

# **Schedule SB-01: Fiber License Agreement (Public)**

**Redacted portions contain customer specific information and  
electric infrastructure information**

**20 CSR 4240-2.135(2)(A)(1) & (7)**

**JOINT DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**AMEREN TRANSMISSION COMPANY OF ILLINOIS**  
**AND**  
**WABASH VALLEY POWER ASSOCIATION**

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## JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“*Agreement*”) is entered into as of the 16th day of December 2019 (the “*Execution Date*”), by and between Ameren Transmission Company of Illinois, an Illinois corporation with offices at 1901 Chouteau Avenue, St. Louis Missouri 63103 (“*ATXI*”), and Wabash Valley Power Association, Inc., d/b/a Wabash Valley Power Alliance, an Indiana nonprofit corporation with offices at 6702 Intech Boulevard, Indianapolis, Indiana 46278 (“*Wabash Valley*”). ATXI and Wabash Valley are sometimes referred to herein as a “Party”, and collectively the “Parties”

### RECITALS

WHEREAS, the Parties, subject to receipt of favorable approvals from the MISO and federal and state regulatory agencies, if applicable, intend to jointly develop a transmission project, as described herein, (the “*Project*”) that will provide a new 138 kV transmission source to interconnect the existing Grand Tower - Seminary 138 kV transmission line, owned by Wabash Valley, to the existing 161 kV Trail of Tears and Charmin Bulk Substations that are owned by Wabash Valley and the existing 161 kV Wedekind – Trail of Tears transmission line that is owned by Union Electric Company d/b/a Ameren Missouri (“*Ameren Missouri*”);

WHEREAS the Project will improve the reliability of the transmission system that is currently owned by Wabash Valley and serves the retail customers of Citizen Electric Corporation (“*CEC*”), one of Wabash Valley’s distribution cooperative members, as well as providing an additional source to the northern Cape Girardeau area which provides additional voltage support and reliability to Ameren Missouri customers under some system conditions;

WHEREAS the Project will provide a second transmission source to serve [REDACTED]

WHEREAS ATXI shall design the foundations and structures of the new 138 kV transmission line to facilitate the future addition of a 2nd circuit at 345 kV and provide ATXI and/or Ameren Missouri with a strategic option to cost-effectively construct a future 345 kV project; and

WHEREAS in support of the Project, Wabash Valley intends to enter an agreement with Ameren Missouri to acquire, at Original Cost Depreciated Value, the portion of Ameren Missouri’s Wedekind to Charmin Bulk 161 kV transmission line running from the existing Trail of Tears Substation to the Charmin Bulk Substation.

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS.

1.1. Defined Terms. Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred in this Section 1.1.

1.1.1. Agreement has the meaning set forth in the introductory Paragraph of this Agreement.

1.1.2. “Affiliate” means, as to the Person specified, any Person controlling, controlled by or under common control with such Person, with the concept of control in such context meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract or otherwise. In the case of Wabash Valley, Affiliate also means Wabash Valley’s Members.

1.1.3. Arbitral Award has the meaning set forth in Section 10.2.2.

1.1.4. Arbitration Panel has the meaning set forth in Section 10.2.1.

1.1.5. ATXI has the meaning set forth in the introductory paragraph of this Agreement.

1.1.6. ATXI Project Assets means the Transmission Facilities developed, constructed and owned by ATXI under the Project as specified in Section 4.3.

1.1.7. ATXI Transmission Facilities means collectively all Transmission Facilities owned by ATXI from time to time.

1.1.8. Bankruptcy Event means with respect to any Person, that such Person (i) has filed a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) has any such petition filed or commenced against it and such petition is not dismissed within 60 days, (iii) makes an assignment or any general arrangement for the benefit of creditors, (iv) otherwise becomes bankrupt or insolvent, (v) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (vi) is generally unable to pay its debts as they fall due.

1.1.9. Business Day means any day other than Saturday, Sunday and any day which is a legal holiday.

1.1.10. Intentionally deleted.

1.1.11. Claims has the meaning set forth in Section 8.1.

1.1.12. Confidential Information has the meaning set forth in Section 11.1.

1.1.13. Construct means to plan, design, engineer, license, acquire (including right-of-way), construct, and complete the Project. The derivations of Construct, such as Constructs, Construction, Constructing and Constructed have correlative meanings.

1.1.14. Default Interest means, with respect to the amount of any Payment Default, interest at the rate calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii) plus 200 basis points accruing from the due date of the payment or reimbursement giving rise to such Payment Default through the date such amount is paid to the non-defaulting Party.

1.1.15. Discloser means a Party that discloses Confidential Information to the other Party.

1.1.16. Dispute Notice has the meaning set forth in Section 10.2.2.

1.1.17. Due Diligence means the exercise of good faith efforts to perform a required act on a timely basis and in accordance with Good Utility Practice.

1.1.18. Effective Date has the meaning set forth in Section 3.1.

1.1.19. Event of Default has the meaning set forth in Section 7.1.

1.1.20. Execution Date has the meaning set forth in the introductory paragraph of this Agreement.

1.1.21. FERC means the Federal Energy Regulatory Commission or its successor federal agency.

1.1.22. FERC Uniform System of Accounts means the Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act, 18 C.F.R. Part 101.

1.1.23. Force Majeure has the meaning set forth in Section 6.1.

1.1.24. Good Utility Practice means the term as defined in the MISO OATT.

1.1.25. Governmental Authority means any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including, but not limited to the MoPSC and FERC.

1.1.26. Indemnified Party has the meaning set forth in Section 8.1.

1.1.27. Indemnifying Party has the meaning set forth in Section 8.1.

1.1.28. Interest means, with respect to any amount due under this Agreement, interest at the rate calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii) accruing through the date of the payment of such amount, except when the express terms of this Agreement require Default Interest.



1.1.29. Joint Defense Agreement means any joint defense agreement between ATXI and Wabash Valley that provides in detail the support that each Party will provide in the relevant regulatory proceedings and the costs, if any, that one Party will be entitled to have reimbursed by the other Party.

1.1.30. Material Adverse Effect means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of a Party, or (b) the ability of the Party to perform its obligations under this Agreement, or (c) the validity or enforceability of this Agreement.

1.1.31. Members means the members set forth on *Exhibit 1.1.45*, and any Person that may become a member of Wabash Valley subsequent to the Execution Date.

1.1.32. MISO means the Midcontinent Independent Transmission System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of the ATXI Transmission Facilities or the Wabash Valley Transmission Facilities.

1.1.33. MISO OATT means MISO's open access transmission tariff.

1.1.34. MoPSC means the Missouri Public Service Commission.

1.1.35. NERC means the North American Electric Reliability Corporation or any successor reliability organization designated pursuant to Pub. L. 109-58, Aug. 8, 2005, 119 Stat. 594, as amended, known as the Energy Policy Act of 2005.

1.1.36. Original Cost Depreciated Value means the original cost of property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements reduced by accumulated depreciation associated with the property, plant and equipment value reflected on the applicable asset register based on the applicable financial statements, such property, plant and equipment having been reduced by any amount(s) received from any customer(s) as a contribution in aid of construction, in all cases in accordance with the FERC Uniform System of Accounts.

1.1.37. Party and Parties have the meanings set forth in the introductory paragraph of this Agreement.

1.1.38. Payment Default has the meaning set forth in Section 7.1.1.

1.1.39. Payment Default Notice has the meaning set forth in Section 7.1.1.

1.1.40. Intentionally omitted.

1.1.41. Person means any individual, partnership, Limited Liability Company, firm, association, joint venture, cooperative, corporation, trust, unincorporated organization, Governmental Authority or other entity.

1.1.42. Project has the meaning set forth in the Recitals hereto.

1.1.43. Recipient means any Party that receives Confidential Information from the other Party.

1.1.44. Regulatory Approval(s) means, with respect to a Party, any approvals or acceptances it must obtain in connection with this Agreement (i) from the FERC, (ii) from the MoPSC and any other applicable state utilities or public service commissions and (iii) from the MISO.

1.1.45. Related Party means, with respect to a Party, the Party's Affiliates, parents, subsidiaries, members, managers, directors, officers, contractors, employees, agents, Representatives and attorneys.

1.1.46. Representatives means, with respect to any Person, to the extent engaged by such Person for activities contemplated, any member, shareholder, officer, director, principal, agent, third party advisor (such as attorneys, accountants and consultants), employee or other representative or advisor of such Person.

1.1.47. Requirements of Law means any applicable foreign, federal, state, county or local laws (including common law), statutes, regulations, rules, orders, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, the MISO or NERC, including any tariff accepted for filing and effective.

1.1.48. Technical Expert means any individual who: (a) within the previous twelve (12) months has not been employed or retained (other than as a mediator or arbitrator) by, or affiliated with, either Party or any Affiliate of a Party; (b) has specific technical and operations knowledge and experience in transmission related matters; and (c) is chosen by a Party or the other Technical Experts to serve on the Arbitration Panel in Section 10.2.1.

1.1.49. Transmission Facilities means the tangible assets, real property interests, infrastructure and facilities, owned by a Party and used to transmit or deliver power and energy for resale in or through the State of Missouri, including equipment, feeders, lines, substations, switches, transformers and such other assets as may be designated "transmission" by the MoPSC, FERC, MISO, or other applicable regulatory agency.

1.1.50. Wabash Valley has the meaning set forth in the introductory paragraph of this Agreement.

1.1.51. Wabash Valley Lenders means, collectively, any lender, secured party, trustee, bondholder, noteholder and other financing party granted collateral assignment of or security in all or substantially all of Portion of the Project or in any of Wabash Valley's rights under this Agreement. The initial Wabash Valley Lenders, if any, are identified on ***Exhibit 2.1.4***, as such Exhibit may be revised from time to time by Wabash Valley.

1.1.52. Wabash Valley Project Assets means the Transmission Facilities developed, constructed and owned by Wabash Valley under the Project as specified in Section 4.4.

1.1.53. Wabash Valley Transmission Facilities means collectively all Transmission Facilities owned by Wabash Valley from time to time.

1.2. Interpretation. In this Agreement, and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:

1.2.1. The singular includes the plural and vice versa.

1.2.2. Reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity.

1.2.3. Reference to any gender includes each other gender.

1.2.4. Reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof.

1.2.5. Reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition.

1.2.6. The captions and article and section headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement.

1.2.7. Any capitalized terms used but not defined herein shall have the meanings ascribed in the MISO OATT, and any technical terms used, except as defined herein or in the MISO OATT, shall have the same meaning and effect as may be ascribed in the electrical transmission industry.

1.2.8. "Hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof.

1.2.9. "Including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

1.2.10. Relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including".

1.2.11. "Any" means "any and all".

1.2.12. Reference to any law means such law as amended, modified, codified or enacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

1.2.13. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

1.3. Construction. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

## 2. REPRESENTATIONS AND WARRANTIES.

2.1. Wabash Valley Representations and Warranties. Subject to the Parties' receipt of any Regulatory Approvals, as of the Execution Date, Wabash Valley represents and warrants to ATXI as follows:

2.1.1. Organization and Existence. Wabash Valley is a duly organized and validly existing nonprofit corporation formed and in good standing under the laws of the State of Indiana and is qualified to do business in the State of Missouri.

2.1.2. Execution, Delivery and Enforceability. Wabash Valley has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of Wabash Valley. Assuming ATXI's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligations of Wabash Valley, enforceable against Wabash Valley in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

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

2.1.4. No Consents. No consent or approval of, filing with or notice to any Person, including any Member, is required to be obtained or made by Wabash Valley in connection with Wabash Valley's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby except as set forth on *Exhibit 2.1.4*.

2.2. ATXI Representations and Warranties. Subject to the Parties' receipt of any Regulatory Approvals, as of the Execution Date, ATXI represents and warrants to Wabash Valley as follows:

2.2.1. Organization and Existence. ATXI is a duly organized and validly existing corporation in good standing under the laws of the State of Illinois and is qualified to do business in the State of Missouri.

2.2.2. Execution, Delivery and Enforceability. ATXI has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of ATXI. Assuming Wabash Valley's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligation of ATXI, enforceable against ATXI in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

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

2.2.4. No Consents. No consent or approval of, filing with or notice to any Person is required to be obtained or made by ATXI in connection with ATXI's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, except as set forth on *Exhibit 2.2.4*.

### 2.3. Disclaimers.

2.3.1. By Wabash Valley. Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement or in any agreement, certificate or document executed and delivered to ATXI with respect to the transactions contemplated by this Agreement, Wabash Valley is not making any other express or implied representation or warranty with respect to the transactions contemplated by this Agreement, and Wabash Valley disclaims any other representations or warranties, whether made by it or any Related Party of Wabash Valley, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims ATXI may have for breach of representation or warranty must be based solely on the representations and warranties of Wabash Valley set forth in this Agreement or in any agreement, certificate or document executed and delivered to ATXI with respect to the transactions contemplated by this

Agreement. In furtherance of the foregoing, except for the Wabash Valley representations and warranties in favor of ATXI contained in this Agreement or in any agreement, certificate or document executed and delivered to ATXI with respect to the transactions contemplated by this Agreement, ATXI acknowledges and agrees that none of Wabash Valley or any of its Related Parties or any other Person will have or be subject to any liability to ATXI, its Related Parties or any other Person for, and Wabash Valley hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to ATXI or any of ATXI's Representatives in connection with the transactions contemplated hereby (including any opinion, information, projection, or advice that may have been or may be provided to ATXI or ATXI's Representatives by any Wabash Valley Representative).

2.3.2. By ATXI. Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement or in any agreement, certificate or document executed and delivered to Wabash Valley with respect to the transactions contemplated by this Agreement, ATXI is not making any other express or implied representation or warranty with respect to the transactions contemplated by this Agreement, and ATXI disclaims any other representations or warranties, whether made by it or any Related Party of ATXI, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims Wabash Valley may have for breach of representation or warranty must be based solely on the representations and warranties of ATXI set forth in this Agreement or in any agreement, certificate or document executed and delivered to Wabash Valley with respect to the transactions contemplated by this Agreement. In furtherance of the foregoing, except for the ATXI representations and warranties in favor of Wabash Valley contained in this Agreement or in any agreement, certificate or document executed and delivered to Wabash Valley with respect to the transactions contemplated by this Agreement, Wabash Valley acknowledges and agrees that none of ATXI or any of its Related Parties or any other Person will have or be subject to any liability to Wabash Valley, its Related Parties or any other Person for, and ATXI hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Wabash Valley or any of Wabash Valley's Representatives in connection with the transactions contemplated hereby (including any opinion, information, projection, or advice that may have been or may be provided to Wabash Valley or Wabash Valley's Representatives by any ATXI Representative).

### 3. EFFECTIVE DATE, TERM, AND TERMINATION.

3.1. Effective Date and Term. This Agreement shall become effective upon the Execution Date (the “*Effective Date*”). However, if either Party is required to obtain Regulatory Approval(s) prior to proceeding with any provision of this Agreement, such Party shall not be required to proceed unless and until such Regulatory Approval is received in form and circumstance acceptable to such Party in its sole discretion, or the applicable Regulatory Agency permits such provision to go into effect, all in accordance with Section 5.3 of this Agreement. Each provision of this Agreement, once effective, shall continue in full force and effect until terminated in accordance with the provisions hereof.

3.2. Termination. Subject to Section 3.3, this Agreement shall terminate if one or more of the following events occur:

3.2.1. The Project is successfully commissioned and placed into service;

3.2.2. ATXI or Wabash Valley fail to obtain any Regulatory Approvals required to construct the Project; or

3.2.3. by mutual written agreement of the Parties.

3.3. Effect of Termination.

3.3.1. If this Agreement is terminated pursuant to Section 3.2, then, except as otherwise provided herein and for those provisions that are expressly intended to survive termination, this Agreement shall terminate and become void and of no further force and effect, without further action by either Party, provided that neither Party shall be relieved from any of its obligations or liabilities hereunder accruing prior thereto.

3.3.2. This Agreement shall continue in effect after termination to the extent any provision survives termination of this Agreement and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.



#### 4. PROJECT OBJECTIVES AND SCOPE

4.1. The Parties hereby agree to jointly develop the Project and to individually Construct their respective portions of the Project for the purpose of providing enhanced reliability to Wabash Valley member load, [REDACTED] and additional strategic flexibility to ATXI and/or Ameren Missouri to address potential, future customer needs. The Project shall include the scope set forth on *Exhibit A* and incorporated herein:

4.2. In advance of, or simultaneously with the execution of, this Agreement and in furtherance of the Project, the Parties shall enter into (a) a fiber licensing agreement (the “*Fiber Licensing Agreement*”) providing for a license to be granted for the Parties use of the fiber optical ground wire (“OPGW”) that is part of the Project; (b) NERC registration and compliance cooperation agreement (the “*NERC Compliance Agreement*”) which will allow ATXI to operate specified transmission assets owned by Wabash Valley on their behalf and improve operational coordination for the current facilities in a manner that improves system operations and reduces costs for all customers; and (c) an option agreement (the “*Option Agreement*”) pursuant to the terms of which Wabash will have the option to purchase the (i) 138 kV conductor and insulators on the Wittenberg-ToT Line and (ii) the 138 kV/161 kV auto transformer and associated breakers at the ToT NewSub in the event ATXI installs a 345 kV circuit on the Wittenberg-ToT Line structures (the Fiber Licensing Agreement, the NERC Compliance Agreement, and the Option Agreement are collectively referred to as the “*Ancillary Agreements*”).

4.3. The ATXI Project Assets shall include the following scope:

4.3.1. Construction of a greenfield 138 kV transmission line (the “*Wittenberg-ToT Line*”) to be constructed from a greenfield Wittenberg Sub to a greenfield substation (the “*Trail of Tears NewSub*” or “*ToT NewSub*”); to be constructed adjacent to the existing Trail of Tears Sub owned by Wabash Valley (Item No. 3, as defined on *Exhibit A*);

4.3.2. Construction of 138 kV/161 kV auto transformer with high and low-side circuit breakers that will interconnect the 138 kV Wittenberg-ToT line to the ToT NewSub (Item No. 2, as defined on *Exhibit A*);

4.3.3. Modifications required to interconnect the 161 kV transmission line segment between the ToT NewSub site to the existing Ameren Missouri Wedekind Sub into the ToT NewSub.

4.4. The Wabash Valley Project Assets shall include the following scope:

4.4.1. Construction of a ring bus (the “*Wittenberg Sub*”) that will connect to the existing 138 kV transmission line that runs between the Grand Tower Power Plant Switchyard and the Seminary Substation that is located near Perryville, MO (Item No. 1, as defined on *Exhibit A*);

4.4.2. Installation of a second 161/69 kV transformer and necessary equipment in parallel with existing 161/69 kV transformer at the existing ToT Sub;

4.4.3. Construction of ToT NewSub (Item No. 4, as defined on *Exhibit A*);;

4.4.4. Construction of part or all of four greenfield 161 kV transmission or sub-transmission lines that interconnect the ToT NewSub to the existing Charmin Bulk Sub (one new line and one existing line currently interconnected to the existing ToT Sub) and the existing ToT Sub (two new lines), all to be owned by Wabash Valley;

4.4.5. Modifications required to interconnect the existing 161 kV transmission line segment between ToT NewSub site and Charmin Bulk Sub into the ToT NewSub to create one of the two interconnections between the ToT NewSub and the Charmin Bulk Sub; and

4.4.6. Construction of new OPGW on the existing 138 kV Seminary-Grand Tower transmission line from the new Wittenberg Sub to the Grand Tower Power Plant Switchyard.

4.5. To facilitate the construction of the Project and subject to Regulatory Approval, Wabash Valley intends to acquire, at Original Cost Depreciated Value, the portion of the existing 161 kV Wedekind-Charmin Bulk transmission line segment owned by Ameren Missouri that runs between the ToT NewSub and the Charmin Bulk Sub to provide one of the two interconnections between the ToT NewSub and the Charmin Bulk Sub (reference Exhibit A). The terms and conditions are defined in the Asset Purchase Agreement attached as *Exhibit B* to this Agreement.

## 5. PROJECT OBLIGATIONS AND RESPONSIBILITIES

### 5.1. Project Ownership/Operation.

5.1.1. ATXI shall invest, Construct, own, operate and maintain the ATXI Project Assets and, subject to the terms of the NERC Compliance Agreement, operate the Wabash Valley Project Assets.

5.1.2. Subject to the terms of the NERC Compliance Agreement, Wabash Valley shall invest, Construct, own, operate and maintain the Wabash Valley Project Assets.

### 5.2. Installation, Ownership and License of Optical Ground Wire (OPGW).

5.2.1. The Parties shall provide each other a royalty-free license to use the fiber installed on the ATXI Project Assets and the Wabash Valley Project Assets according to the terms and conditions of the Fiber License Agreements.

### 5.3. Project Regulatory Approvals, Permitting and Authorizations.

5.3.1. ATXI shall use commercially reasonable efforts and be solely responsible for securing all Regulatory Approvals, siting approvals, permits and such other necessary authorizations required by the State, the County, or other applicable governmental authority required to construct the ATXI Project Assets.

5.3.2. Wabash Valley shall use commercially reasonable efforts and be solely responsible for securing all federal and state Regulatory Approvals, siting approvals, permits and such other necessary authorizations required by the State, the County, or other applicable State governmental authority required to construct the Wabash Valley Project Assets.

5.3.3. Each Party shall reasonably cooperate with the other Party in such Party's efforts to obtain Regulatory Approvals, county assents and all public siting approvals for the Project, including without limitation:

- (a) Jointly participating in public outreach and educational meetings with local stakeholders, affected landowners, interested businesses and other community groups and associations to discuss the Project;
- (b) Meeting with governmental officials, community leaders, affected landowners and interested businesses;
- (c) Keeping each other informed of any third party activities or persons for or against the Project;
- (d) Provide written testimony, as reasonably requested by a Party, in support of the Party's federal and state regulatory filings, including, but not limited to the siting of the Wittenberg -ToT NewSub Line to be constructed by ATXI.

5.4. Environmental Studies.

5.4.1. ATXI shall be solely responsible for performing all environmental assessments and studies required to construct the ATXI Project Assets.

5.4.2. Wabash Valley shall be solely responsible for performing all environmental assessments and studies required to construct the Wabash Valley Project Assets.

5.4.3. The Parties may explore the option to bundle the required scope of work under Section 5.4, in order to reduce the overall cost of the Project.

5.5. Acquisition of Easements and Property Rights.

5.5.1. ATXI shall be responsible for securing all necessary property rights and easements required for the ATXI Project Assets. ATXI will own the transmission line easements for the Wittenberg -ToT NewSub Line;

5.5.2. Wabash Valley shall be responsible for securing all necessary property rights and/or easements required for the Wabash Valley Project Assets;

5.5.3. The Parties agree to mutually cooperate and support the acquisition of all property rights required to construct the Project.

5.6. Project Design.

5.6.1. ATXI shall be solely responsible for the design and engineering of the ATXI Project Assets.

5.6.2. Wabash Valley shall be solely responsible for the design and engineering of the Wabash Valley Project Assets;

5.7. Procurement and Construction.

5.7.1. ATXI shall be solely responsible for the procurement and Construction of the ATXI Project Assets;

5.7.2. Wabash Valley shall be solely responsible for the procurement and Construction of the Wabash Valley Project Assets;

5.7.3. The Parties may explore the option to bundle the required scope of work under Section 5.7, in order to reduce the overall cost of the Project.

5.8. Project Schedule.

5.8.1. ATXI shall be solely responsible for the scheduling of the ATXI Project Assets;

5.8.2. Wabash Valley shall be solely responsible for the scheduling of the Wabash Valley Project Assets;

5.8.3. The Parties will work together to coordinate their schedules to plan any required outages and other milestones to ensure the success of the Project.

5.9. Testing and Commissioning.

5.9.1. ATXI shall be solely responsible for the testing and commissioning of the ATXI Project Assets;

5.9.2. Wabash Valley shall be solely responsible for the testing and commissioning of the Wabash Valley Project Assets;

5.9.3. The Parties will work together to coordinate testing and commissioning activities to transition operations and maintenance activities and ensure the success of the Project.

5.9.4. Interconnection Agreement - The Parties shall enter into a mutually acceptable Interconnection Agreement to govern the interconnection of ATXI's Project Assets and Wabash Valley's Project Assets; this agreement will be executed and filed with the FERC shortly before the Project goes into service. ATXI shall provide MISO with modeling information and real-time system data associated with the new interconnection, prior to the scheduled in-service date.

5.10. Project Management.

5.10.1. Each Party shall identify a Project Manager who will serve as a single point of contact for all communications to and from the other Party.

5.10.2. The Project Managers shall arrange monthly meetings to coordinate and monitor progress related to design and construction.

5.10.3. The Project Managers shall confer between such meetings as necessary to further the design and construction of the Project.

5.10.4. The Project Managers shall prepare a monthly status report that can be circulated to both Parties to communicate progress, identify key issues.

5.10.5. If necessary, the Project Managers shall convene meetings between the Parties, as required, to discuss issues and take corrective actions if merited to maintain the project schedule and costs.

5.11. Project Costs.

5.11.1. Formula Rate Mechanisms – Each Party shall be responsible for submitting its own filing(s) with FERC to establish the rates, return on equity, capital structure and other rate requirements for such Party's portion of the Project.

5.11.2. Project Costs – Each Party shall be solely responsible for financing and/or covering all costs associated with constructing its' portion of the Project.

5.11.3. Each of the Parties agrees to perform its obligations hereunder in a diligent, workmanlike manner and in accordance with all applicable industry standards.

5.12. Conditions Precedent.

5.12.1. Wabash Valley's Conditions Precedent. The obligation of Wabash Valley under Section 4.1 is subject to satisfaction of the following conditions precedent:

- (a) Wabash Valley's receipt of all federal and state Regulatory Approvals, as set forth in Section 5.3 and ***Exhibit 2.1.4*** – at terms acceptable to Wabash Valley - required to construct the Wabash Valley Project Assets;
- (b) Wabash Valley's successful acquisition of all real property rights required to construct its portion of the Project;
- (c) FERC placing one or more of the provisions of this Agreement into effect, if any Regulatory Approval of FERC, as set forth on ***Exhibit 2.1.4***, is required to make such provisions effective;
- (d) Receipt of all other project approvals and permits required to construct the Project, including but not limited to approvals that may be required at the county or local levels; and
- (e) As set forth in Section 5.5 of this Agreement, execution by Ameren Missouri of the Asset Purchase Agreement between Ameren Missouri and Wabash Valley for the sale of a portion of the 161 kV Wedekind - Charmin Bulk transmission line segment to Wabash Valley at Original Cost Depreciated Value to be established at closing.

5.12.2. ATXI's Conditions Precedent. The obligation of ATXI under Section 4.1 is subject to satisfaction of the following conditions precedent:

- (a) ATXI's receipt of all federal and state Regulatory Approvals, as set forth in Section 5.3 and Exhibit 2.2.4 – at terms acceptable to ATXI - required to construct transmission assets associated with the ATXI Project Assets;
- (b) ATXI's successful acquisition of all real property rights required to construct its portion of the Project;
- (c) FERC placing one or more of the provisions of this Agreement into effect, if any Regulatory Approval of FERC, as set forth on ***Exhibit 2.2.4***, is required to make such provisions effective;

- (d) Receipt of all other project approvals and permits required to construct the Project, including but not limited to approvals that may be required at the county or local levels; and
- (e) As set forth in Section 5.5 of this Agreement, execution of an Asset Purchase Agreement between Ameren Missouri and Wabash Valley for the sale of a portion of the 161 kV Wedekind - Charmin Bulk transmission line segment to Wabash Valley at Original Cost Depreciated Value to be established at closing.

5.12.3. Provisions Applicable to Both Parties.

- (a) Receipt of MISO approval for the Parties to construct the Project;
- (b) Each Party shall use commercially reasonable efforts to satisfy the conditions set forth in Section 5.3, including cooperating with and supporting the filing Party in seeking any Regulatory Approval.
- (c) Except as may otherwise be provided in an applicable Joint Defense Agreement, each Party will be responsible for its own costs and expenses in obtaining any of its Regulatory Approvals.
- (d) Each Party shall promptly notify the other in writing when it becomes aware of the conditions set forth in this Section 5.12 having been satisfied.
- (e) If one or more of the conditions precedent contemplated by Sections 5.12.1 or 5.12.2 remain unsatisfied by the date that is 18 months after ATXI obtains MoPSC siting approval for the Project, either Party may, at its option terminate this Agreement and any Ancillary Agreements, unless the Parties mutually agree in writing to extend such period of time, the Parties shall comply with Section 5.13 with respect to such unsatisfied conditions precedent.

5.13. Further Assurances and Approvals.

5.13.1. Approvals and Consents. The Parties covenant and agree to fully support this Agreement, use commercially reasonable efforts to make this Agreement fully effective, and to otherwise take no action that would interfere with the intended purpose of this Agreement. ATXI and Wabash Valley shall cooperate and use all commercially reasonable efforts promptly to prepare and file all necessary documentation to effect and obtain (and will cooperate with each other in obtaining) all Regulatory Approvals in connection with the Project and the consummation of the transactions contemplated in this Agreement. ATXI shall have the right to review and approve in advance all characterizations of the information relating to ATXI or its Affiliates, on the one hand, and Wabash Valley shall have the right to review and approve in advance all characterizations of the information relating to Wabash Valley, the Members or any Affiliate, on the other hand, that appear in any filing made in connection with the Project or the consummation

of the transactions contemplated in this Agreement, such approvals not to be unreasonably withheld. Wabash Valley and ATXI shall consult with the other with respect to the obtaining of all Regulatory Approvals and shall keep each other informed of the status thereof.

- (a) ATXI shall use commercially reasonable efforts to support Wabash Valley's efforts to develop, obtain Regulatory Approval of, and collect its revenue requirement for the Wabash Valley portion of the Project.
- (b) Wabash Valley shall use commercially reasonable efforts to support ATXI's efforts to develop, obtain Regulatory Approval of, and collect its revenue requirement for the ATXI portion of the Project.
- (c) Each Party acknowledges that each Party will seek recovery in its rates of for its revenue requirement, calculated in accordance with such Party's FERC-approved formula rate. Each Party shall bear its own costs and expenses in connection with recovery of their respective revenue requirements for the Project.
- (d) To the extent that either Party's costs or expenses included in its revenue requirement are disallowed in a final, non-appealable order by FERC on the basis that such costs and expenses are properly attributable to the other Party, such other Party shall be obligated to reimburse the affected Party for any such costs and expenses within twenty (20) days of demand by the affected Party. If, at any time, a Party becomes aware that FERC is considering such disallowance, or a party to a proceeding has asserted that there should be such a disallowance, it shall promptly notify the other Party in order to permit such other Party to intervene or otherwise participate in the proceeding.

5.13.2. Obligation to Terminate or Renegotiate. If any Regulatory Approval with respect to the Project is not obtained or includes terms and conditions materially different from those requested and adversely affects one or more of the Parties, the Parties may either: (1) renegotiate the terms and conditions of this Agreement so as to restore the Parties as nearly as possible to the positions they would have been in had the Regulatory Approvals for this Agreement and the Project been granted as requested or (2) terminate this Agreement.

5.14. Standards of Conduct.

5.14.1. Standards of Conduct of Owners in General. Each Party shall perform all of its obligations under this Agreement in accordance with Requirements of Law and Good Utility Practice. The Parties acknowledge and agree that each Party, to the extent applicable, will act in accordance with FERC's Standard of Conduct for Transmission Providers.



5.14.2. MISO Control. Notwithstanding any other provision of this Article 5, MISO or such other regional transmission organization authorized by FERC shall maintain functional control of the Project.

## 6. FORCE MAJEURE.

6.1. Defined. An event of “Force Majeure” means any act of God, labor disturbance, act of the public enemy, war, terrorist act, insurrection, civil disturbance, sabotage, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation or restriction imposed by a Governmental Authority or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure event does not include an act of negligence or intentional wrongdoing of the Party claiming Force Majeure.

6.2. Effect of Force Majeure. Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling its obligation due to an event of Force Majeure. A Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to cure the Force Majeure event and to perform its obligations under this Agreement.

6.3. Notification. If there is a Force Majeure event affecting a Party’s ability to perform its obligations under this Agreement, the Party shall forthwith (and in any event no later than five (5) Business Days after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party verbal reports with respect to the Force Majeure event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.

6.4. Removal. If there is a Force Majeure event affecting a Party’s ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the foregoing, a Party shall not be obligated to agree to any settlement of a strike or labor dispute that, in that Party’s sole opinion, may be inadvisable or detrimental.

**7. DEFAULT AND REMEDIES.**

7.1. Default. An “*Event of Default*” occurs upon any of the following:

7.1.1. Any Party fails to make a payment or reimbursement under this Agreement when due and such failure continues for a period of five (5) Business Days after receipt of written notice (the “*Payment Default Notice*”) thereof from the Party due such payment or reimbursement (“*Payment Default*”);

7.1.2. Any Party fails to fulfill any other material obligation under this Agreement and such failure continues for ninety (90) days after receipt of written notice thereof from Wabash Valley, if the defaulting Party is ATXI, and ATXI, if Wabash Valley is the defaulting Party; provided, however, that if the nature of the failure to cure a default under this subsection is such that, although curable, it cannot with Due Diligence and in accordance with Requirements of Law be cured within said ninety (90) day period, and the defaulting Party shall have diligently prosecuted the cure of such failure within said ninety (90) days and thereafter diligently prosecutes such cure until the failure is remedied, the time for cure of the default shall be extended by such period of time as is reasonably necessary to cure such Event of Default, subject to a maximum extension of six (6) months beyond said ninety (90) day period, and at the end of such applicable period the non-defaulting Party provides notice to the defaulting Party; or a Bankruptcy Event occurs with respect to a Party.

7.2. Remedies Generally. Upon the occurrence of an Event of Default, the non-defaulting Party shall be entitled to commence an action to require the defaulting Party to remedy such Event of Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and may exercise such other rights and remedies as it may have in equity or at law, and under this Agreement, and to recover from the defaulting Party all amounts due hereunder plus interest at the Default Interest Rate, plus all other damages to which it is entitled; provided, however, that in no event shall a non-defaulting Party be entitled to the remedy of termination of this Agreement.

## 8. THIRD PARTY INDEMNITY AND LIMITATION ON DAMAGES.

8.1. Mutual Indemnity. Each Party (“*Indemnifying Party*”) agrees to defend, indemnify, and hold harmless the other Party and its Related Parties (each an “*Indemnified Party*”), as the case may be, against any claims, liabilities, losses, damages, judgments, costs or expenses, including reasonable attorney’s fees arising out of or related to this Agreement (collectively “*Claims*”) made against an Indemnified Party to the extent caused by or resulting from the gross negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement.

8.2. Notice and Opportunity to Participate in Defense. A Party shall promptly notify the other Party of its assertion of any Claims against such Party that are potentially indemnifiable by such Party under Section 8.1. The claiming Party shall give the other Party an opportunity to defend such Claims and shall not settle such Claims without the approval of the other Party, which approval shall not be unreasonably denied.

8.3. Limitation on Damages. Notwithstanding anything to the contrary in this Agreement, the Parties waive all Claims against each other (and against each other’s Related Parties) for any consequential, incidental, indirect, special, or exemplary damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non- operation; increased expense of operation; cost of replacement power; interest charges; cost of capital; or claims of its customers to which service is made) arising out of or related to this Agreement, and regardless of whether any such Claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory; provided, however, that the limitations in this Section 8.3 shall not affect or limit any obligation of a Party to make any payment or reimbursement to the other Party in accordance with this Agreement, nor shall the limitations in this Section 8.3 be construed as a limitation on liability for death, bodily injury, or third party claims.

## 9. ASSIGNMENT.

9.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns.

9.2. ATXI Assignment. ATXI shall not assign all or any part of its rights under this Agreement to another party except with the prior written consent of Wabash Valley, which consent shall not be unreasonably withheld, conditioned, or delayed. Wabash Valley's prior written consent is hereby given for ATXI to assign any of its rights under this Agreement: (i) to any of ATXI's Affiliates, on the condition that upon assignment such Affiliate assumes ATXI's rights and obligations under this Agreement; or (ii) in connection with a sale of all or substantially all of ATXI's assets to a third party, on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming ATXI's rights and obligations under this Agreement. ATXI shall promptly provide Wabash Valley with written notice of any such assignment made in accordance with the immediately preceding sentence. Nothing in this Section shall be read to limit ATXI's right or ability to grant to a third party the right to use or attach to (i.e., construct a second circuit upon) the ATXI Project Assets, provided that such grant does not adversely affect ATXI's obligations under this Agreement or the operation of Wabash Valley's system.

9.3. Wabash Valley Assignment. Wabash Valley shall not assign all or any part of its rights under this Agreement to another party except with the prior written consent of ATXI, which consent shall not be unreasonably withheld, conditioned, or delayed. ATXI's prior written consent is hereby given for Wabash Valley to assign its rights under this Agreement (i) to any of its Affiliates, on the condition that upon assignment such Affiliate assumes Wabash Valley's rights and obligations under this Agreement; (ii) to the Wabash Valley Lenders as an assignment for security purposes; or (iii) in connection with a sale of substantially all of its assets on the condition that any such assignment will be subject to the acquiring party upon such assignment assuming Wabash Valley's rights and obligations under this Agreement. Wabash Valley shall promptly provide ATXI with written notice of any such assignment made in accordance with the immediately preceding sentence. Nothing in this Section shall be read to limit Wabash Valley's right or ability to grant to a third party the right to use or attach to (i.e., construct a second circuit upon) the Wabash Valley Project Assets, provided that such grant does not adversely affect Wabash Valley's obligations under this Agreement or the operation of ATXI's system.

9.4. Upstream Changes in Control. The provisions of this Article 9 shall be subject to the following additional conditions: (a) no disposition of assets, upstream changes in control, or assignment to an Affiliate shall be effective to circumvent a Party's rights under this Agreement and no assignment otherwise permitted hereunder shall be made to any Person that does not have (i) financial capability and operational expertise equal or greater than the assigning Party and (ii) all rights and interests necessary to perform the assigning Party's obligations hereunder; and (b) no Party, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, shall directly or indirectly assign, share or grant rights or interests in, any rights under this Agreement to any third parties, or enter into any partnership, joint venture or other arrangement with any third party to share with, or confer benefits of this Agreement with or to any third party.

## 10. DISPUTE RESOLUTION

10.1. In General. The Parties shall endeavor to settle amicably by consultation and negotiation any dispute arising out of or in connection with the validity, performance, interpretation or termination of the Agreement, and all the consequences thereof.

10.2. Dispute Arbitration. Any disputes unable to be settled amicably in accordance with Section 10.1 will be finally settled by arbitration in accordance with this Section 10.2.

10.2.1. Arbitration Panel. Three Technical Experts shall be appointed to conduct the arbitration (the “*Arbitration Panel*”). Within five (5) Business Days after the referral of a dispute to arbitration in accordance with Section 10.2, ATXI and Wabash Valley shall each appoint one Technical Expert, to be designated by such Party by written notice to the other Party. Within five (5) Business Days after both Technical Experts have been appointed by the respective Parties, the two Technical Experts so appointed shall appoint the third Technical Expert. If the Technical Experts selected by the Parties are unable or fail to agree upon the third Technical Expert, the third Technical Expert shall be selected by lot from the names of two Technical Experts submitted by each Party. If either Party fails to name its Technical Expert and provide written notice to the other Party of such name within ten Business Days, such Party’s Technical Expert shall be a person designated by the Dispute Resolution Service of the FERC.

10.2.2. Dispute Notice. A Party believing that an arbitral dispute under Section 10.2 exists shall give the other Party written notice that such a dispute exists (“*Dispute Notice*”). Such Dispute Notice shall (i) specify that it is notice given pursuant to this Section 10.2.2, (ii) detail the facts alleged to give rise to such dispute, and (iii) contain a short and plain statement of its claim for relief sought to resolve the dispute. Such Dispute Notice shall be signed by at least one of such Party’s authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Party designated pursuant to Section 11.4 hereof. Within ten (10) days after such Dispute Notice is received by a Party, such Party shall respond in writing to the Party giving the notice (a) confirming or denying the facts alleged to give rise to such dispute, and (b) containing a short and plain statement of its counter-claim for relief sought to resolve such dispute. Such response shall be signed by at least one of such Party’s authorized agents or representatives, and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the officer of the other Party designated pursuant to Section 11.4 hereof. The Arbitration Panel shall then have thirty (\_30\_) days to issue a decision to resolve the dispute (“*Arbitral Award*”), unless the Parties mutually agree in writing to a longer period.

10.2.3. Costs and Expenses. Each Party shall bear all costs and expenses related to their chosen Technical Expert, and an equal share of: (a) all costs and expenses related to the third Technical Expert; and (b) mutually shared expenses, such as the provision of a venue for the hearing before the Arbitration Panel.

10.2.4. Confidentiality. Except as may be required by Requirements of Law, neither a Party nor a Technical Expert may disclose the existence, contents, notices, awards, documents or results of any arbitration under this Agreement without the prior written consent of both Parties.

10.2.5. Arbitral Award. The Arbitral Award shall be in writing and accompanied by a brief statement of the reasons upon which the award is based. The Arbitral Award shall be in such form that it may be entered for judgment in any court having jurisdiction. The Arbitral Award shall be final and binding on the Parties, with no rights of appeal, and any award made in favor of any Party shall be enforceable.

10.3. Other Disputes. Except with respect to any dispute covered by Section 10.2, any dispute that the Parties are unable to resolve amicably, that arises out of or relates to this Agreement, including any question regarding its existence, validity or construction, shall be submitted to any state or federal court located within the State of Missouri.

## 11. MISCELLANEOUS.

11.1. Confidentiality. All information not available to the public and supplied under this Agreement and marked or otherwise designated by the Party disclosing the information as confidential, regardless of the form of the information, or the method by which the information is transmitted, shall be considered confidential and proprietary information (“*Confidential Information*”). The Party receiving the Confidential Information shall treat as confidential all Confidential Information and shall not at any time disclose any of the Confidential Information to any other person, except as specified in this Section 11.1, without the prior written consent of the Discloser. Confidential Information shall not be used for any reason or purpose other than for the purposes of this Agreement. The Recipient may disclose the Confidential Information only: (i) to those of its Affiliates and Representatives who have a need to know the information for the purposes of carrying out the Recipient’s obligations under this Agreement, and are informed and agree to be bound by the terms of this Section 11.1; or (ii) as compelled by law or judicial or regulatory process.

11.2. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law principles.

11.3. No Delay. No disagreement or dispute of any kind between or among any of the Parties concerning any matter, including the amount of any payment due from the Parties or the correctness of any charge made to the Parties, shall permit any Party to delay or withhold any payment pursuant to this Agreement.

11.4. Notices. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below, (iv) transmitted by facsimile to the facsimile number set forth below, with receipt confirmed, or (v) sent by electronic mail with read receipt requested. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; (d) in the case of facsimile notices, the Business Day on the date on which electronic indication of receipt is received; and (e) in the case of electronic mail, upon receipt of a read receipt. Any Party may change its address, e-mail, and facsimile number by written notice to the other Party given in accordance with this Section, following the effectiveness of which notice such Party’s address or facsimile number shall be updated accordingly.

If to Wabash Valley: Wabash Valley Power Alliance  
Attn: President/CEO  
6702 Intech Boulevard  
Indianapolis, IN 46278  
Fax: (317) 243-6416  
Email: [j\\_bartlett@wvpa.com](mailto:j_bartlett@wvpa.com)



With a copy to: Wabash Valley Power Alliance  
Attn: Executive Vice President,  
Transmission & Regulatory Affairs  
6702 Intech Boulevard  
Indianapolis, IN 46278  
Fax: (317) 243-6416  
Email: [j\\_marshall@wvpa.com](mailto:j_marshall@wvpa.com)

If to ATXI: Ameren Transmission Company of Illinois  
Attn: Shawn Schukar, President  
1901 Chouteau Ave  
MC 04  
St. Louis, MO 63103  
Fax: (314) 206-0600  
Email: [sschukar@ameren.com](mailto:sschukar@ameren.com)

With a copy to: Ameren Transmission Company of Illinois  
Attn: Jeff Hackman,  
Senior Director Transmission Operations  
1901 Chouteau Ave  
MC 630  
St. Louis, MO 63103  
Fax: (314) 554-3815  
Email: [jhackman@ameren.com](mailto:jhackman@ameren.com)

Each Party shall notify the other Party in writing of the identity of the Person(s) that it designates as the point(s) of contact under this Agreement, and any subsequent changes to such designation(s).

11.5. Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11.6. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the Project and terminates and supersedes all prior oral and written proposals, terms sheets and communications pertaining to the Project. There are no other representations, conditions, warranties or agreements, express or implied, statutory or otherwise, with respect to or collateral to the Project except as set forth in this Agreement.

11.7. No Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third Person (including the public at large) so as to constitute any such Person as a third party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party, Indemnified Party, successor or permitted assignee.

11.8. Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is invalid, or if, as a result of any Requirements of Law, or a change in any Requirements of Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.

11.9. Modifications. To the extent all or any part of this Agreement is subject to regulation by FERC, the standard of review for any changes proposed by any Party to the contract shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Serv. Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the *Mobile-Sierra* doctrine), as clarified in *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish County, Washington*, 128 S. Ct. 2733 (2008), and refined in *NRG Power Mktg. v. Maine Pub. Utils. Comm’n*, 130 S. Ct. 693 (2010). Any changes proposed by FERC acting *sua sponte* or by a non-party shall be the most stringent standard available under Requirements of Law.

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

11.11. No Principal/Agent Relationship. Notwithstanding any other provision of this Agreement, Wabash Valley and ATXI do not intend to create hereby any principal/agent relationship.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date first written above.

**AMEREN TRANSMISSION COMPANY OF ILLINOIS**

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

Shawn E. Schukar, Chairman & President

\_\_\_\_\_  
Printed Name/Title

**WABASH VALLEY POWER ASSOCIATION, INC.**

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

Jay C. Bartlett, President & CEO

\_\_\_\_\_  
Printed Name/Title

Exhibit A

Project One-line Diagram

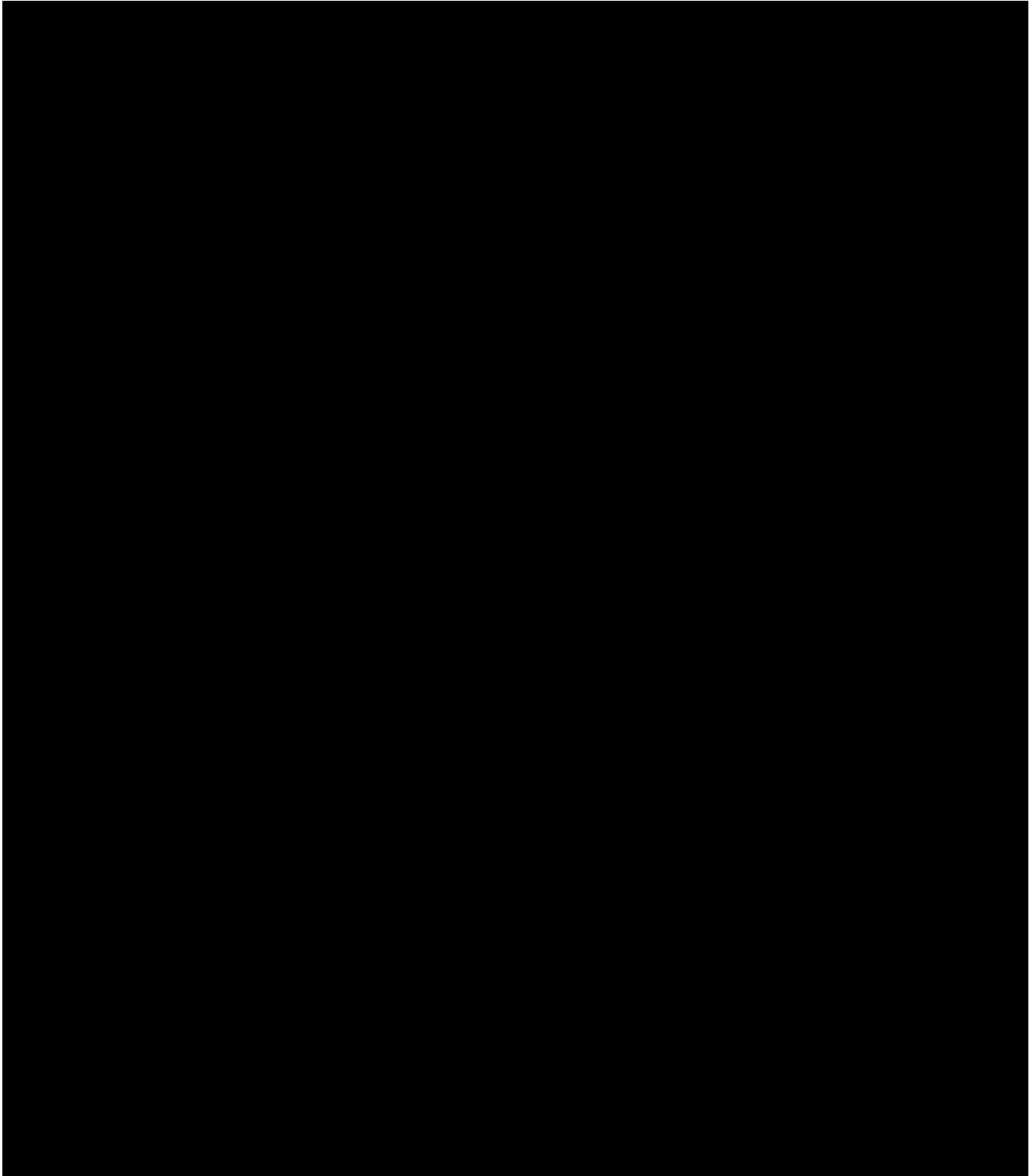


Exhibit B

Form of Asset Purchase Agreement

See attached.

Exhibit 1.1.45

Wabash Valley Members and Lenders

Wabash Valley Members:

Boone REMC  
PO Box 563  
Lebanon, IN 46052

Kosciusko REMC  
370 South 250 East  
Warsaw, IN 46582

Carroll White County REMC  
PO Box 599  
Monticello, IN 47960-0599

LaGrange County REMC  
1995 E. US 20  
LaGrange, IN 46761

Citizens Electric Corporation  
P.O. Box 368  
Perryville, MO 63775

NineStar Connect  
2243 East Main Street  
Greenfield, IN 46140-0188

Corn Belt Energy Corporation  
One Energy Way  
Bloomington, IL 61705-0816

Miami-Cass REMC  
PO Box 168  
Peru, IN 46970

EnerStar Electric Cooperative  
11597 Illinois Highway One  
Paris, IL 61944

MJM Electric Cooperative  
PO Box 80  
Carlinville, IL 62626-0080

Fulton County REMC  
PO Box 230  
Rochester, IN 46975

Newton County REMC  
PO Box 400  
Goodland, IN 47948

Heartland REMC  
PO Box 605  
Markle, IN 46770

Noble REMC  
PO Box 137  
Albion, IN 46701

Hendricks Power Cooperative  
PO Box 309  
Danville, IN 46122

Parke County REMC  
119 W. High Street  
Rockville, IN 47872

Jasper County REMC  
PO Box 129  
Rensselaer, IN 47978

Steuben County REMC  
PO Box 359  
Angola, IN 46703

Jay County REMC  
PO Box 904  
Portland, IN 47371

Tipmont REMC  
PO Box 20  
Linden, IN 47955

Kankakee Valley REMC  
PO Box 157  
Wanatah, IN 46390

Warren County REMC  
PO Box 37  
Williamsport, IN 47993-0037

Marshall County REMC  
PO Box 250  
Plymouth, IN 46563-0250

Wabash Valley Lenders:

Wells Fargo Bank National Association, as Trustee under Wabash Valley's Mortgage and Indenture of Trust, as amended and supplemented from time to time.

## EXHIBIT 2.1.4

### Regulatory Approvals Required

Wabash Valley will be required to obtain the following regulatory approvals in order to Construct the Project:

- Inclusion in the 2020 MISO Transmission Expansion Plan
- Receipt of assents, if required, from the Counties where the Wabash Valley Project Assets are to be Constructed
- FERC Approval under Section 203, if required, to purchase the transmission line between ToT and Charmin Bulk substations.
- Receipt of any approvals and certificates, if any, legally required of Wabash Valley from the Missouri Public Service Commission.



## EXHIBIT 2.2.4

### Regulatory Approvals Required

ATXI will be required to obtain the following regulatory approvals in order to Construct the Project:

- Inclusion in the 2020 MISO Transmission Expansion Plan
- Receipt of a Certificate of Convenience and Necessity from the Missouri Public Service Commission
- Receipt of assents from Perry and Cape Girardeau Counties

Ameren Missouri will be required to obtain the following regulatory approvals in order to Construct the Project:

- Missouri Public Service Commission approval of the sale of certain assets between Trails of Tears Substation and Charmin Bulk Substation

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of December, 2019 (“**Execution Date**”), by and between Union Electric Company d/b/a Ameren Missouri (“**Seller**”), and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance (“**Buyer**”). Seller and Buyer are each individuals referred to herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, Seller owns certain 161 kV electric transmission lines, electrical facilities, appurtenant equipment and assets between the Trail of Tears and Charmin Bulk Substations (collectively “**Electric Assets**”) and holds certain rights to real property upon which the Electric Assets are located in Cape Girardeau County, Missouri, all being used in connection with the electric energy transmission system of Seller; and

WHEREAS, Buyer owns certain electrical transmission facilities in or near Cape Girardeau County, Missouri that are interconnected to the Electric Assets, and is the power supplier to its member, Citizens Electric Corporation, which is an electric service provider to electric customers in that region of Missouri; and

WHEREAS, Seller’s affiliate, Ameren Transmission Company of Illinois, and Buyer have jointly developed and constructed a transmission project pursuant to a Joint Development Agreement dated December 16<sup>th</sup>, 2019 (the “**Project**”); and

WHEREAS, as part of the Project, Seller is willing to sell and Buyer seeks to purchase Seller’s interest in and to certain of the Electric Assets and certain rights to real property upon which the Electric Assets are located, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

**ARTICLE I**  
**PURCHASE AND SALE OF ASSETS**

1.1 Transfer of Purchased Assets. Upon the terms and subject to the conditions in this Agreement, at the Closing (as defined in Article II below) Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, assume and acquire from Seller “AS IS, WHERE IS” all of Seller’s right, title and interest in and to the Electric Assets including the wood pole structure immediately south of the Trail of Tears Substation and all 161 kV poles, wires, and insulators eastward to the Charmin Bulk Substation and as described in Schedule 1, which is attached hereto and incorporated herein by reference (the “**Purchased Assets**”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, nothing in this Agreement will constitute or be construed to as conferring on Buyer, and Buyer is not acquiring any right, title or interest in or to any assets that are not described in Schedule 1 (collectively, the “**Excluded Assets**”), all of which being specifically excluded from the sale of Purchased Assets contemplated by this Agreement.

1.3 Transfer of Easement Rights. At Closing, Seller will grant or assign to Buyer those certain easement interests in and to the land upon which the Purchased Assets are located set forth on Schedule 2 attached hereto and incorporated by reference (the “**Easement Rights**”), subject to the reservation of the rights of Seller and Seller’s licensees or permittees to construct, reconstruct, repair, remove, patrol, inspect, operate and maintain any Excluded Assets currently situated within the Easement Rights.

1.4 Transfer of Permits, Licenses, etc. Where portions of the Purchased Assets are located upon or across any railroad property or public highway, street or other public right of way, Seller shall assign and transfer, to the extent assignable and transferable, any right, permit or license for location of, or crossing by, the Purchased Assets, upon such lands at no cost to Seller (collectively, the “**Permits**”), in an appropriate form and manner as may be necessary or required by the grantor of any such Permits. The Permits which shall be assigned or transferred to Buyer, if assignable or transferable, are set forth in Schedule 3 attached hereto and incorporated herein by reference. Seller shall be responsible to obtain all necessary approval or consent from any applicable railroad company, public authority or any other grantor, required for assignment of the Permits at no cost to Buyer, provided however, Buyer shall cooperate and assist Seller in Seller’s efforts to secure the necessary approvals and consents for assignment at no cost to Buyer. Should any existing Permits be deemed non-transferrable or otherwise denied transfer by any applicable railroad company, public authority, or other grantor of such Permits, Buyer shall be responsible to obtain any subsequent or replacement right, permit or license for the relevant location, crossing or operation of the Purchased Assets (“**New Permits**”). Seller shall reasonably cooperate with Buyer, where necessary, to assist Buyer’s procurement of all such necessary approvals or consents to the assignment of the Permits or to obtain New Permits, but all costs, expenses and fees associated with the assignment of any of the Permits or acquisition of any New Permits shall be the sole responsibility of Buyer.

1.5 Additional Rights. Notwithstanding Seller’s transfer of the Easement Rights and Permits as contemplated under this Agreement, should any other and further property rights, licenses, permits, authorizations, consents, approvals, exceptions, exemptions or allowances, including any applications therefore, be needed for use, operation and maintenance of the Purchased Assets, Buyer shall have the sole obligation or responsibility to acquire any such additional property rights.

1.6 Assumed Liabilities; Excluded Liabilities. (a) After Closing (as defined in Article II below), Buyer will assume and be responsible and liable for all obligations and liabilities arising from the ownership, occupancy, possession, use or operation of the Purchased Assets, Easement Rights, Permits and New Permits from and after the Closing Date, including but not limited to: (i) all obligations, liabilities or costs associated with operating, maintaining, replacing, rebuilding or reconstructing the Purchased Assets arising on or after the Closing Date; (ii) all obligations or liabilities under any amendments, modifications, extensions or renewals of any existing Permits arising on or after the Closing Date; (iii) all obligations to comply with, and all liabilities associated with or arising from the Permits and any other permits, licenses, exemptions, allowances and approvals obtained or required in connection with the Purchased Assets arising on or after the Closing Date; and (iv) all obligations or liabilities for any environmental compliance or remediation required by any governmental authority, including any court, applicable to the Purchased Assets, Easement Rights and/or the Permits for events occurring or arising on or after the Closing Date (“Assumed Liabilities”).

(b) Seller shall remain responsible and liable for all obligations and liabilities arising from the ownership, occupancy, possession, use or operation of the Purchased Assets, Easement Rights, Permits and New Permits prior to the Closing Date, including but not limited to: (i) all obligations, liabilities or costs associated with operating, maintaining, replacing, rebuilding or reconstructing the Purchased Assets arising prior to the Closing Date; (ii) all obligations or liabilities under any amendments, modifications, extensions or renewals of any existing Permits arising prior to the Closing Date; (iii) all obligations to comply with, and all liabilities associated with or arising from the Permits and any other permits, licenses, exemptions, allowances and approvals obtained or required in connection with the Purchased Assets arising prior to the Closing Date; and (iv) all obligations or

liabilities for any environmental compliance or remediation required by any governmental authority, including any court, applicable to the Purchased Assets, Easement Rights and/or the Permits for events occurring or arising prior to the Closing Date (“Excluded Liabilities”).

1.7 **Purchase Price.** The purchase price for the Purchased Assets, Easements Rights and Permits shall equal the remaining value of the Purchased Assets, Easement Rights and Permits on Seller's accounting books at the end of the month immediately preceding the Closing Date (the “**Purchase Price**”). The Purchase Price shall be paid by Buyer at the Closing in U.S. Dollars by wire transfer of immediately available funds to an account designated by Seller.

**ARTICLE II**  
**CLOSING**

2.1 **Time and Place of Closing.** The closing of the purchase and sale of the Purchased Assets, Easement Rights and other transactions contemplated hereby (“**Closing**”), shall take place at a mutually agreed date and time occurring within thirty (30) days following the satisfaction of all conditions precedent to Closing in Articles VII and VIII hereof or on such other date and time as the Parties may mutually agree in writing (“**Closing Date**”). The Closing shall take place at Seller’s offices located at 1901 Chouteau Ave, St. Louis, MO, or such other place as the Parties mutually agree in writing. No delivery or payment shall be considered to have been made at Closing until all steps required hereunder to be taken at Closing are completed.

2.2 **Closing Deliveries by Seller.** At the Closing, Seller shall deliver to Buyer the following:

- 2.2.1 An assignment and assumption agreement in the form attached as **Exhibit A**, duly executed on behalf of Seller (the “**Assignment and Assumption Agreement**”);
- 2.2.2 A bill of sale in the form attached as **Exhibit B** (the “**Bill of Sale**”), which shall assign Seller’s rights, title, interest and claims in and to the Purchased Assets, on an AS IS WHERE IS basis without warranty as to condition, free and clear of all liens and encumbrances except for the Permitted Encumbrances listed on Schedule 4 (“**Permitted Encumbrances**”), duly-executed in counterpart on behalf of Seller;
- 2.2.3 All necessary and proper assignments, and/or other instruments of conveyance to convey the Permits in an appropriate form and manner as may be necessary or required by the grantor of any such Permits, to the extent assignable;
- 2.2.4 All necessary and proper assignments and/or other instruments of conveyance to convey the Easement Rights, to the extent assignable, to Buyer free and clear of all mortgages, liens, claims, charges, security interests and other encumbrances or any nature whatsoever except the Permitted Encumbrances;
- 2.2.5 Certified copies of corporate authority or resolutions authorizing the consummation of the transactions contemplated herein, if applicable;
- 2.2.6 A certificate that Seller’s representations and warranties contained in this Agreement are true in all material respects as of the Closing Date;
- 2.2.7 Any required third-party consents to the transaction contemplated hereby; and

- 2.2.8 Such other evidence of the performance of all the covenants and the satisfaction of all conditions required of Seller by this Agreement at or prior to the Closing, as Buyer or its counsel may reasonably require.
- 2.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following:
  - 2.3.1 The Purchase Price in cash by wire transfer of immediately available funds to an account designated by Seller;
  - 2.3.2 The Assignment and Assumption Agreement duly-executed on behalf of Buyer;
  - 2.3.3 Counterparts of all necessary and proper assignments and/or other instruments of conveyance to convey the Easement Rights, to the extent assignable, to Buyer free and clear of all mortgages, liens, claims, charges, security interests and other encumbrances of any nature whatsoever except for the Permitted Encumbrances, duly-executed on behalf of Buyer, if applicable;
  - 2.3.4 Certified copies of corporate authority or resolutions authorizing the consummation of the transactions contemplated herein, if applicable;
  - 2.3.5 A certificate that Buyer's representations and warranties contained in this Agreement are true in all material respects as of the Closing Date;
  - 2.3.6 Any required third-party consents to the transaction contemplated hereby; and
  - 2.3.7 Such other evidence of the performance of all of the covenants and satisfaction of all the conditions required of Buyer by this Agreement at or before the closing as the Seller or its counsel may reasonably require.

ARTICLE III  
REPRESENTATIONS, WARRANTIES AND DISCLAIMERS OF SELLER

3.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows, each of which is true and correct on the Execution Date and will be true and correct on the Closing Date:

- 3.1.1 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller does not have any liabilities or obligations (whether accrued, absolute, contingent or otherwise) which are or might become a charge against the Purchased Assets and/or the Easement Rights to be transferred, assigned and conveyed hereunder;
- 3.1.2 Absence of Undisclosed Environmental Conditions. The Seller has not received an uncured environmental violation notice from any governmental authority, including any court, relating to the Purchased Assets or the Easement Rights and to the Seller's knowledge there have been no discharges, spills, leaks or other actions that could give rise to an environmental violation notice from any governmental authority, including any court, relating to the Purchased Assets or the Easement Rights;
- 3.1.3 Title to Purchased Assets. Seller has good and marketable title to all Purchased Assets to be sold to Buyer under this Agreement. All such Purchased Assets will be transferred at the Closing free and clear of all mortgages, liens, claims, charges,

security interests, and other encumbrances of any nature whatsoever except for the Permitted Encumbrances;

- 3.1.4 Interest in Easement Rights. Seller has an assignable right and interest in and to the Easement Rights to be assigned and transferred to Buyer, and such Easement Rights will be assigned and transferred to Buyer at Closing, free and clear of all mortgages, liens, claims, charges, security interests, and other encumbrances of any nature whatsoever except for the Permitted Encumbrances; and
- 3.1.5 Authority, Consents and Enforceability. The execution, delivery and performance by the Seller of this Agreement and each and every agreement, document and instrument provided for herein have been duly authorized and approved by all necessary corporate action required on the part of Seller. Assuming due authorization, execution and delivery of this Agreement on the part of the Buyer, the Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

3.2 Disclaimer of Seller. Other than as expressly represented in Section 3.1 or elsewhere in this Agreement, Seller makes no representation or warranties of any kind or nature whatsoever, and expressly disclaims any and all implied warranties, with respect to the Purchased Assets, Easement Rights and/or Permits. All of the Purchased Assets and Property Interests to be sold or transferred to the Buyer hereunder are being sold or transferred “AS IS, WHERE IS” to Buyer on the Closing Date. Seller makes no representation or warranty of any nature regarding the value of the Purchased Assets, Easement Rights and Permits in relation to the Purchase Price, or otherwise, nor any representation or warranty of any nature regarding any economic, regulatory, or other benefit, if any, that Buyer may derive from the ownership of the Purchased Assets, Easement Rights and Permits.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants as follows, each of which is true and correct on the Execution Date and will be true and correct on the Closing Date:

- 4.1.1 Authority, Consents and Enforceability. The execution, delivery and performance by the Buyer of this Agreement and each and every agreement, document and instrument provided for herein have been duly authorized and approved by all necessary corporate action required on the part of Buyer. Assuming due authorization, execution and delivery of this Agreement on the part of the Seller, the Agreement constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms.
- 4.1.2 Buyer’s Assumption. Except as otherwise expressly provided herein, Buyer understands and agrees it is acquiring the Purchased Assets and Easement Rights “AS IS, WHERE IS” on the Closing Date, and in their condition on the Closing Date, and that Buyer is relying solely on its own examination of the Purchased Assets, Easement Rights and/or Permits.
- 4.1.3 No Service Credit. Buyer understands and agrees that it shall not be entitled, exclusively as consequence of this Agreement, to any form of transmission service credit from Seller, or any affiliate of Seller, that might otherwise be available pursuant to the Midcontinent Independent System Operator, Inc. tariff as a result of Buyer’s ownership of the Purchased Assets.

- 4.1.4 Financial Ability. Buyer has the financial ability to consummate the transactions and assume the obligations contemplated by this Agreement.

ARTICLE V  
CERTAIN COVENANTS AND AGREEMENTS

5.1 Due Diligence. Buyer acknowledges and agrees that it will bear all of its own costs, expenses and charges relating to its due diligence review and inspection of the Purchased Assets, Easement Rights and Permits as well as all other matters relating to this Agreement, and that it has and/or will prior to Closing, complete all desired due diligence reviews and inspections. Seller shall cooperate with Buyer's due diligence review and inspection as follows:

5.1.1 Access to Information. Buyer and Buyer's counsel and other representatives shall have access during normal business hours to appropriate business records of Seller upon five (5) business days' notice. Such records shall be limited to information pertaining to the Purchased Assets, the Easement Rights and/or the Permits, and, if available, plan and profile drawings of the Purchased Assets and other design and data documents and other information of the Purchased Assets from Seller's files. Such access to information shall be subject to the confidentiality provisions set forth in Article VI below.

5.1.2 Access to Property and Equipment. Buyer and Buyer's representatives shall have access during normal business hours to inspect the Purchased Assets and/or the real property associated with the Easement Rights upon five (5) business days' notice. Such access shall be subject to reasonable safety requirements and the confidentiality provisions set forth in Article VI below. To the extent permitted by law, Buyer shall indemnify and hold harmless Seller, Seller's successors and assigns and their affiliates, and its and their shareholders, directors, officers, employees, agents, consultants and representatives (the "**Seller Parties**"), from and against all liabilities, costs and expenses, including, without limitation, reasonable attorney's fees, incurred by any Seller Parties by reason of any injury to or death of a Seller Party or Buyer representative, or any person, or damage to the property of Seller, Buyer or other person or entity, arising out of or involving Buyer's access or use of the Purchased Assets and/or the real property associated with the Easement Rights prior to the Closing unless such loss, damage, personal injury or death is the result of negligent conduct or willful misconduct of Seller or its agent. This indemnity covenant shall survive termination of this Agreement.

5.2 Regulatory Approvals. From and after the Execution Date until the Closing Date, each Party shall use its best efforts to promptly, at its sole cost, to obtain all regulatory approvals required by such Party to consummate the transactions contemplated in this Agreement ("**Required Approvals**") and all regulatory approvals necessary for the construction of the Project ("**Project Approvals**"). Each Party shall provide all reasonable cooperation and assistance requested by the other Party in connection with obtaining the Required Approvals and Project Approvals.

5.3 Conduct Business in Ordinary Course. From and after the Execution Date until the Closing Date, Seller shall (i) utilize the Purchased Assets and Easement Rights in the usual, regular and ordinary course substantially in the same manner as heretofore; and (ii) maintain the books and records relating to the Purchased Assets in the usual, regular and ordinary manner.

5.4 No Encumbrances. Seller shall not further mortgage, pledge or otherwise encumber any of the assets of the Seller to be assigned or sold to Buyer hereunder, except with Buyer's approval, which

approval shall not be unreasonably withheld, conditioned or delayed.

5.5 Casualty Loss. If, prior to the Closing Date, all of any portion of the Purchased Assets are damaged or destroyed by a fire or other casualty producing a material loss, Seller shall cause the Purchased Assets to be repaired, replaced or reconstructed to substantially the same general condition that existed immediately prior to such damage.

5.6 Post-Closing Matters. Following the Closing Date, Seller agrees that it shall provide to Buyer such records associated with the Purchased Assets and Easement Rights as may reasonably be requested by Buyer, and each Party agrees that, upon request from the opposite Party, it shall execute and deliver to the other such further written instruments as may be reasonably necessary to complete or evidence the transactions contemplated herein.

5.7 NERC Compliance. As of the Closing Date, as between Seller and Buyer, Buyer shall be responsible for compliance with any applicable reliability standards promulgated by NERC with respect to the Purchased Assets and Easement Rights unless specified otherwise in the ATXI-Wabash Valley NERC Compliance Cooperation Agreement. From and after the date hereof and continuing after Closing, Seller will provide records and other information related to historical compliance requirements pertaining to the Purchased Assets and Easement Rights to Buyer, if needed, for the purposes of responding to any inquiries, audits, investigations, etc. from FERC, NERC, MISO, and/or SERC.

5.8 Tax Matters. All transfer, documentary sales, use, value-added, gross receipts, stamp, registration or similar transfer taxes and fees incurred in connection with the transfer and sale of the Purchased Assets and Easement Rights as contemplated by the terms of this Agreement, including all recording or filing fees or other similar costs of Closing that may be imposed, payable, collectible, or incurred in connection with this Agreement and the transactions contemplated hereby and payable to any local, state, or federal tax agency of the United States, shall be paid by Buyer. Buyer and Seller shall cooperate in the timely making of all tax returns as may be required to comply with applicable laws. Each Party will promptly notify the other of any claim for taxes asserted by a taxing authority with jurisdiction over either Party. With respect to any claim arising out of a form or return signed by a Party to this Agreement, the signing Party may control the response to and settlement of the claim, but the other Party may participate to the extent it may be liable.

**ARTICLE VI**  
**CONFIDENTIALITY**

6.1 Confidentiality by Buyer. Buyer acknowledges that, among other means, pursuant to Buyer's right to inspect Seller's business records as above provided, Buyer may become privy to confidential information of Seller and that communication of such confidential information to third parties would damage the Seller's business. Buyer warrants that all information obtained from Seller pursuant hereto shall remain confidential and shall not be disclosed or revealed to third parties. "Confidential information" includes information not ordinarily known by non-company personnel, and includes such information as normally understood to be confidential or otherwise designated as such by Seller. Reference is hereby made to that certain Non-Disclosure Agreement dated October 16, 2017, executed Buyer and Ameren Services Company (the "Confidentiality Agreement"). The Buyer accepts, agrees, and acknowledges that such Confidentiality Agreement remains in full force and effect and is the valid binding obligation of the Buyer in accordance with its terms with respect to any Confidential Information provided by Seller under this Agreement.

6.2 Confidentiality by Seller. Seller agrees not to divulge or communicate to any third parties any confidential information or data it obtains from Buyer in connection with this transaction.



ARTICLE VII  
CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, any or all of which may be waived, in whole or in part, by Buyer.

7.1 Representations and Warranties True at Closing. The representations and warranties made by Seller under this Agreement or any document or instrument delivered to the Buyer, or its representatives hereunder, shall be true and correct in all material respects on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement.

7.2 Performance of Obligations. Seller shall have duly performed all the obligations, acts and undertakings to be performed by it on or prior to the Closing Date.

7.3 Governmental and Other Third Party Consents and Approvals. Seller and Buyer shall have received all Required Approvals and all other third party consents required for the consummation by Seller or Buyer of the transactions contemplated by this Agreement and all Project Approvals.

ARTICLE VIII  
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, any or all of which may be waived, in whole or in part, by the Seller.

8.1 Representations and Warranties True at Closing. The representations and warranties made by Buyer under this Agreement or any document or instrument delivered to the Seller, or its representatives hereunder, shall be true and correct in all material respects on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement.

8.2 Performance of Obligations. Buyer shall have duly performed all the obligations, acts and undertakings to be performed by it on or prior to the Closing Date.

8.3 Governmental and Other Third Party Consents and Approvals. Seller and Buyer shall have received all Required Approvals and all other third party consents required for the consummation by Seller or Buyer of the transactions contemplated by this Agreement and all Project Approvals.

ARTICLE IX  
INDEMNIFICATION

9.1 Indemnification by Seller. To the extent permitted by law, Seller agrees to indemnify, defend and hold harmless Buyer, Buyer's successors and assigns and their affiliates and its and their shareholders, directors, officers, employees, agents, consultants and representatives ("**Buyer Parties**") against and in respect of any and all losses, damages, charges, claims, expenses, liabilities, deficiencies, proceedings, judgments, interest, awards, penalties, fees, obligations and costs, including reasonable attorneys' fees and court costs (collectively, "**Losses**") incurred by or imposed upon the Buyer Parties, which arise out of or relate to the following (collectively, "**Buyer Claims**"):

- (a) any breach by Seller of any of its covenants in this Agreement or any failure by Seller to perform any of its obligations in this Agreement;
- (b) any breach of any warranty or the inaccuracy of any representation of Seller contained in this Agreement provided that Buyer issues written notice of such breach to Seller prior to the first anniversary of the Closing Date; and
- (c) any third party claims against any Buyer Parties for personal injury (including death) or property loss or damages resulting from or arising out of the ownership, operation or use of the Purchased Assets, Easement Rights and Permits prior to the Closing Date, but only to the extent the alleged injury or damage occurred before the Closing Date;

except to the extent such Buyer Claims are attributable to the negligence or willful misconduct of, or breach of this Agreement by, any Buyer Parties. The Buyer Parties shall not be entitled to any punitive, incidental, indirect, special or consequential damages resulting from or arising out of any Buyer Claims, including damages for lost revenues, income, profits or tax benefits, or any other damage or loss resulting from any disruption to or loss of operation of the Purchased Assets.

9.2 Indemnification by Buyer. To the extent permitted by law, Buyer agrees to defend, indemnify and hold harmless the Seller Parties against and in respect of any and all Losses incurred by or imposed upon the Seller Parties, which arise out of or relate to the following (collectively, “**Seller Claims**”):

- (a) any breach by Buyer of any of its covenants in this Agreement or any failure by Buyer to perform any of its obligations in this Agreement;
- (b) any breach of any warranty or the inaccuracy of any representation of Buyer contained in this Agreement provided that Seller issues written notice of such breach to Buyer prior to the first anniversary of the Closing Date; and
- (c) any third party claims against any Seller Parties for personal injury (including death) or property loss or damages resulting from or arising out of the ownership, operation or use of the Purchased Assets, Easement Rights and Permits on and after the Closing Date, but only to the extent the alleged injury or damage occurred on or after the Closing Date;

except to the extent such Seller Claims are attributable to the negligence or willful misconduct of, or breach of this Agreement by, any Seller Parties. The Seller Parties shall not be entitled to any punitive, incidental, indirect, special or consequential damages resulting from or arising out of any Seller Claims, including damages for lost revenues, income, profits or tax benefits or any other damage or loss resulting from any disruption to or loss of operation of the Purchased Assets.

9.3 Buyer’s Release of Seller. Effective on and after the Closing Date, Buyer, for itself and on behalf of the Buyer Parties, does hereby release, hold harmless and forever discharge the Seller Parties from any and all claims, demands, liabilities or causes of action at law or in equity, destruction, loss or damage of any kind or character, whether known or unknown, visible or concealed, to the person or property of any Buyer Parties resulting from or arising out of the condition of the Purchased Assets.

TERMINATION

This Agreement may be terminated at any time prior to Closing by mutual written consent of Seller and Buyer.

ARTICLE XI  
GENERAL PROVISIONS

11.1 Expenses. Except as otherwise provided herein, all expenses incurred by the Parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transaction contemplated hereby, including, without limitation on the generality of the foregoing, all fees and expenses of agents, representatives, and counsel employed by any such Party, shall be borne entirely by the Party that has incurred the same.

11.2 Taxes. Seller shall pay all real, personal and ad valorem property taxes and assessments with respect to the Purchased Assets, Easement Rights and Permits, for any and all periods prior to the Closing Date. For such taxes and assessments relating to periods prior to the Closing Date that are not yet due and payable at Closing, Seller shall provide a credit to Buyer at the Closing based upon 100% of the amount of such taxes and assessments for the most recent ascertainable full year tax bill. Buyer shall pay all real, personal and ad valorem taxes and assessments with respect to the Purchased Assets, Easement Rights and Permits, for any and all periods on and after the Closing Date. All transfer, documentary, sales, use, stamp, registration and other such taxes and fees (including any penalties and interest) incurred in connection with the transfer of the Transferred Assets or Easement Rights to the Buyer shall be paid by Seller when due.

11.3 Survival. Unless otherwise expressly provided herein, the representations and warranties of the Parties contained in this Agreement shall survive Closing for a period of one year.

11.4 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent via facsimile, a nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows or to such other address of which the Parties may have given notice:

If to Seller: Ameren Missouri  
Attn: Mark Birk, Senior Vice President  
1901 Chouteau Ave  
MC 650  
St. Louis, MO 63103  
Fax: (314) 641-3674  
Email: [mbirk@ameren.com](mailto:mbirk@ameren.com)

If to Buyer: Wabash Valley Power Alliance  
Attn: President/CEO  
6702 Intech Boulevard  
Indianapolis, IN 46278  
Fax: (317) 243-6416  
Email: [j\\_bartlett@wvpa.com](mailto:j_bartlett@wvpa.com)

With a copy to: Wabash Valley Power Alliance

Attn: Executive Vice President,  
Transmission & Regulatory Affairs  
6702 Intech Boulevard  
Indianapolis, IN 46278  
Fax: (317) 243-6416  
Email: j\_marshall@wvpa.com

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, or if sent by facsimile provided an electronically generated confirmation of such facsimile is obtained promptly after transmission, or (b) on the next business day subsequent to the date delivered to an overnight courier of national reputation, or (c) three business days after being deposited with the U.S. Postal Service, if sent by registered or certified mail.

11.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that no assignment by Seller or Buyer shall release such Party from any obligation or liability under this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in whole to an affiliate of such Party with prior written notice to the other Party, but no such assignment to an affiliate shall release the assigning Party from any obligation or liability under this Agreement.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties.

11.7 Amendments. No supplement, modification or waiver of this Agreement shall be binding unless in writing and signed by both Parties.

11.8 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof.

11.9 Governing Law. To the extent not governed by federal law, regulation or order, this Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

11.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.11 Headings. The section headings are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

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

11.13 Exhibits and Schedules. All of the exhibits and schedules attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Execution Date.

**BUYER:**

**SELLER:**

**WABASH VALLEY POWER ASSOCIATION  
INC. D/B/A WABASH VALLEY POWER  
ALLIANCE**

**UNION ELECTRIC COMPANY D/B/A AMEREN  
MISSOURI**

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

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

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

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

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

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

**INDEX TO ASSET PURCHASE AGREEMENT**

**Exhibits**

Exhibit A: Assignment and Assumption Agreement  
Exhibit B: Bill of Sale

**Schedules**

Schedule 1: Purchased Assets  
Schedule 2: Easement Rights  
Schedule 3: Permits  
Schedule 4: Permitted Encumbrances

**EXHIBIT A**  
**Form of Assignment and Assumption Agreement**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of \_\_\_\_\_, 20\_\_ by and between Union Electric Company d/b/a Ameren Missouri (“Assignor”), and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance (“Assignee”) (Assignor and Assignee each individually a “Party,” and collectively, the “Parties”).

**WITNESSETH:**

Pursuant to that certain Asset Purchase Agreement dated \_\_\_\_\_, 20\_\_ (the “Purchase Agreement”), by and between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Purchased Assets, the Easement Rights, and the Permits (the “Assigned Assets”) and Assignee has agreed to accept and assume the Assumed Liabilities, as defined in the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

Section 1. Assignment of Assigned Assets. Subject to the terms and conditions of the Purchase Agreement, Assignor does hereby convey, assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in and to all of the Assigned Assets that are not covered and transferred by the Bill of Sale from Assignor to Assignee, dated as of the date even herewith.

Section 2. Assumption of Assumed Liabilities. Subject to the terms and conditions of the Purchase Agreement, Assignor does assign to Assignee, and Assignee hereby accepts and assumes and agrees to pay, perform or discharge in accordance with their terms, the Assumed Liabilities.

Section 3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Section 4. Definitions; Governing Agreement. Except as expressly defined otherwise in this Assignment, all capitalized terms shall have the meanings ascribed to such terms in the Purchase Agreement. This Assignment is made subject to, and with the benefit of, the respective terms, conditions, limitations and other provisions of the Purchase Agreement and in the event of any conflict or other inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

Section 5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

Section 6. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

Section 7. Counterparts. This Assignment may be executed in any number of counterparts by

the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Assignment, the Parties may execute and exchange facsimile counterparts of the signature pages to this Assignment.

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first above written.

**ASSIGNOR:**

**UNION ELECTRIC COMPANY  
D/B/A AMEREN MISSOURI**

By \_\_\_\_\_

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

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

**ASSIGNEE:**

**WABASH VALLEY POWER  
ASSOCIATION, INC. D/B/A WABASH  
VALLEY POWER ALLIANCE**

By \_\_\_\_\_

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

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



**EXHIBIT B**  
**Form of Bill of Sale**

THIS BILL OF SALE (this “Bill of Sale”) is made as of \_\_\_\_\_, 20\_\_\_\_ by Union Electronic Company d/b/a Ameren Missouri (“Seller”) for the benefit of Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance (“Buyer”).

**WITNESSETH:**

Pursuant to that certain Asset Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Purchase Agreement”), by and between Seller and Buyer, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer all of its right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, Seller hereby agrees as follows:

Section 1. Conveyance and Assignment of the Purchased Assets. Effective as of the date hereof, Seller by this Bill of Sale hereby sells, conveys, assigns, transfers and delivers to, and vests in Buyer, to have and to hold forever unto Buyer, its successors and permitted assigns forever, all of Seller’s right, title and interest, legal and equitable, in the Purchased Assets.

Section 2. Terms of the Purchase Agreement. This Bill of Sale is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control

Section 3. Successors and Assigns. This Bill of Sale shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Section 4. Further Assurances. If at any time at or after the date hereof any other instrument of conveyance or transfer, assignment, assumption or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm in Buyer, its successors or permitted assigns, of record or otherwise, the right, title and interest in and to any of the Purchased Assets, Seller agrees to, at Seller’s expense, (a) execute and deliver all such reasonable instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such assets and otherwise to carry out the purposes of this Bill of Sale and (b) convey, transfer to and vest in Buyer and to put Buyer in possession and operating control of all or any part of the Purchased Assets.

Section 5. Definitions. Except as expressly defined otherwise in this Bill of Sale, all capitalized terms shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

Section 7. Amendment and Modification. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the date first above written.

**UNION ELECTRIC COMPANY  
D/B/A AMEREN MISSOURI**

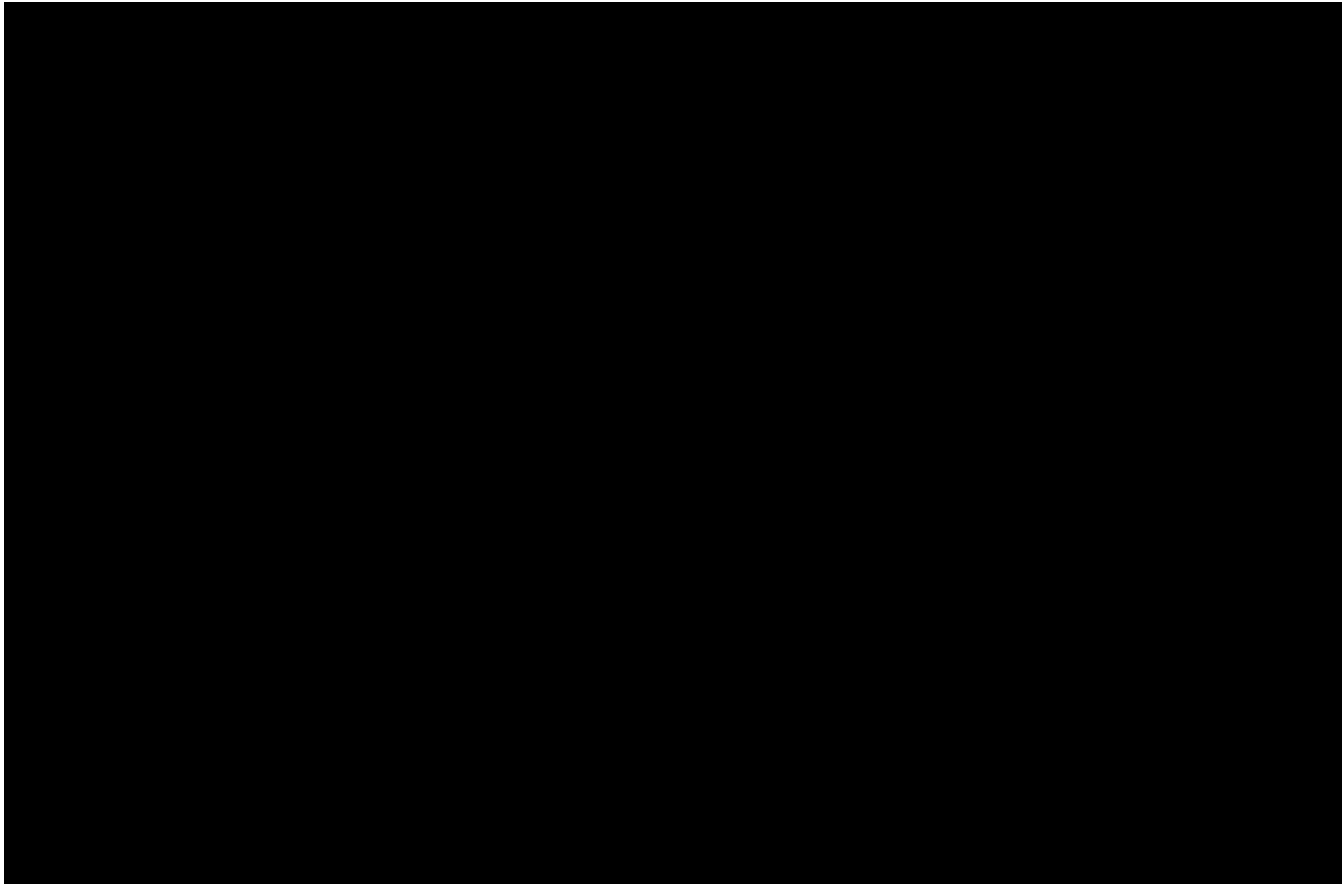
By \_\_\_\_\_

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

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

**Schedule 1**  
**Purchased Assets**

<b>Unit Description</b>	<b>Retirement Unit Code (RUC)</b>	<b>Qty</b>	<b>Unit of Measure (UOM)</b>
WIRE,AERIAL,CABLE-MESSENGER(Shield)	E789	15,250	Feet
WIRE, 161 KV, 954 ACSR RAIL	E811	35,439	Feet
POLE,WOOD 75'	E075	2	Each
POLE,WOOD 80'	E076	1	Each
POLE,WOOD 85'	E077	4	Each
POLE,WOOD 90'	E078	2	Each
POLE,STEEL,60'-69'	****	1	Each
POLE,STEEL,70'-79'	****	2	Each
POLE,STEEL,80'-89'	****	2	Each
POLE,STEEL,100'-109'	****	1	Each
POLE,STEEL,120'-129'	****	1	Each
POLE,STEEL,130'-139'	****	1	Each



**Schedule 2**  
**Easement Rights**



**Schedule 3**  
**Permits**

- None

**Schedule 4**  
**Permitted Encumbrances**

- None