the course of operations make repairs to Poles or its transmission attachments on Poles, and the Nixa Facilities also require repairs that the Company performs on an emergency basis or because Licensee failed to perform the repairs within the period specified in the foregoing, Licensee will be responsible for all costs incurred by the Company (including, but not limited to, reasonable allocations of overhead) in connection with repair of the Nixa Facilities.

5.4.3. Notwithstanding anything in this Agreement to the contrary, (A) if repair to power circuits or attachments on Poles is necessary other than as a result of damage caused by a Party to this Agreement, the cost of repair will be borne solely by the Party that owns the power circuits or attachments in need of repair, (B) if repair to Poles or attachments thereto is necessary due to damage caused by a Party to this Agreement, the cost of repairs will be borne solely by the Party responsible for the damage, and (C) if repair to Poles is necessary other than as a result of damage caused by any Party to this Agreement, the Company shall be solely responsible for the cost of the repairs, unless it determines not to replace the Pole as provided in Section 2.3. For purposes of the foregoing, damage caused by any affiliate or contractor of, or other person acting for or on behalf of, a Party to this Agreement will be attributed to such Party.

5.4.4. Removal and Relocation. If any Pole is removed or relocated for any reason beyond the control of the Parties (and not as a result of the fault of any Party), the cost of the removal or change in location will be borne equally by the Company and the Licensee, except as provided in Section 2.3.

5.4.5. Abandoned, Unauthorized Attachments. If at any time Licensee abandons any of the Nixa Facilities or installs attachments without authorization, as applicable, Licensee will at its own cost and expense remove such facilities from any and all Poles. If Licensee fails to so remove any such facilities, the Company may, at its discretion, remove such facilities from the Poles at the sole expense of Licensee, upon providing at least thirty (30) days written advance notice.

5.4.6. Payment. If Licensee is responsible, in whole or in part, for any work described above which the Company performs, the Company will render to Licensee an itemized bill for Licensee's share of the total cost of the work. The bill will be due and payable thirty (30) days after receipt. If any payment remains outstanding for a period of thirty (30) days from the date of rendition, interest at the lesser of (i) a rate equal to two hundred (200) basis points over the interest rate per annum for large commercial loans as published in The Wall Street Journal as the prime rate (sometimes referred to as the base rate) from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to pay interest arises, or (ii) the maximum lawful rate permitted by applicable law per annum on the total aggregate overdue balance at the end of each calendar month or partial calendar month will be added to applicable overdue balances.

6. Additional Attachments and Changes. Licensee shall not attach Nixa Facilities to any Company Facilities other than the Poles, or make any modification, addition to or rearrangement of any existing attachment, unless application therefore is first made to the Company in such form as specified by the Company from time to time, and such application is approved by the Company.

6.1. Additional Attachments, Changes. In the event that any attachment, modification, addition, or rearrangement requested by Licensee and approved by the Company, in its sole discretion, requires, as reasonably determined by the Company in a manner consistent with the principles of Good Utility Practice, any upgrade, modification, improvement, construction or replacement of any Pole or other Company Facilities used to accommodate such attachment request by Licensee, such upgrade, modification, improvement, construction or replacement will be subject to and made in accordance with the other provisions in this Section 6. Licensee shall have a right of first refusal, exercisable within sixty (60) days following written notice from Company, to utilize for the attachment of additional Nixa Facilities any open positions on the Poles that become available and are offered by the Company for use by third parties.

6.2. Cost Responsibilities. If facilities owned or controlled by the Company require upgrades or replacements solely to accommodate changes by Licensee, the cost of such upgrades or replacements directly attributable to Licensee's changes will be borne solely by such Licensee. Licensee will obtain and is responsible for, at its own expense, any and all necessary additional rights of way (easements), permits, fees, rents, or otherwise, required for Licensee to access, mobilize, demolish, change, construct, attach, repair, modify, maintain and de-mobilize as required to complete any such work, provided, however, that the Company will provide the consent of the Company required to obtain any necessary permits or other rights to conduct such work, if the Company requires that any of the Nixa Facilities be moved or relocated, the

reasonable cost of such work, including the cost of obtaining any additional rights of way, permits, fees, rents or otherwise, shall be borne by the Company.

6.3. Facility Construction, Repair or Improvements (Design and Engineering).

Construction, repairs or upgrades to facilities required to accommodate a proposed use by Licensee requested by Licensee will be designed and engineered by the Company, with the cost of such design and engineering to be borne by Licensee.

6.4. Facility Construction, Repair or Improvements (Construction).

The construction of new or additional facilities, or the improvement or upgrading of existing Company Facilities, in each case required to accommodate a proposed use by a Licensee may be accomplished by either the Company or its contractors or, with the consent of the Company, by such Licensee or its contractors. New, additional, improved, upgraded or repaired facilities shall comply with industry standards for electric reliability and the associated work shall be performed in accordance with Good Utility Practice. When accomplished by the Company or its contractors, Licensee will reimburse the Company for actual costs reasonably incurred in connection therewith, including but not limited to reasonable allocations of overhead. When accomplished by Licensee or its contractors, all work will be accomplished at Licensee's cost in accordance with the rules and regulations of the State of Missouri and will be subject to review and onsite inspection at all times by the Company's representatives. The costs for such reviews and inspections will be borne by the Licensee.

6.5. Ownership.

Except for the construction of replacement Poles by Licensee as provided in Section 2.3, all facilities constructed, installed or modified to accommodate Licensee's use of Poles, whether the work is accomplished by the Company, Licensee or their respective contractors, will be and remain owned, operated and controlled by the Company, with all right, title and interest in and to any and all such facilities being vested in the Company at all times subject to Licensee's rights and obligations under this Agreement; provided, however, that Licensee shall own, operate and control any equipment used to effect the attachment of the Nixa Facilities to a Pole, including cross-arms, guy wires, insulators and similar equipment.

6.6. Taxability.

The act of constructing, upgrading and/or improving Company facilities to accommodate their use by Licensee after Closing may result in a non-cash contribution to the Company, the value of which triggers an income tax liability to the Company under the 1986 Federal Tax Reform Act, as amended, and may be thus subject to a tax gross up. Any tax gross up paid by the Company will be included in the applicable Licensee's total cost and will be collected by the Company.

7. Term and Termination.

7.1. This Agreement will become effective upon the Closing and will remain effective until terminated by any Party in accordance with the terms hereof; provided, however, that this Agreement will terminate automatically upon any termination of the Asset Purchase Agreement at any time prior to the Closing.

7.2. The Company may terminate this Agreement at any time following the thirtieth (30th) anniversary of the Closing, by providing at least two (2) years prior written notice to Licensee at any time.

7.3. The Company or Licensee may exercise the remedies provided in this Section 7.3 at any time upon an Event of Default by a Licensee or the Company, respectively. An Event of Default means (i) the Company or Licensee fails to pay any amounts due and payable hereunder and the failure continues for

a period of more than twenty (20) days after receipt of written notice thereof from the Party owed such amount, unless the amount is being disputed in good faith by Licensee or the Company; (ii) Licensee (or a third-party with whom Licensee has a license or attachment agreement then in effect) installs an attachment without first obtaining approval from Company, unless Company subsequently approves of the specific attachment; or (iii) the Company or Licensee fails to comply with any other material term, condition, or covenant of this Agreement, and, in either case, such failure is not remedied within ninety (90) days after written notice thereof has been given by the Company or Licensee, as applicable, to Licensee or Company, as applicable, or if such failure cannot reasonably be cured within ninety (90) days, Licensee or Company, as applicable, has not commenced to cure such failure within said ninety (90) days and continued thereafter with reasonable diligence and good faith proceed to cure such failure. In the Event of a Default by Company, Licensee may terminate this Agreement at any time upon an Event of Default, provided that if this right to terminate is not exercised before Company cures the Event of Default, Licensee may not thereafter terminate this Agreement due to that specific Event of Default. In the Event of a Default by Licensee, the Company may exercise the following remedies: (i) remove the defaulting Licensee's facilities from the Poles, at Licensee's expense, from the Company Facilities., (ii) use defaulting Licensee's facilities without cost or (iii) terminate this Agreement at any time upon an Event of Default. If a defaulting Licensee cures an Event of Default, the Company shall cease exercise of the ongoing remedies at (i) and (ii) and may not thereafter exercise any remedies due to the specific Event of Default that has been cured.

7.3. Licensee may terminate this Agreement, by delivery of written notice thereof to the Company, only following completion of the removal of all Nixa Facilities from all Poles and performance of all of Licensee's obligations hereunder related thereto.

7.4. Licensee will remove the Nixa Facilities from the Company Facilities within ninety (90) days after the effective expiration date or termination date, as applicable, of this Agreement. If Licensee fails to do so, then the Company may remove the same at the sole expense of Licensee. Notwithstanding any other provisions of this Agreement, (i) all rights of Licensee granted hereunder with respect to access shall survive any termination of this Agreement to the extent necessary to permit such removal, and (ii) all obligations of Licensee under this Agreement shall remain in effect with respect to any Nixa Facilities remaining attached to any Pole following any termination of this Agreement until such time as such facilities are removed.

7.5. All rights and obligations specified in this Agreement with respect to indemnification or responsibility for costs will survive any termination of this Agreement.

8. Insurance. Each Party will maintain insurance sufficient to cover reasonable risk created by this Agreement, including, but not limited to, Commercial General Liability containing a contractual liability endorsement, Auto Liability, Workers' Compensation and Employers Liability. The aforementioned insurance policies will provide such limits as are carried by similarly situated electric utilities.

9. Property Rights. Nothing herein will be construed to confer upon Licensee any property rights in Poles or the Company's Facilities attached thereto, or confer upon the Company any property rights in the Nixa Facilities attached to Poles.

10. Indemnification.

10.1. Mutual Indemnification. Subject to the provisions of Section 10.3, each Party (Indemnifying Party) agrees to defend, indemnify, and hold harmless the other Parties and their directors, officers,

employees, and representatives (Indemnified Parties), as the case may be, against any and all claims, demands, suits, obligations, payments, liabilities, losses, damages, judgments, costs or expenses, including reasonable attorney's fees arising out of, related to or resulting from the Indemnifying Party's actions or failure to act under this Agreement (collectively Claims) except to the extent primarily caused by or resulting from the negligent acts or omissions by or of the Indemnified Parties. A Party shall promptly notify the other Parties of its assertion of any Claim against such Party that is potentially indemnifiable by such Party. The claiming Party shall give the Indemnifying Party an opportunity to defend such a Claim and shall not settle such Claim without the approval of the Indemnifying Party, which approval shall not be unreasonably denied. Furthermore, and without limiting the foregoing, Licensee will indemnify, defend and hold the Company Indemnified Parties harmless from and against Loss arising or resulting from a breach by Licensee of its obligations under Section 2.2 of this Agreement, except to the extent such breach arises as a result of the Company's use of the facilities for transmission purposes pursuant to Section 2.1 hereof.

10.2. Indemnification Procedures.

10.2.1. With respect to any claim subject to this Section 10, the Indemnified Party under this Agreement shall give the Indemnifying Party notice of such claim as soon as practicable but in any event on or before the thirtieth (30th) day after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been materially prejudiced as a result of the failure to provide such notice, such notice will be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement.

10.2.2. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to any third-party claim to the extent that such judgment or settlement: (a) does not provide for a full release of the Indemnified Party with respect to such third-party claim, or (b) provides for equitable relief against the Indemnified Party, in either case without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed).

10.2.3. If the Indemnifying Party gives written notice to the Indemnified Party within ten (10) Business Days after the Indemnified Party has provided notification of a claim, that the Indemnifying Party elects to have the Indemnified Party defend, contest, negotiate, or settle any such claim, or if the Indemnifying Party fails to acknowledge within ten (10) Business Days that it shall undertake the defense of such claim, then the Indemnified Party shall have the right to defend, contest, negotiate or settle any such claim and Indemnifying Party shall reimburse the Indemnified Party for all defense costs and losses incurred by the Indemnified Party, provided, however, that the Indemnified Party shall not consent to the entry of any judgment or enter into any settlement with respect to any third-party claim to the extent that such judgment or settlement: (a) does not provide for a full release of the Indemnifying Party with respect to such third party claim, or (b) provides for equitable relief against the Indemnifying Party, in either case without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld or delayed), it being understood that failure by the Indemnifying Party to object to any such settlement or compromise within ten (10) Business Days after written notice thereof by the Indemnified

Party shall be deemed rejection of the settlement or compromise. Each Party's indemnification obligation will survive expiration, cancellation or early termination of this Agreement.

10.3. With respect to claims between the Parties under this Agreement, the measure of damages at law or in equity in any action or proceeding will be limited to direct, actual damages only; such direct, actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party will be liable in statute, contract, tort (including negligence), strict liability, warranty, any other legal theory or otherwise to the other Party, its Indemnified Parties and/or assigns for any special, incidental, indirect, punitive, exemplary or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, loss of use of or under-utilization of the facilities, loss of use of revenues or business interruption, cost of replacement power, cost of capital, claims of customers to which service is made, attorneys' fees, litigation costs, or loss of anticipated profits resulting from performance or non-performance by a Party of an obligation imposed on it by this Agreement, without regard to the cause or causes related thereto. The limitation set forth in this Section 10.3 does not apply to claims among and between Parties under this Agreement against another Party in connection with a Party's negligent acts or omissions. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Independent Contractor Status. Each Party hereto and its employees, agents, and contractors will perform under this Agreement as independent entities and not as affiliates, partners, agents, employees, servants or assigns of the other party hereto.

12. Miscellaneous.

12.1 Binding Effect. This Agreement and the rights and obligations herein will be binding upon, and will inure to the benefit of, the permitted successors and assigns of the Parties hereto.

12.2 Assignment. This Agreement may be assigned by Licensee or by the Company only with the prior written consent of the Company or Licensee, respectively; provided, that any Party may assign this Agreement without the consent of another Party (A) to any Affiliate (as defined in the Asset Purchase Agreement) with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, or (B) in whole or in part, to any third party that acquires the portion of the electric system of such Party that is the subject of the rights and obligations so assigned. The Company may assign this Agreement, without the written consent of Licensee, for collateral security purposes to aid in financing Company's assets, provided that the Company will promptly notify Licensee of such assignment. Any financing assignment entered into by the Company pursuant to this Section 12.2 will provide that, prior to or upon the exercise of the secured creditor's, trustee's or mortgagee's right(s) pursuant to said arrangement, the secured creditor, trustee or mortgagee will notify Licensee of the date and particulars of any such exercise of assignment rights.

Any attempted assignment that violates this Section 12.2 is void and ineffective. No assignment permitted hereunder will relieve the assigning Party of its obligations and liabilities under this Agreement, nor will any such assignment expand any obligations of the non-assigning Parties. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

12.3. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail or Express Mail® in any such case directed or addressed to the respective addresses set forth below; or (iv) transmitted by facsimile or electronic mail to the facsimile number or e-mail address, respectively, set forth below, with receipt confirmed. Such notices shall be effective: (i) in the case of hand deliveries, when received; (ii) in the case of an overnight delivery service, on receipt or documented refusal thereof, with delivery charges prepaid; (iii) in the case of certified mail, upon receipt as indicated by the written signature card indicating acceptance by addressee (or upon documented refusal thereof, or failure to return a regular mail copy thereof within ten (10) Business Days); and (iv) in the case of facsimile or e-mail notices, the Business Day on the date on which electronic indication of receipt is received. Any Party may change its address and facsimile number by written notice to the other Parties given in accordance with this section, following the effectiveness of which notice such Party's address or facsimile number shall be updated accordingly. The contact information for the Parties is as follows:

If to the Company:

South Central MCN LLC
 Attn: J. Calvin Crowder
 201 E. John Carpenter Freeway
 Suite 900
 Irving, Texas 75062
 Email: jcrowder@gridliance.com

If to Licensee:

City of Nixa, Missouri
 Attn: Brian Steele, Mayor
 1111 W. Kathryn
 P.O. Box 395
 Nixa, MO 65714
 Email: bsteele@nixa.com

12.4. Entire Agreement; Amendment. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and terminates and supersedes all prior oral and written proposals and communications pertaining hereto. There are no representations, conditions, warranties or agreements, express or implied, statutory or otherwise, with respect to or collateral to this Agreement other than contained in this Agreement or expressly incorporated herein. This Agreement may be modified only by a written agreement executed by both Parties.

12.5. Survival. The assumptions of risk and indemnities contained in this Agreement will survive the termination or expiration of this Agreement.

12.6. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Missouri, without regard to the conflict of law rules of that state.

12.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ARRANGEMENT CONTEMPLATED HEREBY.

12.8. No Waivers. Any waiver given or failure by any Party to object to or to exercise its rights with respect to a default under this Agreement or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or subsequent matter of a similar nature arising in connection therewith.

12.9. Severability. If any provision in this Agreement is finally determined to be invalid, or if, as a result of any requirements of law, or a change in any requirements of law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.

12.10. No Dedication of Facilities. Nothing in this Agreement will be construed as constituting the dedication of the Poles or any of the Company's facilities attached thereto to the public in Missouri.

12.11. Counterparts. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange facsimile or other electronic form counterparts of the signature pages to this Agreement.

12.12. Dispute Resolution. All claims or disputes between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be first attempted to be resolved by appointed company representatives. If the appointed company representatives cannot resolve the dispute, then company designated senior officers shall meet to resolve the dispute. The appointed company representatives and the company designated senior officers must have authority to bind their respective companies. Any agreed-upon resolution of the matter shall be documented in writing, signed by both Parties, and shall become a binding agreement for the resolution of the matter. If the Parties are unable to resolve the dispute in this manner, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or other mutually agreed upon mediator, before resorting to litigation. The arbitration will be held in Nixa, Missouri.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized on the date first above written.

LICENSEE

CITY OF NIXA, MISSOURI

By: 

Brian Steele
Mayor

COMPANY

SOUTH CENTRAL MCN LLC

By: _____
J. Calvin Crowder
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized on the date first above written.

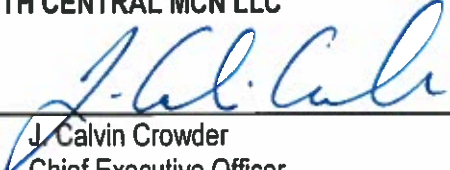
LICENSEE

CITY OF NIXA, MISSOURI

By: _____
Brian Steele
Mayor

COMPANY

SOUTH CENTRAL MCN LLC

By: _____

J. Calvin Crowder
Chief Executive Officer