

**MAINTENANCE AGREEMENT
BETWEEN
SOUTH CENTRAL MCN LLC
AND
BBC ELECTRICAL SERVICES, INC.**

Dated November, 2015

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (Agreement) made and effective this 3rd day of November, 2015, by and among South Central MCN LLC, a Delaware limited liability company (SCMCN), and BBC Electrical Services, Inc. (Service Provider). Service Provider and SCMCN are each also referred to herein as a Party and collectively as the Parties.

WHEREAS, SCMCN desires to utilize the services of Service Provider to provide maintenance services for its Transmission Facilities (defined herein); and

WHEREAS, the Parties desire to set forth herein the manner and terms upon which said maintenance services shall be performed.

NOW THEREFORE, the Parties mutually agree as follows:

Article 1. Definitions

- 1.1. Affiliate. Affiliate of a specified Party means any other Person other than a natural person, directly or indirectly controlling, controlled by, or under common control with the first such Party specified. For purposes of this Agreement, the term "control" (including its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
- 1.2. Administrative Services. Administrative Services has the meaning set forth in Section 2.4.
- 1.3. Administrator. Administrator has the meaning set forth in Section 15.4.
- 1.4. Agreement. Agreement has the meaning set forth in the introductory paragraph of this Agreement.
- 1.5. Approved Subcontractors. Approved Subcontractors has the meaning set forth in Section 2.7.
- 1.6. Business Day. Business Day means any day other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Chicago, Illinois are authorized by law to be closed for the day.
- 1.7. Change. Change has the meaning set forth in Section 2.5.
- 1.8. Claims. Claims has the meaning set forth in Section 11.1.
- 1.9. Confidential Information. Confidential Information has the meaning set forth in Section 12.1.
- 1.10. Compensation. Compensation has the meaning set forth in Section 5.1.
- 1.11. Core Services. Core Services has the meaning set forth in Section 2.2.
- 1.12. Disclosing Party. Disclosing party has the meaning set forth in Section 12.1.

- 1.13. Discriminate and Discrimination. Discriminate has the meaning set forth in Section 2.6.3.
- 1.14. Due Diligence. Due Diligence means the exercise of good faith efforts to perform a required act on a timely basis and in accordance with Good Utility Practice.
- 1.15. Emergency Services. Emergency Services has the meaning set forth in Section 2.3.
- 1.16. Event of Default. Event of Default has the meaning set forth in Section 8.1.
- 1.17. FERC. FERC means the Federal Energy Regulatory Commission.
- 1.18. Financial Default. Financial Default has the meaning set forth in Section 8.1.3.
- 1.19. Good Utility Practices. Good Utility Practices has the meaning set forth in the SPP Open Access Transmission Tariff, as filed with FERC.
- 1.20. Government Authority. Government Authority means any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including the Missouri Public Service Commission and FERC.
- 1.21. Indemnified Party. Indemnified Party has the meaning set forth in Section 11.1.
- 1.22. Indemnifying Party. Indemnifying Party has the meaning set forth in Section 11.1.
- 1.23. Initial Term. Initial Term has the meaning set forth in Section 7.1.
- 1.24. NERC. NERC means the North American Electric Reliability Corporation, or any successor that is the delegated the responsibility of ensuring reliability of the United States electric transmission grid by FERC.
- 1.25. Material Adverse Effect. Material Adverse Effect means, with respect to the Party making a representation or warranty, any change or effect that has a material adverse effect on (a) the business or financial condition of such Party, (b) the ability of such Party to perform its obligations or receive the contemplated benefits under this Agreement, or (c) the prospects of consummating the transactions contemplated by this Agreement.
- 1.26. Party and Parties. Party and Parties have the meanings set forth in the introductory paragraph of this Agreement.
- 1.27. Payment Default. Payment Default has the meaning set forth in Section 8.1.1.
- 1.28. Payment Default Notice. Payment Default Notice has the meaning set forth in Section 8.1.1.
- 1.29. Performance Default. Performance Default has the meaning set forth in Section 8.1.2.
- 1.30. Recipient. Recipient has the meaning set forth in Section 12.1.

- 1.31. Related Agreements. Related Agreements means the Asset Purchase Agreements described in the first Whereas Clause of this Agreement and all other agreements entered into by the Parties in connection with the consummation of the Asset Purchase Agreements.
- 1.32. Related Party. Related Party means, with respect to a Party, the Party's Affiliates, parents, subsidiaries, members, managers, directors, officers, contractors, employees, agents, Representatives, and attorneys.
- 1.33. Renewal Term. Renewal Term has the meaning set forth in Section 7.1.
- 1.34. Representative. Representative means, with respect to any Person, to the extent engaged by such Person for activities contemplated hereunder, any member, shareholder, officer, director, principal, agent, third party advisor (such as attorneys, accountants and consultants), employee or other representative or advisor of such Person.
- 1.35. Requirements of Law. Requirements of Law means any applicable foreign, federal, state, county or local laws (including common law), statutes, regulations, rules, orders, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, SPP or NERC (including NERC reliability standards), including any tariff accepted for filing and effective.
- 1.36. Safety Rules. Safety Rules has the meaning set forth in Section 3.5.
- 1.37. SCMCN. SCMCN has the meaning set forth in the introductory paragraph of this Agreement.
- 1.38. SCMCN Assets. SCMCN Assets means the Transmission Facilities listed on Exhibit A attached hereto.
- 1.39. SCMCN Asset Sites. SCMCN Asset Sites has the meaning set forth in Section 3.1.
- 1.40. SCMCN Operating Manual. SCMCN Operating Manual means SCMCN's Operations and Maintenance Procedure Manual, as developed, implemented and amended from time to time.
- 1.41. SCMCN Work Product. SCMCN Work Product has the meaning set forth in Section 9.1.
- 1.42. Service Provider. Service Provider has the meaning set forth in the introductory paragraph of this Agreement.
- 1.43. Service Provider Authorized Personnel. Service Provider Authorized Personnel has the meaning set forth in Section 3.5.
- 1.44. Service Provider Insurance Policies. Service Provider Insurance Policies has the meaning set forth in Section 10.2.
- 1.45. Service Provider Margin. Service Provider Margin means the lower of the currently-effective rate of return for Service Provider, as in effect from time to time in Service Provider's tariffs for retail sales, and which currently is _____ and the currently effective FERC rate of return of SCMCN.
- 1.46. Service Provider Materials. Service Provider Materials has the meaning set forth in Section 4.1.

- 1.47. Service Provider Work Product. Service Provider Work Product has the meaning set forth in Section 9.1.
- 1.48. Services. Services has the meaning set forth in Section 2.4.
- 1.49. SPP. SPP means the Southwest Power Pool, Inc.
- 1.50. Specified Interest Rate. Specified Interest Rate means an interest rate per annum equal to the lesser of (a) the maximum rate permitted by Requirements of Law or (b) 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.
- 1.51. Term. Term has the meaning as set forth in Section 7.1.
- 1.52. Transmission Facilities. Transmission Facilities means the tangible assets, real property interests, infrastructure and facilities, owned by SCMCN and used to transmit or deliver power and energy for resale in or through SPP, including equipment, feeders, lines, substations, switches, transformers and such other assets as may be designated by SPP, FERC, or other applicable regulatory agency, including facilities not controlled by SPP, if used for delivery of power and energy for resale in Missouri.
- 1.53. Work Product. Work Product shall have the meaning set forth in Section 9.1.

Article 2. Engagement and Rendition of Services

- 2.1. Engagement. SCMCN hereby engages Service Provider to perform the Services on the SCMCN Assets. SCMCN reserves the right, and intends to exercise the right, to either perform itself, or engage another contractor to perform, some or all maintenance, operation and other services that are not among the Services. In the event that SCMCN determines that Service Provider does not possess the qualified personnel, tools and equipment for a particular SCMCN Asset or particular Services or any particular category of Services, SCMCN may either (a) perform itself some or all of those Services or (b) engage another contractor to perform some or all of those Services.
- 2.2. Core Services. Service Provider shall furnish and perform the following specified maintenance and repair services for the SCMCN Assets (collectively, the Core Services):
- 2.2.1. 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.
- 2.2.2. The Core Services shall also include, but not be limited to, the provision by Service Provider of all qualified personnel, tools and equipment necessary or advisable in connection with the Core Services (which shall be chargeable to SCMCN as Compensation pursuant to Section 5.1 hereof).

- 2.2.3. For the avoidance of doubt, the Core Services shall not include (a) any services with respect to Transmission Facilities that are not SCMCN Assets or (b) any capital replacements or capital additions to the SCMCN Assets; provided, however, that the Parties may agree that Service Provider will perform certain capital replacements to the SCMCN Assets as directed by SCMCN from time to time.
- 2.3. Emergency Services. In the event of any emergency, Service Provider shall act to prevent, avoid or mitigate injury, damage or loss to the SCMCN Assets and shall contact SCMCN immediately. Service Provider shall, upon receiving actual notice of an emergency, or written or email notice from SCMCN, provide such qualified personnel, tools and equipment as are necessary to assist in providing emergency restoration actions and services for the SCMCN Asset as directed by SCMCN. SCMCN may, by written or email notice of such failure to Service Provider, at SCMCN's sole discretion, immediately provide such service on its own. The Services described in this Section 2.3 are defined as Emergency Services.
- 2.4. Administrative Services. Service Provider shall, on a timely basis: (a) meet with representatives of SCMCN as reasonably requested by SCMCN; (b) appoint and designate a manager to represent and to act on behalf of Service Provider and to receive communications from SCMCN; (c) provide SCMCN with such reports or data reasonably requested by SCMCN; (d) provide SCMCN or its representatives with reasonable access to the SCMCN Assets; (e) maintain in good order all written and electronic books, records, logs and accounts with respect to the Services in accordance with Requirements of Law and upon termination of this Agreement, deliver to SCMCN all existing records with respect to the Services (items (a)-(e), the Administrative Services and collectively with the Core Services and the Emergency Services, the Services).
- 2.5. Changes to Services. SCMCN may request a change to the Services (a Change) by advising Service Provider in writing of a Change that SCMCN, in its discretion, believes to be necessary or advisable. Within fifteen (15) Business Days thereafter, Service Provider shall advise SCMCN whether it is willing to provide the Services in the proposed Change and a cost estimate for the Change. SCMCN shall advise Service Provider in writing of its approval or disapproval of the Change within fifteen (15) Business Days thereafter. If SCMCN approves the Change, Service Provider shall perform the Services as changed. The Parties shall memorialize in an addendum to this Agreement all Changes, which addendum shall be updated by the Parties from time to time. Service Provider may request a Change by advising SCMCN in writing that, in Service Provider's opinion, a Change to the Services is necessary or advisable. If SCMCN agrees, it shall advise Service Provider and thereafter, the Change shall be handled as if it were initiated by SCMCN. Notwithstanding the foregoing, neither SCMCN nor Service Provider shall have any obligation to proceed with any Change without a written authorization signed by both Parties.
- 2.6. Standard of Conduct.
- 2.6.1. Service Provider shall perform the Services in accordance with (a) Good Utility Practices, (b) all Requirements of Law, (c) the SCMCN Operating Manual, (d) written instructions from SCMCN, and (e) the Safety Rules.
- 2.6.2. In fulfilling its duty to operate the SCMCN Assets in accordance with Section 2.6.1, Service Provider shall apply its efforts to do so consistently and without Discrimination among all

electric transmission and distribution lines that it operates or maintains, including any such facilities owned by it, or in which it has a material ownership interest. In addition, with respect to costs that are to be allocated to the SCMCN Assets and to one or more other facilities, Service Provider shall only allocate to the SCMCN Assets, equitably and in accordance with Good Utility Practice, costs incurred by Service Provider in the performance of its obligations under this Agreement.

2.6.3. Discriminate means the failure of Service Provider to provide services in a manner that treats alike each of the SCMCN Assets and the other facilities it operates or maintains under substantially similar conditions, and which dissimilar treatment (a) either (i) has a material adverse effect on SCMCN or (ii) is not otherwise justified as acting in accordance with Good Utility Practices, and (b) is evidenced by a particular practice or pattern of behavior of Service Provider that is intended to and actually does discriminate against SCMCN or the SCMCN Assets. The term Discrimination has a correlative meaning. Discrimination does not include any incidental assistance by Service Provider that it has no contractual obligation to provide. For purposes of this Section 2.6.3, a material adverse effect on SCMCN means a material adverse effect on, or a material increase in the costs of, any of (A) the operation and maintenance of the SCMCN Assets for the benefit of SCMCN, (B) the performance of the Services for the benefit of SCMCN, or (C) the business, operations or financial condition of SCMCN.

2.7. Limitation on Subcontracting. Except for the subcontractors that are, from time to time, set forth in Exhibit B, Service Provider shall use its own employees to perform the Services and shall not subcontract any responsibility or obligation under this Agreement without the prior written consent of SCMCN. In order to appoint an Approved Subcontractor, Service Provider shall provide at least thirty (30) days' prior written notice to SCMCN of any Services proposed to be subcontracted and of the identity of all proposed subcontractors. If SCMCN does not consent to the engagement of a proposed subcontractor, Service Provider shall not engage said subcontractor for the Services. Service Provider shall not be relieved of any responsibility or obligation under this Agreement by subcontracting all or any portion of the Services. Service Provider shall include in any such subcontracts any provisions of this Agreement which in any way may be applicable to performance of the subcontract, including this Article, and all representations, warranties, insurance, indemnity, jobsite safety and compliance provisions and all other applicable provisions intended for the protection of SCMCN in form and substance similar to those provisions as contained herein, and SCMCN shall be an expressed third party beneficiary of any such subcontract. Notwithstanding the foregoing, when providing Emergency Services, Service Provider may utilize the services of any entity provided under a mutual aid agreement with other utilities.

Article 3. Jobsite Safety

3.1. Site inspection. Service Provider shall be deemed to have examined all SCMCN Asset sites where it performs Services (SCMCN Asset Sites) and to have secured full knowledge of all conditions under which the Services are to be performed, including, but not limited to, soil conditions, available roadway, rail and other approaches to the SCMCN Asset Sites and the space available for work areas, storage, and temporary buildings including offices.

- 3.2. Use of Site by Others. Each SCMCN Asset Site and its approach facilities shall be used by Service Provider with due regard for the requirements of SCMCN and others permitted by SCMCN to use such SCMCN Asset Site. If it becomes necessary to move the materials or facilities of Service Provider, it shall be done upon request of SCMCN at the expense of Service Provider unless the request involves a movement from a previously approved area. SCMCN may install and operate equipment and machinery or otherwise use and occupy any SCMCN Asset Site during the performance of the Services, provided that SCMCN shall not unreasonably interfere with Service Provider's performance of the Services under the conditions originally contemplated.
- 3.3. Site Maintenance. Service Provider shall perform the Services in a manner that does not degrade the safe and sanitary conditions of each SCMCN Asset Site.
- 3.4. Plant Protection Regulations. Service Provider, before entering the premises of any SCMCN Asset Site that is secured by fencing or other perimeter barrier to perform the Services, must notify SCMCN of its intention to do so and at the same time inform SCMCN of the starting date for the performance of the Services, the nature of the Services to be performed, the areas in which the Services will be performed, the duration of the Services, the approximate number and types of personnel performing the Services, the schedule, length of time to be worked and such other information as may be necessary to enable Service Provider to be advised of and to comply with all applicable facility protection rules and regulations. Notwithstanding the foregoing, the terms of any joint use or easement agreements relating to the Parties access to any SCMCN Asset Site between Service Provider and SCMCN shall supersede the requirements of this Section.
- 3.5. Safety Rules. This Section 3.5 applies to all employees, agents, subcontractors, contractors and invitees of Service Provider, including the employees of any of them (herein called Service Provider Authorized Personnel). Prior to commencement of the Services, the Parties will agree to procedures that ensure that Service Provider adheres, and the Service Provider Authorized Personnel adhere, to a mutually satisfactory safety program at all times while on SCMCN Asset property, by adopting procedures (the Safety Rules) that incorporate the more stringent of the various safety procedures of SCMCN and those applicable to Service Provider's own facilities. Service Provider shall ensure that all Service Provider Authorized Personnel on any SCMCN Asset Site conform to all Safety Rules and attend all required safety training before starting to perform any Services. Service Provider will ensure that all Service Provider Authorized Personnel have been instructed with respect to all Safety Rules and have been advised to report any infractions thereof to Service Provider without fear of recrimination. Service Provider shall immediately correct any such infractions by Service Provider Authorized Personnel and shall be responsible for any and all consequences thereof. Service Provider agrees to indemnify and hold harmless SCMCN from and against any claims and liability for personal injury or death of any Service Provider Authorized Personnel occurring while they are present on any SCMCN Asset Site and arising out of or in connection with any failure by Service Provider or any Service Provider Authorized Personnel to enforce or observe any Safety Rules.

Article 4. Obligations of SCMCN

- 4.1. Materials. SCMCN shall provide and have the financial responsibility for all materials required by Service Provider to perform the Services, other than certain materials to be provided by Service Provider, which are described in Exhibit C (Service Provider Materials), a sub-set of which shall also be the financial responsibility of Service Provider (such Service Provider Materials for which Service

Provider also has the financial responsibility are designated as such in Exhibit C). Service Provider shall use all materials provided by SCMCN and all Service Provider Materials for which SCMCN has the financial responsibility, solely and exclusively to perform the Services. Service Provider shall keep an inventory record of any material SCMCN provides to it under this Agreement, and any Service Provider Materials that SCMCN pays for and, return any such unused materials to SCMCN upon termination or expiration of this Agreement. Service Provider shall be responsible for safeguarding and segregating any materials provided by SCMCN in a secured location (the address of which Service Provider shall provide to SCMCN by written notice), clearly labeled as being the property of SCMCN. Service Provider shall be responsible for the damage or destruction of such materials while in its possession or control.

- 4.2. Compliance with Operating Manual. Service Provider shall, at all times, comply with the SCMCN Operating Manual or, to the extent no SCMCN Operating Manual exists, Good Utility Practices. SCMCN shall provide to Service Provider a true and correct copy of the SCMCN Operating Manual and shall promptly provide Service Provider with true and correct copies of any updates thereto as and when the same are published by SCMCN. SCMCN shall be responsible for management and administration of policies and maintenance procedures with respect to the Services, as set forth in the SCMCN Operating Manual or Good Utility Practices, as the case may be, which SCMCN represents and warrants is and will be consistent with procedures applicable to its Affiliate operating companies.
- 4.3. Strategy and Tactics. SCMCN shall in its sole discretion make business, management, tactical and strategic decisions as may be required from time to time in connection with the Services and the SCMCN Assets.
- 4.4. Manager. SCMCN shall designate a manager to represent it and to act on its behalf and receive communications from Service Provider.
- 4.5. Access. SCMCN shall provide Service Provider or its representatives with access to the SCMCN Assets that is sufficient to enable Service Provider to perform the Services in accordance with the requirements set forth in this Agreement.

Article 5. Compensation, Billing, Payment and Audit

- 5.1. Compensation. In consideration for Service Provider's performance of the Services, SCMCN shall pay Service Provider an amount equal to the sum of the following amounts in connection with the performance of the Services: (a) the actual amount incurred by Service Provider for direct labor and reasonable overhead costs, plus (b) a reasonable usage fee for the use of any equipment provided by Service Provider, plus (c) the actual amount incurred by Service Provider for any verifiable incidental materials provided by Service Provider, or other direct costs, including insurance and any required permits or approvals from Governmental Authorities to the extent applicable to Services on the SCMCN Assets, plus (d) the actual amount paid to any Approved Subcontractor for Services performed (without duplication of amounts paid under any of clauses (a), (b), (c) or (d)); plus (e) the product of (i) clauses (a) and (b) and (ii) the Service Provider's Margin (collectively, the Compensation). Any cost of Service Provider, or any Approved Subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practices. Notwithstanding

anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the Services must be just and reasonable.

- 5.2. Invoicing. On a monthly basis, Service Provider shall invoice the amount of Compensation earned by Service Provider during the prior month, including in the invoice the appropriate SCMCN designated maintenance activity and expense code and otherwise in compliance with SCMCN's invoicing requirements, which are set forth in Exhibit D hereto.
- 5.3. Payment. SCMCN shall pay the amount of each invoice received from Service Provider a net 30 day basis following SCMCN's receipt of the invoice. In the event that SCMCN has a dispute with respect to the amount of any invoice, SCMCN shall make full payment and include with such payment, or within thirty (30) days of such payment, a written statement specifying the amount in dispute and its reasons for disputing such amount. SCMCN and Service Provider shall endeavor to negotiate a settlement of any disputed amounts. In the event that the Parties determine that SCMCN has paid a disputed amount that it should not have been obligated to pay, SCMCN shall be entitled to that amount plus Interest at the Specified Interest Rate, until paid. With respect to an overpayment by SCMCN, such amount, including interest, shall first be used to offset any invoices due and payable and the balance shall be refunded to SCMCN.
- 5.4. Recordkeeping. Service Provider shall maintain adequate books and records concerning the amount of Compensation billed to SCMCN. Service Provider shall also comply with the SCMCN accrual requirements contained in Exhibit D. Upon ten (10) days advance written notice from SCMCN, Service Provider will permit SCMCN to audit during normal business hours such records as may be reasonably necessary to verify the accuracy of the amount of Compensation billed by Service Provider to SCMCN. Service Provider shall cooperate with all such audits. All such audits will be conducted at the expense of SCMCN. In the event that the Parties determine that a Party has paid or incurred an amount that it should not have been obligated to pay or incur, such Party shall be given credit for that amount plus Interest at the Specified Interest Rate. If SCMCN has overpaid, such amount, including interest at the Specified Interest Rate from the date of overpayment, shall first be used to offset any invoices due and payable and the balance shall be refunded to SCMCN within ten (10) days. If SCMCN has underpaid, such amount, including interest at the Specified Interest Rate from the date of underpayment, shall be paid to Service Provider within ten (10) days.

Article 6. Representations and Warranties

- 6.1. Each Party. Each of the Parties represents and warrants as follows:
- 6.1.1. Organization and Existence. Such Party is duly organized, validly existing and in good standing under the laws of the State of its organization.
- 6.1.2. Execution, Delivery and Enforceability. Such Party has full power and authority to execute, deliver and carry out its obligations under this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of such Party. Assuming due authorization, execution and delivery of this Agreement by the other Party hereto, this Agreement constitutes the valid and legally binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be

limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by Requirements of Law.

6.1.3. No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, (a) violate such Party's articles of incorporation, articles of organization, bylaws, operating agreement or any other organizational document, each as amended to date; (b) violate any Requirements of Law as applicable to such Party or any effective resolution of such Party, each as amended to date, in a manner that could cause a Material Adverse Effect; (c) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (i) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to such Party or the Transmission Facilities for any SCMCN Asset or (ii) any Requirements of Law or any judgment, order or decree applicable to such Party or any SCMCN Asset, which violation or default could create a Material Adverse Effect; or (d) result in the imposition or creation of any lien or encumbrance upon or with respect to such Party's Transmission Facilities that could create a Material Adverse Effect.

6.1.4. No Consents. No consent or approval of, filing with or notice to any Person, including any Affiliate, is required to be obtained or made by such Party in connection with such Party's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby.

6.2. Additional Representation of Service Provider. Service Provider further represents, warrants and covenants to SCMCN that Service Provider and their 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 SCMCN Assets that operate at 115 kV or below in accordance with the terms hereof.

Article 7. Term and Termination

7.1. Term. This Agreement shall (a) commence upon the earlier to occur of the date SCMCN closes on the purchase of any transmission assets from Service Provider pursuant to the first Asset Purchase Agreement to close and (b) remain in effect for five (5) years after the date SCMCN closes on the purchase of any transmission assets from Service Provider pursuant an Asset Purchase Agreement, unless earlier terminated pursuant to this Section 7.1 (the Initial Term). In addition, this Agreement shall automatically renew for an additional five (5) year term (each, a Renewal Term and collectively with the Initial Term, the Term), upon the expiration of the Initial Term or the then-current Renewal Term (up to a maximum of five (5) such Renewal Terms), unless terminated pursuant to Section 7.2 or by written notice by either Party at least two (2) years prior to the end of the Initial Term or any Renewal Term.

7.2. Termination. This Agreement may not be terminated except as follows:

7.2.1. A non-defaulting Party may terminate this Agreement as provided in Section 8.4.

- 7.2.2. This Agreement may be terminated as provided in Section 15.3.
- 7.2.3. This Agreement may be terminated at any time by written consent, signed by both Parties.
- 7.3. Effect of Termination. Unless otherwise agreed in writing by the Parties, at the end of the Initial Term or any Renewal Term, the Parties shall take the following actions:
- 7.3.1. Service Provider shall continue to perform the Services hereunder until the later of (a) the end of the current calendar year or (b) six (6) months subsequent to the effective date of termination, upon termination or expiration of this Agreement other than by notice as provided in Section 7.2.
- 7.3.2. Service Provider shall be paid the Compensation for Services actually rendered prior to termination of this Agreement and shall also be paid Compensation for Service during any post-termination period during which it renders Services in accordance with Section 7.3.1.
- 7.3.3. Within sixty (60) days following termination of this Agreement, Service Provider and SCMCN shall reconcile all amounts then due and payable to each other under this Agreement. Within ninety (90) days after such reconciliation, Service Provider or SCMCN, as the case may be, shall make final payment in complete discharge of its obligations under this Agreement, except those obligations that expressly survive the termination of this Agreement.
- 7.3.4. Service Provider shall deliver to SCMCN upon termination or expiration of this Agreement all records pertaining to the Services pursuant to Section 2.4 (e), all unused materials pursuant to Section 2.2.2 and Section 4.1 and all SCMCN Work Product and Service Provider Work Product pursuant to Section 9.2.
- 7.3.5. The indemnifications provisions in Sections 2.7 (matters to be included in subcontracts), 3.5 (safety enforcement indemnity) and Article 11 (indemnity), as well as the provisions in Article 12 (Confidentiality), shall each survive the termination of this Agreement.

Article 8. Default

8.1. Event of Default.

An Event of Default occurs if:

- 8.1.1. SCMCN fails to make a payment under this Agreement when due and such failure continues for a period of twenty (20) days after receipt of written notice thereof from Service Provider (the Payment Default Notice) (such default being a Payment Default); or
- 8.1.2. Any Party fails to fulfill any other material obligation under this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof from Service Provider, if the defaulting Party is SCMCN, and SCMCN, if Service Provider is the defaulting Party (a Performance Default); or

- 8.1.3. (a) such Party becomes insolvent or bankrupt or ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for any substantial part of its property; or (b) a bankruptcy, winding-up, reorganization, insolvency, arrangement or similar proceeding instituted by or against such Party under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days; or (c) any action or answer by such Party approving of, consenting to, or acquiescing in, any such proceeding; or (d) the levy of any distress, execution or attachment upon the property of such party that substantially interferes with such Party's performance under this Agreement (any such event being a Financial Default).
- 8.2. Cure. If the nature of the failure to cure a Performance Default is such that, although curable, it cannot with Due Diligence be cured within said thirty (30) day period, and the defaulting Party shall have diligently prosecuted the cure of such failure within said thirty (30) days and thereafter diligently prosecutes such cure until the failure is remedied, the time for cure of the Event of Default shall be extended by such period of time as is reasonably necessary to cure such Event of Default, subject to a maximum extension of ninety (90) days.
- 8.3. Remedies. Upon the occurrence of an Event of Default that is not cured in accordance with Section 8.2 above, a non-defaulting Party shall be entitled to commence an action to require the defaulting Party to remedy such Event of Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and may exercise such other rights and remedies as it may have in equity or at law. In addition, if Service Provider fails to carry out any of its obligations under this Agreement and fails, within thirty (30) days after receiving notice of such breach from SCMCN (or within such shorter time as SCMCN reasonably believes is prudent in light of the nature of the breach), SCMCN may, without prejudice to any other remedy it may have, cure such breach. Service Provider shall pay, upon demand, the costs reasonably incurred by SCMCN in exercising its rights under this Section 8.3 and such exercise will not diminish any of SCMCN's rights under this Section 8.3 or any of its other rights and obligations under this Agreement. Any amount due under this Agreement shall bear interest from the date due until paid at the Specified Interest Rate. Service Provider's liability for damages as the result of a Performance Default shall not exceed the actual amount paid for direct labor, reasonable overhead costs and the Service Provider's on such amount by SCMCN to Service Provider in performing such Service; it being understood that the foregoing limitation of damages does not apply to any liability under the indemnification provisions in Section 3.5 and 11.1.
- 8.4. Termination. After applicable cure periods, a non-defaulting Party may terminate this Agreement as follows:
- 8.4.1. Either Party may terminate as the result of a Payment Default or Financial Default, effective thirty (30) days from written notice of the Event of Default, if the Event of Default, including any payment of applicable interest at the Specified Interest Rate, has not been cured during that period.
- 8.4.2. SCMCN may terminate this Agreement as the result of a Performance Default by Service Provider only if the Performance Default is a violation of the standard of conduct in Section 2.6.1(c), (d) or (e) or 2.6.2 and Service Provider does not, before the end of the applicable

cure period, rectify its conduct after the date of the Performance Default to bring its performance into compliance with the applicable standard of conduct in Sections 2.6.1(c), (d) or (e) or Section 2.6.2.

Article 9. Ownership of Property, Data and Information

- 9.1. Ownership. SCMCN shall own all right, title and interest in any goods and other property created, delivered or provided by Service Provider to SCMCN in connection with Service Provider's performance of the Services, including any physical repairs, improvements or betterments of the SCMCN Assets, as well as all accumulated drawings, sketches, data, reports, plans, specifications, calculations, maps, schedules, models, samples, estimates, summaries, completed work, and work in progress (collectively Work Product) prepared or developed by Service Provider or its employees during the performance of the Services (Service Provider Work Product). SCMCN shall also retain all right, title and interest in all Work Product provided to Service Provider by SCMCN (SCMCN Work Product). The Parties recognize that each of Service Provider, as operating utilities, may develop know-how or other intellectual property while maintaining its own System as well providing the Services and agree that such know-how or other intellectual property shall remain the property of Service Provider, except as agreed to in writing in advance of Service Provider developing specific know-how or other intellectual property at SCMCN's request.
- 9.2. Return of Work Product. In addition, Service Provider shall deliver to SCMCN all Service Provider Work Product and SCMCN Work Product upon SCMCN's request and, in any event, upon termination or expiration of this Agreement.

Article 10. Insurance

- 10.1. Prior to commencing performance under this Agreement. Service Provider will provide certificates of insurance and thereafter will maintain during the Term the following insurance with insurance companies of recognized solvency that are acceptable to SCMCN (certificates of insurance shall be provided to SCMCN):
- 10.1.1. Worker's Compensation. Worker's Compensation Insurance as required by all Requirements of Law where Services are to be performed and Employer's Liability Insurance with a limit of liability of \$1,000,000 for each accident. In the event Service Provider subcontracts the Services to be performed or utilizes Sunflower employees to provide such Services, the Service Provider shall require the Approved Subcontractor or Sunflower, as applicable, to fulfill the worker's compensation terms of this Agreement.
- 10.1.2. Commercial General Liability. Commercial General Liability Insurance on a broad form with a \$2,000,000 combined single limit for bodily injury and property damage for each occurrence, including coverage for contractual liability, broad-form property damage, collapse, explosion and underground hazards, personal injury and products and completed operations for one (1) year after acceptance of the Services, or insurance providing substantially similar coverage in all areas where all Services are performed.
- 10.1.3. Business Auto Liability Insurance. Business Auto Liability Insurance covering Service Provider's owned, non-owned and hired vehicles with limits of at least \$1,000,000

combined single limit for bodily injury and property damage for each accident when any auto is used in performing Services.

- 10.1.4. Excess Liability. Excess Liability Insurance covering Employer's Liability, Comprehensive General Liability, and Business Auto Liability to a limit of \$20,000,000 combined single limit for bodily injury and property damage in all areas where Services are performed.
- 10.2. Requirements for Service Provider Insurance Policies. Service Provider shall be responsible for the payment of all deductible amounts with respect to the insurance required to be maintained by it under this Agreement (such insurance policies hereinafter referred to as Service Provider Insurance Policies). All Service Provider Insurance Policies shall:
- 10.2.1. except for Worker's Compensation Insurance, specify SCMCN as an additional insured;
- 10.2.2. provide that SCMCN shall have the right, but not the obligation, to pay premiums if Service Provider shall fail to do so;
- 10.2.3. waive any right of subrogation against SCMCN and waive any other right of the insurers to any offset or counterclaim or any other deduction, whether by attachments or otherwise, in respect of any SCMCN liability;
- 10.2.4. provide a severability of interests or cross liability clause;
- 10.2.5. provide SCMCN not less than thirty (30) days advance written notice prior to cancellation, termination or material alteration of any such required policy of insurance; and
- 10.2.6. be primary and not contributory.
- 10.3. Copies. Upon request, Service Provider shall provide SCMCN with the Service Provider Insurance Policies evidencing such insurance prior to commencing performance of the Services.

Article 11. Indemnity

- 11.1. Mutual Indemnity. Each Party (Indemnifying Party) agrees to defend, indemnify, and hold harmless the other Party and its Related Parties (each an Indemnified Party), as the case may be, against any claims, liabilities, losses, damages, judgments, costs or expenses, including reasonable attorney's fees arising out of or related to this Agreement (collectively Claims) to the extent caused by or resulting from the gross negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement. A Party shall promptly notify the other Party 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. This indemnity shall be in addition to the indemnity set forth in Section 3.5.
- 11.2. Limitation on Damages. Notwithstanding anything to the contrary contained herein the Parties waive all Claims against each other (and against each other's Related Parties) for any consequential, incidental, indirect, special, or exemplary damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; cost of replacement power;

interest charges (except as expressly set forth in this Agreement); cost of capital; or claims of its customers to which service is made), and regardless of whether any such Claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory. The above limitations shall not, however, be construed as a limitation on liability for death, bodily injury, or third party claims.

Article 12. Confidentiality

- 12.1. **Confidential Information Defined.** For all purposes of this Agreement, the term Confidential Information shall refer to any and all information or material disclosed or provided by or on behalf of the Party disclosing the information (each, a Disclosing Party) to the Party receiving the information (each, a Recipient) that is identified by the Disclosing Party as Confidential Information. Confidential Information also includes any notes, analyses, compilations, studies, or other materials or documents prepared by Recipient that contain, reflect, or are based on, in whole or in part, other Confidential Information.
- 12.2. **Exceptions to Confidential Information.** Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Recipient, (ii) was already in Recipient's possession or known to Recipient prior to being disclosed or provided to Recipient by or on behalf of Disclosing Party, provided that, to the best of Recipient's knowledge, the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iii) is obtained by Recipient from a third party, provided that, to the best of Recipient's knowledge, such third party is not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iv) is obtained by or provided to a third party under the [INSERT STATUTORY REFERENCE TO STATE OPEN RECORDS ACT] or any similar Requirement of Law; (v) is obtained by or provided to a Government Authority at the request of such Government Authority or pursuant to Requirements of Law, or (vi) is necessary for the Party's compliance with Federal securities laws in connection with the issuance of any financing obligations.
- 12.3. **Restrictions on Disclosure and Use.** Recipient hereby covenants and agrees as follows:
- 12.3.1. ***Non-Disclosure.*** Recipient shall keep strictly confidential and shall not disclose the Confidential Information to any Person, except (subject to Sections 16.1.3(b) and 12.3.412.3.4 below) (i) to those representatives of Recipient to whom disclosure is necessary in connection with Recipient's exercise of rights and obligations under this Agreement and who shall be informed of the confidential nature of the Confidential Information, (ii) to comply with any Requirements of Law, (iii) to any financing sources of Recipient or underwriters or rating agencies in connection with Recipient's efforts to obtain financing, or as necessary (in offering documents or otherwise) to comply with any Requirements of Law in connection with any public offering of securities, or (iv) as otherwise consented to in advance and in writing by Disclosing Party. Recipient shall take all actions necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used, or obtained by any Person except in accordance with the terms of this Agreement.

- 12.3.2. **Compelled Disclosure.** In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process or by any law, rule, or regulation of any Governmental Authority, including the [INSERT STATUTORY REFERENCE TO STATE OPEN RECORDS ACT] and applicable state and Federal securities laws) to disclose any of the Confidential Information, Recipient shall, to the extent permissible, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Disclosing Party, Recipient is legally required to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information that counsel advises Recipient is legally required to disclose.
- 12.3.3. **Ownership; No License.** No right, title, or interest in or to any of the Confidential Information is transferred to Recipient hereby or by the delivery of Confidential Information to Recipient hereunder. Disclosing Party grants no license, by implication or otherwise, under or of any patent, copyright, trademark, trade secret, or other intellectual property right by disclosing Confidential Information under this Agreement.
- 12.3.4. **Use.** Recipient shall use the Confidential Information solely for purposes required to exercise rights and obligations under, or otherwise carry out the transactions contemplated by, this Agreement and any other Project Document.
- 12.3.5. **Representative.** All Representatives of Recipient to whom the Confidential Information has been disclosed shall be included within the definition of the term Recipient for purposes of this Agreement and shall be deemed bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and for that purpose it will be assumed that all such Representatives signed this Agreement as the Recipient hereunder.
- 12.3.6. **Return of Confidential Information.** Recipient shall, upon termination of this Agreement, promptly return to Disclosing Party or destroy (and certify in writing to Disclosing Party the destruction of) all Confidential Information, including all copies thereof, except Recipient may retain one copy of all Confidential Information for its legal files and shall not be required to destroy electronic copies contained on back-up media readily accessible only by information technology staff or experts. Notwithstanding such return or destruction, Recipient shall continue to be bound by this Agreement.
- 12.3.7. **Equitable Remedies.** Recipient hereby agrees that its failure to perform any obligation or duty that it has agreed to perform under this Article 12 may cause irreparable harm to Disclosing Party, which harm cannot be adequately compensated for by money damages. Accordingly, in the event of any actual or threatened breach or default by Recipient hereunder, Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to either seek to compel specific performance by, or seek to obtain injunctive relief against, Recipient.

Article 13. Independent Contractor

Service Provider shall be an independent contractor with respect to the Services to be performed hereunder and neither Service Provider nor its Related Parties, nor the employees or agents of its Related Parties, shall be deemed to be the servants, employees, or agents of SCMCN. Service Provider shall be responsible for payment of actual wages and salaries of all employees and other of its personnel providing Services, including compensation, payroll taxes, benefits, insurance and other terms and conditions of employment or engagement; it being understood that all employees employed by Service Provider shall be employees of Service Provider and not of SCMCN, and SCMCN shall have no liability relating to such employees.

Article 14. Force Majeure

- 14.1. Defined. An event of Force Majeure means any event which is not within the reasonable control of the Party affected and with the exercise of due diligence could not reasonably be prevented, avoided or removed by such Party, which causes the Party claiming that an event of Force Majeure occurred to be delayed, in whole or in part, or unable, using commercially reasonable efforts, to partially or wholly perform its obligations under this Agreement (other than any obligation for the payment of money) or that damages (or is reasonably expected to damage) equipment including any: act of God, labor disturbance, act of the public enemy, war, terrorist act, insurrection, civil disturbance, sabotage, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation or restriction imposed by a Governmental Authority or lawfully established civilian authorities, or any other cause beyond a Party's control. The burden of proof as to whether an event Force Majeure has occurred, its duration and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such event of Force Majeure.
- 14.2. Effect of Force Majeure. Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling its obligation due to an event of Force Majeure. A Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to cure the Force Majeure event and to perform its obligations under this Agreement.
- 14.3. Notification. If there is a Force Majeure event affecting a Party's ability to perform its obligation under this Agreement, the Party shall forthwith (and in any event no later than five (5) Business Days after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party verbal reports with respect to the Force Majeure event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.
- 14.4. Removal. If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the foregoing, a Party shall not be obligated to agree to any settlement of a strike or labor dispute that, in that Party's sole opinion, may be inadvisable or detrimental.

Article 15. Assignment

- 15.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns.
- 15.2. Assignments by SCMCN. SCMCN shall not assign its rights under this Agreement to another party except with the prior written consent of Service Provider, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that SCMCN shall be permitted to assign any of its rights under this Agreement without any consent (a) to any of its Affiliates, (b) in connection with a sale of substantially all of SCMCN's Transmission Facilities or (c) for the purpose of financing the SCMCN Assets, including, without limitation, to a master limited partnership; and provided, further, that nothing in this Agreement shall limit SCMCN's rights to subcontract any construction of the SCMCN Assets, and any portions thereof, to any third parties.
- 15.3. Assignments by Service Provider. Service Provider shall not assign its rights under this Agreement to another party except with the prior written consent of SCMCN, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Service Provider shall be permitted to assign any of its rights under this Agreement without any consent to any of its Affiliates. SCMCN shall have the right to terminate the Agreement in connection with a sale or change of control of all or substantially all of the Transmission Facilities of Service Provider or of Sunflower or of both.
- 15.4. No Circumvention. Notwithstanding the provisions of Sections 15.2, no upstream changes in control nor assignment to an Affiliate (or, with respect to Service Provider, to Sunflower) shall be effective to circumvent a Party's rights under this Article 15 and no assignment otherwise permitted hereunder shall be made to any Person that does not have (i) financial capability and operational expertise equal or greater than the assigning Party and (ii) all rights and interests necessary to perform the assigning Party's obligations hereunder.

Article 16. Miscellaneous

- 16.1. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Missouri, without regard to conflicts of law principles.
- 16.2. Notices. Unless otherwise specifically provided in this Agreement, including Exhibit D as to invoices, 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 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 on Exhibit F, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next business day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) 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 Party given in accordance with this Section, following the effectiveness of which notice such Party's address or facsimile number shall be updated accordingly.

- 16.3. Entire Agreement. 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.
- 16.4. No Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third Person (including the public at large) so as to constitute any such Person as a third party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party, Indemnified Party, successor or permitted assignee.
- 16.5. Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is 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.
- 16.6. Interpretation. In this Agreement, and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:
- 16.6.1. the singular includes the plural and vice versa;
 - 16.6.2. reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;
 - 16.6.3. reference to any gender includes each other gender;
 - 16.6.4. reference to any agreement (including this Agreement and the Related Agreements), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
 - 16.6.5. reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition;
 - 16.6.6. the captions and article and section headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;
 - 16.6.7. where technical terms are used in the Project Documents, or attachments thereto, save and except as defined herein or therein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical transmission industry;
 - 16.6.8. hereunder, hereof, hereto, herein and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof;

- 16.6.9. including (and with correlative meaning include) means including without limiting the generality of any description preceding such term;
- 16.6.10. relative to the determination of any period of time, from means from and including, to means to but excluding and through means through and including;
- 16.6.11. any means any and all;
- 16.6.12. reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and
- 16.6.13. whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.
- 16.7. Construction. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.
- 16.8. Modifications. Unless otherwise specifically provided herein, this Agreement, including all Schedules and Exhibits, may be altered, modified, varied or waived, in whole or in part, only by a modification executed by the duly authorized representatives of both Parties.
- 16.9. No Waivers. Any waiver at any time by a Party of 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.
- 16.10. 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.
- 16.11. 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 attempt 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. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have made and executed this Maintenance Agreement the day and year first above written intending the same to be binding upon the Parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether one and the same instrument and Agreement.

SCMCN

South Central MCN LLC

By: *Noman L Williams*
Noman Williams
Sr. Vice President and Chief Operating Officer

SERVICE PROVIDER

BBC Electrical Services, Inc.


By:  *CHARLES COUCH*
Its: *Cfo*

EXHIBIT A

SCMCN ASSETS

SCMCN 69 kV transmission and substation facilities serving the City of Nixa, Missouri

EXHIBIT B
APPROVED SUBCONTRACTORS

None

EXHIBIT C
SERVICE PROVIDER MATERIALS

EXHIBIT D**SCMCN INVOICING REQUIREMENTS**

All invoices for Services performed under this Agreement must be submitted to:

SCMCN

All Invoices presented for payment must include an **invoice number** or specific identifier, **Invoice Date**, **total amount of invoice** including freight and taxes, if applicable and the **appropriate general ledger (GL) account number or work order number** noted for each invoice line item. (*Attach a list of accounts by description as Exhibit D-2*). All invoices must include charges assigned to an account in accordance with the Federal Energy Regulatory Commission Uniform System of Accounts.

In addition, invoices shall include the following items:

- Purchase Order Number
- Purchase Order Item Number
- Change Order Number
- Change Order Item Number
- Project or Asset Name
- Job site or location
- Description of work
- Remit address or
- Banking information for Electronic Funds Transfers

SCMCN Accrual Requirements:

Dollar estimate of additional work (by GL account number or work order number) completed but not yet invoiced, must be submitted via email to ap@SCMCNtransco.com or via facsimile to 248-946-3445 within five (5) Business Days upon such request from SCMCN.

EXHIBIT D-2**LIST OF FERC UNIFORM SYSTEMS OF ACCOUNT BY DESCRIPTION****Operation**

- 560 Operation supervision and engineering.
- 561.1 Load dispatch—Reliability.
- 561.2 Load dispatch—Monitor and operate transmission system.
- 561.3 Load dispatch—Transmission service and scheduling.
- 561.4 Scheduling, system control and dispatch services.
- 561.5 Reliability planning and standards development.
- 561.6 Transmission service studies.
- 561.7 Generation interconnection studies.
- 561.8 Reliability planning and standards development services.
- 562 Station expenses (Major only).
- 562.1 Operation of Energy Storage Equipment
- 563 Overhead line expense (Major only).
- 564 Underground line expenses (Major only).
- 565 Transmission of electricity by others (Major only).
- 566 Miscellaneous transmission expenses (Major only).
- 567 Rents.
- 567.1 Operation supplies and expenses (Nonmajor only).

Maintenance

- 568 Maintenance supervision and engineering (Major only).
- 569 Maintenance of structures (Major only).
- 569.1 Maintenance of computer hardware.
- 569.2 Maintenance of computer software.
- 569.3 Maintenance of communication equipment.
- 569.4 Maintenance of miscellaneous regional transmission plant.
- 570 Maintenance of station equipment (Major only).
- 570.1 Maintenance of Energy Storage Equipment
- 571 Maintenance of overhead lines (Major only).
- 572 Maintenance of underground lines (Major only).
- 573 Maintenance of miscellaneous transmission plant (Major only).
- 574 Maintenance of transmission plant (Nonmajor only).

EXHIBIT E

PERSONS FOR NOTICES

For Service Provider:

Randy Caruthers - President
BBC Electrical Services, Inc.
Hwy 43
Joplin, MO 64804
(O)417-206-4047
(F)417-206-4336
rcaruthers@bbcelectrical.com

With a copy to:

Chris Couch - Director of Finance
BBC Electrical Services, Inc.
Hwy 43
Joplin, MO 64804
(O)417-206-4047
(F)417-206-4336
ccouch@bbcelectrical.com

For SCMCN:

Edward M. Rahill
President and Chief Executive Officer
South Central MCN, LLC
Two North LaSalle, Suite 420
Chicago, IL 60602
(O) 213-283-5200
(F) 213-283-5199
erhail@gridliance.com

With a copy to:

N. Beth Emery
Senior Vice President, General Counsel & Secretary
South Central MCN, LLC
Two North LaSalle, Suite 420
Chicago, IL 60602
(O) 213-283-5222
(F) 213-283-5199
bemery@gridliance.com

**Gridliance
Labor Rates
9-1-15 to 8-31-16**

Rates effective through 09-01-2012

EMPLOYEE TITLE	ST	OT	DT
SUPERINTENDENT	\$108.00	\$155.96	\$203.91
GEN FOREMAN	\$103.17	\$148.84	\$194.51
FOREMAN	\$98.96	\$142.64	\$186.33
LINEMAN	\$90.56	\$130.27	\$169.99
OPERATOR	\$84.19	\$120.89	\$157.59
GROUNDSMAN	\$60.69	\$86.28	\$111.88
MECHANIC	\$84.19	\$120.89	\$157.59
SAFETY	\$90.56	\$130.27	\$169.99
1 APPRENTICE	\$56.95	\$80.77	\$104.60
2 APPRENTICE	\$61.15	\$86.96	\$112.78
3 APPRENTICE	\$65.35	\$93.15	\$120.95
4 APPRENTICE	\$69.55	\$99.34	\$129.12
5 APPRENTICE	\$73.75	\$105.52	\$137.29
6 APPRENTICE	\$77.96	\$111.71	\$145.47
7 APPRENTICE	\$82.16	\$117.90	\$153.64

**Gridliance
Labor Rates
9-1-15 to 8-31-16**

BBC Equipment Rates
9-1-15 to 8-31-16

EQUIPMENT DESCRIPTION	Hourly Rates
Air Compressor: 85 - 130 CFM	\$18.00
Back Hoe	\$40.00
Track Hoe	\$75.00
Backyard Machines	\$42.00
Bobcat	\$25.00
Bobcat on Tracks	\$30.00
Bucket truck up to 49 ft.	\$32.00
Bucket truck 50' to 64'	\$35.00
Bucket truck 65' to 74'	\$51.00
Bucket truck 75' to 84'	\$60.00
Bucket truck 85' to 94'	\$70.00
Caterpillars: D4, D5	\$60.00
Caterpillars - D6	\$75.00
1050 Dozer with triple winches	\$140.00
Digger Derricks up to 47' shiv	\$35.00
Digger Derricks 48' - 50' shiv	\$42.00
Digger Derricks over 50' shiv	\$52.00
Dump Truck	\$19.00
Flatbeds/Material Trailer	\$15.00
Office Trailer	\$25.00
Pickup	\$15.00
Rock Drill	\$60.00
Service Truck	\$20.00
Track Equipment - Bucket or Digger	\$125.00
Tractor Trailer	\$125.00
Truck Crane	\$78.00
Mantis Crane-45 ton	\$205.00
Mantis Crane-100 ton	\$300.00
Trailer - Maintenance	\$15.00
Trailer - Pole	\$10.00
Tool Trailer	\$18.00
Hard line puller	\$75.00
Large rope rig	\$60.00
Bull wheel tensioner	\$50.00
Bundle bull wheel tensioner	\$60.00
Reel stand trailer	\$35.00
Wire Stringing - Rope Pullers-Single & Double Drum	\$18.00
Wire Stringing - Rope Pullers-3 Drum-Medium	\$35.00
Wire Stringing - Rope Pullers-4 Drum-Small	\$25.00
Wire Stringing - Rope Pullers-4 Drum-Medium	\$40.00
Wire Stringing - Conductor Tensioner	\$30.00
Wire Stringing - Wire Trailers - Single	\$25.00
Wire Stringing - Wire Trailer-Four Reel w/Brake	\$30.00
Hot Arms - DAILY RATE	\$2.85
Rollers - DAILY RATE	\$1.30