

**AMENDED AND RESTATED  
JOINT USE AGREEMENT**

**BY AND AMONG AMEREN SERVICES COMPANY, ACTING AS AGENT FOR AMEREN  
TRANSMISSION COMPANY OF ILLINOIS, N.W. ELECTRIC POWER COOPERATIVE, INC.,  
NORTHEAST MISSOURI ELECTRIC POWER COOPERATIVE AND ASSOCIATED  
ELECTRIC COOPERATIVE, INCORPORATED**

THIS AMENDED AND RESTATED JOINT USE AGREEMENT (“**Agreement**”), is dated as of the last signature date set forth below (the “**Execution Date**”) by and among Ameren Services Company, acting as agent for Ameren Transmission Company of Illinois (“**ATXI**”), N.W. Electric Power Cooperative, Inc. (“**N.W.**”), Northeast Missouri Electric Power Cooperative (“**Northeast Power**”) and Associated Electric Cooperative, Incorporated (“**AECI**”) and supersedes the Joint Use Agreement executed by the parties on September 14, 2023. AECI, N.W. and Northeast Power are collectively referred to herein as “**AECI**”. AECI and ATXI are sometimes referred to herein as a “**Party**” or collectively the “**Parties**”.

**RECITALS**

WHEREAS, AECI owns and operates an existing 69-mile, 161kV transmission line that runs from the existing Fairport Substation (“**Fairport Substation**”), owned by AECI, to the existing Locust Creek Substation (“**Locust Creek Substation**”), owned by AECI, via the existing 161kV Hickory Creek switching station (collectively, the “**Existing Circuit**”);

WHEREAS, AECI has commenced development and right-of-way acquisition of a new, approximately 35-mile, 161kV single circuit transmission line from the Locust Creek Substation to the existing ATXI owned Zachary Substation (“**Zachary Substation**”), (the “**New Single Circuit**”), and upgrades to the Zachary Substation to support interconnection of the New Single Circuit;

WHEREAS, ATXI has been selected by the Midcontinent Independent System Operator (“**MISO**”) to construct a new transmission project that includes a single circuit 345 kV transmission line from the Denny Substation (“**Denny Substation**”) to the Zachary Substation (“**Denny – Zachary Single Circuit Line**”);

WHEREAS, to secure regulatory approvals or county assents, ATXI may be required to co-locate a portion of the Denny – Zachary line segment with the Existing Circuit and co-locate the remaining portion of the Denny – Zachary line segment with the New Circuit (both co-located lines to be referred to herein collectively as the “**New Double Circuit Line**”);

WHEREAS, construction of the New Double Circuit Line will also require: (i) the removal of the Existing Circuit and rebuilding of such circuit as a double circuit 345/161 kV line (“**Rebuilt Circuit**”); (ii) construction of the New Circuit Connections (as hereinafter defined); and (iii) construction of the Rebuilt Circuit Connections (as hereinafter defined), and together with the New Circuit, Rebuilt Circuit and New Circuit Connections, the “**Zachary-Denny Project**”);

WHEREAS, the Parties desire to set forth herein their respective duties, responsibilities and obligations relating to the construction, ownership, operation and maintenance of the Zachary-Denny Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties for themselves, their successors, and their assigns agree as follows:

1. **Definitions.** The following words and terms shall have the meanings indicated unless clearly stated otherwise:

- 1.1 “**AECI Facilities**” shall have the meaning assigned to it in Section 8.2.
- 1.2 “**AFUDC**” shall have the meaning assigned to it in Section 3.1.3.1.
- 1.3 “**ATXI Conditions Precedent**” shall have the meaning assigned to it in Section 5.1.
- 1.4 “**ATXI Facilities**” shall have the meaning assigned to it in Section 8.1.
- 1.5 “**ASC**” shall have the meaning assigned to it in Section 11.3.
- 1.6 “**Capital Costs**” shall have the meaning assigned to it in Section 3.1.3.1.
- 1.7 “**Claims**” shall have the meaning assigned to it in Section 15.1.
- 1.8 “**Closing**” shall be a date mutually agreed upon by the Parties no earlier than thirty (30) days prior to the Zachary-Denny Project assets being placed into service.
- 1.9 “**Co-located Segment**” shall mean the co-location of the Zachary-Denny Project, using the existing ROW of the Existing Circuit and new ROW of the New Circuit, which is located generally along the route of the Segment as shown on Attachment A unless otherwise agreed in advance by mutual written agreement of the Parties acting in good faith.
- 1.10 “**Confidential Information**” shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of the disclosing Party, which is designated as Confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information may include, without limitation, all information relating to the disclosing Party’s technology, research and development, and business affairs pertaining to the Zachary-Denny Project, supplied by the disclosing Party prior to the Execution Date. Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential and furnishes to the receiving Party within thirty (30) days thereof a document designating or marking such oral and/or visual disclosures as confidential. Any information containing critical energy infrastructure information, as defined in 18 CFR § 388.113(c)(1) (“CEII”) and disclosed by a Party hereunder shall be clearly designated or marked in writing by the disclosing Party as “CEII” and deemed Confidential Information for purposes of this Agreement.
- 1.11 “**Connections**” shall mean, collectively, the New Circuit Connections and the Rebuilt Circuit Connections.
- 1.12 “**County Approvals**” shall have the meaning assigned to it in Section 4.1.
- 1.13 “**Zachary-Denny Project**” shall have the meaning assigned to it in the Recitals.
- 1.14 “**Dispute**” shall have the meaning assigned to it in Section 21.1.
- 1.15 “**Effective Date**” shall mean the date that this Agreement is allowed to become effective by FERC.

1.16 “**Existing Circuit**” shall have the meaning assigned to it in the Recitals. The Existing Circuit includes only the transmission facilities owned, controlled, operated and/or maintained by AECI within the Co-located Segment.

1.17 “**Facilities**” shall mean the New Double Circuit Line and the Connections.

1.18 “**Fairport Substation**” shall have the meaning assigned to it in the Recitals.

1.19 “**FERC**” shall mean the Federal Energy Regulatory Commission or its successor federal agency.

1.20 “**FERC Uniform System of Accounts**” shall mean the Uniform System of Accounts Prescribed for Public Utilities and Licensees subject to the provisions of the Federal Power act, 18 C.F.R. Part 101.

1.21 “**Final Design Specifications**” shall have the meaning assigned to it in Section 3.2.

1.22 “**Force Majeure**” means an event or circumstance or combination of events or circumstances beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Force Majeure including, but not limited to, acts of God, strikes, lockouts, industrial and/or labor disputes, floods, earthquakes, storms, fires, lightning, epidemics, wars, pandemics, riots, civil disturbances, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, or any other event or cause which is beyond the claiming Party’s reasonable control, and which wholly or in part prevents the claiming Party from performing its obligations under this Agreement. Mere economic hardship of a Party does not constitute Force Majeure.

1.23 “**Good Utility Practices**” means any of the applicable practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results in a good faith, nondiscriminatory manner and at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of all others, but rather shall mean all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties.

1.24 “**Governmental Authority**” means any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over either Party or the subject matter pertaining to this Agreement.

1.25 “**Indemnified Party**” shall have the meaning assigned to it in Section 15.1.

1.26 “**Indemnifying Party**” shall have the meaning assigned to it in Section 15.1.

1.27 “**Locust Creek Substation**” shall have the meaning assigned to it in the Recitals.

1.28 **Intentionally Left Blank**

1.29 **Intentionally Left Blank**

- 1.30 “**MISO**” shall have the meaning assigned to it in the Recitals.
- 1.31 “**MISO Change Order Approval**” shall have the meaning assigned to it in Section 5.2.
- 1.32 “**MoPSC**” shall have the meaning assigned to it in Section 4.2.
- 1.33 “**MoPSC Approval**” shall have the meaning assigned to it in Section 4.3.
- 1.34 “**NERC**” shall mean the North American Electric Reliability Corporation.

1.35 “**Net PP&E**” shall mean the net property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements reduced by accumulated depreciation associated with the property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements, such property, plant and equipment having been reduced by any amount(s) received from any customer(s) as a contribution in aid of construction, in all cases in accordance with the FERC Uniform System of Accounts.

1.36 “**New Circuit**” shall mean the new 345 kV/161 kV double circuit line between Zachary Substation and Locust Creek Substation and associated insulators, hardware and conductors, Shared Facilities and two OPGWs: one located above the 345 kV circuit and one above the 161 kV circuit, and the splice boxes for the fiber optic shield wire. The New Circuit shall also include the New Circuit Connections.

1.37 “**New Circuit Connections**” shall collectively mean the following: (i) one (1) new 345 kV area connection into the Zachary Substation (the “**New Circuit – 345 kV Zachary Connection**”); (ii) one (1) new 161 kV area connection into the Zachary Substation (the “**New Circuit – 161 kV Zachary Connection**”); and (iii) one (1) new 161 kV area connection into the Locust Creek Substation (the “**New Circuit – Locust Creek Connection**”).

1.38 “**New Double Circuit Line**” shall have the meaning assigned to it in the Recitals. The New Double Circuit Line shall include both the Rebuilt Circuit and the New Circuit.

1.39 “**New Right-of-Way Area**” shall mean the ROW along the Segment for which ATXI shall obtain all necessary rights to use for the location, construction, operation, maintenance, removal and replacement of the Facilities. The New Right-of-Way Area shall be located in or near the Right-of-Way Area.

1.40 “**Notice of Dispute**” shall have the meaning assigned to it in Section 21.1.

1.41 “**Notification List**” shall have the meaning assigned to it in Section 11.1.4.

1.42 “**Permitted Recipients**” shall have the meaning assigned to it in Section 19.1.

1.43 “**Pre-Construction Activities**” shall mean activities that are performed to support the design and planning of the Zachary-Denny Project, including, but not limited to, geotechnical inspections (i.e., soil borings), field/access reviews, surveying, structure staking, structure and line inspections and environmental surveying and inspections. Pre-Construction Activities shall specifically exclude clearing, construction access improvements, material receipt and staging, demolition and removals, foundation construction, structure installation, wire stringing, road monitoring and restoration. Unless approved in writing, Pre-Construction Activities in the Right-of-Way Area will be limited to those activities allowed under the existing AECI easements.

1.44 **“Rebuilt Circuit”** shall have the meaning assigned to it in the Recitals. The Rebuilt Circuit shall include the 345 kV/161 kV double circuit and associated insulators, hardware and conductors, Shared Facilities and two OPGWs: one located above the 345 kV circuit and one located above the 161 kV circuit, and the splice boxes for the fiber optic shield wire. The Rebuilt Circuit shall also include the Rebuilt Circuit Connections.

1.45 **“Rebuilt Circuit Connections”** shall collectively mean the following: One (1) replacement 161 kV area connection into the Locust Creek Substation (the **“Rebuilt Circuit – Locust Creek Connection”**); (ii) two (2) replacement 161 kV area connections into the Hickory Creek Substation (the **“Rebuilt Circuit – Hickory Creek Connections”**); (iii) one (1) replacement 161 kV area connection into the Fairport Substation (the **“Rebuilt Circuit – Fairport Connection”**); and (iv) one (1) new 345 kV area connection into the Denny Substation (the **“Rebuilt Circuit – Denny Connection”**).

1.46 **“Right-of-Way Area”** shall mean the approximately 100-foot wide ROW along the Segment for which AECI has all necessary rights to use for the location, construction, operation, maintenance, removal and replacement of the Existing Circuit.

1.47 **“ROW”** shall have the meaning assigned to it in the Recitals.

1.48 **“Segment”** shall mean that portion of the Existing Circuit identified on Attachment A as it exists prior to the construction of the Facilities. The Segment shall be referred to as the **“Co-located Segment”** following construction of the Zachary-Denny Project.

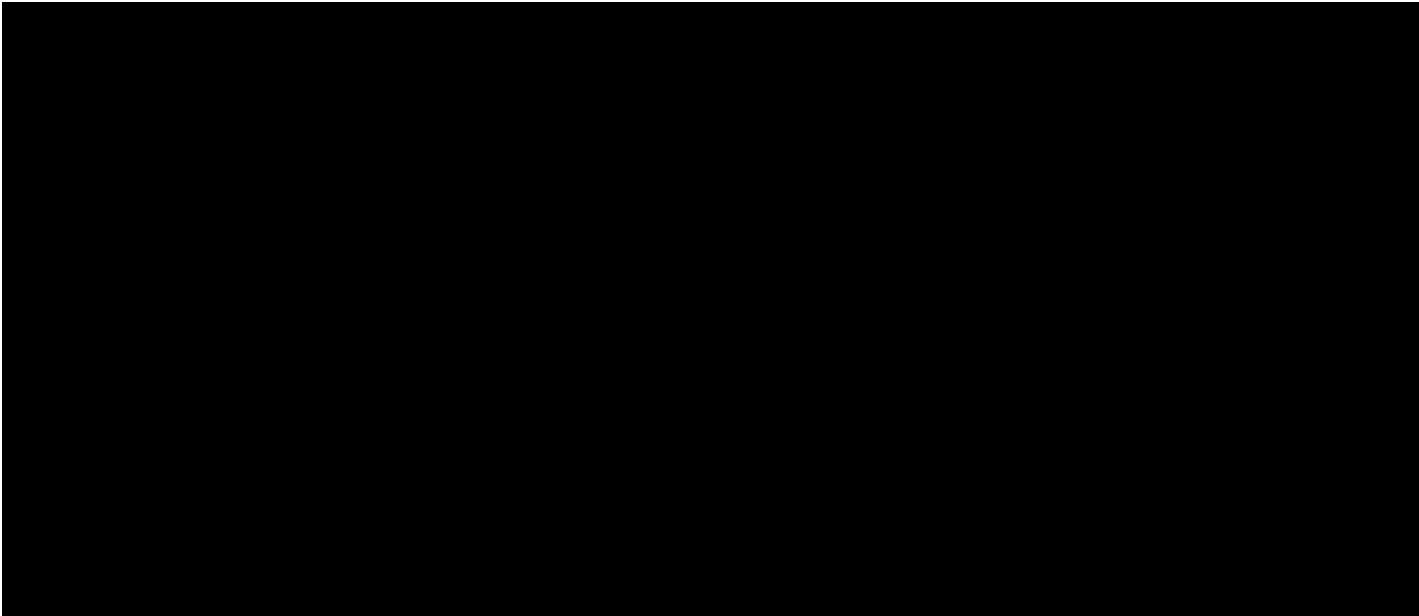
1.49 **“Shared Facilities”** shall mean the poles, davit arms, post and brace, structures and foundations (including anchor bolts and associated hardware) to be owned by ATXI and constructed within the New Right-of-Way Area for the purpose of constructing the New Double Circuit Line.

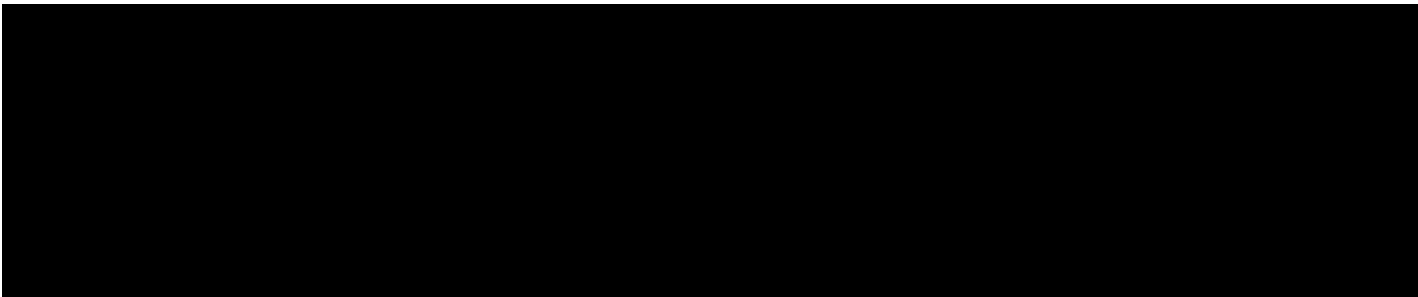
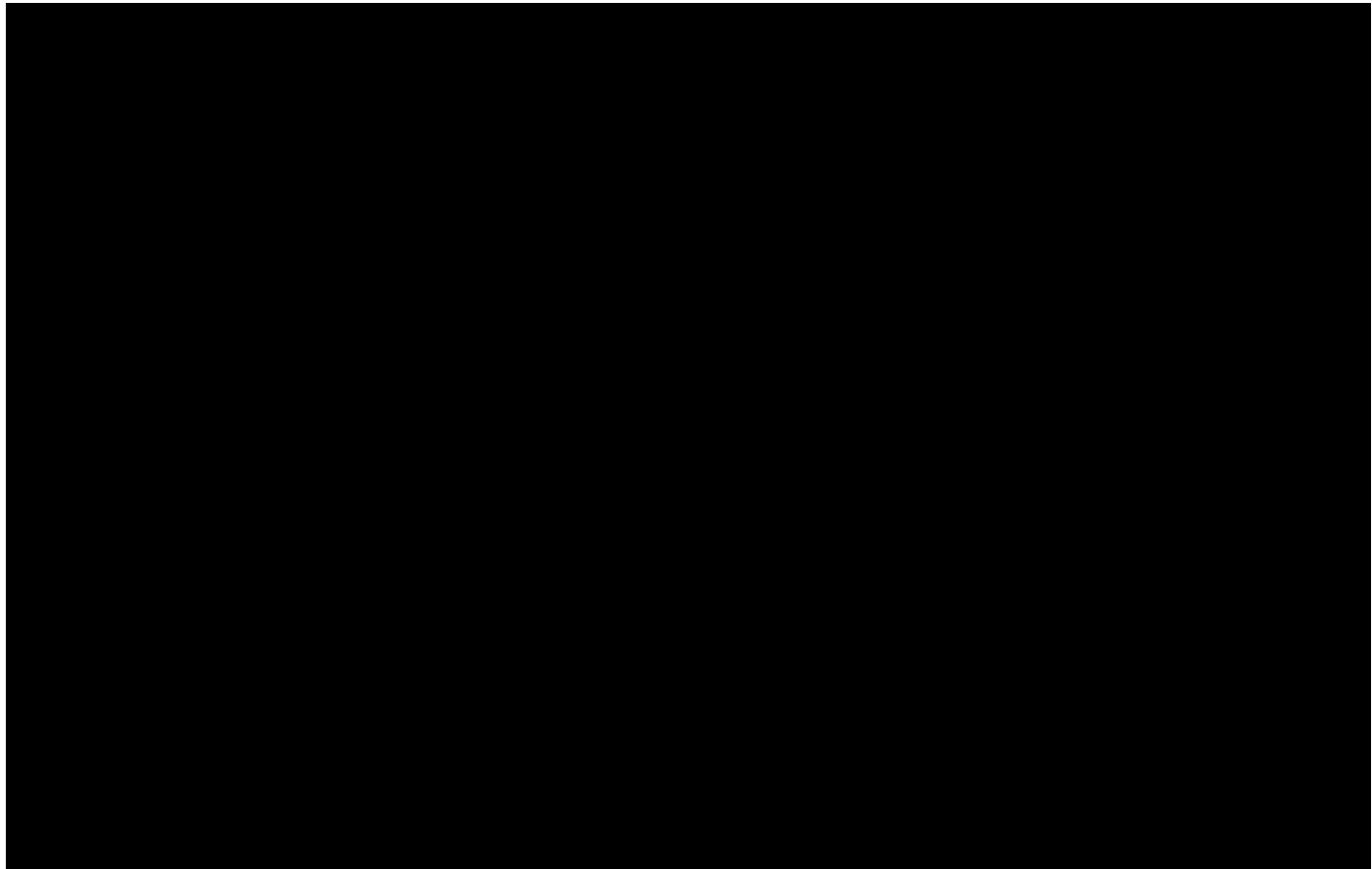
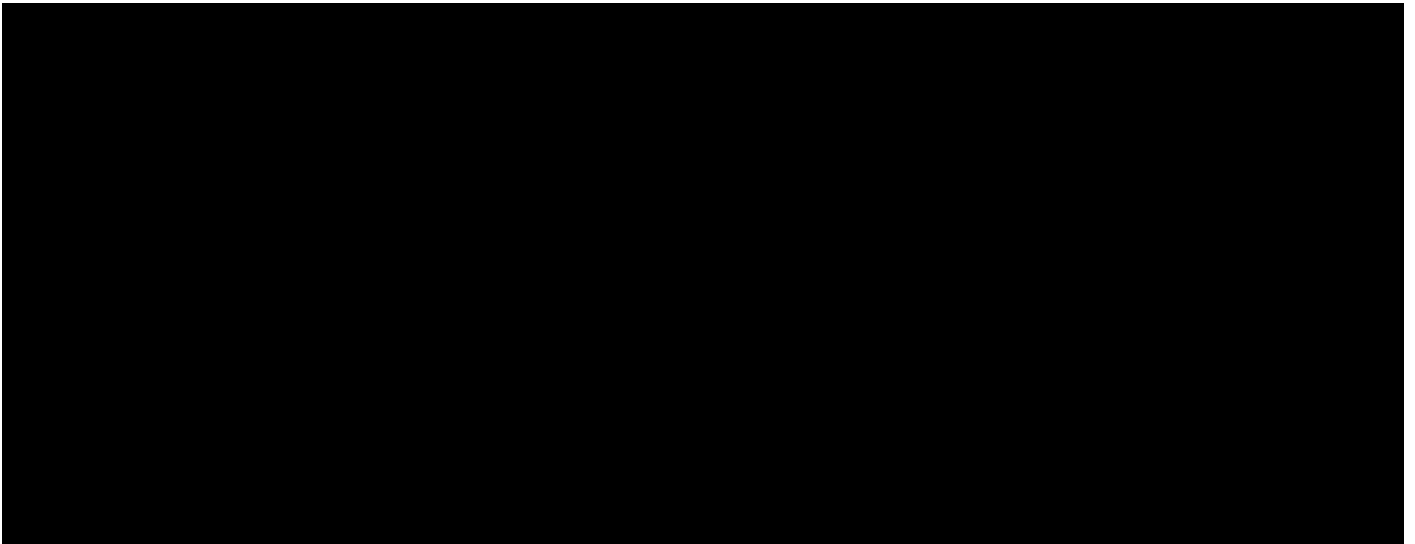
1.50 **“Termination Notice”** shall have the meaning assigned to it in Section 14.4.

1.51 **Intentionally Left Blank**

1.52 **“Zachary Substation”** shall have the meaning assigned to it in the Recitals.

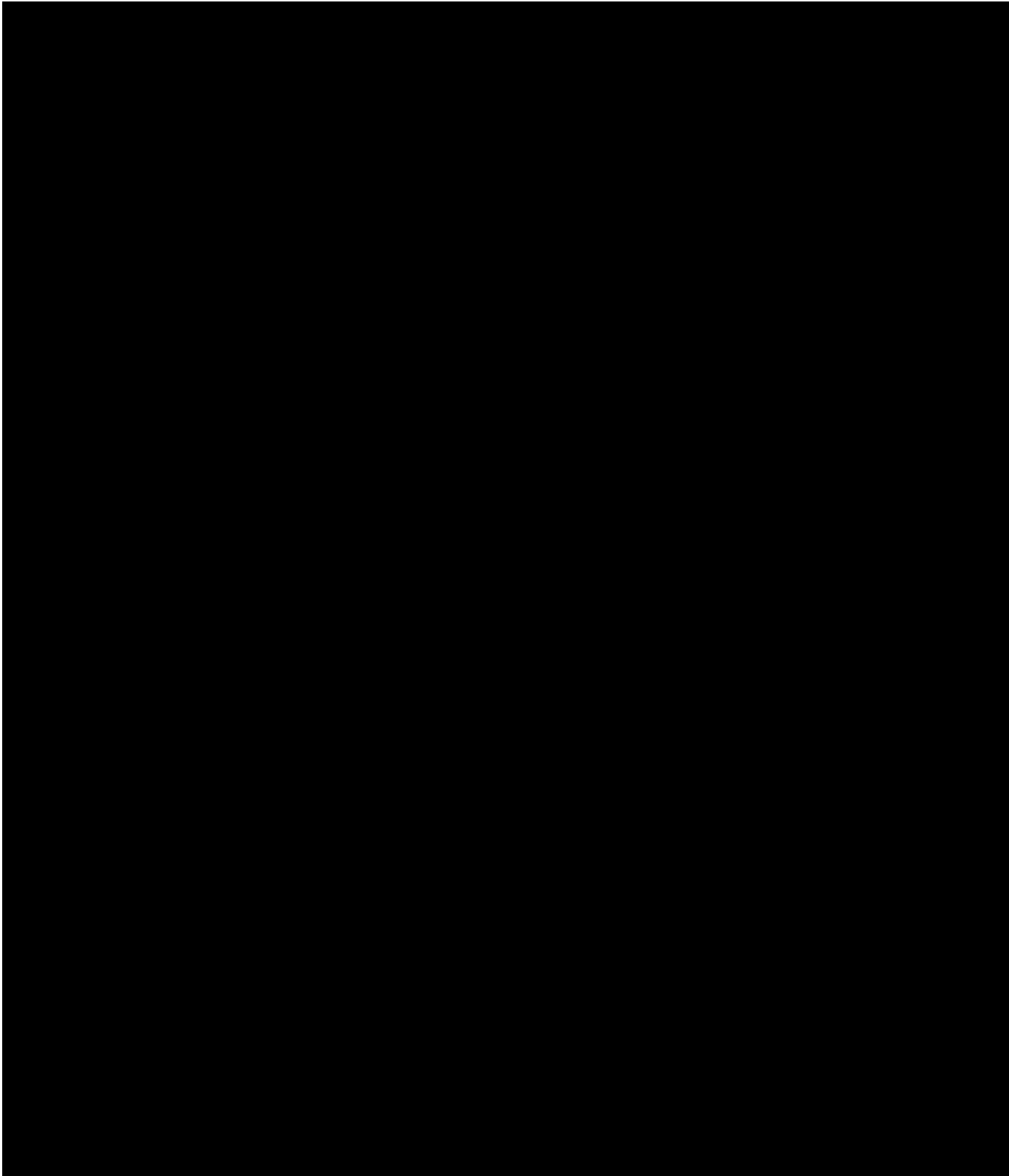
**2. Access to Information and Property.**

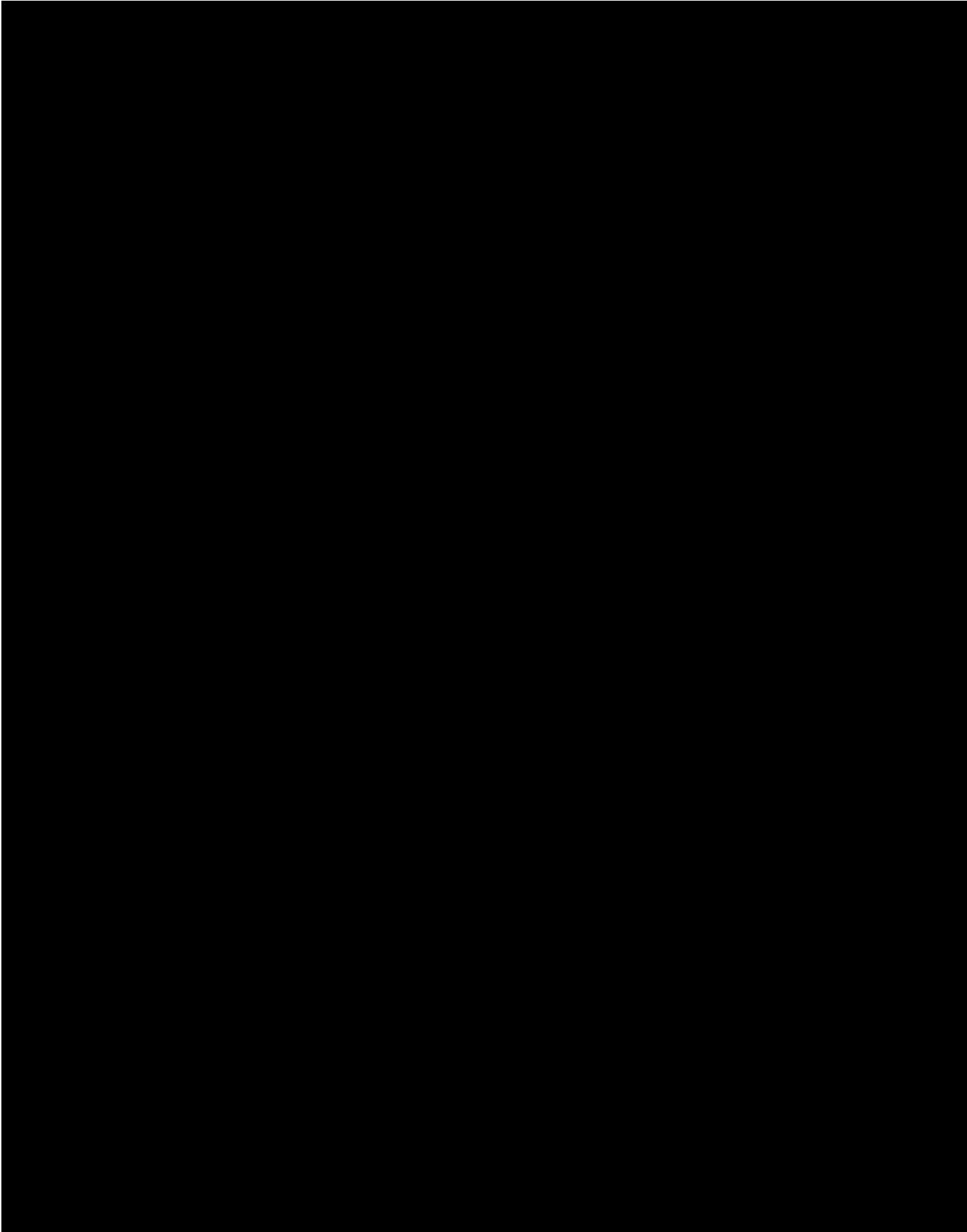




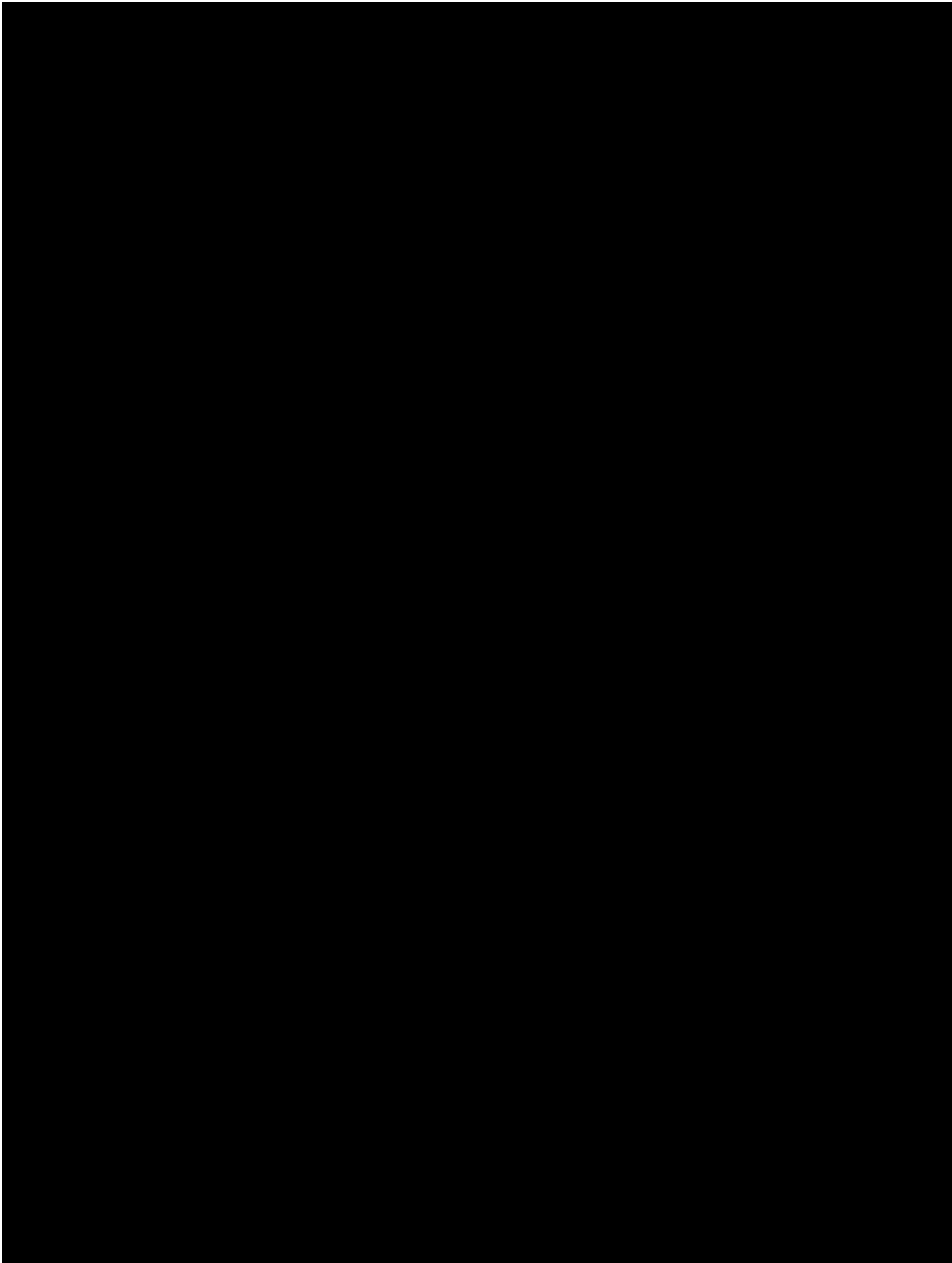


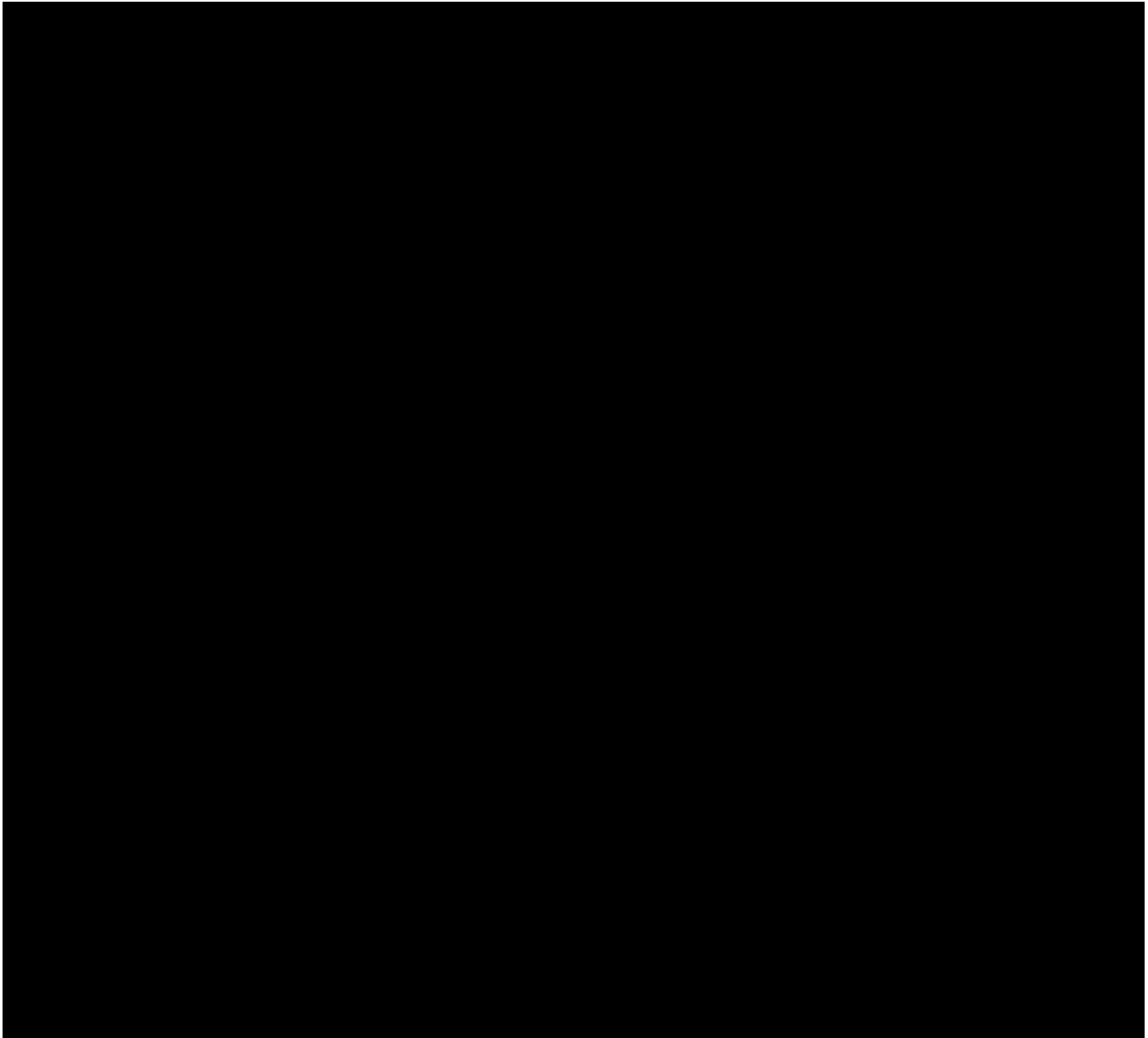
3. Construction of the Facilities.



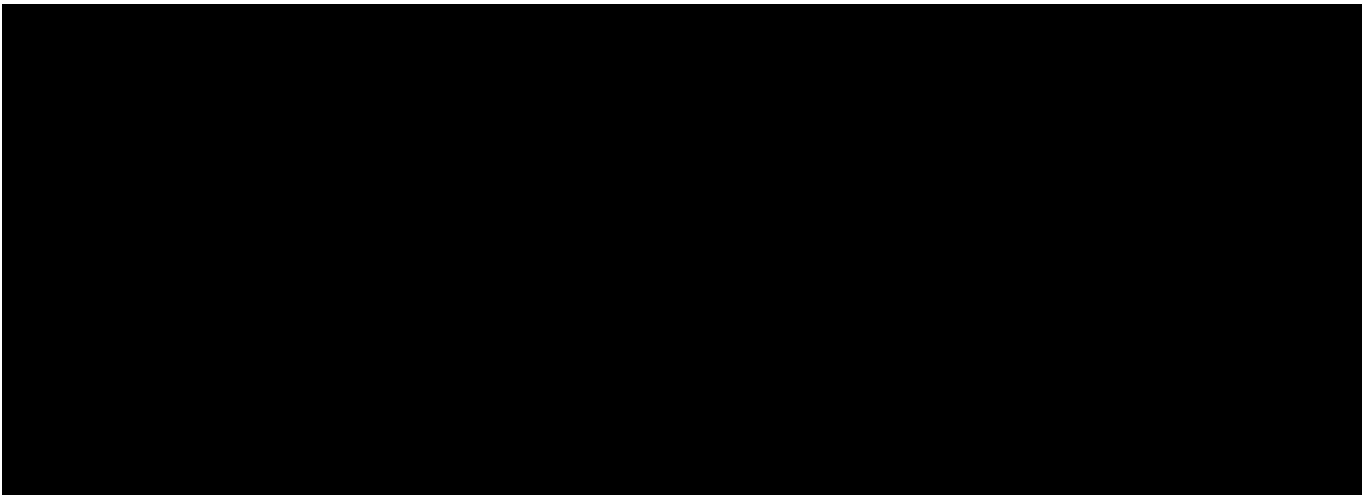


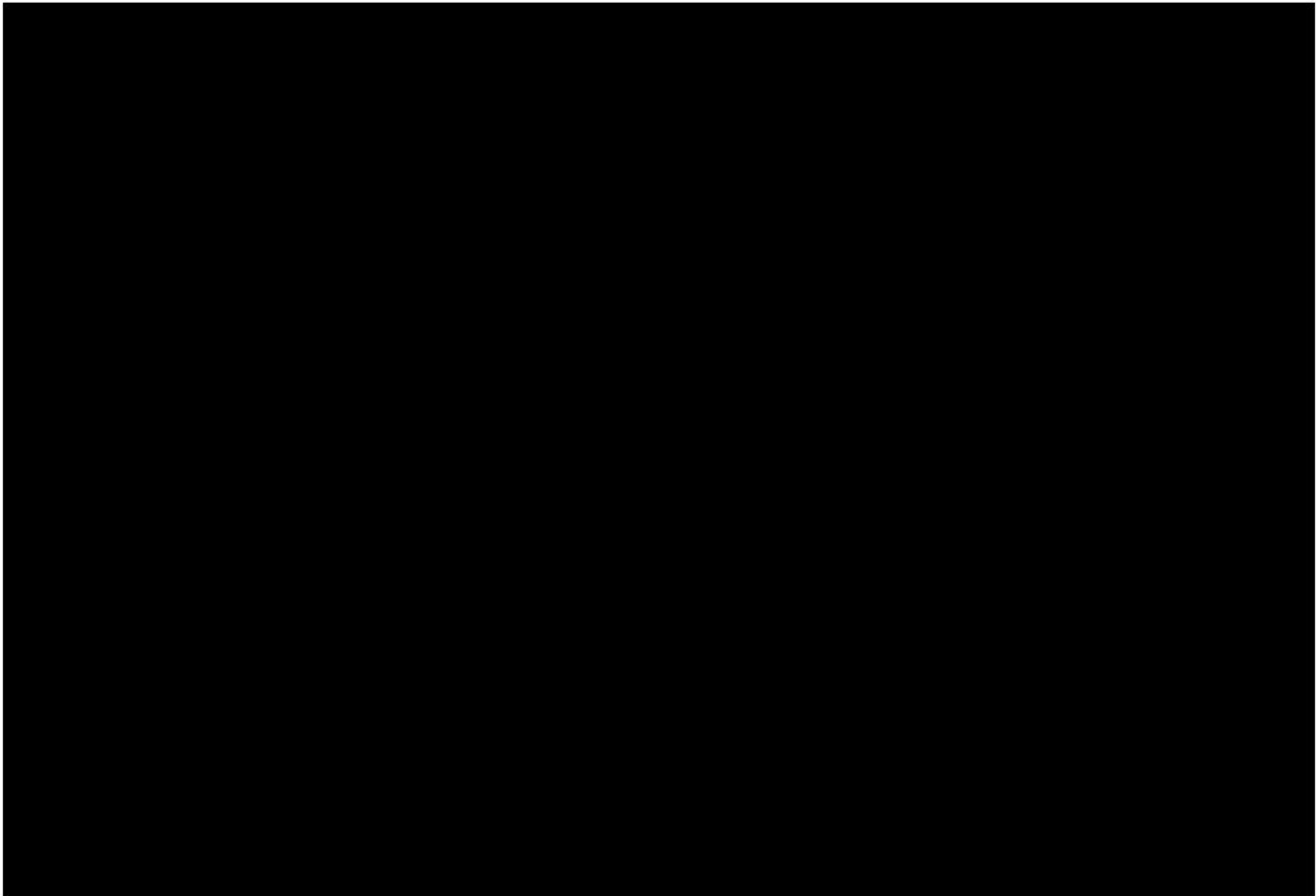






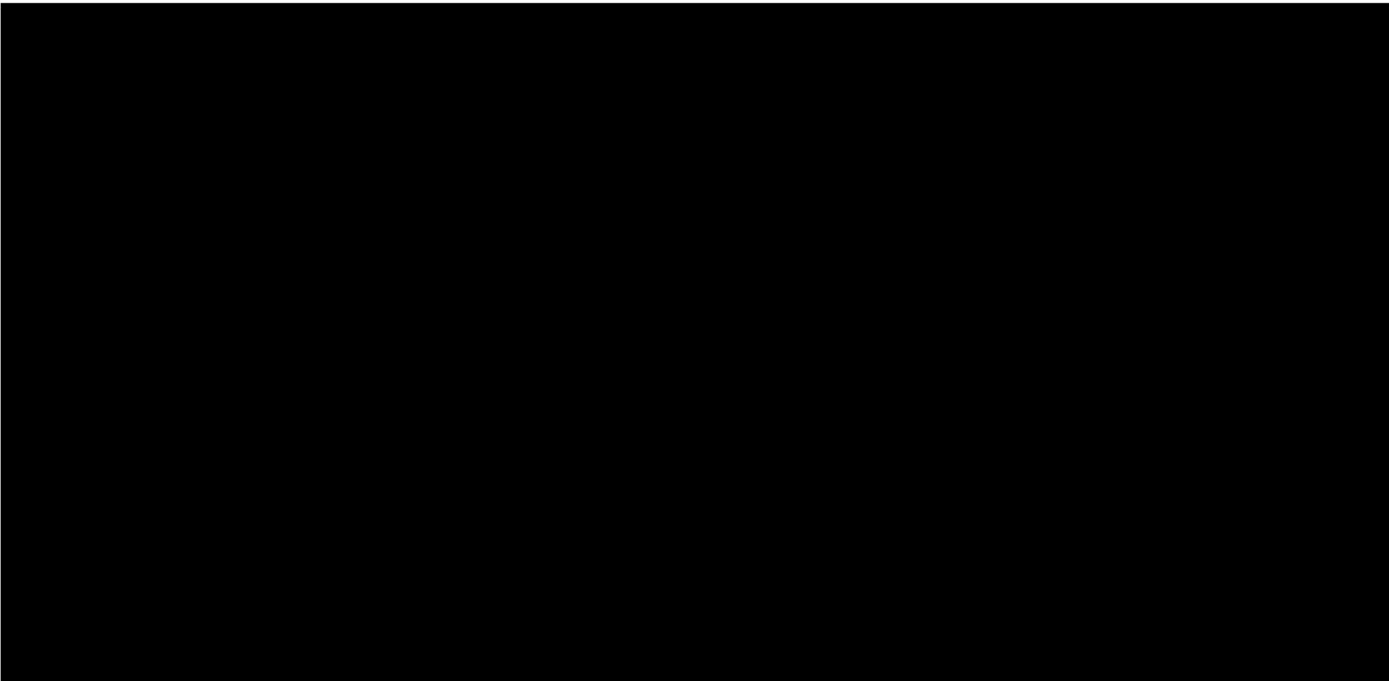
4. Additional Obligations.





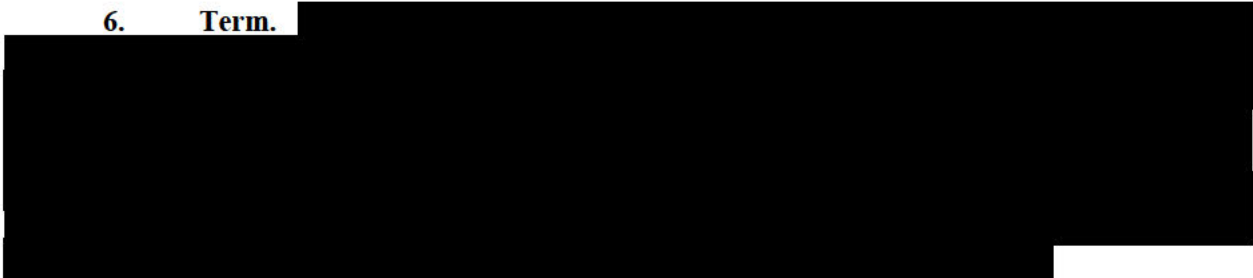
**5. Conditions Precedent.**

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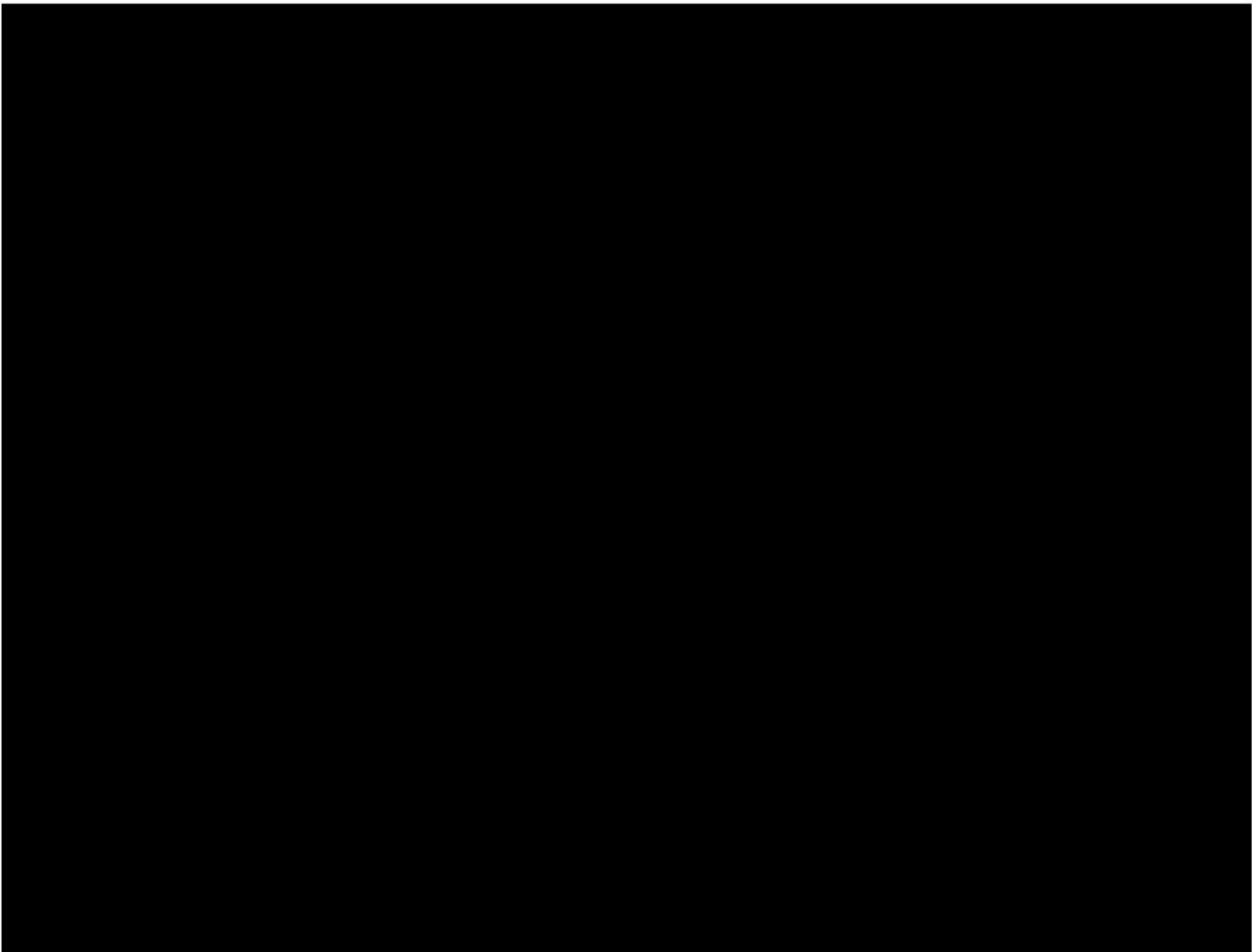


6. **Term.**



7. **Intentionally Deleted.**

8. **Ownership of Facilities.**



**9. Standards of Use.**

[REDACTED]

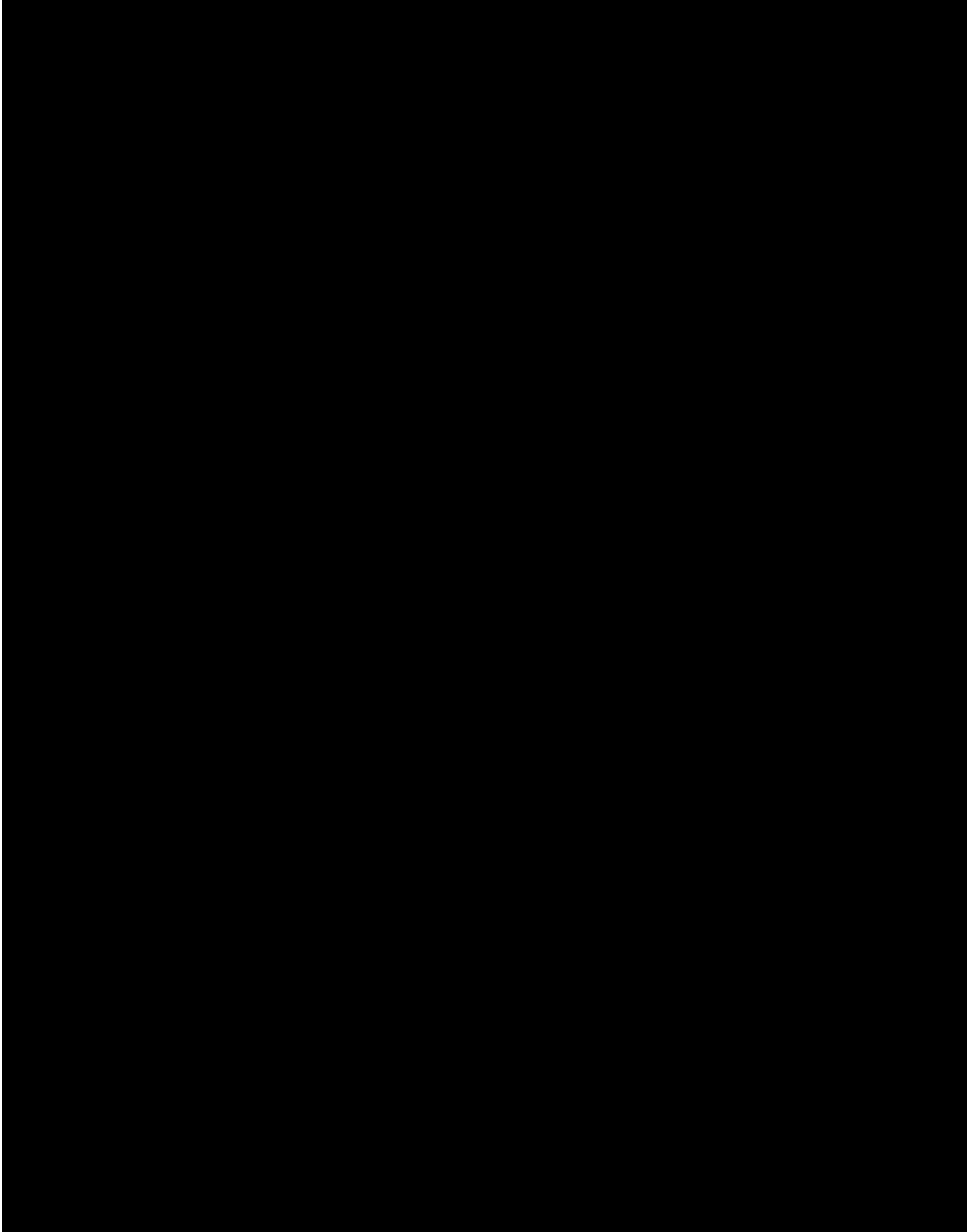
**10. Modification or Replacement.**

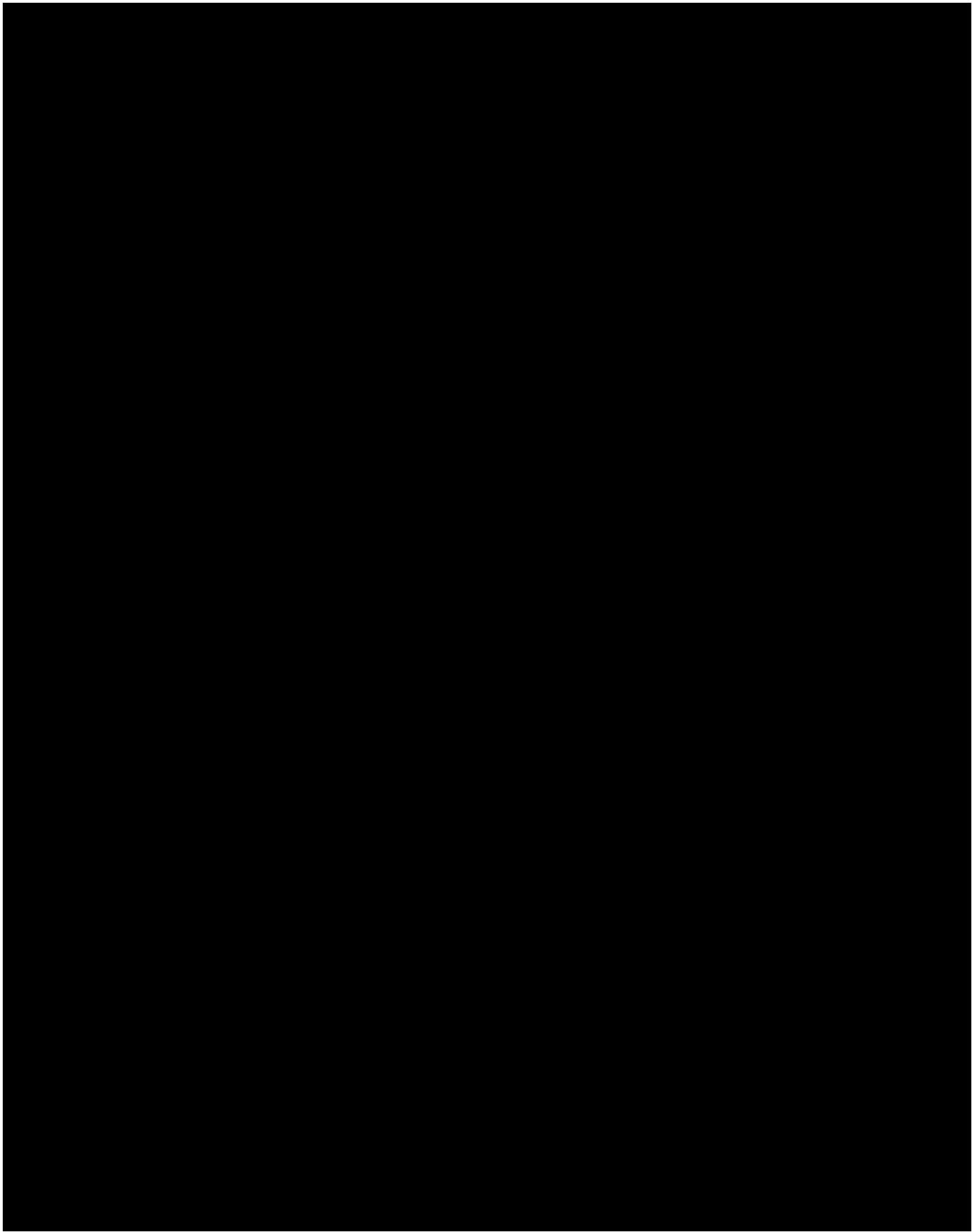
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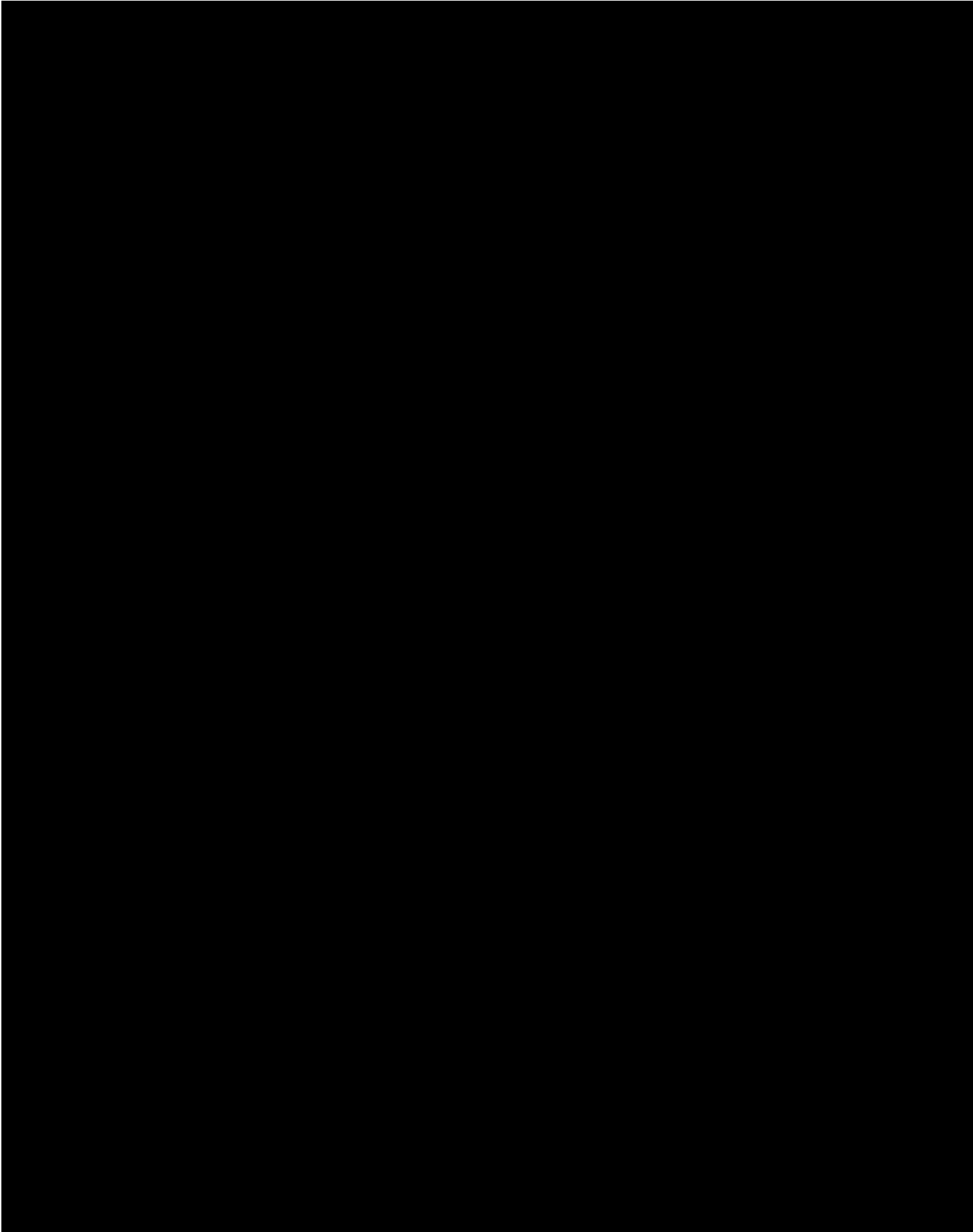
allocation between them of all costs associated with the removal or relocation of such Facilities.

**11. Operations and Maintenance of Facilities.**

[REDACTED]

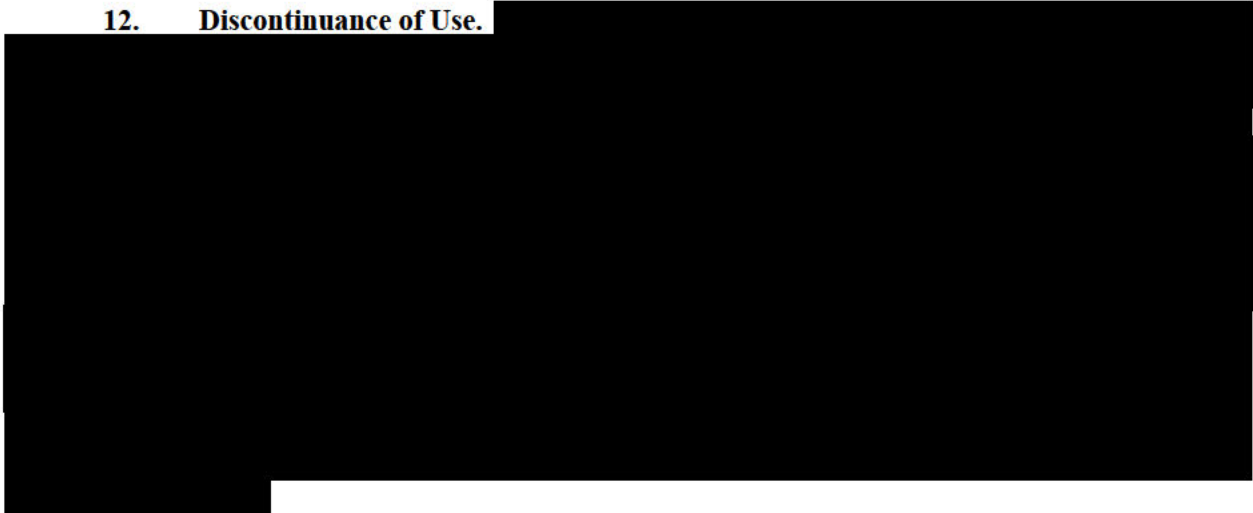




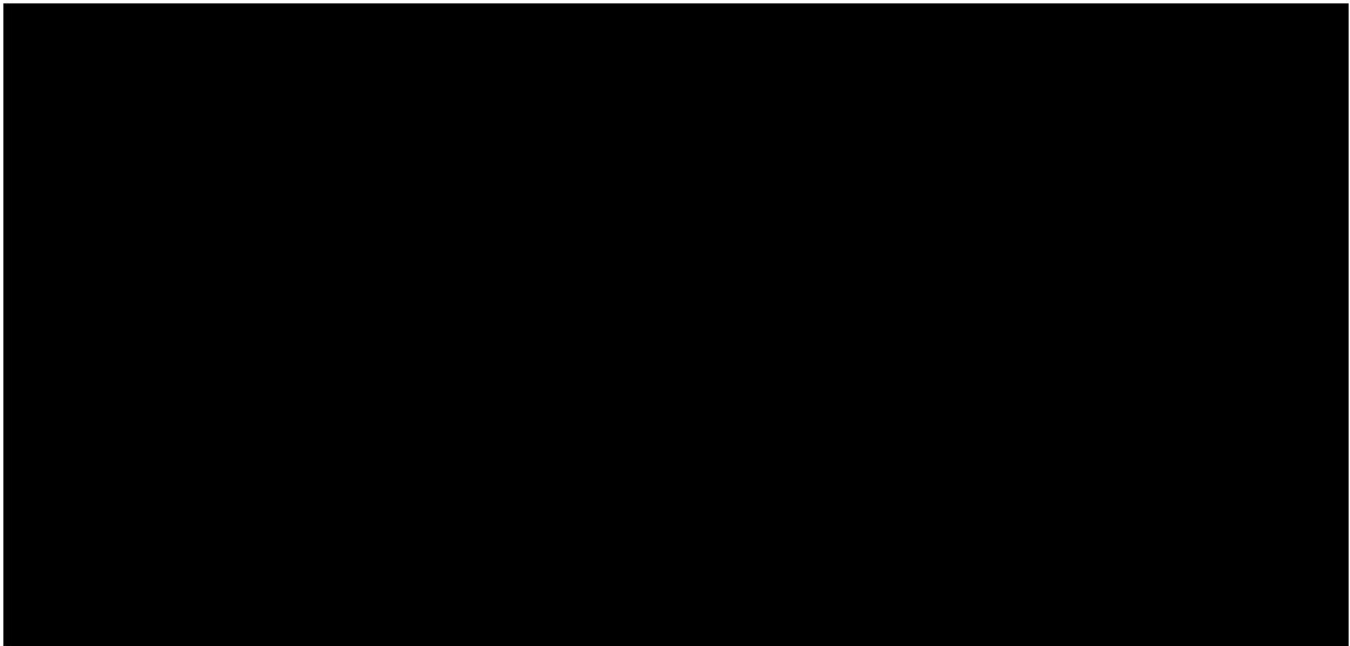




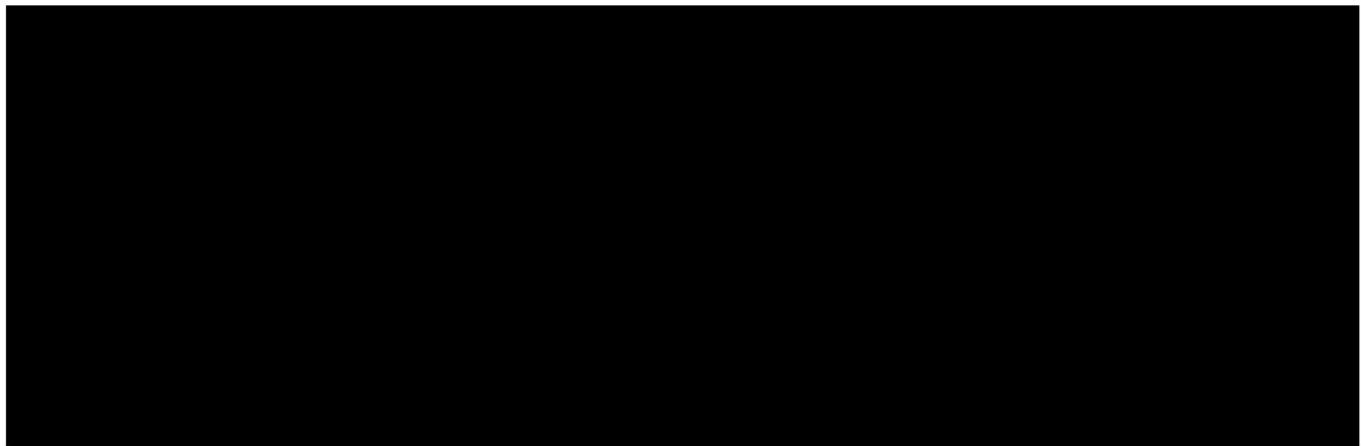
**12. Discontinuance of Use.**

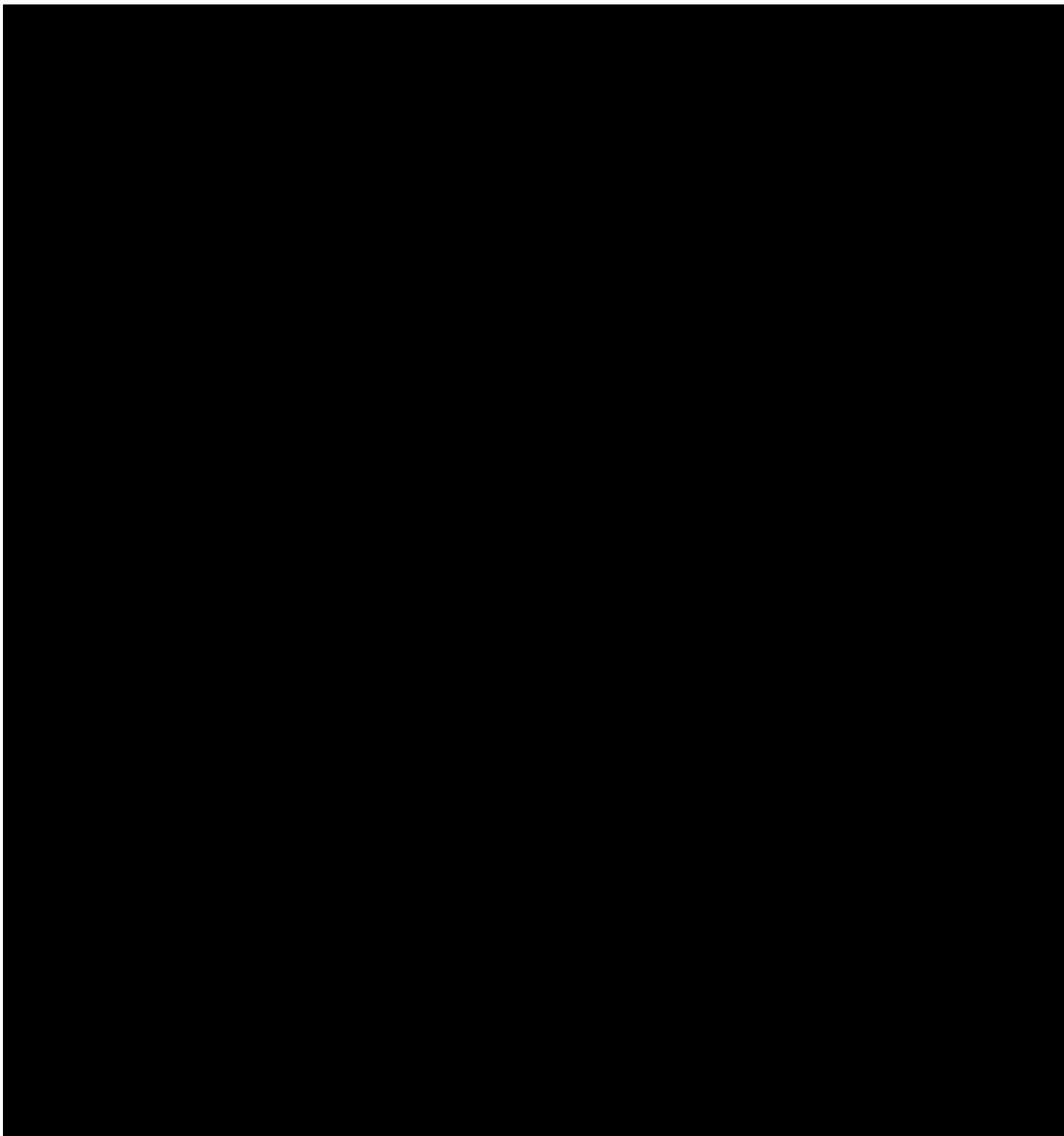


**13. Assignment, Encumbrance of Interest.**

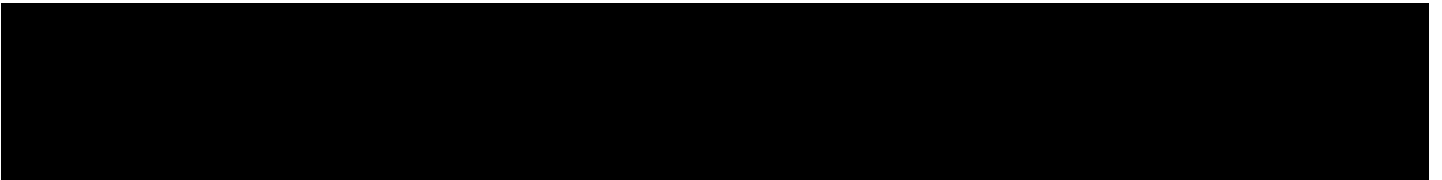


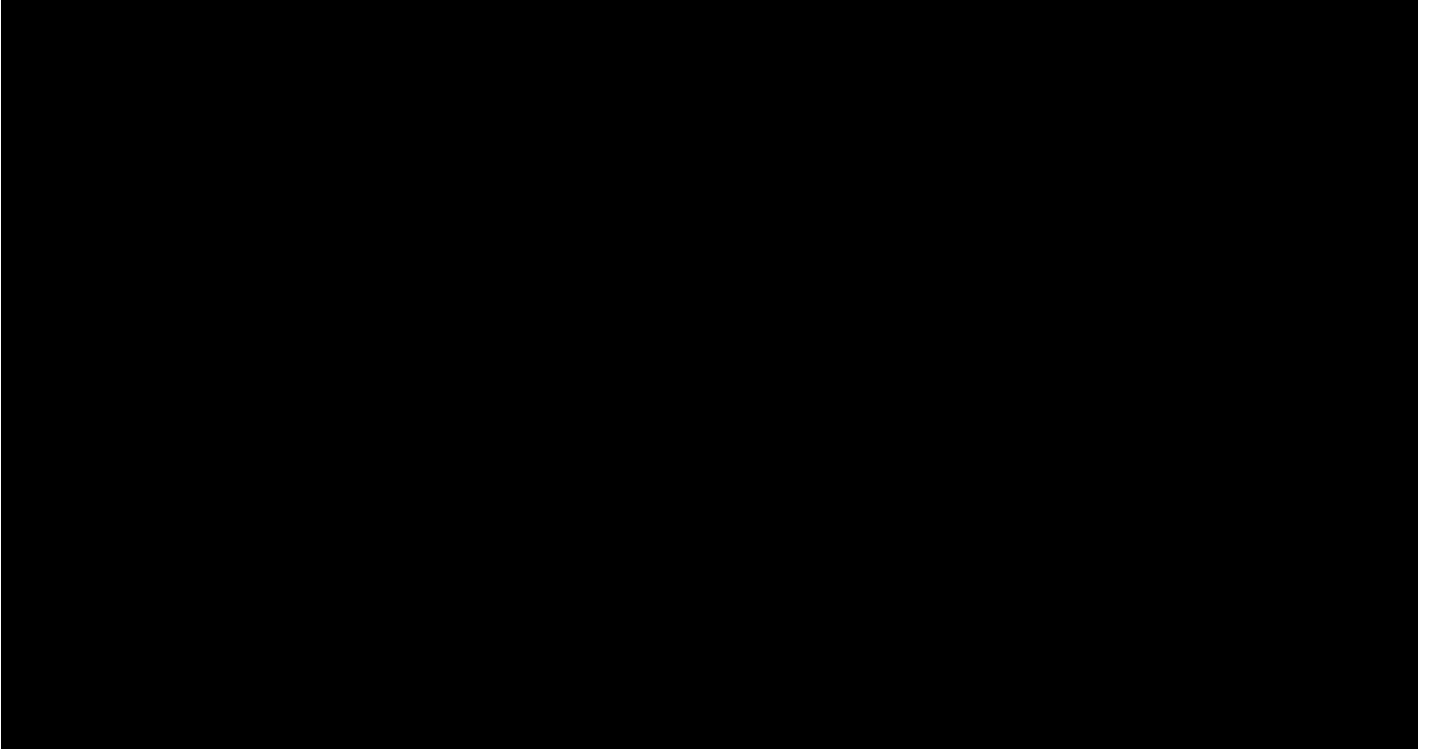
**14. Termination; Defaults.**



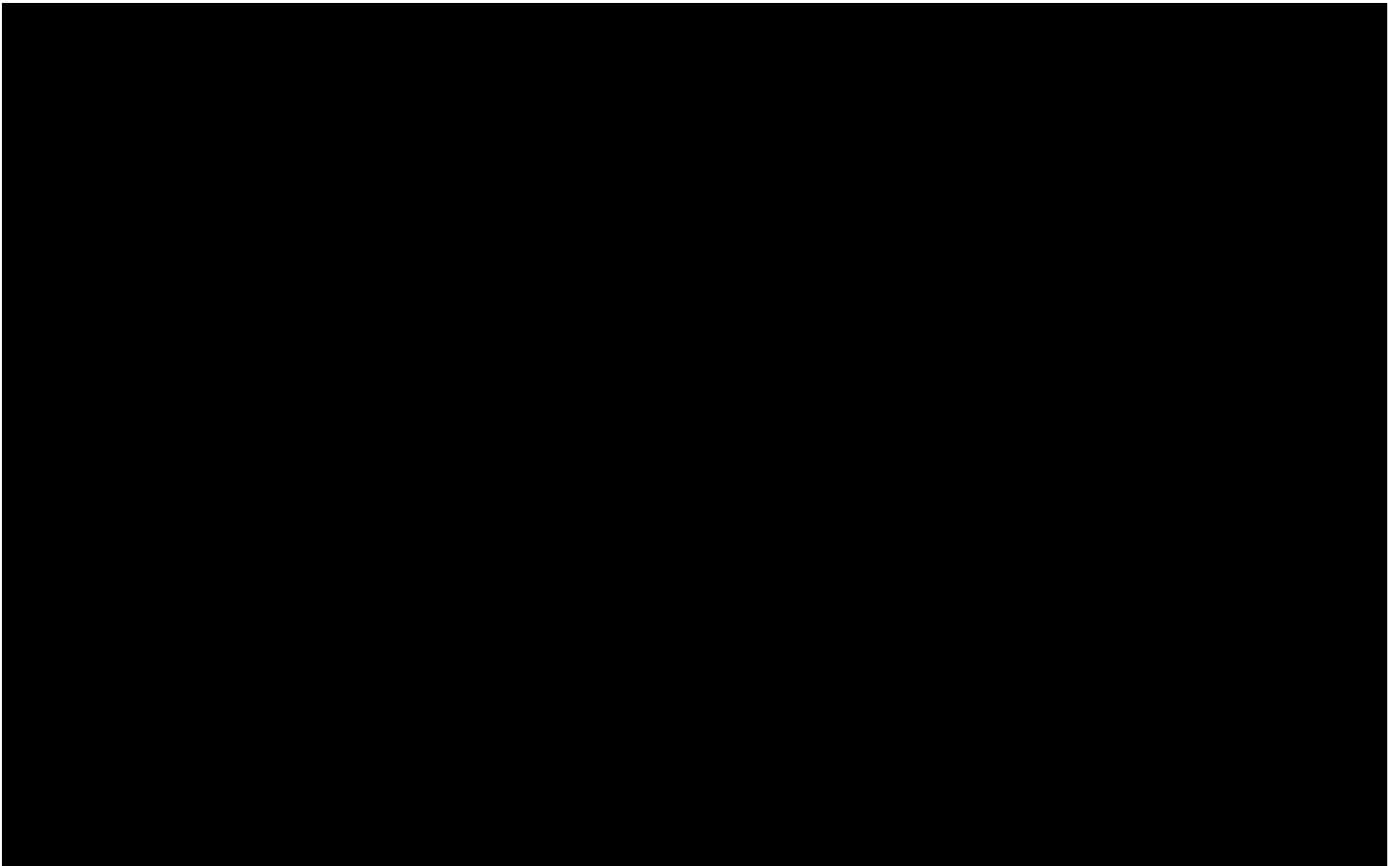


15. Indemnification.





16. Insurance.

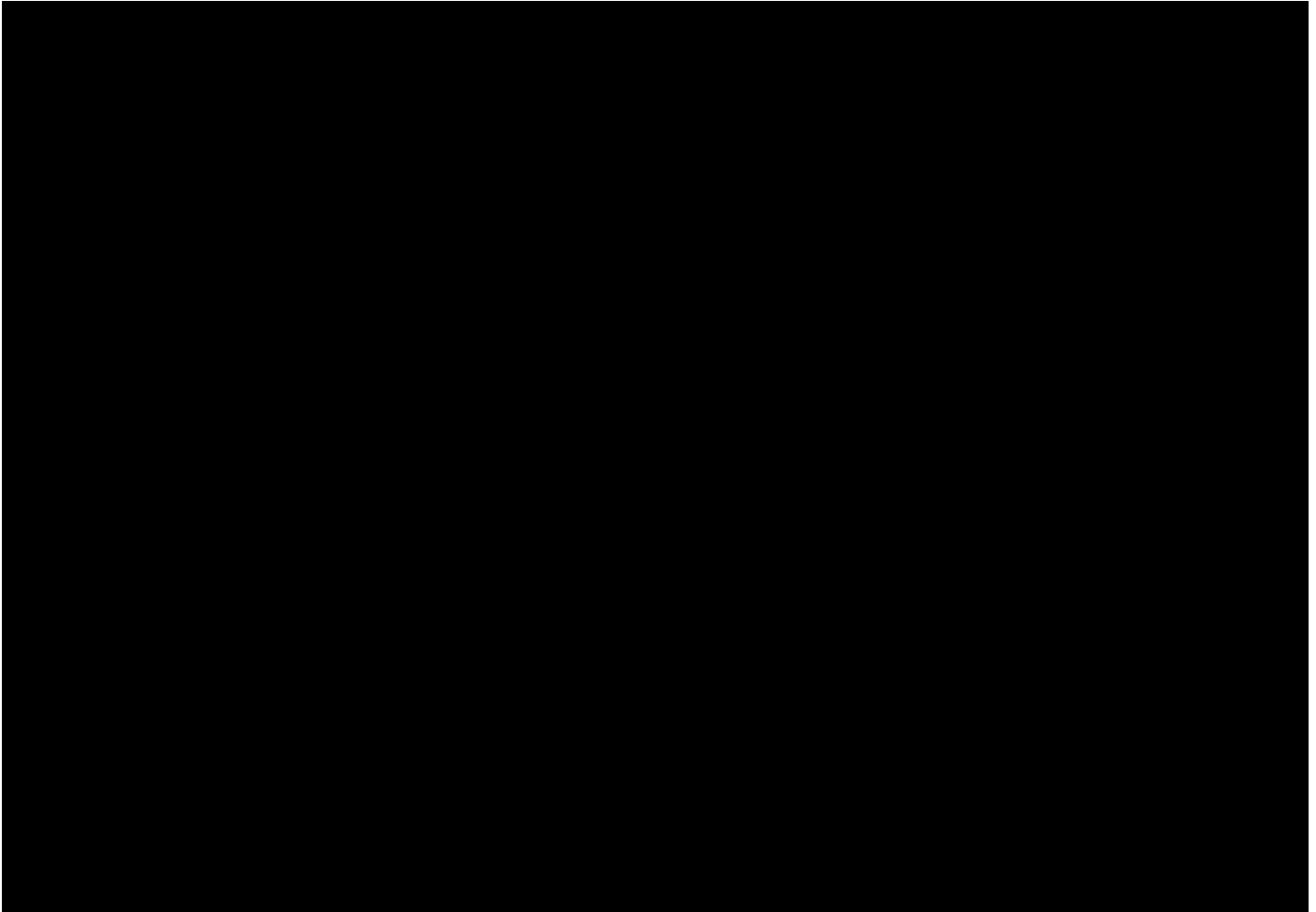


**17. Notices.**

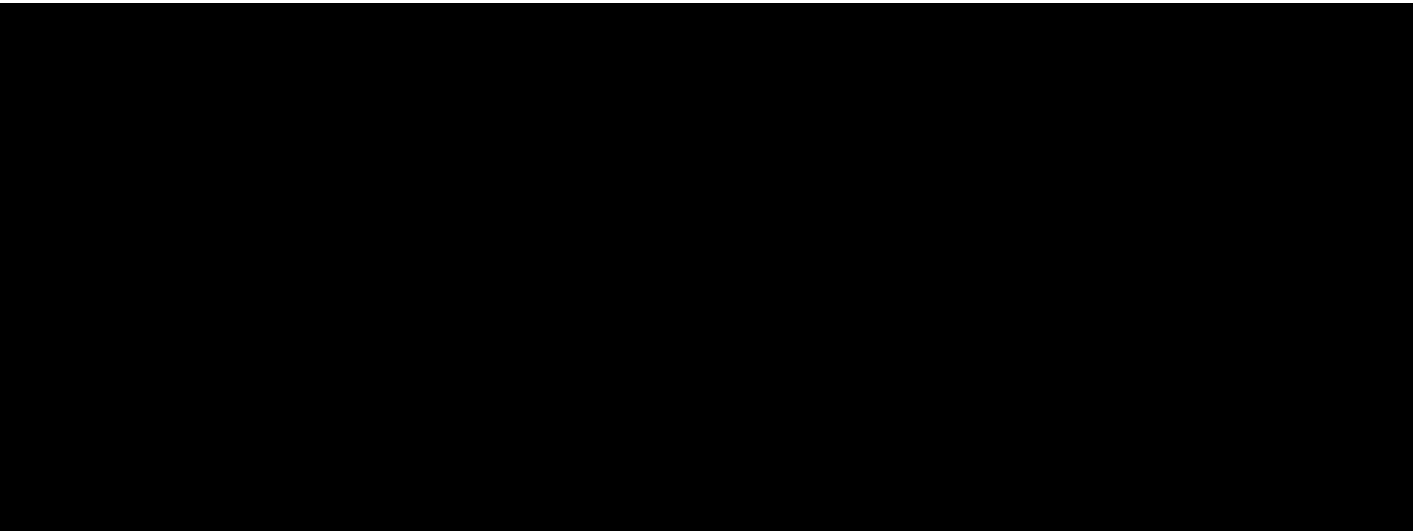
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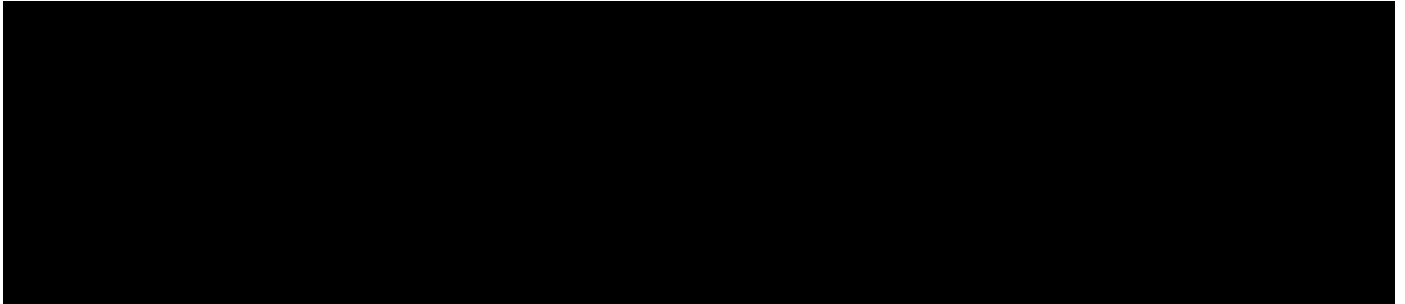
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18. Force Majeure.

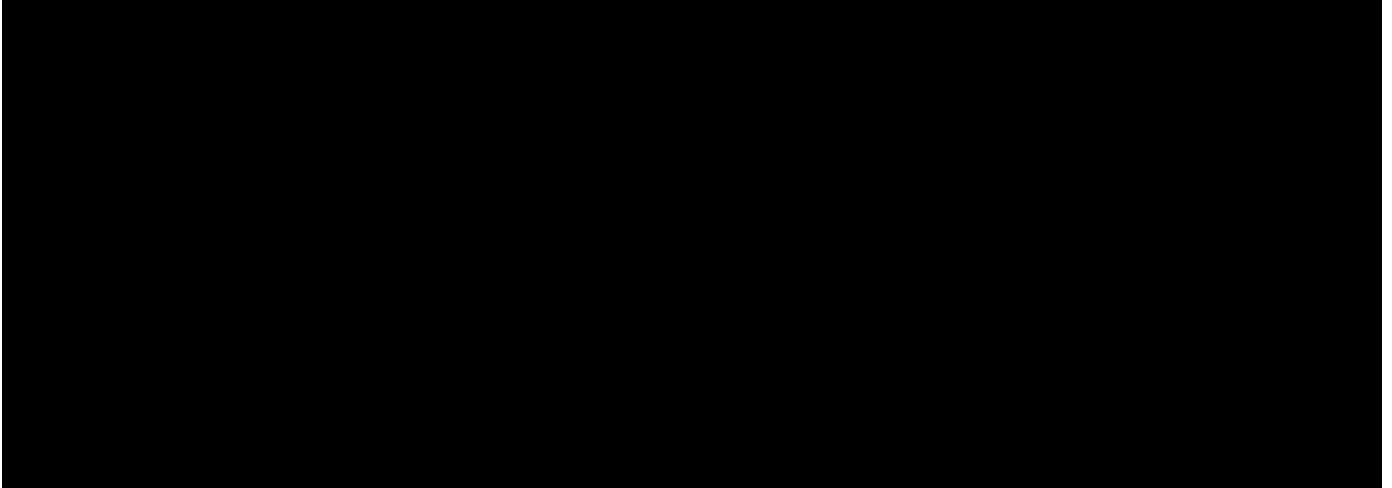


19. Confidentiality.

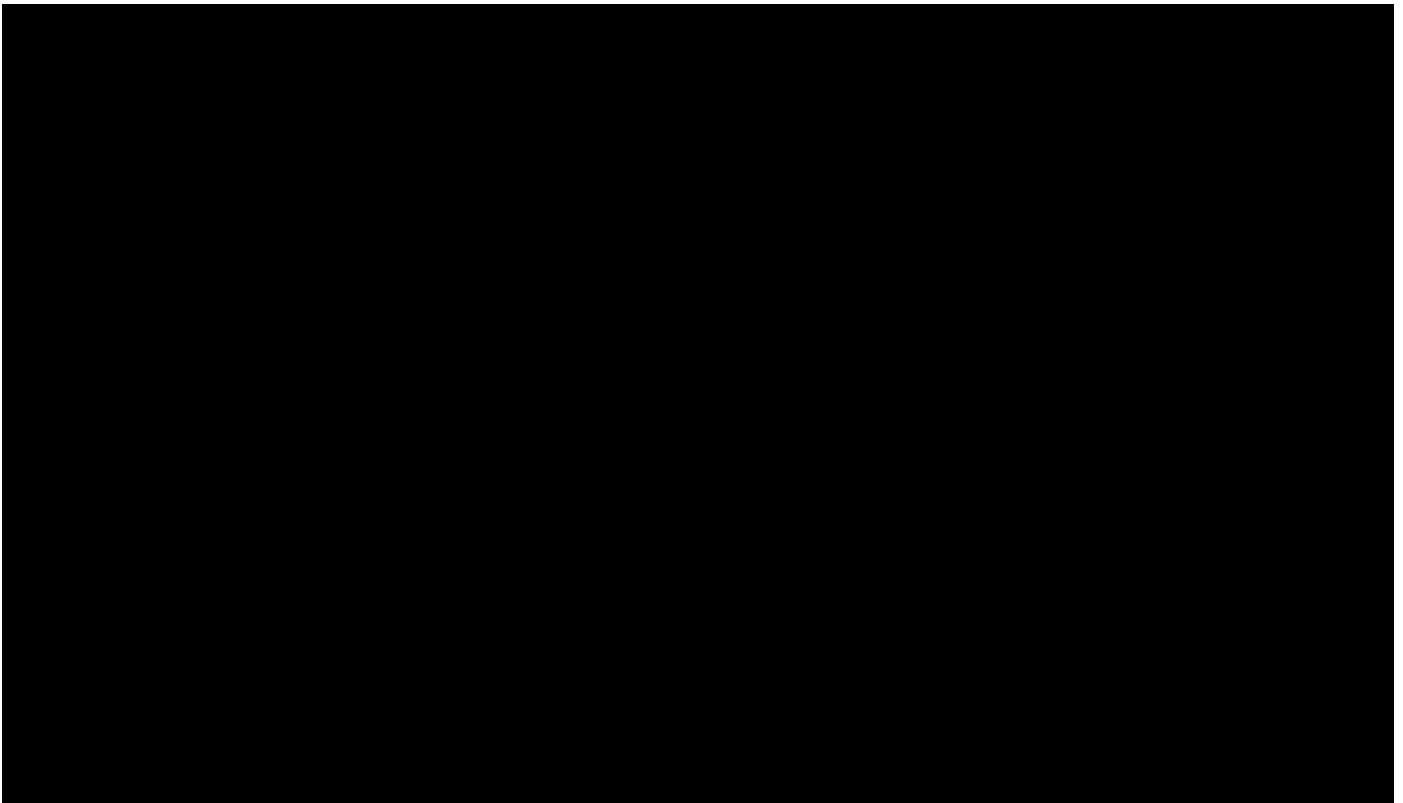




**20. Warranties.**

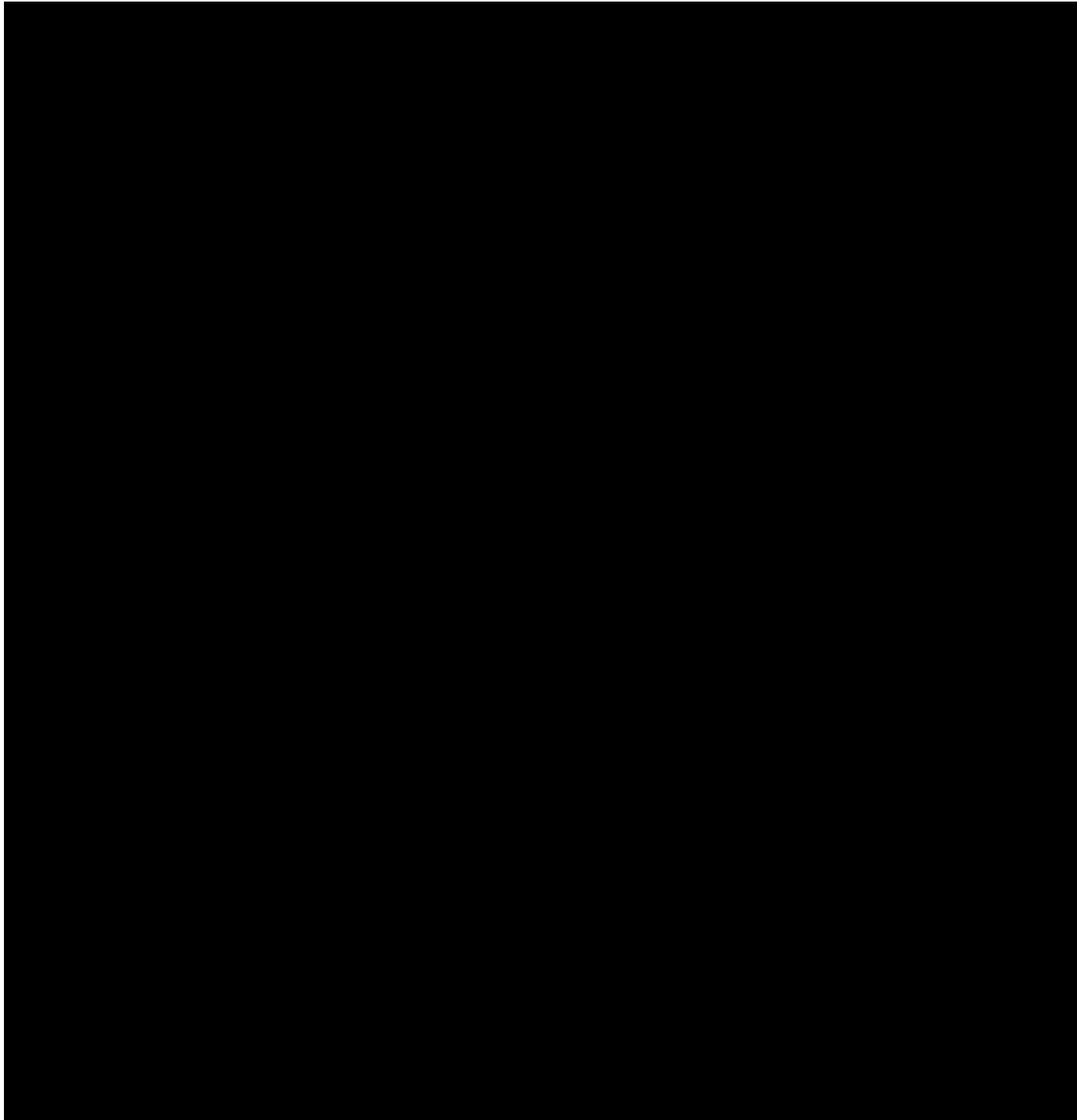


**21. Disputes.**





22. Miscellaneous.





*(Signature Page Follows)*



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their authorized representatives as of the date set below their respective signatures.

**AMEREN SERVICES COMPANY, acting as  
agent for AMEREN TRANSMISSION  
COMPANY OF ILLINOIS**

**NORTHEAST MISSOURI ELECTRIC  
POWER COOPERATIVE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSOCIATED ELECTRIC  
COOPERATIVE, INCORPORATED**

**N.W. ELECTRIC POWER  
COOPERATIVE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

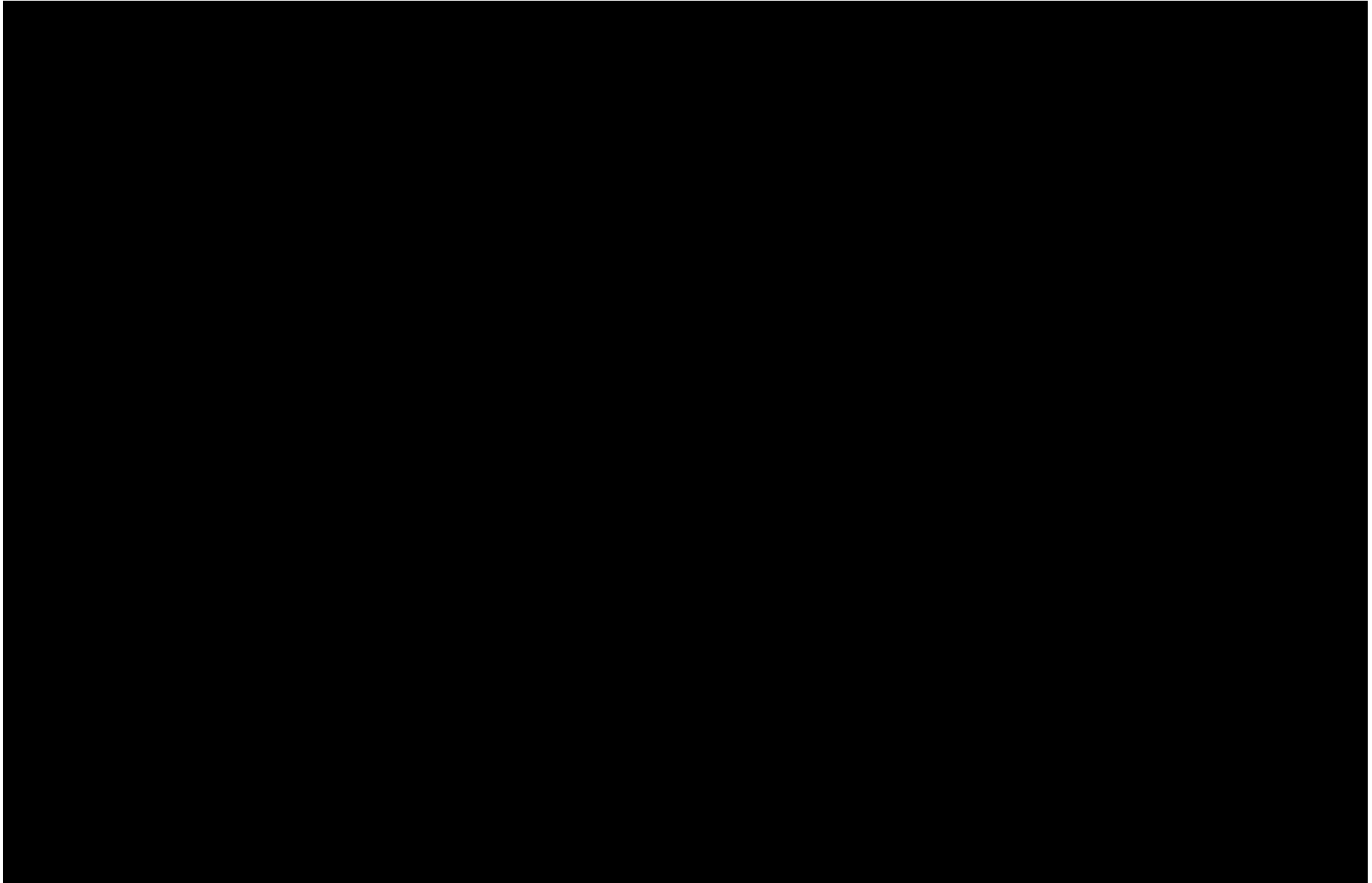
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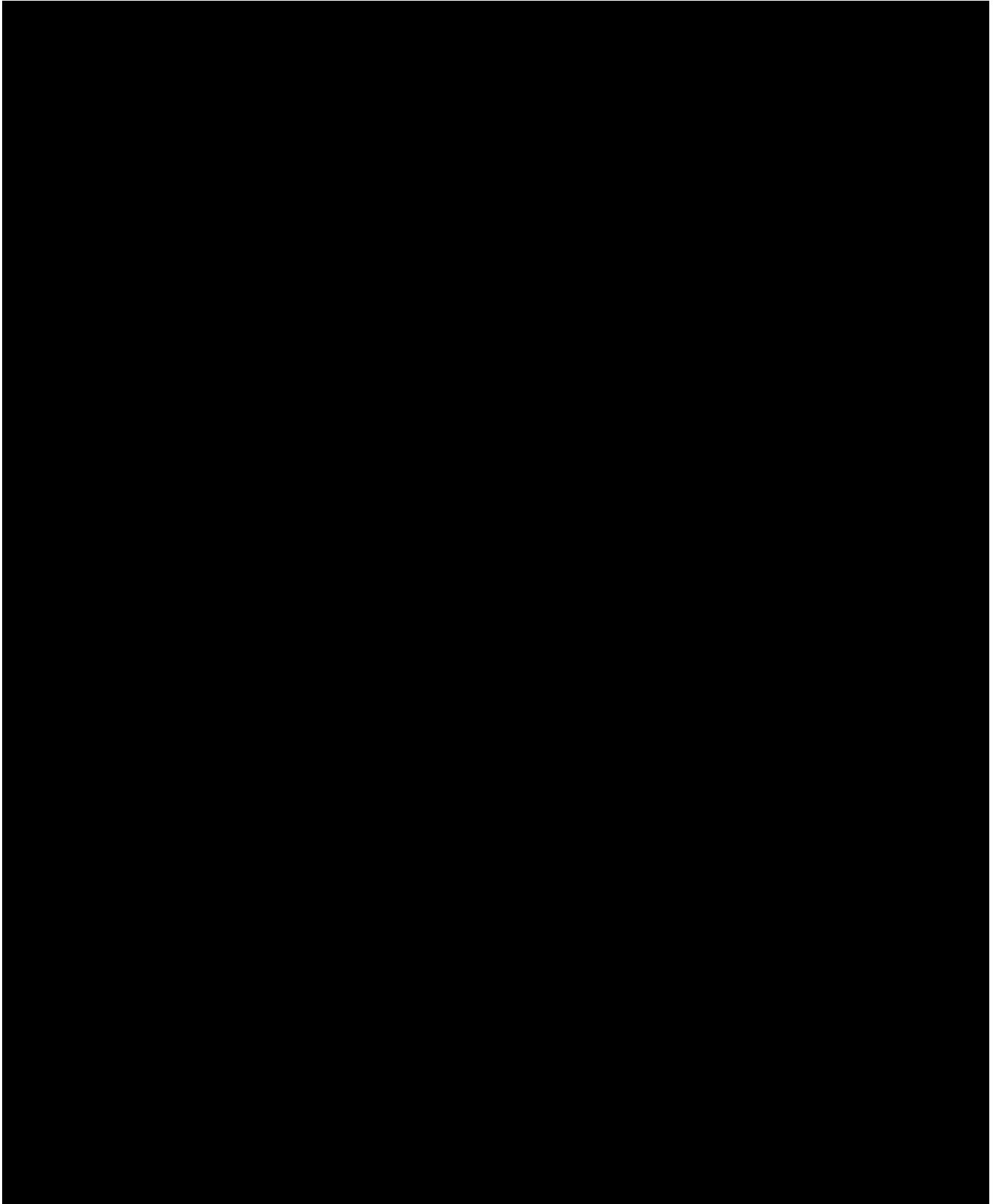
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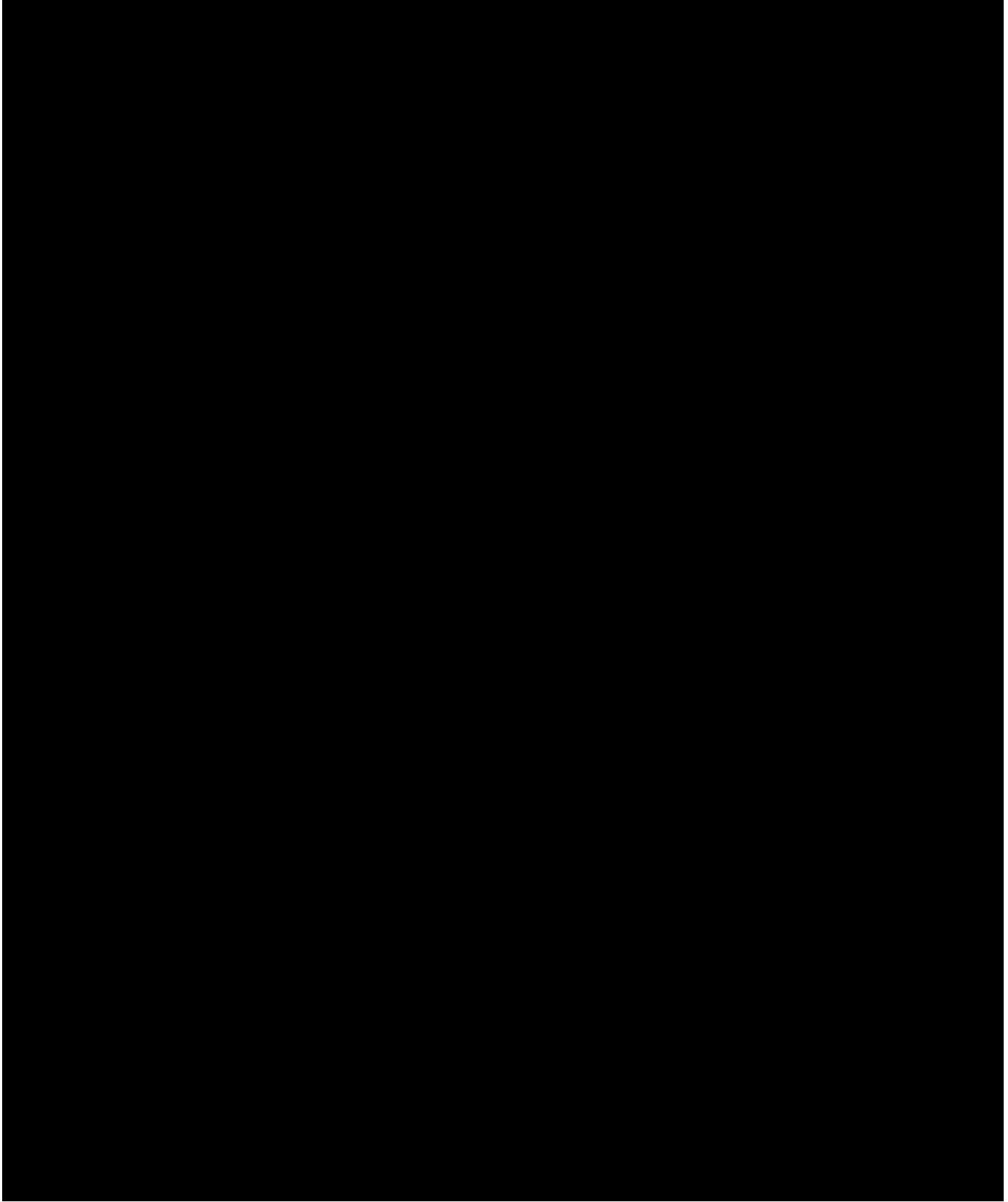
**ATTACHMENT A- MAP AND ONE-LINE DIAGRAM OF THE FACILITIES**

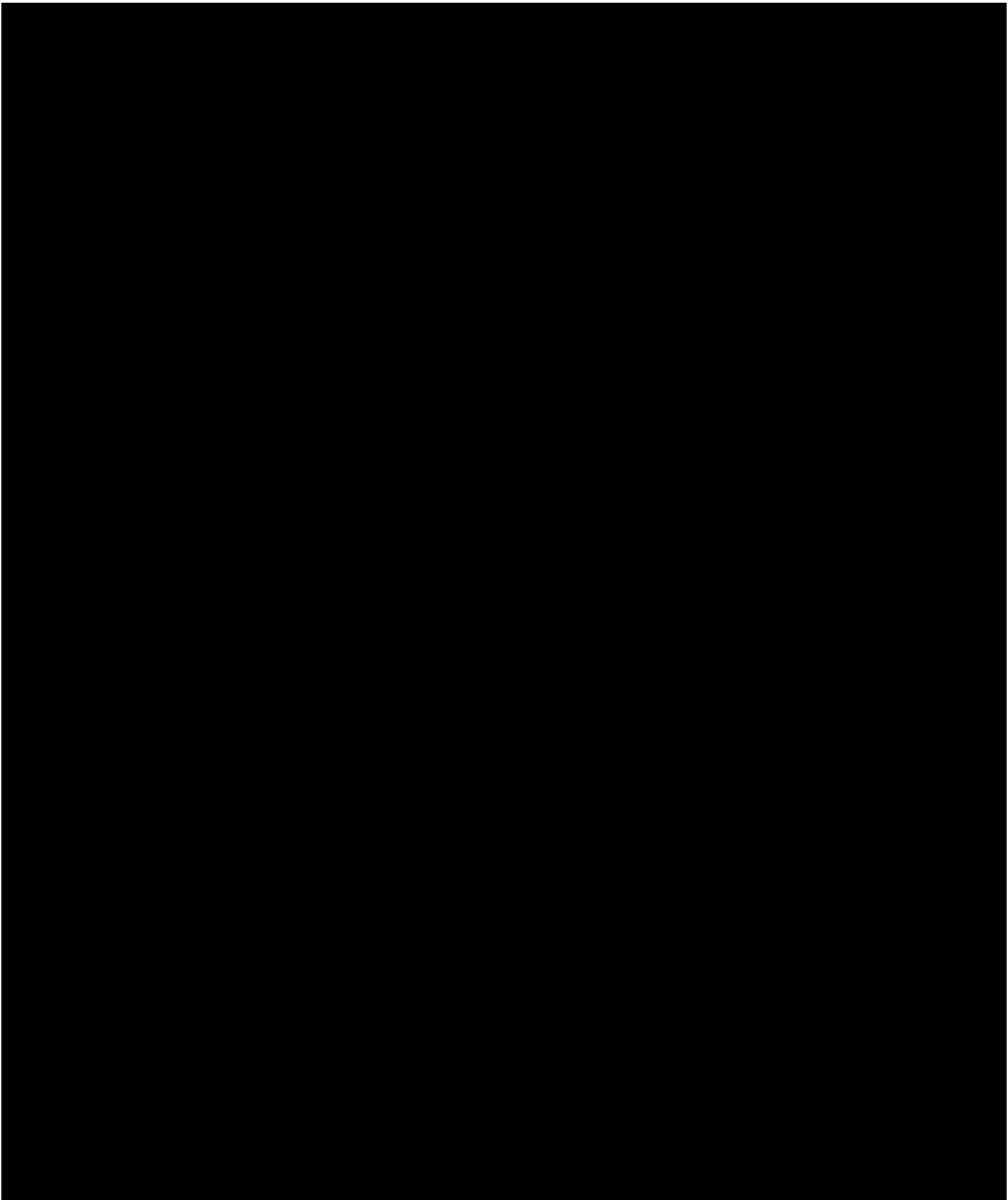


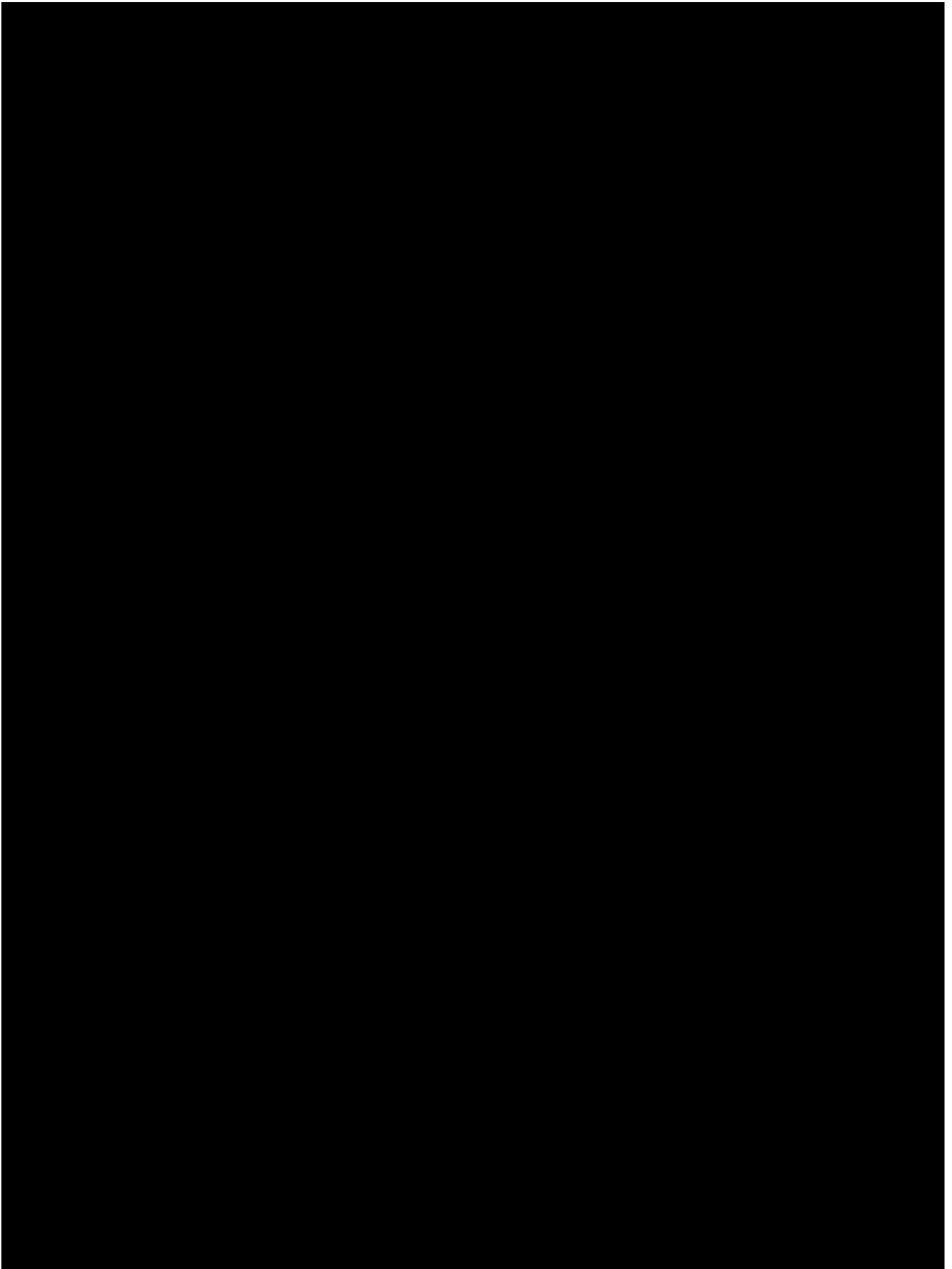
**ATTACHMENT B**  
**KEY DESIGN PARAMETERS OF THE FACILITIES**

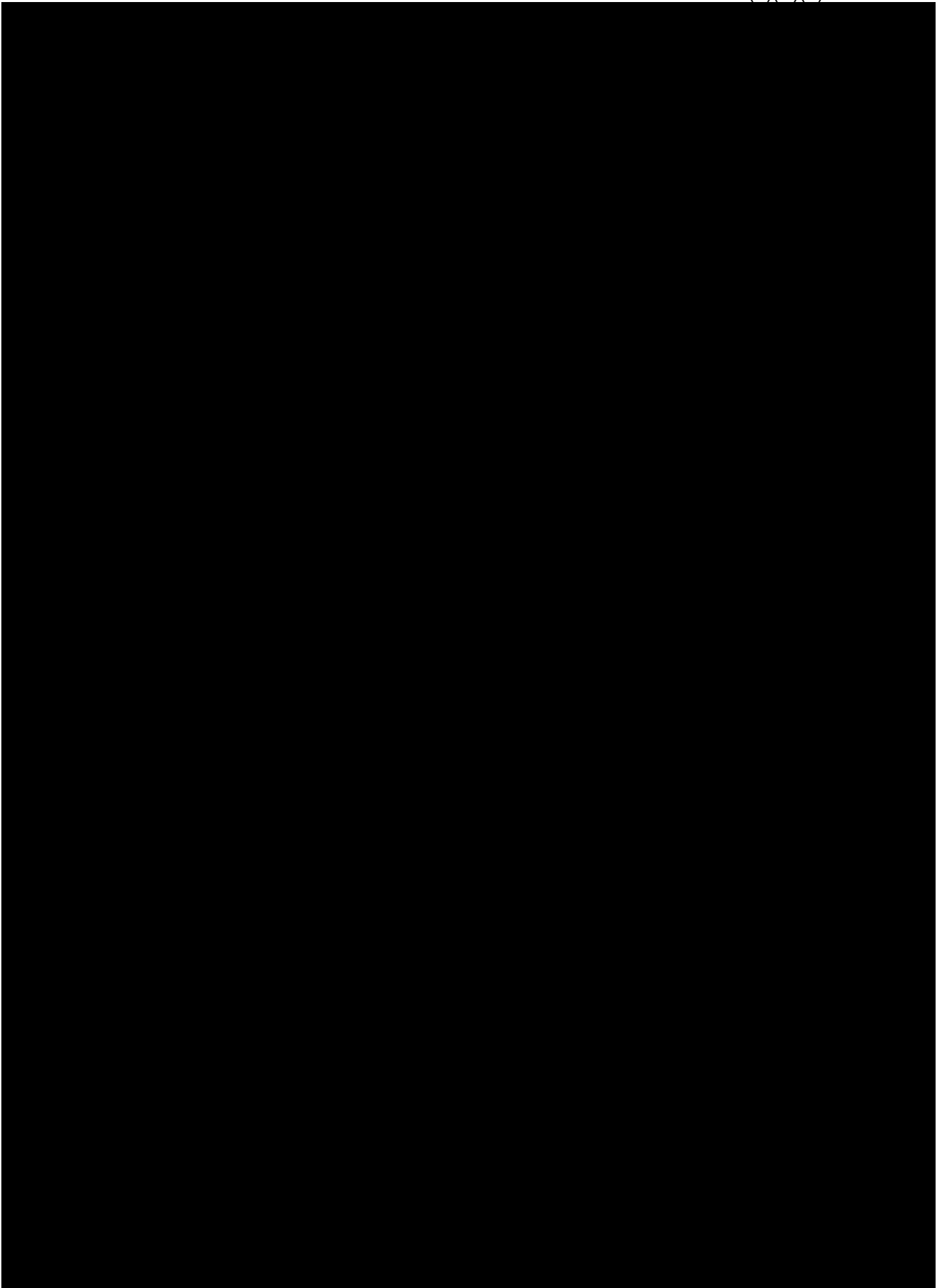


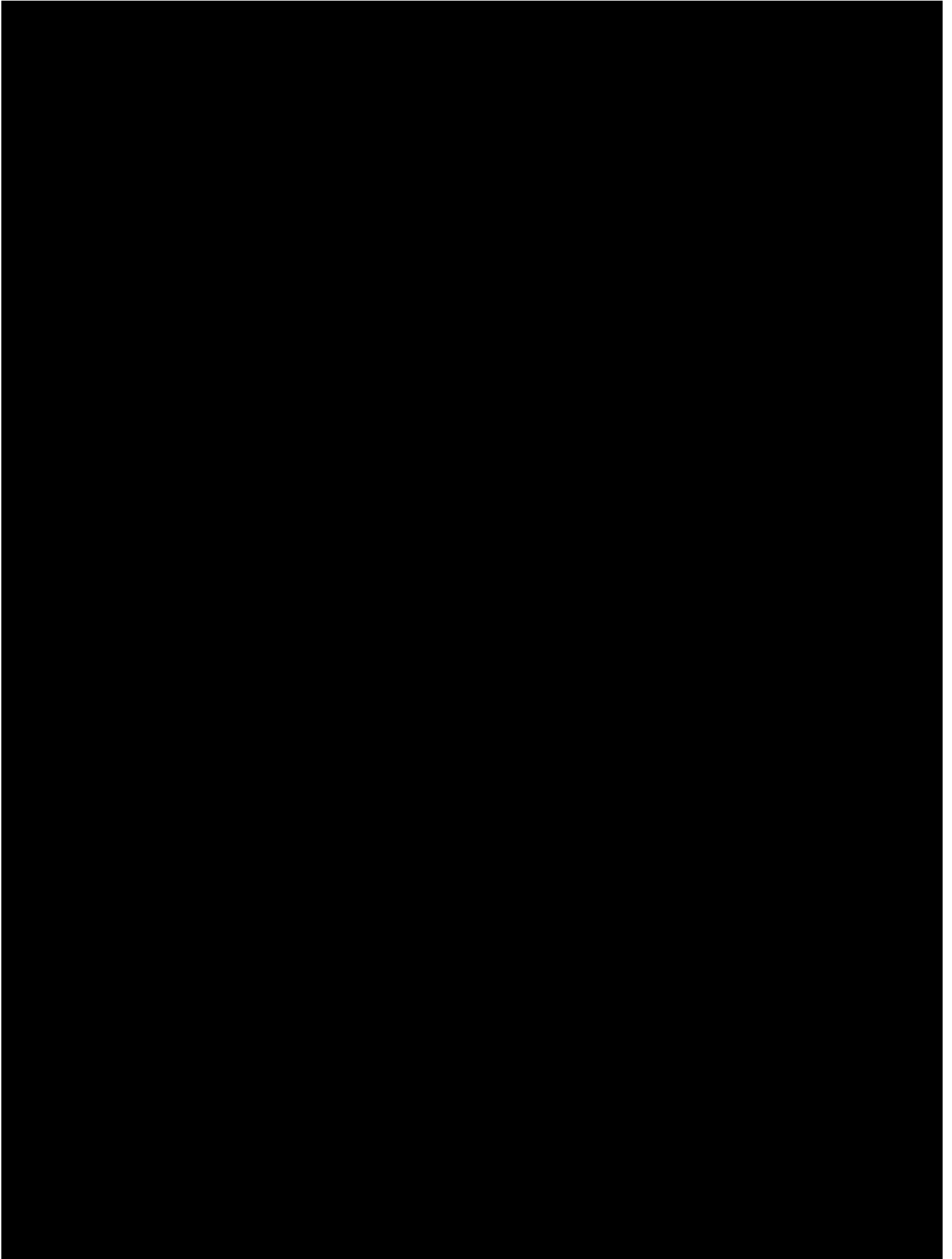
**ATTACHMENT C**



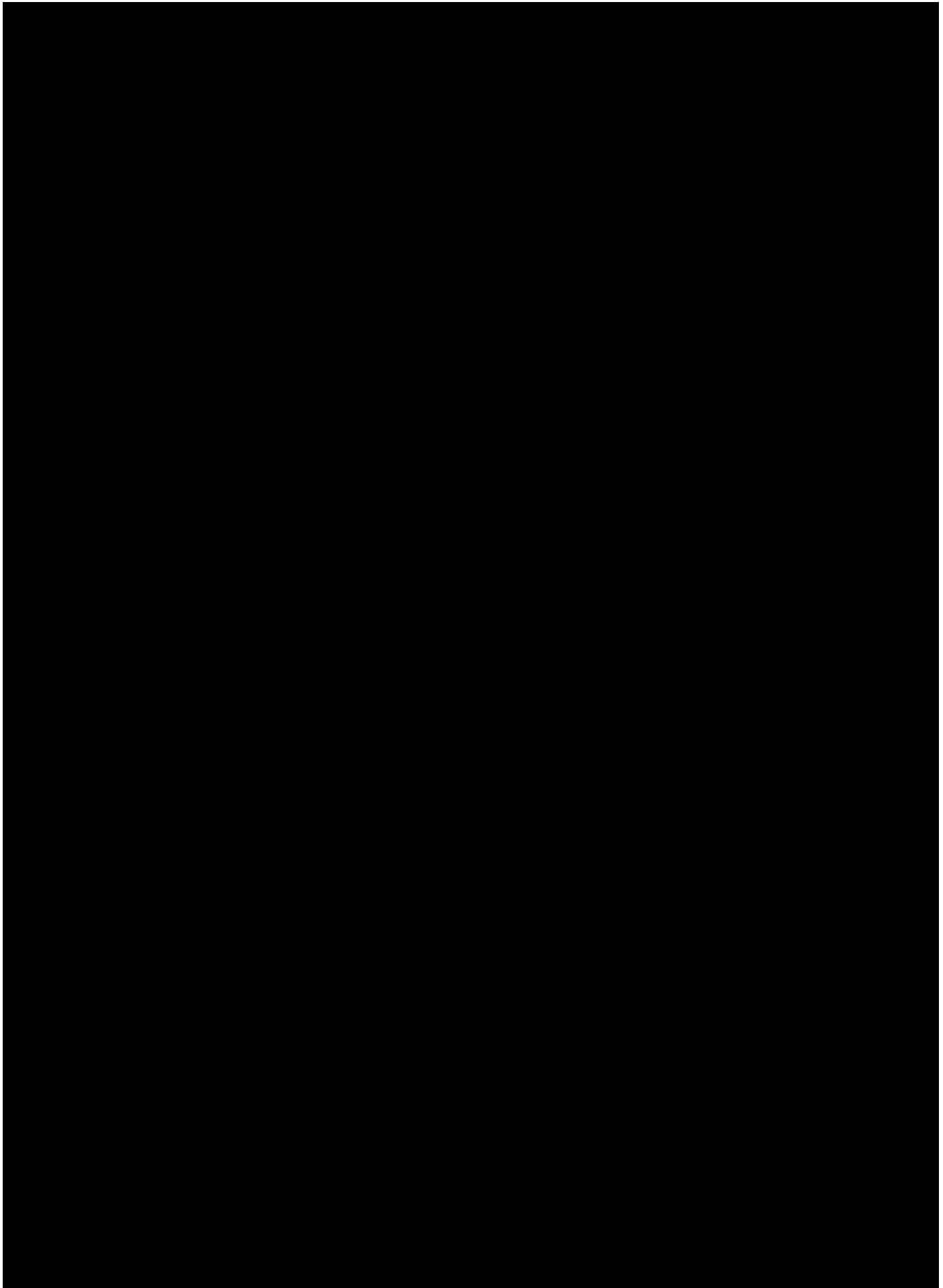




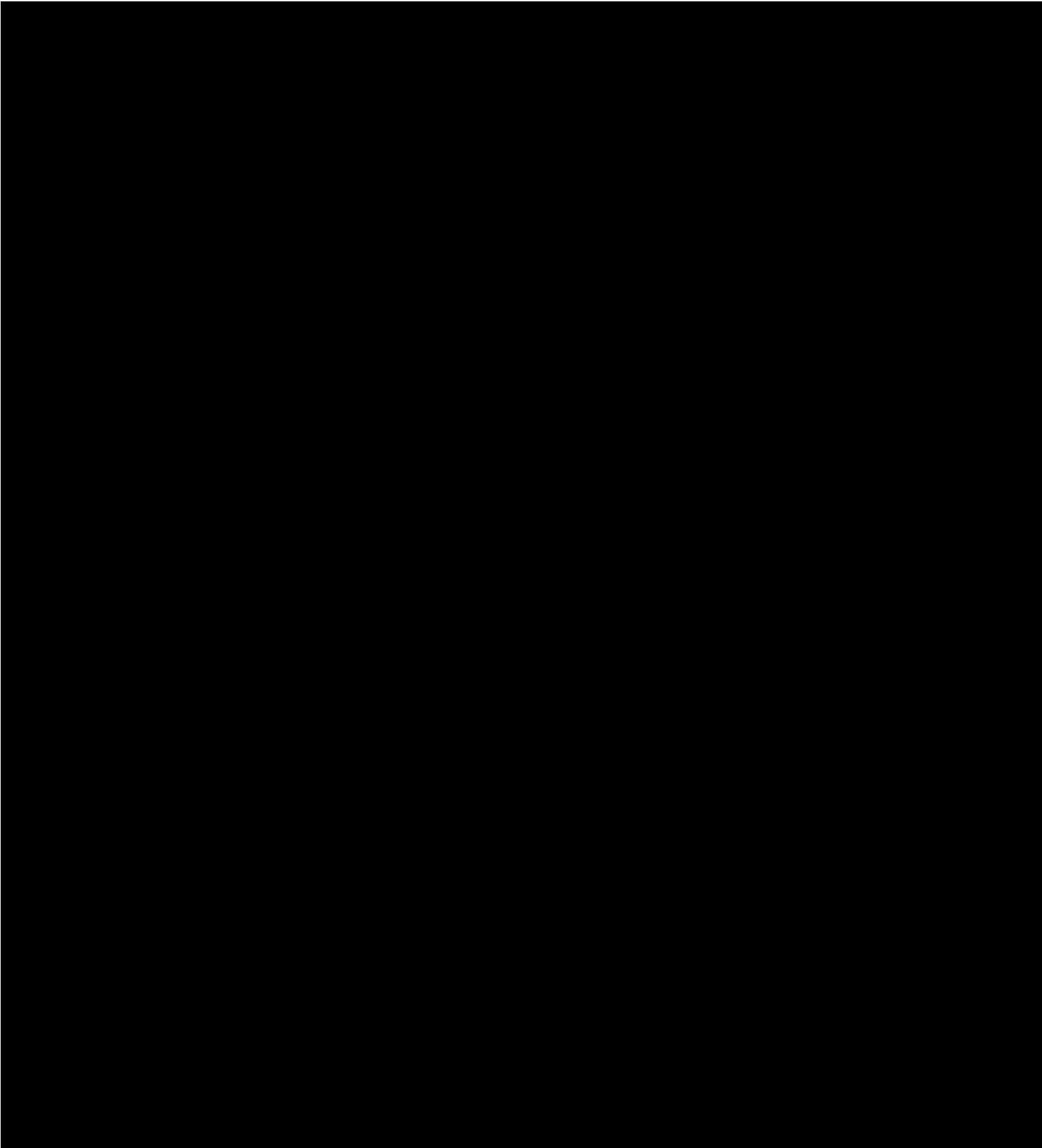








**ATTACHMENT D**  
**SAMPLE OUTAGE SCHEDULE**



**ATTACHMENT E**  
**NOTIFICATION LIST**

