BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Ameren Transmission Company of Illinois for a Certificate of Public Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage a 138 kV Transmission Line and associated facilities in Perry County, Missouri	File No. EA-2025-0222

AMEREN TRANSMISSION COMPANY OF ILLINOIS' RESPONSE TO THE OFFICE OF PUBLIC COUNSEL'S PROPOSED CONDITIONS

COMES NOW Ameren Transmission Company of Illinois ("ATXI") and hereby provides its response to the Certificate of Convenience and Necessity ("CCN") conditions proposed by the Office of Public Counsel (the "OPC") in its October 24, 2025 Response to Staff Recommendation:

A. Background

On May 1, 2025, ATXI filed its Application in this case seeking from the Commission a CCN to construct an operate an approximately 3.2-mile-long 138-kV transmission line and associated facilities, referred to as the Grand Tower Project, in Perry County, Missouri. Despite its short length, the Project has its complexity—it includes construction of the new transmission line across the Mississippi River to connect with a new substation to be constructed by Ameren Illinois in Illinois. As a result of the additional voltage provided by the line, the Project will increase service reliability in the southeast Missouri area to Ameren Missouri customers and mitigate "multiple" low voltage NERC violations on the Citizens Electric system.[1]

While ATXI's request seeks approval for the construction and operation of a 138-kV line, ATXI's proposed Project is planned to be constructed on poles and towers that could accommodate a future 345-kV circuit, plans which Staff characterizes as "forward looking and proactive" because it would provide the southeast Missouri area with "infrastructure capable of handling potential generation interconnections in the region" and "increase the transfer capability of energy resources in any direction, thereby facilitating any future system requirements."[2] To allow the construction of the transmission line towers at the river crossing needed to accommodate this future voltage need, ATXI will require 600-foot-wide easements; to accommodate the construction of the monopole section of the line will require easements of 150 feet in width.[3]

On September 15, 2025, Staff made recommendation to the Commission that it grant ATXI a CCN with certain conditions. On September 25, 2025, ATXI and Staff filed a joint recommendation that the CCN be granted with the conditions requested by Staff as modified by that September

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[1] See ATXI responses to MPSC Data Request 0011, 0019, and 0026.
[2] *Staff Recommendation* at 5.
[3] *Direct Testimony of Justin D. Wenk* at 3.

25, 2025 filing. On October 24, 2025, the OPC then filed its response to the Staff Recommendation requesting that the Commission grant the CCN subject to two additional conditions relating to the easements ATXI will seek to construct the Project:

1. ATXI agrees to work with the OPC and Staff to include language in the notice letter sent to landowners when requesting an easement and in the Proposed Easement itself that identifies the full scope of the Grand Tower Project, specifically that it will be originally constructed as a 138-kV circuit with the potential to upgrade to a 345-kV circuit in the future.

2. ATXI agrees to remove the following language from its Proposed Easement: "together with the authority to extend to any other party the right to use, pursuant to the provisions hereof."

ATXI opposes these two conditions.

B. The proposed standard easement is not overly broad by not stating a specified voltage of the proposed line within the easement document.

The OPC's first proposed condition seeks two things: (1) that the notice letter ATXI sends to landowners give notice to the landowner that informs the landowner of the possible expansion of the 138-kV line to a 345-kV line, and (2) that the proposed easement itself be restricted to construction of lines to these voltages.

The first of these requests is unnecessary. The sample notice letter that ATXI intends to send to landowners and has provided to the OPC in this case accomplishes that purpose. The second paragraph of the proposed letter, provided in ATXI's response to OPC Data Request 55, informs the landowner of the possibility of future expansion of the line:

> The Project is construction of a new approximate 4-mile, 138 kV transmission line to connect Citizens Electric's existing Wittenberg substation in Perry County, Missouri, across the Mississippi River to a new Jenkins substation near Ameren Illinois' existing Grand Tower substation in Jackson County, Illinois. The Project will consist of a steel lattice tower on either side of the river with steel monopoles and associated facilities into each substation that that will improve grid reliability for local customers and support continued grown in the area, ***and have the ability to house a potential 345 kV transmission line in the future.*** The new transmission line construction is expected to begin in winter 2027 and anticipated to be in-service by December 2028.[4]

The OPC does not identify in its response to the Staff Recommendation what, if any, concerns it has with the language ATXI has proposed for the draft notice letter ATXI provided to the OPC prior to the filing of its response. The current proposed notice letter clearly does what the OPC requests.

The OPC's second request—that ATXI specify in its easement the particular voltage of the line—is not appropriate for a permanent easement document. As the OPC acknowledges, "the voltage of the line determines the

[4] ATXI response to OPC Data Request 55. ATXI notes that the notice letter is not the first time landowners will learn of the intended scope of the Project. ATXI provided information about the initial construction and possible expansion of the line at the open houses it held and presented that information at the local public hearings held on August 18, 2025 (virtual), and August 26, 2025 (in-person). In addition, information and materials regarding the scope of the Project, including the potential of a future 345-kV circuit, were (and are) available on the Project slideshow posted on the Project website.

width of the necessary easement."[5] Because ATXI is constructing the Project to accommodate the possibility of a future 345-kV line, it seeks to purchase easement rights from the landowner necessary to accommodate that future line prior to the construction of this Project.[6] Effectively, the easement width limits the voltage of the line that may be placed within the easement. What this means, of course, is that should there be a need in the future for future need for expansion of the line beyond a 345-kV line, that expansion will require a new CCN, as well as the purchase of additional easement rights from the landowner to comply with easement width requirements.[7]

Given that the landowners have been and will be provided notice of the intended scope of the Project—both now and possibly in the future—and that the easement width itself restricts the voltage of the transmission lines placed within that easement, any restriction of the voltage in the easement document itself is superfluous and, more importantly, short-sighted. An easement is a "right to use the land for particular purposes." *St. Charles Cty. v. Laclede Gas Co.*, 356 S.W.3d 137, 139 (Mo. 2011). Conversely, an "easement" does not give the grantee complete ownership of the land "for all

[5] The OPC's *Response to Staff Recommendation* at 3.
[6] ATXI believes that the expansion of the line to a 345-kV line will itself require it to file a new application for a CCN with the Commission to obtain approval for the expansion to the 345-kV transmission line. What it would not require, however, is that ATXI again pay the landowner for the same easement area it has already purchased from the landowner.
[7] See ATXI response to OPC Data Request 48.

lawful purposes" but instead grants a "right only to one or more particular uses." *Farmers Drainage Dist. of Ray Cnty. v. Sinclair Refin. Co.*, 255 S.W.2d 745, 748 (Mo. 1953). Consequently, the issue here is whether the proposed standard easement language restricts ATXI's use to a particular purpose. It does.

The proposed standard easement provides the purpose for the grant of an easement:

> [GRANTOR] . . . does hereby grant unto AMEREN TRANSMISSION COMPANY OF ILLINOIS . . . a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove an ***electric and communication line or lines consisting of towers, poles, crossarms, guys, anchors, wires, cables, conduits, fixtures, foundations, footings and other appurtenances*** thereto (hereinafter individually or collectively "Facilities") . . . .[8]

The purpose of the easement is clear—to allow for the construction and operation of an electric transmission line and, as ATXI clarifies here, associated communication lines necessary to operate the transmission system.[9]

Restricting the easement to a particular voltage—which is unnecessary when the easement width already does so—could prevent ATXI from using

[8] *Direct Testimony of Jennifer Spurlock*, Schedule JS-01.
[9] See ATXI's supplemental responses to OPC Data Requests 46 and 47 (attached as Exhibits A and B to this response). See Section C of this response for further explanation.

the easement rights it purchased from the landowner in the future for the very purpose for which it purchased those rights. Suppose, for example, that in the future, the need for an upgrade of the transmission line to a 500-kV line or a 765-kV line was identified for this area. While ATXI would be required to obtain additional easement rights to comply with width requirements for the new line, the current easement, if restricted to a particular line voltage, would not allow ATXI to use the 150-foot-wide easement it had already purchased for the purpose of constructing the new electric transmission line.[10] Such a restriction on a utility easement for any utility essentially eliminates the permanent nature of the easement by preventing a future use consistent with the purpose for which the easement was acquired—the transmission of electricity. This would fundamentally change the nature of easement rights obtained by utilities in Missouri by limiting the purpose so narrowly that the easement becomes a temporary and overly restrictive grant of rights.

Moreover, such a requirement is shortsighted by unnecessarily restricting the easement rights to circumstances at the time even though the

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[10] The OPC may argue that constructing a larger voltage (500-kV or 765-kV) line within the 150-foot easement (along with the additional easement required to accommodate such a line) should result in additional compensation to the landowner for the construction activity in the existing 150-foot-wide easement. However, this activity would not be markedly different from the situation in which ATXI might need to replace the existing monopoles because they have reached the end of their useful life—ATXI may well need to purchase temporary construction easements to construct within the 150-foot-wide easement, but its use of the easement for the purpose of transmitting electricity remains the same. This is another reason why restricting the easement to a certain voltage is inappropriate.

future use would be consistent with the purpose of the easement. *See Henley v. Cont'l Cablevision of St. Louis Cnty., Inc.*, 692 S.W.2d 825 (Mo. App. E.D. 1985) ("The unsurprising fact that the drafters of the 1922 easements did not envision cable television does not mandate the narrow interpretation of the purposes of the conveyance of rights and privileges urged by plaintiffs. . . . It is an inescapable conclusion that the intention of plaintiffs' predecessors was the acquisition and continued maintenance of available means of bringing electrical power and communication into the homes of the subdivision. Clearly, it is in the public interest to use the facilities already installed for the purpose of carrying out this intention to provide the most economically feasible and least environmentally damaging vehicle for installing cable systems.").

Finally, the OPC's concern that landowners "will not be appropriately compensated for an easement that will essentially allow for at least two different projects" is misguided. If ATXI were purchasing the easement necessary for a single circuit 138-kV line, it would only need to purchase an easement 100-feet wide.[11] Instead, ATXI will purchase from the landowner the larger easement of 150 feet, undoubtedly resulting in more compensation to the landowner. And, of course, the compensation a landowner receives for

[11] The OPC's *Response to Staff Recommendation* at 4.

the easement will be the result of an agreement reached during negotiations or an award by a court based on evidence in a condemnation proceeding—both of which based upon knowledge of the proposed future use of the easement. Whether the purchase price for the easement is reached by agreement in negotiation or by award of a court, it cannot be said that the landowner is not being fairly compensated for the easement ATXI seeks.

C. The proposed standard easement does not allow for an improper expanded use under § 523.283.

The OPC asks this Commission to impose a second condition requiring on ATXI's CCN—that it remove from the proposed standard easement the following language: "together with the authority to extend to any other party the right to use, pursuant to the provisions hereof." The OPC's complaint is that the language expands the use of the easement property beyond that which is described in the easement by allowing a "different type of use" of that property.[12] It does not.

It is certainly true that § 523.283 prohibits the use of easement "beyond that which is described in the instrument of conveyance" without additional negotiations with the landowner allowing that use. § 523.283.1, RSMo 2016. And it is also true that the "expanded use" prohibited by the statute is defined as a "burden greater than the . . . burden originally described in the

[12] The OPC's *Response to Staff Recommendation* at 4-5.

instrument of conveyance," which includes a "different type of use" of the property. § 523.283.2. Finally, it is also true that case law "suggests" that where a utility intends to use its easement for a use not included within the easement language, it has violated the prohibition found in § 523.283. *See Barfield v. Sho-Me Power Elec. Coop.*, 852 F.3d 795, 802 (8th Cir. 2017) (applying Missouri law) (holding that utility that installed fiber-optic cables for internal communications on electric transmission lines improperly expanded scope of easement when it formed subsidiary and assigned excess capacity on fiber-optic cable to provide commercial broadband services to the public because use was unrelated to electric transmission); *but see Henley*, 692 S.W.2d at 829 (holding that easement for purpose of construction and operation of "lines for telephone and electric light purposes" authorized use of lines to provide cable television services).

What is not true is that ATXI's proposed standard easement language allows for an improper expanded use here. Where language in an easement authorizes an electric utility to construct and operate a line "for electrification or communication purposes," use of the line for communications associated with the transmission of electricity is not an improper expanded use under § 523.823. *Carroll Elec. Coop. Corp. v. Lambert*, 403 S.W.3d 637, 645-46 (Mo. App. S.D. 2012). In *Carroll*, an electric cooperative sought to condemn easements for a new 69-kV line, and the easement language at issue would grant a perpetual easement to the utility to construct and operate

> one or more electric power transmission and/or distribution line(s) and appurtenant communication lines . . . and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or communication purposes . . . .

Id. at 641.

An engineering technician for the cooperative testified that this language authorized the cooperative to "allow anyone to string fiber telephone, cable TV, any of that"—meaning that "[i]t would allow them to be on our poles, but that doesn't give them the right to be on . . . our easement. They'd have to get their own easement." *Id.* at 642. The landowners, conceding that the cooperative could condemn an easement that included the right to install appurtenant communication lines necessary to operate the electrical system,[13] argued that the easement language would allow the cooperative to allow "ATT, Centurylink, Mediacom, Verizon, or any other entity in the telecommunications business to use the utility's easement for "communication purposes."[14] *Id.* at 644. The court, however, agreed with the cooperative, holding that the joint occupancy provision in the easements

[13] The parties in *Barfield* similarly agreed that the easements gave the utility he right to install and use fiber-optic cables for internal communications related to supplying electricity. 852 F.3d at 799.
[14] The OPC makes much the same argument here; however, the OPC's misunderstanding of the easement language and ATXI's understanding of that language was precipitated by ATXI's inadvertently incomplete responses to OPC Data Requests 46 and 47.

allowed other electric cooperatives to buy and sell electricity to each other but that any use other than for electricity would be prohibited by § 523.283. *Id*. at 645. And because any communication lines were associated with the transmission of electricity on the system, the easement language allowing for that use also did not violate the expanded use statute. *Id*. at 646.

ATXI's easement seeks to accomplish the same purpose. ATXI understands and intends the easement language "electric and communication lines" to refer to the electric transmission lines and the communication lines necessary to operate the transmission of electricity on those lines.[15] And, like the cooperative in *Carroll*, ATXI understands the easement language to authorize ATXI to allow third parties the right to place their lines on ATXI's transmission poles[16]; however, ATXI also understands that the language does ***not*** authorize those third parties to access a particular landowner's land or use ATXI's easement or even allow ATXI to place lines owned by a third party on those poles without that third party obtaining those rights from the landowner.[17] In fact, ATXI's own agreement with third parties to allow them to use ATXI facilities—the current version in use since at least 2015—

[15] See ATXI's supplemental responses to OPC Data Requests 46 and 47 (attached hereto as Exhibits A and B).
[16] Indeed, without the language in the easement, ATXI questions whether it could allow a third party to place something like fiber optic on its transmission lines even after the third party successfully negotiated for that right from the landowner.
[17] See ATXI's supplemental responses to OPC Data Requests 46 and 47 (attached hereto as Exhibits A and B).

explicitly requires the third party to obtain its own property rights for use of facilities in the area where ATXI's poles and towers are located.[18] Consequently, the language in ATXI's standard easement—like the language of the easement in *Carroll*—does not violate the expanded use statute.

Finally, this is a standard easement. As the Commission has recognized before, standard easement agreements are not "one size fits all" because "each parcel of land is unique and because some landowners may have specific concerns that other landowners may not."[19] Like many other aspects of a contract conveying rights, the terms of the easement are negotiated between the parties and, if successful, an agreement is reached as to those terms. One of those areas of negotiation involves the terms regarding third-party rights.[20]

The second condition proposed by the OPC—that the language related to third-party use be stricken from the standard easement—is unnecessary because the easement language does not allow for an improper expanded use of the easement grant.

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[18] Exhibit A at Master Facilities License Agreement § 2.2 (requiring the third-party licensee to obtain the necessary right-of-way permits or access rights, easements or other authorizations necessary to utilize ATXI's facilities), and § 2.4 (making it a condition precedent to third party use that the third party obtain all consents "from the owners of private lands and property involved, to construct and maintain Attachments at locations it desires to use").

[19] *Missouri Landowners Alliance, et al., v. Grain Belt Express LLC, et al.*, File No. EC-2021-0034 (February 19, 2021 Report and Order) at 12.

[20] ATXI response to OPC Data Request 41 ("Generally speaking, the nature of requests by landowners to modify easement language falls into these broad categories: . . . and (5) communication changes [e.g., third-party rights].").

D. Conclusion

ATXI opposes both conditions requested by the OPC. These conditions are unnecessary because

- ATXI's notice letter already includes notice to the landowner that the initial construction of the transmission line will be a 138-kV line and that the line may be expanded in the future to a 345-kV line.

- Because ATXI seeks to obtain easement rights for a 150-foot easement that could possibly include a 345-kV line and compensate the landowner for that easement at fair market value, the landowner will not suffer additional harm if and when that expansion occurs.

- Restricting the easement language by restricting its use to a future 345-kV transmission line improperly prevents ATXI from using the easement for its lawful purpose—transmitting electricity—should more voltage be required in the future (at which time, ATXI would need to acquire additional easement from the landowner and compensate the landowner for that easement).

- ATXI's easement language does not violate the expanded use prohibition because both the "electric and communication" lines are necessary for ATXI to transmit electricity on those lines.

- Any third-party rights obtained by ATXI from the landowner only authorize ATXI to allow third parties to use its poles and towers; it does not authorize third parties to use the easement, nor does it authorize ATXI to place a third party's facilities on its transmission system without that third party obtaining the necessary rights from the landowner.

WHEREFORE, ATXI requests that the Commission enter its Order granting the CCN with only those conditions requested by Staff as modified by the Joint Recommendation filed by Staff and ATXI on September 25, 2025.

Respectfully submitted,

/s/ *Jason Kumar*

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the Staff of the Commission and the Office of the Public Counsel via electronic mail (e-mail) on this 3rd day of November, 2025.

/s/ *Michael R. Tripp*
Attorney for Ameren Transmission
Company of Illinois

Exhibit A

Ameren IL Transmission Co's
Response to OPC Supplemental - OPC
EA-2025-0222
Application of ATXI for a Certificate of Public Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage a 138 kV Transmission Line and associated facilities in Perry County, Missouri and Cape Girardeau Counties, Missouri

No.: OPC 46S

PREVIOUS QUESTION:

No.: OPC 46

The standard easement attached to Ms. Spurlock's Direct Testimony as Schedule JS-02 includes the following language: "together with the authority to extend to any other party the right to use, pursuant to the provisions hereof." Please provide ATXI's understanding of the authority granted by this term.

PREVIOUS RESPONSE

Prepared By: Jennifer Spurlock
Title: Sr Real Estate Agent
Date: 10/16/2025

While I am not an attorney, it is my understanding that this provision authorizes the possibility of ATXI to share its assets in the easement with third parties. For example, the provision would authorize ATXI to allow a third-party wireless provider to use space on transmission towers or allow another utility or Ameren affiliate to extend broadband/wireless technologies on those same towers.

RESPONSE

Prepared By: Jennifer Spurlock
Title: Sr Real Estate Agent
Date: 11/03/25

In addition to my prior response and by way of clarification, the provision would authorize ATXI to share its assets in the easement—not the easement itself—with third parties. ATXI requires that any third party wishing to use ATXI facilities obtain the necessary consent of any landowner on which the ATXI assets are located as a condition precedent to any agreement with ATXI. A copy of the standard Master Facilities License Agreement (MFLA), the version of which has been used by ATXI for at least the last 10 years, is attached to this response. Section 2.2 of the MFLA requires a licensee to obtain the necessary right-of-way permits or access rights, easements or other authorizations necessary to utilize ATXI's facilities. Additionally, Section 2.4 of the MFLA requires the third party to obtain the necessary rights or consent of the landowner as a condition precedent to the third party's license agreement with ATXI.

Master Facilities License Agreement

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MASTER FACILITIES LICENSE AGREEMENT

THIS MASTER FACILITIES LICENSE AGREEMENT (this "Agreement"), made and entered into this ___ day of _______________, 2020 ("Effective Date"), by and between UNION ELECTRIC COMPANY d/b/a Ameren Missouri, a Missouri corporation, hereinafter called "Licensor," and __________________, a _______________________ , hereinafter called "Licensee".

WITNESSETH:

WHEREAS, Licensee represents and warrants that it is a cable television system or telecommunications carrier, as those terms are used in 47 U.S.C. § 224;

WHEREAS, Licensee desires to construct, install, operate, maintain, repair, replace and remove certain wireline Attachments (as defined herein) on or from Licensor's Facilities (as defined herein), for the provision of its services;

WHEREAS, subject in all instances the terms of this Agreement and to considerations of Licensor's service requirements including considerations of capacity, safety, reliability, and generally applicable engineering purposes, Licensor shall allow Licensee or its qualified contractor to install and maintain Attachments on or in Licensor's Facilities (each a "License");

WHEREAS, Licensor shall have the absolute right to refuse to issue any License for attachment hereunder whenever Licensor determines that the issuance of such license is not possible because of insufficient capacity, or for reasons of safety, reliability and generally applicable engineering purposes; and

WHEREAS, Licensor is willing to permit Licensee to place and maintain said Attachments on said Facilities, subject to the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated, Licensor will issue Licenses as are specifically designated in the manner prescribed herein, subject to the following terms and conditions:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means

(a) the ownership, directly or indirectly, of 50 percent or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Annual Pole Attachment Fee" has the meaning set forth in Section 7.2.

"Annual Right-of-Way Occupancy Fee" has the meaning set forth in Section 12.1.

"Application Fee" shall mean the Attachment Application Fee, Engineering Analysis Application Fee, Power Supply Application Fee, and Right-of-Way Application Fee, as applicable.

"Application Notification" has the meaning set forth in Section 3.2(a).

"Attachments" means all cables, wires, power supply equipment and all associated hardware and equipment reasonably necessary to the attachment of said cables, wires, or power supply equipment, owned and/or utilized by Licensee, that occupy Licensor's Facilities, including any Overlashing.

"Attachment Application Fee" has the meaning set forth in Section 7.1.

"Authorized Contractors" has the meaning set forth in Section 3.2(e).

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Missouri are authorized or required by Law to be closed for business.

"Complete Application" has the meaning set forth in Section 3.2(a).

"Engineering Analysis Application" has the meaning set forth in Section 3.3.

"Engineering Analysis Notification Fee" has the meaning set forth in Section 7.1.

"Estimate" shall have the meaning set forth in Section 3.2(b).

"Facility" or "Facilities" shall include, subject to any restrictions set forth herein, any of Licensor's Poles and/or rights-of-way.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Improper Attachment" has the meaning set forth in Section 6.1.

"Joint User" means any public utility, governmental body or other entity that owns poles to which Licensor is extended or may hereafter be extended joint use privileges or to whom Licensor has extended or may hereafter extend joint use privileges on Licensor's Poles.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"License" has the meaning set forth in the Recitals of this Agreement.

"Make-Ready Payment" shall have the meaning set forth in Section 3.2(c).

"Make-Ready Work" means all work, as reasonably determined by Licensor, including, but not limited to, rearrangement and/or transfer of existing facilities, required to accommodate the Attachments and to meet the NESC or other reasonable engineering and/or construction requirements of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction, but does not include work included in the Survey.

"NESC" means the National Electrical Safety Code.

"NJUNS" has the meaning set forth in Section 5.2.

"Notice of Violation" has the meaning set forth in Section 6.1.

"Other Licensee" means any entity, other than Licensee or a Joint User, to whom Licensor has extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

"Overlashing" means the attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

"Person" means an individual, a partnership, a corporation, an association, Limited Liability Company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority.

"Pole" means a distribution system pole owned or jointly used by Licensor for the distribution of electricity less than 100 kilovolts (kV). This term does not include any post, pole, standard or other structure used primary to support outdoor lighting.

"Power Supply Application" has the meaning set forth in Section 7.1.

"Power Supply Application Fee" has the meaning set forth in Section 7.1

Rate Category" shall mean, with respect to a particular Attachment, the particular rate category as set forth on Exhibit A into which such particular Attachment falls pursuant to 47 U.S.C. § 224.

"Right-of-Way Application Fee" has the meaning set forth in Section 7.1.

"Survey" means all work including, but not limited to, inspections, review of the design, strength and loading characteristics of the affected Pole(s), and performance of such tests, calculations, analyses, and other items reasonably necessary to whether Make-Ready Work is required and the cost of any such Make-Ready Work.

"Transmission Facilities" means Licensor's electric supply lines and support structures operated at, or above, 100 kilovolts (kV).

"Unauthorized Attachment" has the meaning set forth in Section 6.1.

Section 1.2. Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires: (a) words of either gender include the other gender; (b) words using the singular or plural also include the plural or singular, respectively; (c) the terms "hereof," "herein," "hereby," "hereto" and similar words refer to this entire Agreement and not any particular Article, Section, Exhibit or any other subdivision of this Agreement; (d) references to "Article," "Section," "Exhibit," are to the Articles, Sections, and Exhibits, respectively, of this Agreement; (e) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import; and (f) references to "this Agreement" or any other agreement or document shall be construed as a reference to such agreement or document, including any Exhibits thereto, as amended, modified or supplemented and in effect from time to time. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles as promulgated by the Financial Accounting Standards Board and as in effect on the Effective Date.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Ownership. No use, however extended, of Licensor's Facilities or payment of fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in the Facilities, but the rights granted shall be and remain a mere license. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of its Facilities. Nothing herein contained shall be construed to compel Licensor to maintain any of its Facilities for a period longer than is necessary for its own service requirements.

Section 2.2. Rights-of-Way. Notwithstanding anything herein to the contrary, Licensor does not represent or warrant that it has the right to grant to Licensee the use of any right-of-way or easement upon which Licensor's Facilities are located, nor to defend Licensee in the use of same. Licensee shall obtain, at its own expense, any necessary right-of-way permits or access rights, easements or other authorizations necessary to make Attachments to Licensor's Poles. Licensee shall indemnify, defend and hold Licensor harmless from any claims to the extent caused by a failure on Licensee's part to obtain the necessary rights-of-way rights, easements or other authorizations.

Section 2.3. Facilities Maintenance. Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments. Furthermore, Licensor may elect to abandon in place its own Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

Section 2.4. Authority. As a condition precedent to the granting of any License hereunder, Licensee shall have the appropriate authority to erect and maintain Attachments within public streets, highways, alleys and thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Attachments at locations it desires to use. Upon the request of Licensor, Licensee shall submit evidence satisfactory to Licensor that it has the appropriate authority and has obtained all required consents. Licensee shall defend, indemnify, and hold Licensor, its parent company and Affiliates thereof, as well as any of their employees, officers, agents and assigns (each an "Indemnified Party"), harmless against any claim, liability, cost, or expense, including reasonable attorney's fees, which may result, directly or indirectly, from the failure to comply with the requirements in this Section 2.4, including but not limited to, claims related to any sublicensee or other third party utilizing the Attachments. The indemnity pursuant to this section shall apply to all claims brought against any Indemnified Party, regardless of the legal or equitable theory pursued, or the relief requested. Any failure to request or obtain such required evidence, shall not excuse the Licensee from its obligations pursuant to this section.

Section 2.5. Limitations on License. No License granted under this Agreement shall extend to any of Licensor's Facilities to the extent Licensor does not have the right to grant such rights or where the placement of Attachments would result in a forfeiture of rights of Licensor to occupy the property affected. If the existence of Attachments on Licensor's Facilities would cause a forfeiture of the right of Licensor to occupy such property or if the use of any Facility is forbidden by governmental authorities or property owners, Licensee agrees to remove Attachments forthwith upon notification by Licensor. If said Attachments are not so removed, Licensor may perform such removal without liability on its part. Licensee agrees to pay Licensor, or its agents or contractors, the cost thereof and for all losses or damages that may result.

Section 2.6. Transmission Facilities. No License under this Agreement shall extend to any of Licensor's Transmission Facilities.

Section 2.7. Fees. The fees referenced in this Agreement shall be as set forth in Exhibit A.

Section 2.8. Covered Entities. This Agreement allows Licensee to make Attachments to Licensor's Facilities only insofar as Licensee is a "cable television system" or "telecommunications carrier" as those terms are used in 47 U.S.C. § 224. In the event Licensee is no longer a "cable television system" or "telecommunications carrier" as those terms are used in 47 U.S.C. § 224, Licensor may, in accordance with Section 13.1, terminate this Agreement and/or Licensee's rights, privileges and authorizations hereunder, including all Licenses issued hereunder.

Section 2.9. License Denial. The parties agree that License(s) shall not be issued to Licensee when Licensor determines, in its reasonable discretion that such License(s) should be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes. Such denial shall be in writing to the Licensee.

Section 2.10. Affiliates. This Agreement shall not apply to any of Licensee's Affiliates without the prior written consent of Licensor.

Section 2.11. Third-Party Usage. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use Licensor's Facilities covered by this Agreement.

ARTICLE III
GENERAL REQUIREMENTS FOR ACCESS

Section 3.1. Application Process Generally. Licensee shall not begin attaching any of its Attachments, including, without limitation, any power supply equipment, to any of Licensor's Facilities without first making application for a License and obtaining written approval of the License from Licensor as provided in Section 3.2.

Section 3.2. Application Process for Certain Attachments. Except for Overlashing, which is covered by the Engineering Analysis Application procedure set forth in Section 3.3, Licensee shall submit a Complete Application for attaching or modifying any of its Attachments, identifying the Poles involved. A Complete Application shall be submitted on Licensor's form, which form may be modified from time to time by Licensor, prior to installing or modifying any Attachments on any Pole. Licensor shall timely notify Licensee of errors in an incomplete application and return the application to Licensee for resubmittal. The following provisions shall apply with respect to Licensee's Attachment requests:

(a) Survey. After Licensor's receipt of a complete application providing Licensor with all information necessary under Licensor's procedures to begin the Survey (a "Complete Application"), Licensor shall grant or deny an attachment request submitted by Licensee and provide Licensee written notification thereof ("Application Notification").

(b) Estimate. If Licensor does not deny Licensee's Complete Application as set forth above, Licensor shall, upon request from licensee, present to Licensee an estimate of charges to perform all licensor Make-Ready Work (the "Estimate").

(c) Acceptance. Licensee shall be entitled to accept the Estimate by making payment to Licensor of the amount set forth in the Estimate (the "Make-Ready Payment") any time after receipt of the Estimate but before the Estimate is withdrawn by Licensor. An Estimate shall be deemed withdrawn if Licensee has not submitted the Make-Ready Payment within thirty (30) days of receipt of such Estimate.

(d) Make-Ready. Licensor shall notify all known Joint Users and Other Licensees of the need for, and nature of, Make-Ready Work necessary to accommodate Licensee's request for access. Thereafter, Licensee shall follow-up with Joint Users and other Licensees to coordinate Make-Ready Work, as necessary, including to arrange for any necessary payments to such parties. Licensor will provide written notice to Licensee, via e-mail, NJUNS (or such other electronic notification system as Licensor may subsequently use) or otherwise, upon completion of Licensor Make-Ready Work.

(e) Contractors for Survey and Make-Ready Work. In the event Licensee hires a contractor for any purpose allowed under this Agreement or applicable law (other than for purposes of Make-Ready Work beneath the communication worker safety zone, such contractor shall be from those on Licensor's list of contractors approved for such purposes ("Authorized Contractors"). Licensee shall provide Licensor with a reasonable opportunity for a representative of Licensor to accompany and consult with the Authorized Contractor and the Licensee during such work. The consulting representative of Licensor shall make final determinations, on a nondiscriminatory basis, on matters of capacity, safety, reliability, and generally applicable engineering concerns. Under no circumstances shall Authorized Contractors be permitted to perform Make-Ready Work involving Pole replacement.

Section 3.3. Engineering Analysis Notification Process for Overlashing. A License application pursuant to Section 3.2 is not required for Overlashing, however, Licensee shall submit an engineering analysis notification ("Engineering Analysis Notification") on Licensor's form identifying the Poles involved and the type of fiber or other materials to be overlashed, which form may be modified from time to time by Licensor, along with other data required by Licensor, before commencing any work on Overlashing. If Licensor determines that any work, including, but not limited to, rearrangement and/or transfer of existing facilities required to accommodate the Overlashing and to meet NESC requirements, or other reasonable requirements of Licensor such as inspections, surveys, engineering, permits and construction, is necessary to prepare any Pole for an Overlash, whether or not the Overlash is by Licensee or a third party, Licensee shall pay for such work in advance, and the Overlashing shall not be performed until Licensee receives notice from Licensor that such work is completed.

Section 3.4. Disclosure of Applications. To the extent necessary to accommodate Licensee's Attachments or the attachments of Other Licensees, requests for access may be shared with all Other Licensees.

Section 3.5. No Attachments in Power Space. No Attachments by Licensee or a third party shall be permitted in the power space or the Communication Worker Safety Zone defined by the NESC. All Attachments, including temporary Attachments, shall comply with the current edition of the NESC and any other requirements of this Agreement.

Section 3.6. Displacement. Licensor may reserve space for the future development of electric services and reclaim such space on its Poles, if needed, on sixty (60) days' notice to Licensee. If Licensee is displaced, it may be relocated to another acceptable location, if any, at Licensee's expense. If no acceptable location exists, then Attachments shall be removed by Licensee at Licensee's expense and risk, or, Licensee shall pay for any modification necessary to continue its access. If Licensee fails to remove Attachments in a timely manner, Licensor shall have the right to remove and/or relocate Attachments at Licensee's expense and risk.

Section 3.7. Assumption of the Risk. Licensee is advised that certain risks may be present in the installation, operation and maintenance of its Attachments. Any work by Licensee shall be performed with full knowledge and acceptance of the risks involved. Individuals involved in the installation or maintenance of the Attachments shall be knowledgeable regarding the installation, construction and operation of the Attachments and the dangers involved with working in the vicinity of energized equipment and lines. Upon request, Licensee shall annually provide Licensor documentary evidence that the qualifications of these individuals are current and their training is ongoing. No later than the first business day of each month, Licensee shall identify (i) where it will be attaching Attachments to Poles during the next thirty (30) days, and (ii) the contractor(s) (along with a contact person and telephone number) doing the work. The requirements of this paragraph shall be included in any agreement between Licensee and its contractors and subcontractors.

ARTICLE IV
INSTALLED FACILITIES

Section 4.1. Installed Attachments. Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair and so as not to conflict with the use of said Pole by Licensor, Joint Users, or Other Licensees, or interfere with the use of facilities thereon or which from time to time may be placed thereon. Licensee shall notify Licensor in writing promptly upon completion of the installation of any newly constructed, permitted, or transferred Attachments approved by Licensor hereunder. Licensee shall inspect its Attachments on a routine basis in order to ensure compliance with the NESC and the terms of this Agreement.

Section 4.2. Operation.

(a) When a License is issued pursuant to this Agreement, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, National Electrical Code (NEC), the NESC, and the Missouri State Electric Code, each of which is incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules, regulations, or orders now in effect or that may hereafter be issued by Licensor, Governmental Authority, or other authority having jurisdiction. Without limiting the foregoing, Licensee agrees that Attachments will be installed in compliance with all applicable spacing requirements, with appropriate vertical clearances and clearance to overhead electric lines and equipment and consistent with generally applicable engineering requirements. As and to the extent applicable, Licensee shall comply with, and shall require any person acting under it, including, without limitation, agents, contractors and employees, to comply with the Overhead Power Line Safety Act (Sections 319.075 et seq. RSMo. 1986) and/or the Underground Facility Safety and Damage Prevention Act (Sections 319.010 et seq. RSMo. 1986), as amended from time to time. Nothing contained in this Agreement shall be construed as a grant of authority to Licensee or any person(s) acting under Licensee to take or perform any act in violation of the Overhead Power Line Safety Act and/or the Underground Facility Safety and Damage Prevention Act, or other applicable law.

(b) Licensee must furnish, own, install, operate and maintain Attachments at its own expense.

(c) Licensee will at all times comply with all applicable laws and regulations and, at its sole cost and expense, secure and maintain all permits, licenses, land rights, easements and approval of third parties necessary for the construction, installation, operation, maintenance and removal of its Attachments.

(d) Licensee shall make no modification to any equipment or facilities not owned by it or to any of Licensor's Facilities without first having obtained Licensor's written consent, except as expressly allowed by applicable law.

(e) In order to facilitate identification and notification of Licensee’s Attachments, Licensee will provide means by which its Attachments can be identified from the ground (by looking up at the Pole), as illustrated by Exhibit J attached hereto and made a part hereof.

(f) Any inspections, whether or not made by Licensor, shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement for its Attachments.

(g) In the event that Attachments are found to be interfering or in conflict with existing equipment, facilities or Attachments of Licensor or Other Licensees, or if any Attachments interfere with the service needs of Licensor, or a Pole becomes inadequate to support Licensee's Attachment(s), and such interference or inadequacy of the Pole is due to Licensee's Attachment, then in Licensor's reasonable discretion, either: (a) Licensee shall relocate Attachments to another acceptable location, if any, at Licensee's expense and risk, or (b) Licensor may arrange to relocate, replace or remove Attachments and Licensee shall reimburse Licensor for the expense thereby incurred and indemnify Licensor from any damages resulting or arising therefrom. If no acceptable location exists, then Attachments shall be removed, or, Licensee shall pay for any modification necessary to continue its access.

ARTICLE V
FACILITY MODIFICATION

Section 5.1. Facility Modifications by Licensor. Licensor will not be required to provide advance notice for Facility modifications made by reason of emergency or routine maintenance activities but shall provide sixty (60) days advance notice for non-routine maintenance. If Licensee uses the opportunity of Licensor's modifications to a Facility to benefit Licensee's Attachments, the Licensee shall pay a pro rata share of the modification costs. Where Licensor must replace or relocate a Pole and such replacement or relocation is not caused by the addition of a new Attachment, an emergency or routine maintenance, Licensor shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer Attachments within ten (10) days of receiving notice that the new Pole is in place. If Licensee does not transfer Attachments within such ten (10) day period, then Licensor may transfer Attachments at Licensee's expense and risk. If Licensor or another party is required to make a return trip to remove a Pole or perform other services as a result of Licensee's failure to transfer Attachments within the time period set forth herein, then Licensee shall reimburse Licensor or such third party for the cost incurred by such return trip.

Section 5.2. NJUNS. Licensee shall become a member of the National Joint Utilities Notification System ("NJUNS") to facilitate required notices, including, but not limited to, any need to modify or transfer facilities, or to permit new facilities. Licensor reserves the right to utilize a different electronic notification system in the future, and Licensee shall, upon sixty (60) days' notice, become a member of, enroll in, or otherwise commence participation in, such alternative electronic notification system.

Section 5.3. Excess Capacity. In the event that any modification results in excess capacity, Licensor shall retain the same as its exclusive property with all rights reserved.

ARTICLE VI
AUDIT PROCEDURES; PENALTIES

Section 6.1. Audit. At any time, Licensor may audit all or any portion of the Licensee's Attachments. Upon discovery of an Attachment that is not subject to a License hereunder (each an

"Unauthorized Attachment"), or any Attachment that is subject to a License hereunder but is not in full, strict compliance with the terms of the License (each an "Improper Attachment"), the Licensor shall provide specific notice of such violation(s) ("Notice of Violation") to Licensee (including Pole number(s) and location(s)), and the procedures set forth below in this ARTICLE VI shall apply:

Section 6.2. Unauthorized Attachments. With respect to Unauthorized Attachments included in a Notice of Violation, Licensee shall pay Licensor back rent for the period of time during which the Unauthorized Attachment has been in place. If the actual time period during which the Unauthorized Attachment has been in place cannot be demonstrated to Licensor's reasonable satisfaction, then the time period shall be presumed to be the lesser of (i) five years, or (ii) the number of years since the last audit. In addition to back rent, Licensee shall also pay to Licensor (i) liquidated damages in the amount of $50 per each Unauthorized Attachment, and (ii) any non-recurring administrative expenses Licensor incurs as a result of processing and documenting such unauthorized Attachments.

Section 6.3. Correction of Violations. Licensor and Licensee have a mutual obligation to notify and correct immediately violations that pose imminent danger to life or property. Upon notice, Licensee shall correct such violations within 5 days or within any other defined time period as may be required by Licensor under the circumstances. Other violations shall be repaired as soon as possible but no later than sixty (60) days after written notice (which may be delivered by email). If Licensee fails to correct any violation within the timeframe required, Licensor may (a) impose a $25 per day fee for each day the violation remains uncorrected, and/or b) correct the violation at Licensee's expense, plus 50% of such cost. Under no circumstances may Licensee perform corrective work on Licensor's facilities.

Section 6.4. Certification. Upon completion, each corrected Improper Attachment shall be "certified as corrected", in writing to Licensor and signed by Licensee.

Section 6.5. Licensee Obligations. The fact that Licensor has conducted or is in the process of conducting an audit shall not relieve Licensee from any obligations with respect to its Attachments as provided for in this Agreement, including, without limitation, its indemnification obligations provided for in ARTICLE IX.

ARTICLE VII
CHARGES FOR SERVICE AND PAYMENT TERMS

Section 7.1. Application Fees. Licensee shall pay, as applicable and as set forth on Exhibit A, (a) an Attachment application fee ("Attachment Application Fee") at the time it files a Complete Application, (b) an engineering analysis notification fee ("Engineering Analysis Notification Fee") with respect to Overlashing (if an engineering analysis is required for such overlashing), (c) a power supply application fee ("Power Supply Application Fee") with respect to a Power Supply Application, or (d) a right-of-way application fee ("Right-of-Way Application Fee") with respect to an application for use of a right-of-way pursuant to ARTICLE XII. The costs for Surveys are included in the applicable Application Fee provided for in Exhibit A. The fees provided for in this Section 7.1 represent Licensor's good faith estimate of the cost required to analyze and process Licensee's proposed use of Licensor's Facilities. Licensee will be required to pay in advance the applicable Application Fee, regardless of whether Licensee occupies Licensor's Facilities. This fee may be changed from time to time by Licensor to reflect any increases in its costs.

Section 7.2. Annual Payment of Attachment Fees. For each of its Attachments, Licensee shall pay annually, in arrears, the Annual Pole Attachment Fee and Annual Right-of-Way Occupancy Fee, as each is set forth in Exhibit A for each of its Attachments as determined by Licensor in accordance with Licensor's internal records. Equipment attached for any period of time during a calendar year will be counted as an Attachment for the entirety of such year for the purpose of calculating the Attachment fee for such year. Notwithstanding the foregoing, no Attachment fee shall be due to Licensor on account of any Overlashing by Licensee. As soon as practicable after the end of each calendar year, Licensor will provide to Licensee an updated Exhibit A setting forth the rates applicable in arrears to the prior year's Attachments. No earlier than sixty (60) days thereafter, Licensor will provide to Licensee an invoice setting forth the amount of the fees for all Attachments during the previous calendar year based on the Attachment fees in effect for such prior year (as set forth in the updated Exhibit A provided to Licensee). The amount due under each invoice shall be due to Licensor within thirty (30) days after the date of the applicable invoice. Licensor may, in its sole discretion, change its billing cycle to a current year basis, but shall provide Licensee written notice of any such change at least six (6) months prior to implementing any such change.

Section 7.3. Electricity. Licensee shall pay Licensor for all electricity used, including electricity consumed by its power supply equipment.

Section 7.4. Payment for Make-Ready Work. Licensee will be required to pay in advance of making any Attachment or performing any Overlash, the estimated cost for all Make-Ready Work necessary to accommodate access or modification to Facilities for an Attachment or Overlash.

Section 7.5. Payment Terms for Other Fees and Expenses. Unless otherwise specified herein, all charges shall be due in full to Licensor within thirty (30) days of billing.

Section 7.6. Late Payment Charges and Costs. A carrying charge equal to the lesser of 1.5% per month or the maximum amount allowed by law shall accrue on any outstanding balance owed Licensor after thirty (30) days.

ARTICLE VIII
PERFORMANCE BOND

Section 8.1. Performance Bond. Licensee shall provide, at Licensor's request, a performance bond in an amount set by Licensor and by an issuer with an A.M. Best rating of "A-" or better, to secure the payment of funds which may be due Licensor by Licensee pursuant to this Agreement in the amount set forth in Exhibit "K".

ARTICLE IX
PROTECTION AGAINST ACCIDENTS/DAMAGES/INDEMNIFICATION/ INFORMAL DISPUTE RESOLUTION

Section 9.1. Due Care; Waiver; Liability.

(a) The Licensee shall exercise due care and take all appropriate safety precautions necessary or advisable for the prevention of accidents, and shall comply with all laws and regulations applicable to the work to be performed hereunder, to avoid damage, loss, or injury of any and all kinds or nature whatever to persons and property.

(b) The Licensee waives all claims against Licensor, its affiliates, parents, subsidiaries or successors, their officers, agents and employees for damage to property or Attachments of Licensee arising out of the work performed hereunder, WHETHER OR NOT SUCH DAMAGE WAS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS.

(c) The Licensee shall hold harmless, defend and indemnify Licensor, its officers, employees and agents from and against all claims, liabilities, judgments, costs and expenses for personal injury or death of any person(s) and for damage to the property of any third person(s), arising out of this Agreement and the work to be performed hereunder, WHETHER OR NOT CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, EMPLOYEES OR AGENTS. This indemnity shall apply whether such death or injury is to the person(s) of any officer(s), agent(s), servant(s) or employee(s) of the Licensee, or their properties or to any other person whomsoever.

(d) The Licensee shall be responsible for any damage to the property of Licensor arising out of the performance of the work, WHETHER OR NOT CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE LICENSOR OR ITS OFFICERS, EMPLOYEES OR AGENTS.

(e) Licensor hereby notifies Licensee that any wood or composite Poles on which Licensee places its Attachments may contain lead or other hazardous chemicals. Licensee shall notify its workers or its agents and contractors of the possible hazards associated with Licensor's Poles. Licensee hereby releases and holds Licensor harmless from any damages, both to property and for bodily injury arising out of any hazardous condition on any Licensor property.

(f) LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, CONDITION, ZONING, GOVERNMENTAL RESTRICTIONS OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SITE, INCLUDING ANY WARRANTIES AS TO SUBSURFACE CONDITION OR SUBSIDENCE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES, THE SURROUNDING PROPERTY, ELEVATIONS OR RECEPTION.

Section 9.2. Licensor Operations. Licensor reserves to itself, its successors and assigns, the right to maintain and operate its Facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor will not be liable to Licensee, Licensee's customers, or any others for any interruptions of service to Licensee, or for interference with operation of its Attachments arising in any manner, including by Licensor's negligence, out of use of Licensor's Facilities hereunder, and Licensee shall indemnify, defend, protect and save harmless Licensor from any and all claims, demands, suits, judgments, liabilities, loss, damages, including punitive damages, court costs and expenses, including attorney's fees, in any manner arising therefrom.

Section 9.3. Indemnity. Licensee assumes the risk of liability for and shall indemnify, defend, protect and save harmless Licensor with respect to all communications transmitted by Licensee from and against any and all claims and suits for damages, including punitive damages, or loss for infringement of copyright, for libel or slander, for business disparagement, for unauthorized use or treatment of other program material, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and or operation of Attachments in combination with Licensor's Facilities.

Section 9.4. Supervision. Licensee is hereby advised that energized electric lines, which must be avoided, are or may be installed in the vicinity of its Attachments. Licensee shall warn and alert each of its employees or contractors working for it of the existence, location, and nature of the energized electric lines. Any work to be performed by Licensee is undertaken with full knowledge and awareness of and assumption of the risk involved in performing work with the existence of the energized lines. Licensee shall not permit anyone to work on Licensor's Facilities who is not aware of the dangerous nature of electricity or who is not qualified to work in the vicinity of electric facilities. Licensee shall insure that adequate equipment is provided for working in the vicinity of electric facilities, and shall provide adequate supervision and assistance for such workers so as to avoid accidental contact with hazardous electric facilities.

Section 9.5. Notifications. Licensee will promptly notify Licensor and other Licensees of any damage caused to their Facilities or equipment and shall notify Licensor and other Licensees of any claims or damages of any kind directly or indirectly associated with Attachments.

Section 9.6. Insurance.

(a)Licensee shall procure and maintain for the duration of the Services, insurance covering claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services by Licensee, its agents, representatives, and Subcontractors, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

(b) The required insurance shall include the following coverages and limits:

(i) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Licensee with combined single limits, per accident, of not less $1,000,000 for bodily injury, including death and property damage.

(ii) Commercial Automobile Liability Insurance coverage with a combined single limit of not less than $1,000,000 per occurrence and in the aggregate. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles). If Licensee hauls hazardous material, including hazardous waste, the policy shall include MCS-90 and CA 99 48 or equivalent endorsements.

(iii) Workers Compensation and Employer's Liability Insurance, as follows:
- (A) Coverage A (Workers' Compensation) - Statutory
- (B) Coverage B (Employer's Liability):
  - (a) $1,000,000 each accident
  - (b) $1,000,000 each disease
  - (c) $1,000,000 disease policy limit

(iv) Excess Liability or Umbrella Insurance on a following form basis providing coverage in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability with limits of not less than $5,000,000 per occurrence.

(c) All policies shall be issued by carriers having at least an A.M. Best's rating of "A-" and an A.M. Best's financial size category of "VII" or greater.

(d) Except for Workers' Compensation Coverage A, each policy shall name Ameren Corporation and subsidiaries as additional insureds on a primary and non-contributory basis and include a severability of interest provision. Licensee shall provide Company an additional insured endorsement

(e) Licensee shall require its insurance carriers to waive all rights of subrogation against Ameren, its affiliates and subsidiaries and their respective directors, officers, agents and employees. Licensee shall provide Company a waiver of subrogation endorsement.

(f) All policies shall be written on an occurrence basis. Claims made policies are acceptable provided that coverage is maintained for a period of 3 years following completion of Services.

(g) Prior to performing any Services, and upon each policy renewal, Licensee hall provide certificates of insurance and endorsements showing the required coverages and naming "Ameren and its subsidiaries" as the certificate holder. Ameren reserves the right to require a complete copy of any such policy of insurance. Licensee shall promptly notify Ameren of any notice received or knowledge acquired by Licensee of any cancellation of any policy issued to meet the requirements of this Section. Failure to notify Ameren shall constitute a material breach of the Contract and Ameren may prohibit Licensee from proceeding with or completing the Services until such time as Licensee has complied. All insurance notifications shall be addressed to:

Ameren Missouri
Attn: Supervisor Credit Collections
1710 Gratiot St. (Mail Code 310)
St. Louis, MO 63103

(h) To the extent Licensee uses Subcontractors in the performance of the Services, Licensee shall ensure all such Subcontractors maintain insurance coverage and limits identical to those required of Licensee unless otherwise agreed to by Ameren. Licensee shall obtain Certificates of Insurance from each such Subcontractor prior to its commencement of the Service.

ARTICLE X
ASSIGNMENT

Section 10.1. Assignment. Licensee will not assign, transfer or sublet this Agreement or any part thereof or the privileges granted thereby, and this Agreement shall not inure to the benefit of Licensee's successors, without Licensor's prior written consent. Licensor may assign or transfer this Agreement at any time. In the event such consent or consents are granted by Licensor, this Agreement shall extend to and bind the successors and assigns of the parties hereto. Licensor may, at its discretion, require that a new Agreement or license be signed by the successor rather than assigning rights under the existing Agreement

Section 10.2. Sublicense. Licensee shall not sub-license to a third party Licensor's Facilities or Attachments. Such action shall constitute a breach of this Agreement.

ARTICLE XI
REQUIREMENTS FOR ATTACHMENT TO POLES

Section 11.1. Location. Except for the power supply equipment, Licensee shall locate Attachments only in the communication space as designated by the NESC on the same side of the Pole as any existing communications circuitry, provided, however, that power supply equipment shall be placed in locations mutually agreed upon by the parties. Position on the Pole will be generally, fiber optic wire, cable television and telecommunications, from the top to the bottom.

Section 11.2. Non-Interference. Licensee shall have the obligation and duty to verify that the service requirements of Joint Users or Other Licensees will not be disrupted.

ARTICLE XII
REQUIREMENTS FOR USE OF RIGHTS-OF-WAY

Section 12.1. Rights-of-Way. Any proposed use of Licensor's rights-of-way by Licensee must be lawful under applicable regulations, ordinances, or other law, will be subject to the Right-of-Way Application Fee and annual right-of-way occupancy fee set forth on Exhibit A (the "Annual Right-of-Way Occupancy Fee"), and access will be granted or denied by Licensor on a case-by-case basis in accordance with 47 U.S.C. § 224.

ARTICLE XIII
TERMINATION OF THE AGREEMENT

Section 13.1. Term. The initial term of this Agreement is for a one (1) year term then year to year thereafter.

Section 13.2. Termination. This Agreement may be terminated: (a) by mutual consent, or (b) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

Section 13.3. Termination for Default. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, non-compliance or breach within thirty (30) days after written notice from Licensor, Licensor may, at its sole option, (i) terminate the Agreement, (ii) terminate the permit covering the Poles as to which such default, non-compliance or breach shall have occurred, (iii) require the default or breach to be corrected and decline to permit additional Attachments until all breaches have been corrected, or (iv) remove, relocate or rearrange the affected Attachments at Licensee's expense. Licensor shall be entitled to seek equitable relief in order to enforce any of its remedies provided for herein.

Section 13.4. Effects of Termination. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove Attachments immediately from Licensor's Facilities; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor until such Attachments are actually removed. In the event that Licensee does not remove Attachments with respect to Licenses that have been terminated within sixty (60) days, or in the event that Licensee does not remove Attachments within sixty (60) days after termination of the entire Agreement, Licensor shall have an option to either (a) elect, in writing, to accept ownership of Attachments at no cost to Licensor, in which case Licensee shall furnish a proper bill of sale, or (b), elect to remove Licensee's Attachments and deliver same to Licensee, all at Licensee's expense, in which case Licensor shall not be responsible for any damage to Attachments resulting therefrom.

ARTICLE XIV
ATTACHMENT REMOVAL

Should Licensor under any applicable provision of this Agreement remove Attachments from Licensor's Facilities, Licensee shall reimburse Licensor for the actual and reasonable cost of removal and storage, and all other amounts due to Licensor hereunder.

ARTICLE XV
LIMITATION OF LIABILITY

Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with Licensee's cables, wires or related appliances, or for incidental, special or consequential damages, including, but not limited to, lost profits, lost savings or loss of use, even if Licensor has been advised as to the possibility of such damages.

ARTICLE XVI
FORCE MAJEURE

Licensor shall not be liable for any damages, costs, expenses or other consequences incurred by Licensee or by any other person or entity as a result of any delay in or inability to provide usable space to Licensee due to circumstances or events beyond the reasonable control of Licensor, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, pandemic, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the control and without the fault or negligence of the Licensor. Notwithstanding any Force Majeure condition, Licensee shall remain liable for all amounts owed to Licensor under this Agreement.

ARTICLE XVII
GOVERNING LAW; LAWSUITS

This Agreement, including the interpretation, construction, validity and enforceability hereof, and the transactions contemplated herein, and all disputes between the Parties under or related to this Agreement or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise will be governed by the laws of the State of Missouri without regard to the conflict of laws rules thereof. EACH PARTY, KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY, WAIVES TRIAL BY JURY IN AND AS TO ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY CLAIM, COUNTERCLAIM, CROSS CLAIM OR THIRD PARTY CLAIM THEREIN. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS WITH JURISDICTION OVER THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, OR IF JURISDICTION IS NOT PROPER IN SUCH COURTS THEN ONLY IN THE MISSOURI STATE COURTS WITH JURISDICTION OVER ST. LOUIS COUNTY, MISSOURI, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XVIII
RECORDS AND AUDIT RIGHTS

Licensee shall maintain records of all of its Attachments to Licensor’s Facilities. The obligation to maintain records shall continue until three years after Licensee’s Attachments have been removed. Licensor shall have the right to inspect said records during normal business hours and Licensee shall make a good faith effort without charge to make said records available for inspection.

ARTICLE XIX
LIENS AND TAXES

Licensee shall promptly pay for all actual charges for work and materials in connection with Attachments and shall promptly pay all taxes levied in connection therewith and Licensee shall hold Licensor’s property harmless from any associated liens or encumbrances. Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Attachments hereunder. In addition, Licensee shall reimburse Licensor for any additional taxes including, without limitation, sales, use, gross receipts, and excise taxes, assessments, fees, duties or charges of any governmental entity (federal, state, regional or local) paid by Licensor as a result of the fees charged to and collected from Licensee hereunder. Licensee shall make such reimbursements within sixty (60) days of receipt of notice of such additional taxes. Licensee may contest, at its own expense, any tax or assessment imposed in connection with its Attachments and equipment. Notwithstanding the foregoing, neither party shall be liable for any tax related to net income of the other party.

ARTICLE XX
MISCELLANEOUS

Section 20.1. Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

Section 20.2. Severability. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

Section 20.3. Amendment. Except as provided in Section 7.2, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Section 20.4. Representations and Warranties; Good Faith Negotiation. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement and subsequent Licenses will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law of the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. The parties acknowledge that the terms and conditions set forth in this Agreement were agreed to voluntarily after extensive good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties. Nothing in this Agreement shall prevent Licensor from challenging any rates established by the Commission

Section 20.5. Attorney's Fees. Licensee will be responsible for Licensor's attorney's fees and costs incurred in connection with enforcement of any provision of this Agreement.

Section 20.6. Notice. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, sent by electronic mail to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed to the contact personnel listed below, or to such other address as either party may, from time to time, give the other party in writing.

Licensor:	**Licensee:**
General Counsel Union Electric Company One Ameren Plaza P.O. Box 66149 1901 Chouteau Avenue St. Louis, MO 63166-6149 Phone: (314) 554-2098 Fax: (314) 554-4014 E-mail: gnelson@ameren.com	

Section 20.7. Confidentiality. Licensor and Licensee agree that, for purposes of this Agreement, "Confidential Information" shall include the following: (1) the terms of this Agreement; (2) certain technical, financial, and strategic information relating to Licensor's and Licensee's respective businesses; and (3) any other information that, under the circumstances surrounding disclosure, a reasonable person would regard as confidential.

Licensor and Licensee agree that they will safeguard any Confidential Information, whether set forth within this Agreement or received from the other party in furtherance of this Agreement, unless such information: (a) is or becomes part of the public domain by publication or otherwise through no fault of the receiving party; (b) is or has been lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) is required to comply with a court or administrative order, provided that the receiving party first uses reasonable efforts to obtain an order preserving the confidentiality of the Confidential Information, and provided that the receiving party gives the other party timely notice of the contemplated disclosure in order to provide the disclosing party the opportunity to intervene to preserve confidentiality.

All written Confidential Information shall be conspicuously labeled as such, and all Confidential Information disclosed orally shall be identified as such at the time of disclosure, and summarized in writing to the receiving party within ten (10) business days after disclosure. The receiving party will not distribute, disclose, or disseminate Confidential Information in any way, to anyone, and will disclose the Confidential Information only to those of its employees who are required to receive such information. Licensor and Licensee agree that the termination of this Agreement does not relieve the either party of its obligations hereunder with respect to the protection of Confidential Information received prior to termination.

Section 20.8. Service Territory. This Agreement applies only to Attachments in Licensor's service territory in Missouri and does not apply to Attachments located in the service territory of its Affiliates, including, without limitation, Ameren Illinois Company.

Section 20.9. Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 20.10. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Section 20.11. Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Facilities covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

Section 20.12. No Third-Party Beneficiaries. This Agreement is solely for the benefit of Licensee and Licensor, and not for the benefit of any third-parties. Unless expressly stated otherwise herein, no provision of this Agreement shall be construed to provide any third-party with any benefit or right under this Agreement.

Section 20.13. Service Fee. In the event Licensee fails to timely perform work it is required to perform under this Agreement, and Licensor performs such work, then Licensee shall reimburse Licensor its actual cost of such work, plus an additional 25% of such costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSOR	LICENSEE
UNION ELECTRIC COMPANY d/b/a Ameren Missouri	
Print Name:__________________________	Print Name:__________________________
Signature:____________________________ Kevin D. Anders, Vice President	Signature:____________________________
Date:________________________________	Date:________________________________

EXHIBIT A

LICENSE FEE ADDENDUM

ATTACHMENT AND USE FEES

Annual Distribution Pole Attachment Fee (CATV)	$11.03
Annual Distribution Pole Attachment Fee (Telecom)	$11.06
Annual Right-of-Way Occupancy Fee (Applicable to right-of-way owned by licensor)	$ 1.00 per lf

APPLICATION FEES IN EFECT

Attachment Application Fee Includes data/document support, engineering analysis and review, and post-installation field audit	$250.00 per Pole
Engineering Analysis Notification Fee (Overlashing) Includes engineering analysis and review and post-installation field audit	$250.00 per Pole
One-Touch Make Ready Application Fee Includes engineering review of analysis and post-installation field audit	$100.00 per Pole
Power Supply Application Fee	$50.00 per Pole
Right of Way Occupancy Application Fee (Applicable to right-of-way owned by licensor)	$24.00

EXHIBIT B

LICENSEE'S AFFILIATES

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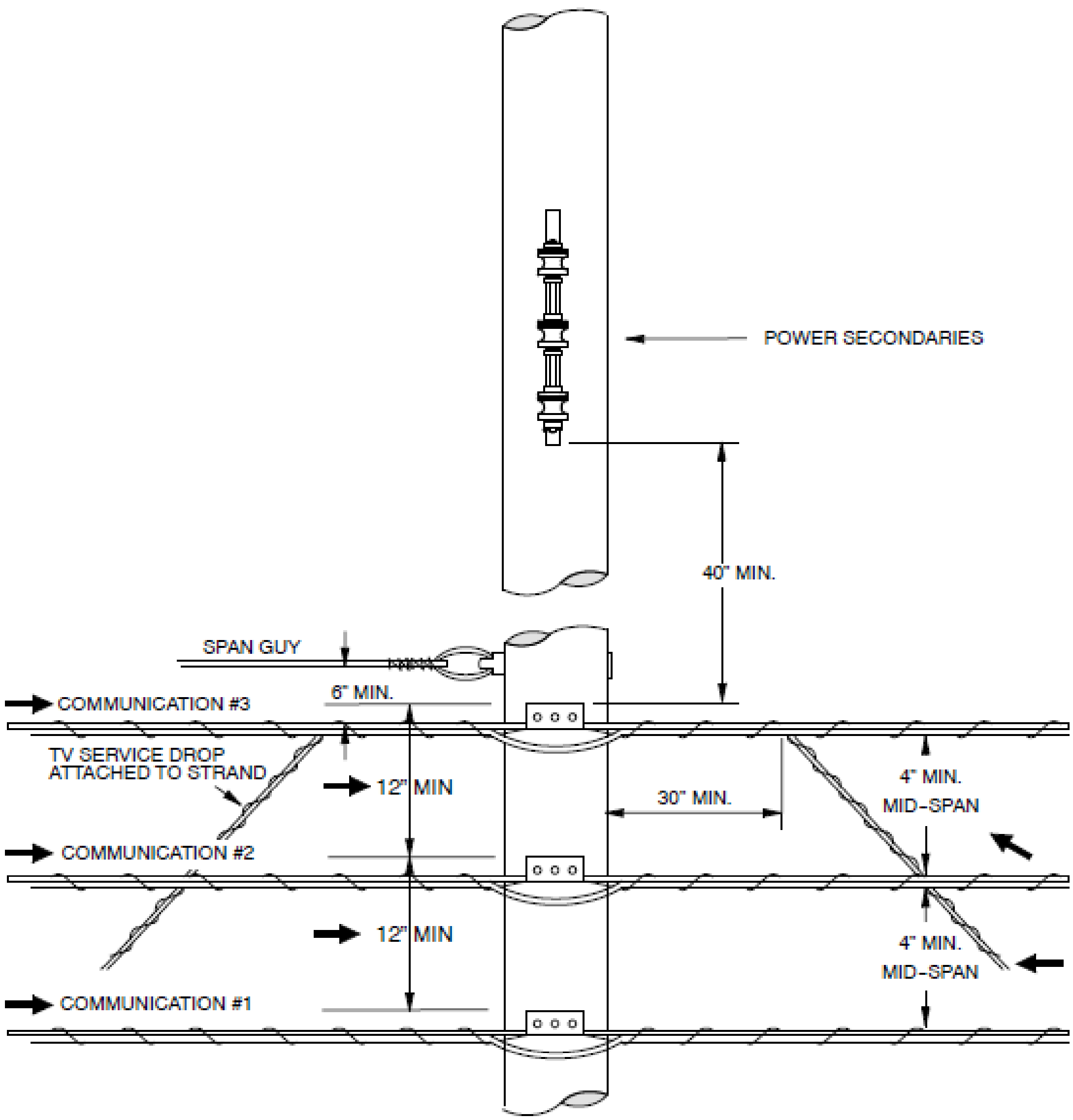
EXHIBIT C

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) LINE POLE

Vertical Clearance at the Pole



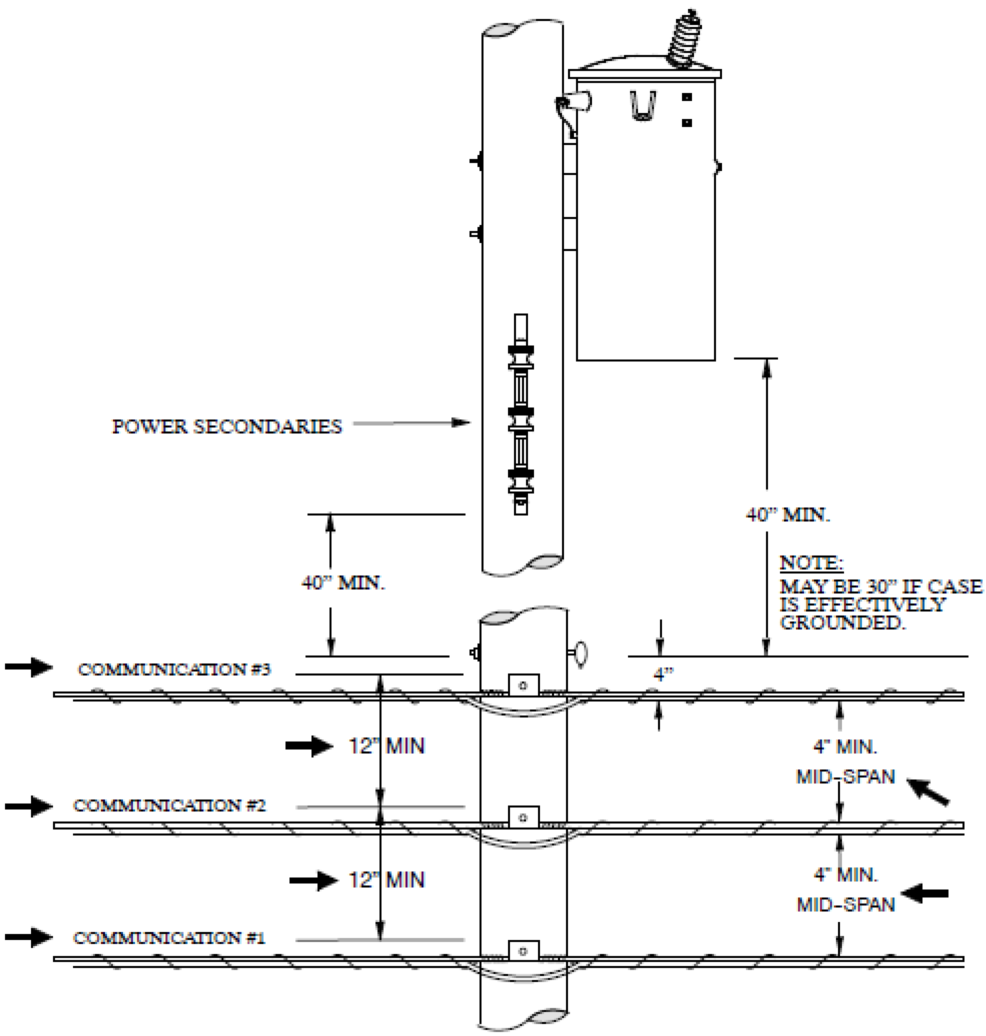
NOTE:

1. ANY ADDITIONAL LICENSEE'S MUST ADHERE TO CLEARANCES SHOWN.
2. SPACING BETWEEN ATTACHMENT LICENSEES AND JOINT USERS MUST CONSIDER EQUIPMENT WHICH MAY BE BELOW STRAND AND CABLE. SEPERATION IS DEFINED BY NESC AND OPERATING REQUIREMENTS.

EXHIBIT D

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) TRANSFORMER OR OTHER POWER EQUIPMENT LOCATION

Vertical Clearance to Power Equipment



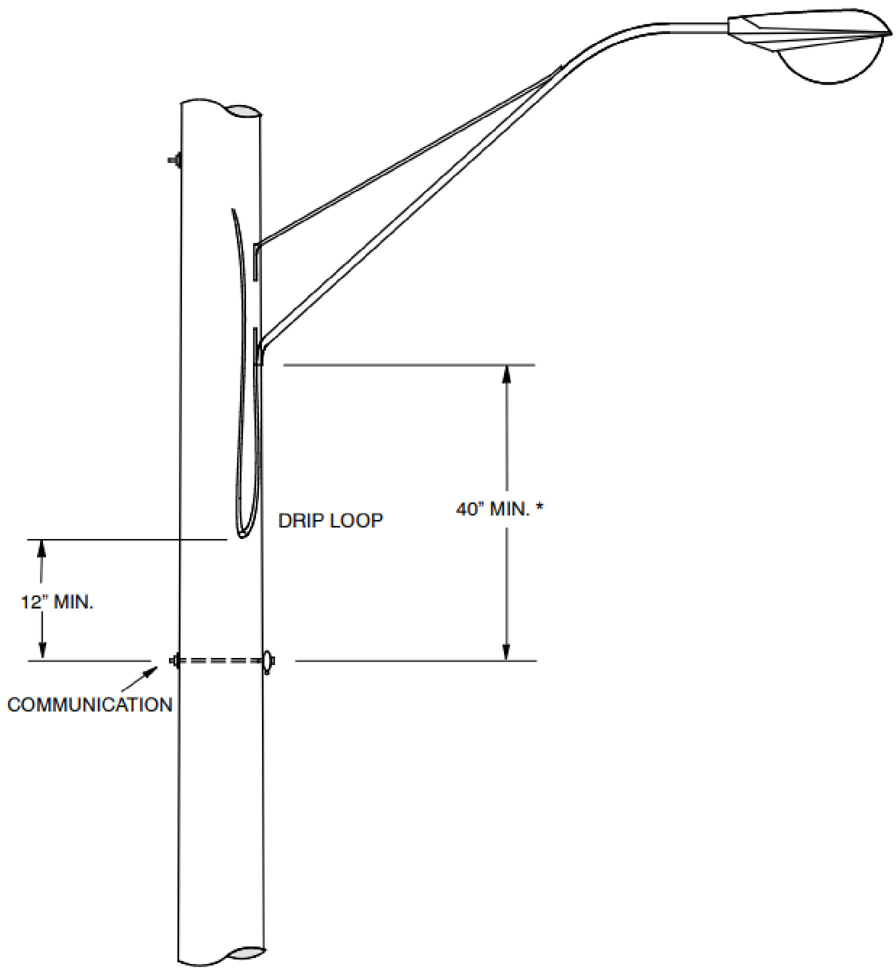
NOTE:

1 NO COMMUNICATION EQUIPMENT IN CABINET SHALL BE INSTALLED ON A TRANSFORMER POLE.

EXHIBIT E

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) STREET LIGHT POLE

Vertical Clearance to Streetlights



* 40" MINIMUM FROM BOTTOM OF UNGROUNDED BRACKET
* 20" MINIMUM FROM BOTTOM OF GROUNDED BRACKET

EXHIBIT F

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) CLEARANCES AND GROUNDING METHOD FOR POWER SUPPLY CABINET (TELEPHONE CABLE AND LICENSEE CABLE ON SAME SIDE OF POLE)

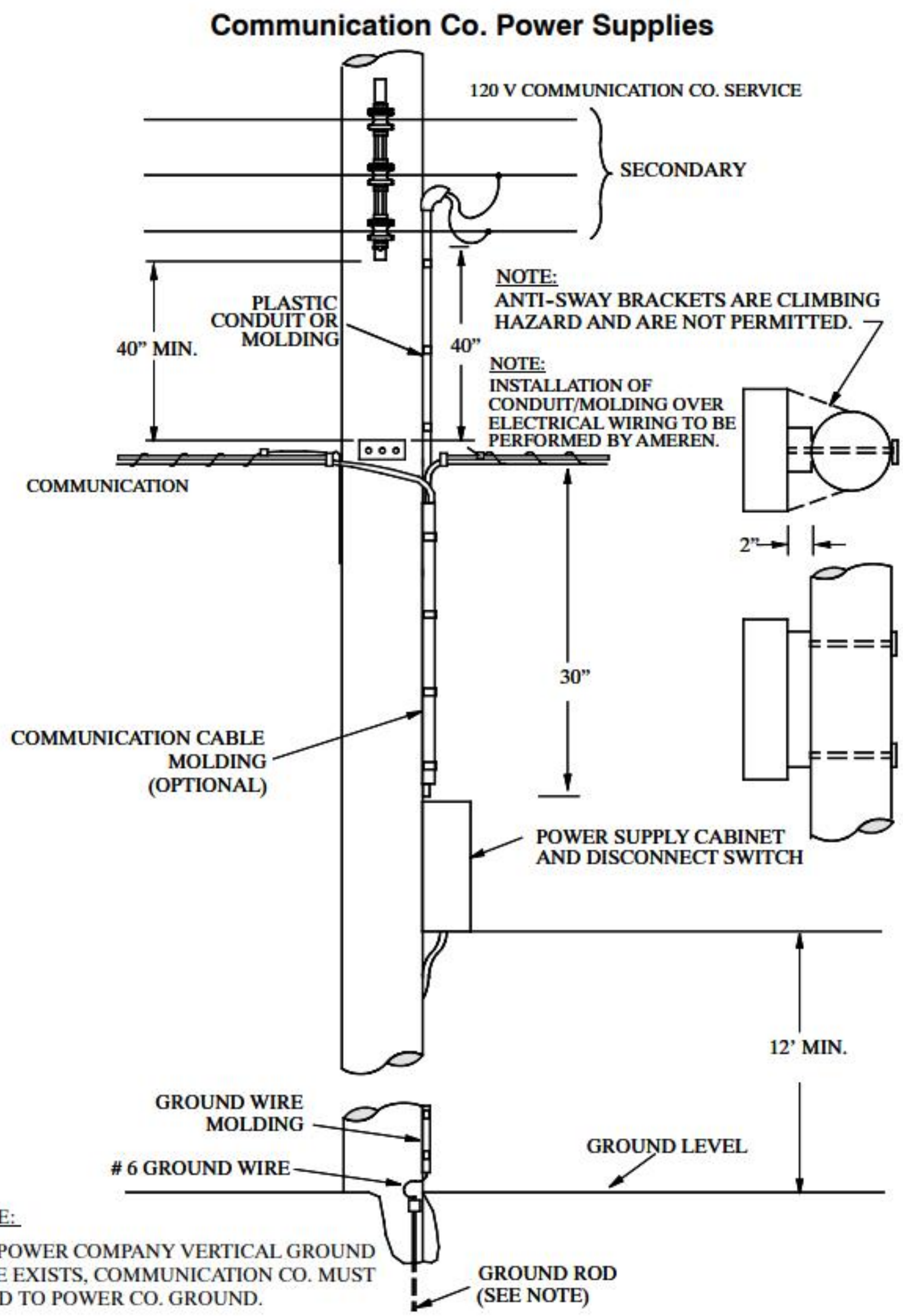
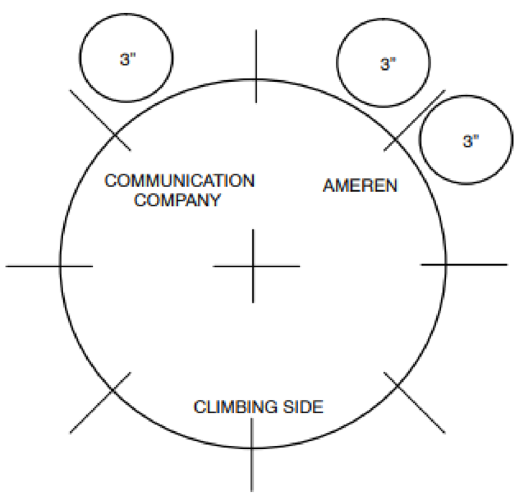


EXHIBIT G

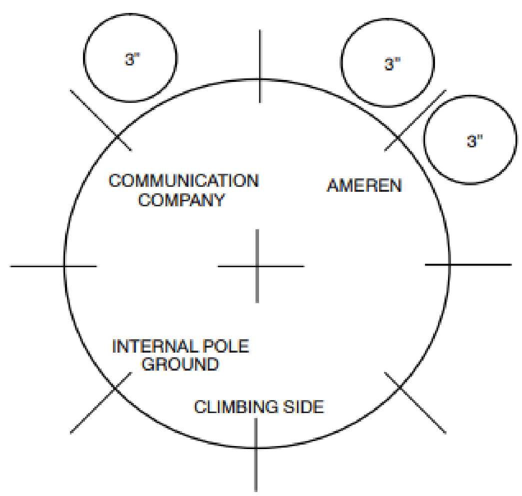
JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) LOCATION AND PLACEMENT OF RISERS ON JOINT USE POLES

Composite poles are a new addition to the Ameren distribution and sub–transmission systems. Below are the guidelines for communication companies using Ameren wood and composite poles.

1. Ameren and communication companies vertical runs shall not be placed on the same pole if it is practicable to place them on separate poles. If vertical runs must be placed on the same pole, the runs shall be placed in adjacent quadrants so that one–half of the pole is left open for climbing.
2. A riser should not be placed on a pole which by its addition exceeds the allotted quadrant or infringes on that portion of the pole considered as the climbing side.
3. Where an existing riser is in slotted circuit, an additional riser on the same pole should be placed in the same conduit, if possible, in order to conserve pole space. Primary and secondary risers may be placed in the same conduit.
4. Preferred construction will be Schedule 80 conduit for the first 10 foot section. If non–shielded cable operating above 2000 volts to ground is to be installed, a metal guard must be installed over the conduit.
5. Communication companies can be attached by pre–fabricated bolted option or by field assembly banded option on composite pole.



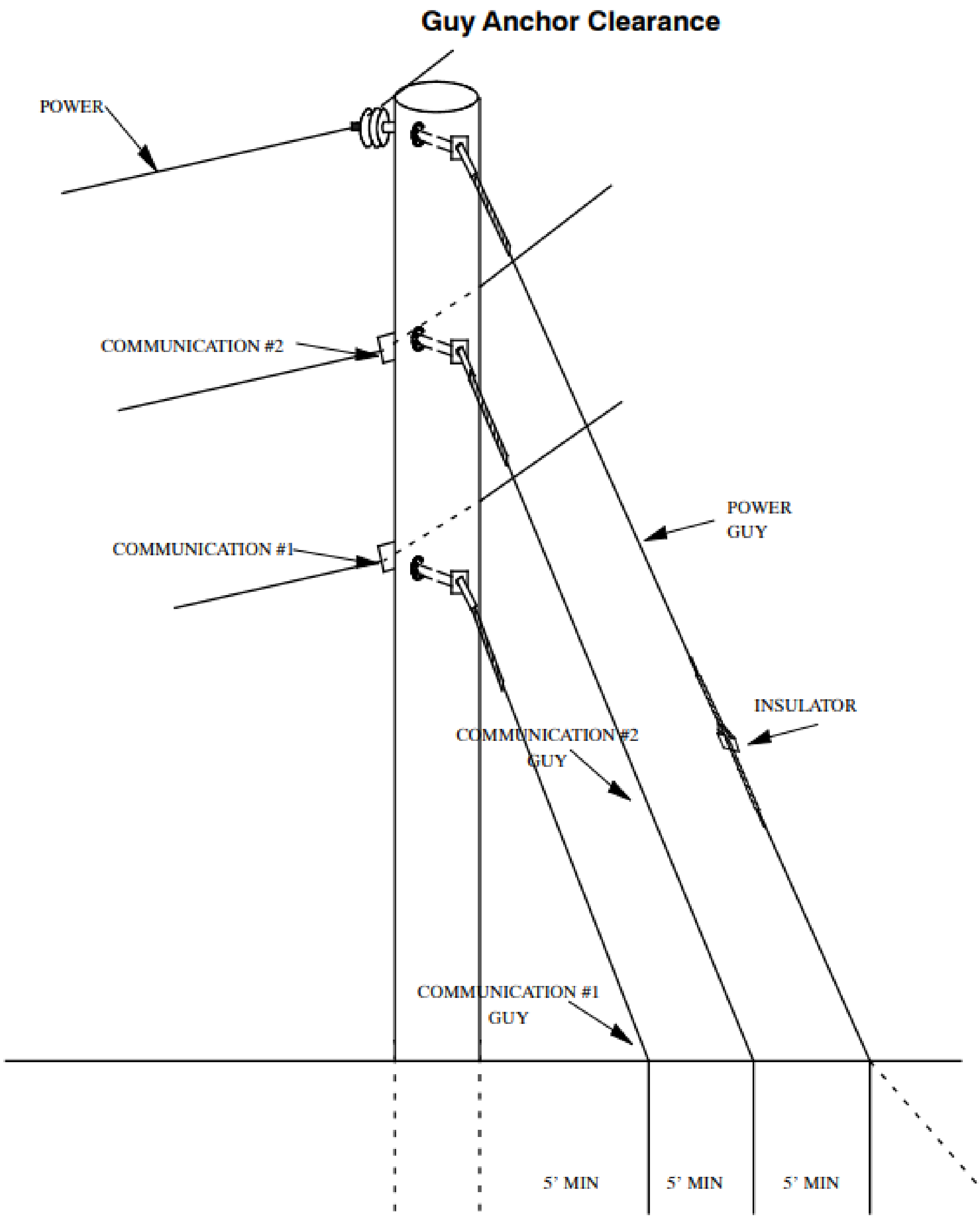
Wood Pole



Composite Pole

EXHIBIT H

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) ANCHOR SEPARATION



NOTES:

1. This guide is applicable to new guys only.
2. This guide is only to show minimum anchor separation at the ground.
3. Communication guys shall not be attached to Power (Ameren) anchors.

EXHIBIT I

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) ANCHOR SEPERATION

Vertical Clearance to Power Lines

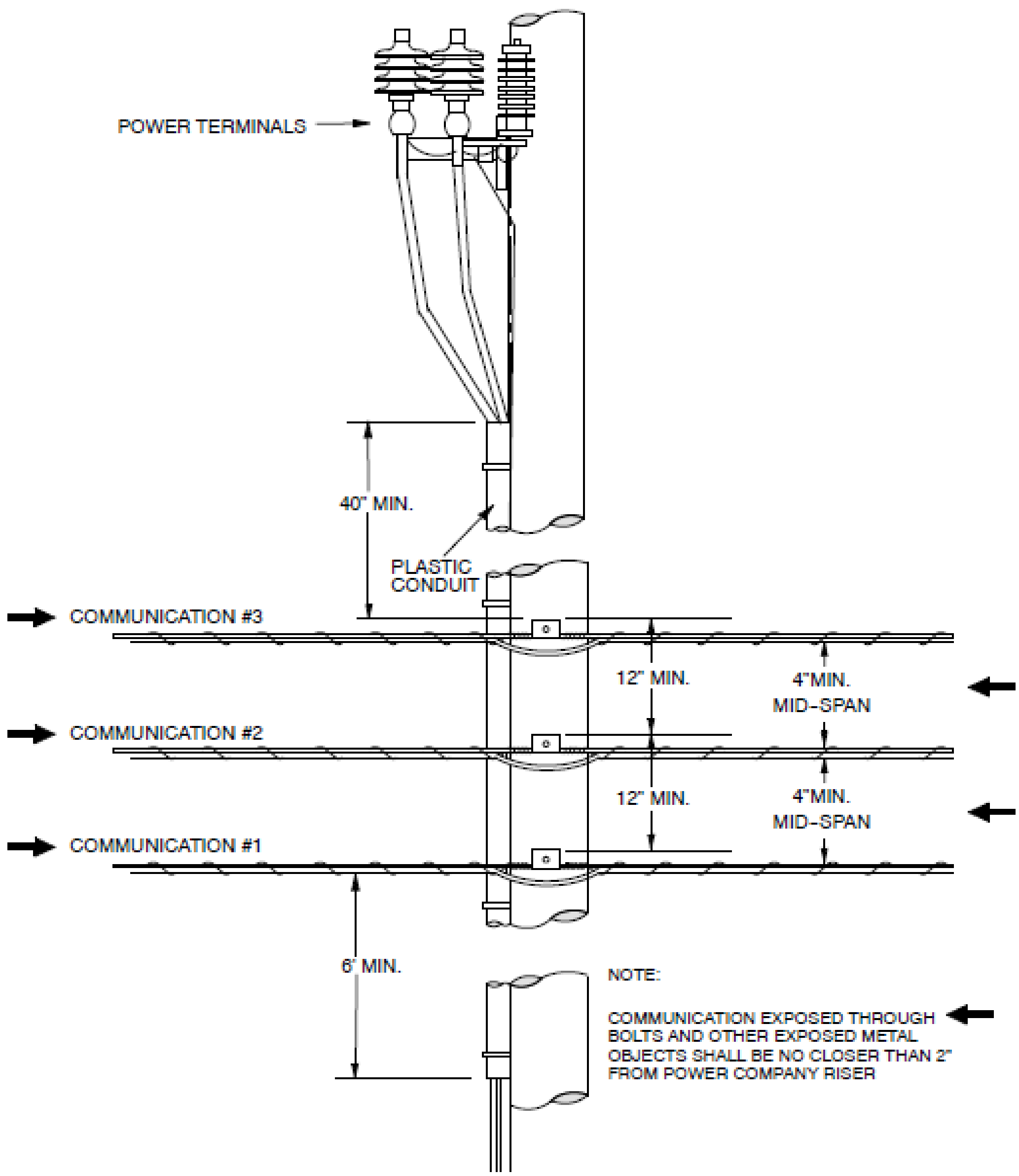


EXHIBIT J

IDENTIFICATION SPECIFICATION

Equipment must be tagged at a minimum of every other pole with an ID tag containing a preassigned three (3) digit number provided by Ameren. This tag shall be installed in a manner that is legible from the ground, have a background color contrasting with the numbering. The material shall be both weather and UV resistant.

Minimum height of ID tag shall be 2” tall and 3” in length. The three digit numbering must utilize the majority of the available space on the ID tag.

ID tags can either be drilled with two holes only at the top for free-hanging or with four holes or tied to Licensee’s facility. Drill holes should be approximately ¼” from all edges and large enough to allow for ties. The tag shall be hung or installed in a position that can be legible from the ground. If using zip ties, they must also be UV and weather resistant. If using a metal material tie, the material must be weatherproof and rustproof.

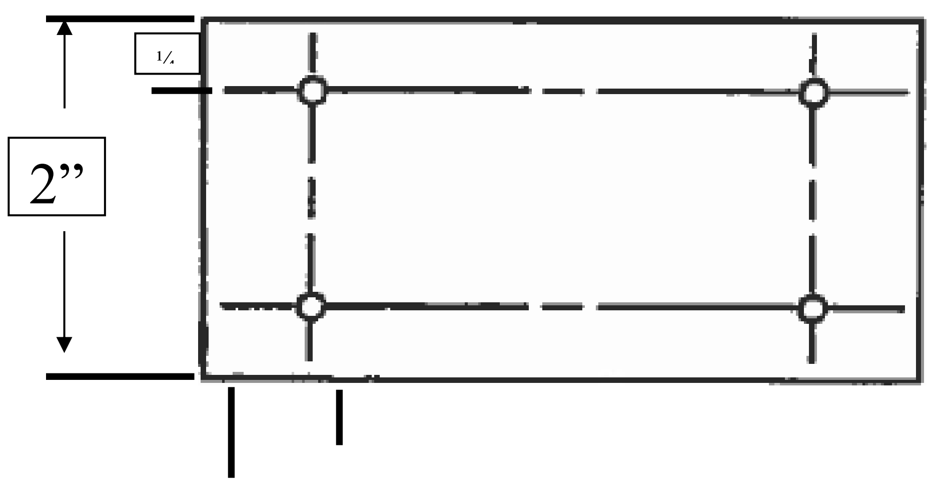


EXHIBIT K

BOND SCHEDULE

Bond Amount	Number of Total Pole Attachments
$ 50,000	1-250
$ 100,000	251-500
$ 200,000	501-1,000
$ 500,000	1,001-2,500
$ 1,000,000	2,501-5000
$ 1,500,000	5,001-7,500
$ 2,000,000	7,500-10,000
$ 2,500,000	10,001 and above

Exhibit B

Ameren IL Transmission Co's
Response to OPC Supplemental - OPC
EA-2025-0222
Application of ATXI for a Certificate of Public Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage a 138 kV Transmission Line and associated facilities in Perry County, Missouri and Cape Girardeau Counties, Missouri

No.: OPC 47S

PREVIOUS QUESTION: No.: OPC 47

If a separate entity wishes to install facilities (including, but not limited to, a wire) on the poles constructed on ATXI's easement (*i.e.*, a telecom company installing a line for telecommunication purposes), does ATXI believe that its standard easement attached to Ms. Spurlock's Direct Testimony as Schedule JS-02 provides ATXI the authority to allow that separate entity to install such a facility without the separate entity conducting its own negotiation with the landowner? If so, please identify the term that ATXI relies on for this understanding.

PREVIOUS RESPONSE

Prepared By: Jennifer Spurlock
Title: Sr Real Estate Agent
Date: 10/03/2025

While I am not an attorney, it is my understanding that it does. See ATXI's response to OPC Data Request No. 46.

RESPONSE

Prepared By: Jennifer Spurlock, Justin D. Wenk
Title: Sr Real Estate Agent, Transmission Design Engineer
Date: 11/03/2025

Jennifer Spurlock:

As a point of clarification to my general prior response, ATXI understands that the language allows it to license the use of its facilities to third parties, but it does not allow these third parties to utilize ATXI's easement to use those facilities without that third party obtaining prior consent from the landowner. See ATXI's supplemental response to OPC Data Request No. 46.

Justin Wenk:

ATXI further clarifies that the proposed easement language would allow it to place the overhead fiber optic communication wire (OPGW) on the towers and monopole structures necessary for the operations of the transmission line and transmission system. These communication wires are necessary to the transmission of electricity on the transmission line for direct relay communications and indirect communications via Multiple Protocol Layering Switching (MPLS) for operations of the transmission system, security devices installed at substations and direct utility communication needs.