

**JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT  
AMONG  
AMEREN ILLINOIS COMPANY,  
AMEREN TRANSMISSION COMPANY OF ILLINOIS,  
PRAIRIE POWER, INC.,  
HOOSIER ENERGY RURAL ELECTRIC COOPERATIVE, INC.,  
AND  
GRIDLIANCE HEARTLAND LLC**

This Joint Pricing Zone Revenue Allocation Agreement is made and entered into as of the 26th day of February, 2019, by and among Ameren Illinois Company ("Ameren Illinois") an Illinois corporation, Ameren Transmission Company of Illinois ("ATXI"), an Illinois corporation, Prairie Power, Inc., ("PPI") an Illinois not-for-profit corporation, Hoosier Energy Rural Electric Cooperative, Inc. ("Hoosier"), an Indiana rural electric cooperative, and GridLiance Heartland LLC ("GridLiance Heartland"), a Delaware limited liability company, and any successors thereof, which are referred to herein collectively as "Parties" and singularly as "Party," with respect to the allocation of transmission revenues collected under the Midcontinent Independent System Operator, Inc. ("MISO") Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules and attachments thereto, on file with the Federal Energy Regulatory Commission, as MISO FERC Electric Tariff, Fifth Revised Vol. No. 1, and any successor tariff ("Tariff"). This Agreement addresses the distribution of transmission revenue within the Ameren Illinois pricing zone (a zone that includes facilities and loads of Ameren Illinois, ATXI, PPI, Hoosier, and GridLiance Heartland, hereinafter referred to as "AMIL Zone"). Transmission revenues represent revenue received for (1) Point-To-Point Transmission Service charges billed and collected by MISO under Schedules 7 & 8 of the Tariff and (2) Network Integration Transmission Service ("NITS") charges billed and collected under Schedule 9 of the Tariff by Ameren Illinois on behalf of MISO. This Agreement also addresses the payments among the Parties for network use of each other's transmission facilities in the AMIL Zone.

**WITNESSETH:**

WHEREAS, Ameren Illinois is a MISO Transmission Owner which has wholesale and retail load in the AMIL Zone and takes Transmission Service under the MISO Tariff; and

WHEREAS, ATXI (an affiliate of Ameren Illinois) is a MISO Transmission Owner, has transmission facilities in the AMIL Zone, but does not take Transmission Service under the MISO Tariff; and

WHEREAS, MISO approved PPI as a MISO Transmission Owner in the AMIL Zone on February 21, 2013, to be effective June 1, 2013, as provided for under the Tariff; and

WHEREAS, PPI has taken Transmission Service under the Tariff in the AMIL Zone or predecessor pricing zones since May 1, 2004; and

WHEREAS, MISO determined certain Hoosier Illinois facilities to be transmission in the AMIL Zone on May 5, 2017 and those facilities were included in MISO's list of Transferred Transmission Facilities (Appendix H) as of August 31, 2017; and

WHEREAS, Hoosier has taken Transmission Service under the Tariff in the AMIL Zone or predecessor pricing zones since January 1, 2011; and

WHEREAS, MISO determined certain GridLiance Heartland Illinois facilities to be transmission in the AMIL Zone on September 20, 2018. and those facilities will be included in MISO's list of Transferred Transmission Facilities (Appendix H) as of the date that GridLiance Heartland turns over operational control to MISO; and

WHEREAS, the revenue requirements for each Party's transmission facilities in the AMIL Zone are or will be included in the MISO rates for the AMIL Zone; and

WHEREAS, revenues under the Tariff for NITS are collected by Ameren Illinois on behalf of MISO for all load in the AMIL Zone, including load served by Ameren Illinois, PPI, and Hoosier; and

WHEREAS, Intra-Zonal Revenues and Inter-Zonal Revenues are collected by (or on behalf of) MISO for a pricing zone and remitted to a single Transmission Owner regardless of the number of Transmission Owners within that pricing zone; and

WHEREAS, MISO distributes all Intra-Zonal Revenues and Inter-Zonal Revenues to Ameren Illinois for the AMIL Zone; and

WHEREAS, this Agreement addresses the allocation of such MISO Intra-Zonal Revenues, Inter-Zonal Revenues and MISO NITS revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein,  
the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined will have the meanings set forth below or, if not set forth below, as defined in the Tariff and the MISO Business Practices Manuals, as applicable:

**Agreement:** This Joint Pricing Zone Revenue Allocation Agreement, including any attachments hereto, or amendments thereof.

**Annual Transmission Revenue Requirement ("ATRR"):** The Net Revenue Requirement for each Party's facilities in the AMIL Zone, as reflected in that Party's Attachment O.

**ATRR Allocator:** The ratio share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to six decimal places and computed annually (and recalculated whenever there is a change to any Party's ATRR).

**Attachment O:** Attachment O to the Tariff. For each year that this Agreement is in effect, Ameren Illinois will use Attachment O data on which the Zonal Transmission Rate for that twelve-month period is based to determine the Facilities Value and Annual Transmission Revenue Requirement for each Party.

**Billing Month:** The month for which revenue distribution is being determined. For example, the June Billing Month is for Transmission Service provided in the month of June.

**Facilities Value:** The allocated gross transmission plant value of the facilities in the AMIL Zone, net the value of facilities providing transmission service under the Tariff for existing or future rate schedules other than Schedules 7, 8 and 9, owned by each Party. The Facilities Value for each Party is calculated by MISO (and recalculated whenever a Party's Attachment O is updated).

**FERC or Commission:** The Federal Energy Regulatory Commission or any successor thereto.

**FPA:** The Federal Power Act, 16 U.S.C. §§ 791a-825r, *as amended by* Pub. L. No. 109-58, 119 Stat 594 (2005).

**Gross Book Value ("GBV") Allocator:** The ratio share of each Party's Facilities Value relative to the Zonal Facilities Value (in terms of allocated gross transmission

plant), expressed to six decimal places and computed at least annually (and recalculated whenever a Party's Attachment O is updated).

**Governmental Authority:** Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

**Inter-Zonal MISO Adjustments:** Credit or debit adjustments to Inter-Zonal Revenues made by MISO after such revenues have been distributed to Ameren Illinois.

**Inter-Zonal Revenues:** Transmission revenues collected under Tariff Schedules 7 and 8 for transactions outside of the AMIL Zone that are not Intra-Zonal Revenues. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to Ameren Illinois for the AMIL Zone, and allocated among the Parties as provided in Article III of this Agreement.

**Intra-Zonal MISO Adjustments:** Credit or debit adjustments to Intra-Zonal Revenues made by MISO after such revenues have been distributed to Ameren Illinois.

**Intra-Zonal Revenues:** Transmission revenues collected under Tariff Schedules 7 and 8 for transactions inside the AMIL Zone. These shall include revenues collected by MISO for Transmission Services involving: (i) retail electric load that had the right to choose a different supplier; (ii) power transactions where generation source(s) and load(s) are physically located within the AMIL Zone; and (iii) Point-to-Point Transmission Service for delivery directly to wholesale requirements customers or former wholesale requirements customers. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to Ameren Illinois for the AMIL Zone, and allocated among the Parties using the GBV Allocator. Under the MISO TOA, Intra-Zonal Revenues are normally treated similar to NITS revenue and would be allocated using the ATRR Allocator. However, the AMIL Zone has received minimal or no Intra-Zonal Revenues in the past and Ameren Illinois agrees to distribute all Schedule 7 and 8 revenue using the GBV Allocator. Ameren Illinois reserves the right to switch Intra-Zonal Revenues to the ATRR Allocator should the Schedule 7 and 8 Intra-Zonal Revenues significantly increase. Ameren Illinois will provide PPI, ATXI, Hoosier, and GridLiance Heartland 60 days' written notice prior to such change.

**Net Revenues:** The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) as calculated under Section 3.3 of this Agreement each month.

**Network Load:** For a given month, each Network Customer's system coincident peak load in the AMIL Zone, as reported by Ameren Illinois and measured in kW. A Party's Network Load may be zero.

**Network Revenues:** Transmission revenues collected under Tariff Schedule 9 for Network Load in the AMIL Zone. Network Revenues are collected by Ameren Illinois on behalf of MISO and allocated among the Parties using the ATRR Allocator.

**Network Revenues Adjustments:** Credit or debit adjustments to Network Revenues made by Ameren Illinois after such revenues have been distributed to the Parties.

**Revenue Share:** The revenues to which each Party is entitled prior to deductions for any transmission charges for serving its load. A Party's Revenue Share includes its share of Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

**Transmission Owner:** A signatory to the Transmission Owners' Agreement that meets the criteria for the term "Owner" set forth therein and that has received approval from the MISO Board of Directors.

**Transmission Owners' Agreement ("TOA"):** Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as Midcontinent Independent System Operator, Inc. FERC Electric Tariff, Fourth Revised Rate Schedule No. 1, or any successor agreement.

**Zonal Facilities Value:** The sum of the Parties' Facilities Values.

**Zonal Revenue Requirement:** The sum of the Parties' Annual Transmission Revenue Requirements.

**Zonal Transmission Rate:** The rate for monthly NITS provided in the AMIL Zone under Tariff Schedule 9.

## ARTICLE II

### RELATIONSHIP AMONG MISO AND THE PARTIES

**2.1 Relationship among MISO and the Parties.** As the Tariff Administrator and independent operator of a regional transmission system that includes the facilities in the AMIL Zone, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to

Ameren Illinois, and Ameren Illinois bills and collects Network Revenues on behalf of MISO in the AMIL Zone. Pursuant to Appendix C of the Transmission Owners' Agreement, Ameren Illinois, as designee to receive revenues allocated to the AMIL Zone, shall distribute such revenues to the Transmission Owners within the AMIL Zone.

**2.2 Relationship of Ameren Illinois, ATXI, PPI, Hoosier, and GridLiance Heartland.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. Ameren Illinois will bill, allocate, and distribute all amounts due to, or owed by, the Parties under this Agreement. PPI, Hoosier, and GridLiance Heartland will pay any amounts owed under this Agreement to Ameren Illinois.

### ARTICLE III

#### REVENUE DISTRIBUTION METHOD

**3.1 Annual Calculations.** On an annual basis, or as otherwise required by the Tariff to reflect changes to a Party's Attachment O or the calculation of its ATRR thereunder, the Parties will update their respective Attachment O templates. Ameren Illinois will use such information to calculate the following:

(a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, Ameren Illinois will calculate the sum of the Parties' Facilities Values. Ameren Illinois will then determine a GBV Allocator for each Party based on the ratio share of that Party's Facilities Value relative to the Zonal Facilities Value.

(b) **Zonal Revenue Requirement; ATRR Allocator.** To determine the Zonal Revenue Requirement, Ameren Illinois will calculate the sum of the Parties' Annual Transmission Revenue Requirements. Ameren Illinois will then determine an ATRR Allocator for each Party based on the ratio share of that Party's Annual Transmission Revenue Requirement relative to the Zonal Revenue Requirement.

**3.2 Distribution of Annual Calculations.** The computations detailed in Section 3.1 above will be calculated annually and recalculated any time there is a change in a Party's Attachment O or the calculation of its ATRR thereunder. Ameren Illinois will distribute these calculations to the other Parties within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

**3.3 Monthly Calculations.** The following computations will be made on a monthly basis:

(a) **Network Revenue Calculation.** Ameren Illinois will calculate Network Revenues each Billing Month due from all Network Load in the AMIL Zone. Network Revenues will include charges for Network Load served by Ameren Illinois, PPI, and Hoosier.

(b) **Inter-Zonal and Intra-Zonal Revenue.** For each Billing Month, Ameren Illinois will receive a revenue file from MISO for the AMIL Zone. Each file will show Inter-Zonal and Intra-Zonal Revenues under Schedules 7 and 8 to be distributed to Transmission Owners in the AMIL Zone.

(c) **Revenue Shares.** To calculate the Revenue Share for each Party, Ameren Illinois will determine the sum of the following three (3) amounts, as illustrated below in Figure 1:

(i) the product of the Inter-Zonal Revenues for the Billing Month and that Party's GBV Allocator;

(ii) the product of the Intra-Zonal Revenues for the Billing Month and that Party's GBV Allocator; and

(iii) the product of the Network Revenues for the Billing Month and that Party's ATRR Allocator.



**Figure 1: Revenue Share (Illustration)**

**Ameren Illinois  
Revenue Share**

=

Ameren  
Illinois  
GBV  
Allocator  
x  
Inter-Zonal  
Revenues

+

Ameren  
Illinois  
GBV Allocator  
x  
Intra-Zonal  
Revenues

+

Ameren  
Illinois  
ATRR  
Allocator  
x  
Network  
Revenues

**ATXI Revenue Share**

=

ATXI  
GBV  
Allocator  
x  
Inter-Zonal  
Revenues

+

ATXI  
GBV Allocator  
x  
Intra-Zonal  
Revenues

+

ATXI  
ATRR  
Allocator  
x  
Network  
Revenues

**PPI Revenue Share**

=

PPI  
GBV  
Allocator  
x  
Inter-Zonal  
Revenues

+

PPI  
GBV Allocator  
x  
Intra-Zonal  
Revenues

+

PPI  
ATRR  
Allocator  
x  
Network  
Revenues

**Hoosier Revenue Share**

=

Hoosier  
GBV  
Allocator  
x  
Inter-Zonal  
Revenues

+

Hoosier  
GBV Allocator  
x  
Intra-Zonal  
Revenues

+

Hoosier  
ATRR  
Allocator  
x  
Network  
Revenues

$$\text{GridLiance Heartland Revenue Share} = \left( \begin{array}{c} \text{GridLiance} \\ \text{Heartland} \\ \text{GBV} \\ \text{Allocator} \\ \times \\ \text{Inter-Zonal} \\ \text{Revenues} \end{array} \right) + \left( \begin{array}{c} \text{GridLiance} \\ \text{Heartland} \\ \text{GBV Allocator} \\ \times \\ \text{Intra-Zonal} \\ \text{Revenues} \end{array} \right) + \left( \begin{array}{c} \text{GridLiance} \\ \text{Heartland} \\ \text{ATRR} \\ \text{Allocator} \\ \times \\ \text{Network} \\ \text{Revenues} \end{array} \right)$$

(d) **Inter-Zonal MISO Adjustments.** Inter-Zonal MISO Adjustments shall be allocated only to a Party who was a Party to this Agreement at the time the revenues requiring the Inter-Zonal MISO Adjustment were earned. The GBV Allocators in effect when the revenues were earned that require the Inter-Zonal MISO Adjustment shall be used to allocate the Inter-Zonal MISO Adjustment. Each month, Ameren Illinois shall review any Inter-Zonal MISO Adjustments and allocate the Inter-Zonal MISO Adjustments to the applicable Party.

(e) **Intra-Zonal MISO Adjustments.** Intra-Zonal MISO Adjustments are applicable only to a Party who was a Party to this Agreement at the time the revenues requiring the Intra-Zonal MISO Adjustment were earned. The GBV Allocators in effect when the revenues were earned that require the Intra-Zonal MISO Adjustment shall be used to allocate the Intra-Zonal MISO Adjustment. Each month, Ameren Illinois shall review any Intra-Zonal MISO Adjustments and allocate the Intra-Zonal MISO Adjustments to the applicable Party.

(f) **Network Revenues Adjustments.** Network Revenues Adjustments are applicable only to a Party who was a Party to this Agreement at the time the revenues requiring the Network Revenues Adjustments were earned. The ATRR Allocators in effect when the revenues were earned that require the Network Revenues Adjustments shall be used to allocate the Network Revenues Adjustment. Each month, Ameren Illinois shall review any Network Revenues Adjustments and allocate the Network Revenues Adjustments to the applicable Party.

(g) **Net Revenues.** To calculate the Net Revenues for each Party, Ameren Illinois will subtract that Party's charges for Network Load, if any, from its Revenue Share, after adding or subtracting (as appropriate) any Inter-Zonal MISO Adjustments, Intra-Zonal MISO Adjustments, and Network Revenues Adjustments for previous months.

**3.4 Monthly Payments.** Unless specifically agreed to by the Parties, the calendar month shall be the standard period for all payments under this Agreement.

(a) PPI will continue to receive monthly NITS invoices from Ameren Illinois. The NITS invoice includes additional charges beyond Transmission Service. Ameren Illinois will include PPI's Net Revenues for the Billing Month on PPI's final NITS invoice. For example, for the June Billing Month, PPI will be invoiced its final NITS amount less its allocated Revenue Share on its invoice received in August. If PPI's net invoice amount is negative, PPI will pay the net invoice amount consistent with the normal Ameren Illinois billing process.

(b) If PPI's net invoice amount is positive, then Ameren Illinois will pay the net invoice amount to PPI by the twentieth (20<sup>th</sup>) day of the month that the final NITS invoice is issued. Remittance shall be made to:

If sent by USPS:     Prairie Power, Inc.  
                              Attn: Accounts Payable  
                              3130 Pleasant Run  
                              Springfield, Illinois 62711

If wire transfer:     Prairie Power, Inc. General Checking  
                              Illinois National Bank  
                              Springfield, IL  
                              ABA: 071109338  
                              Acct: 1463548

(c) Hoosier will continue to receive monthly NITS invoices from Ameren Illinois. The NITS invoice includes additional charges beyond Transmission Service. Ameren Illinois will include Hoosier's Net Revenues for the Billing Month on Hoosier's final NITS invoice. For example, for the June Billing Month, Hoosier will be invoiced its final NITS amount less its allocated Revenue Share on its invoice received in August. If Hoosier's net invoice amount is negative, Hoosier will pay the net invoice amount consistent with the normal Ameren Illinois billing process.

(d) If Hoosier's net invoice amount is positive, then Ameren Illinois will pay the net invoice amount to Hoosier by the twentieth (20<sup>th</sup>) day of the month that the final NITS invoice is issued. Remittance shall be made to:

If sent by USPS: Hoosier Energy Rural Electric Cooperative, Inc.  
Attn: Accounts Payable  
2501 South Cooperative Way P.O. Box 610  
Bloomington, IN 47403

If wire transfer: Hoosier Energy REC, Inc.  
Bank Name: Fifth Third Bank  
Routing Number: 042000314  
Account Number: 7650031326

(e) GridLiance Heartland does not take NITS within the AMIL Zone and does not receive a monthly NITS invoice from Ameren Illinois. Therefore, Ameren Illinois will pay GridLiance Heartland's Net Revenues to GridLiance Heartland by the twentieth (20<sup>th</sup>) day of the month that the final NITS invoices are issued by Ameren Illinois. For example, for the June Billing Month, GridLiance Heartland will receive its Net Revenues from Ameren Illinois by August 20<sup>th</sup>, consistent with when the other Transmission Owners within the AMIL Zone receive their Net Revenues, as stated above. Remittance shall be made to:

If sent by USPS: GridLiance Heartland LLC  
Attn: President and CEO  
201 E. John Carpenter Freeway, Suite 900  
Irving, TX 75062

If wire transfer: GridLiance Heartland LLC  
Bank Name: Bank of Texas  
Routing Number: 111014325  
Account Number: 8096575459

(f) Net Revenues to ATXI. Ameren Illinois will ensure that any Net Revenues for ATXI will be properly reflected and accounted for through Ameren Illinois's and its affiliates' internal accounting processes.

### **3.5 Provision of Information; Annual True-Up.**

(a) Included with each monthly payment distribution or monthly invoice to PPI, Hoosier, and GridLiance Heartland, Ameren Illinois will provide

calculations, based on the then available data, for the Billing Month, including the calculations for Revenue Share and Net Revenues for all Parties, as well as Inter-Zonal Revenues, Intra-Zonal Revenues, and Network Revenues. After receiving the final data for the Billing Month, if need for a true-up is identified, Ameren Illinois will provide supporting detail on the following month's calculations identifying any such true up.

(b) In order to simplify the revenue distribution methodology, Ameren Illinois will use amounts billed by MISO for Schedules 7 and 8 and amounts billed by Ameren Illinois for NITS as amounts collected and to be distributed. If, however, Ameren Illinois is aware of any defaults in payments that affect amounts collected from Transmission Customers, Ameren Illinois will adjust the Net Revenues to reflect such defaults until remedied. Such adjustments to the Net Revenues shall be reflected in the Inter-Zonal MISO Adjustments, Intra-Zonal MISO Adjustments or the Network Revenues Adjustments, as applicable.

**3.6 Data and Records Requirements.** Ameren Illinois will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. ATXI, PPI, Hoosier, and GridLiance Heartland will maintain records substantiating all information provided to Ameren Illinois and documenting all amounts paid or received under this Agreement. The records maintained by all Parties pursuant to this Section 3.6 shall be subject to the audit requirements of Section 8.9.

**3.7 Billing Revisions.** The Parties shall be obligated to disclose to the other Parties any known billing revisions within ten (10) business days of being identified. The Parties agree that any such change, once validated, shall be settled retroactively and an adjustment made to billing consistent with Section 3.3 of this Agreement. Interest (otherwise calculated in accordance with the FERC's regulations at 18 C.F.R. § 35.19a) shall not be applicable to the retroactive payments for billing revisions that are settled per the terms of this provision.

## ARTICLE IV

### TERM AND WITHDRAWAL

**4.1 Effective Date and Transition Provisions.** The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective in the following manner:

- (a) This agreement will be effective and GridLiance Heartland's revenue requirement will be included in the rates in the AMIL Zone, on the date on which GridLiance Heartland first turns over operational control of the GridLiance Heartland transmission facilities to MISO, or such other date as may be required by the relevant Governmental Authority, subject to refund (the "Effective Date"). If the Effective Date should fall on any day of the month other than the first day of the month, revenues will be allocated based upon the proportion of total monthly revenues to the number of days of that month.
- (b) In the event that refunds other than amounts associated with billing revisions under Article 3.7 are owed by PPI, Hoosier, or GridLiance Heartland, such refunds will be remitted to Ameren Illinois with interest in accordance with the FERC's regulations at 18 C.F.R. § 35.19a.

**4.2 Termination.** Subject to the conditions of Sections 4.3 and 4.4, this Agreement will remain in effect after the date of its execution and continue thereafter so long as the rates for service under the Tariff are zonal-based rates, and Ameren Illinois, ATXI, PPI, Hoosier, and GridLiance Heartland are Transmission Owners in the AMIL Zone. This agreement will cease to exist as it relates to a Party that no longer has transmission facilities in the AMIL Zone.

**4.3 Withdrawal from MISO.** A Party may withdraw from this Agreement after such Party has made effective its withdrawal from MISO. Up to and after its withdrawal, the withdrawing Party will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal from MISO, subject to financial settlement for the period ending on the date of termination. If Ameren Illinois withdraws from MISO, Ameren Illinois will negotiate in good faith with ATXI, PPI, Hoosier, and GridLiance Heartland to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally make an application to FERC to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

**4.4 Material Changes to MISO Tariff.** In the event that the Commission approves a change to the MISO Tariff that has a material impact on the revenue-sharing provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this

Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

## ARTICLE V

### OTHER TARIFF SCHEDULES AND CHARGES

**5.1 Revenues Collected Pursuant to Other Tariff Rate Schedules.** Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff rate schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new rate schedules to the Tariff, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

**5.2 Revenues Collected for Wholesale Distribution Service on Distribution Facilities.** Any revenues received by any Party from MISO for Wholesale Distribution Service provided by another Party shall be remitted by the Party receiving the revenue for the Wholesale Distribution Service to the Party providing the Wholesale Distribution Service with no regard for calculations made pursuant to Article III.

## ARTICLE VI

### AMENDMENT AND NEW PARTIES

**6.1 Amendment.** This Agreement may be amended only by a written instrument duly executed by the Parties. No modification to any of the provisions herein will be binding on any Party unless approved in writing by all Parties.

**6.2 New Parties.** In order to share in allocation and distribution of revenues on a comparable basis with the Parties to this Agreement, a new Transmission Owner in the AMIL Zone may become a Party to this Agreement, as amended to include such new Party.

## ARTICLE VII

### DISPUTE RESOLUTION

**7.1 Dispute Resolution Process.** Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of the Parties for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Party. In the event that the Parties are unable to resolve the dispute within sixty (60) days, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

**7.2 Reimbursement.** Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from the original due date determined in accordance with the FERC's regulations at 18 C.F.R. § 35.19a, unless otherwise agreed to by the Parties.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**8.1 Section Headings.** The titles to the sections of this Agreement have been inserted solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of this Agreement.

**8.2 Governing Law, Jurisdiction and Venue.** Except to the extent preempted by the laws of the United States of America, this Agreement shall be interpreted and enforced according to the laws of the State of Illinois, without reference to choice of law rules. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the circuit courts of the state of Illinois.

**8.3 Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the Parties' successors and assigns.

**8.4 Assignment/Delegation.** The rights and obligations of each Party under this Agreement may be assigned, transferred, or delegated to any successor in interest or affiliate of such Party without the consent of the other Parties, but shall not be assigned, transferred, or delegated to any other person, corporation, or entity without prior, express written consent of the other Parties.



**8.5 Delivery of Notices.** Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means. Notices shall be to the respective addresses:

To Ameren Illinois:	Ameren Services Company Attn: Shawn E. Schukar Senior Vice President, Transmission One Ameren Plaza 1901 Chouteau Avenue St. Louis, MO 63103
To ATXI:	Ameren Transmission Company of Illinois Attn: Shawn E. Schukar President One Ameren Plaza 1901 Chouteau Avenue St. Louis, MO 63103
To Hoosier:	Hoosier Energy Rural Electric Cooperative, Inc. Attn: President and CEO 2501 South Cooperative Way Bloomington, IN 47403 Phone: (812) 876-2021 Fax: (812) 876-3476
To PPI:	Prairie Power, Inc. Attn: President and CEO 3130 Pleasant Run Springfield, Illinois 62711 Phone: (217) 245-6161 Fax: (217) 546-8929
To GridLiance Heartland:	GridLiance Heartland LLC Attn: President and CEO

201 E. John Carpenter Freeway, Suite 900  
Irving, TX 75062  
Phone: (469) 718-7044  
Fax: (469) 718-7007

**8.6 Entire Agreement.** This Agreement, including any attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement.

**8.7 Counterparts.** This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

**8.8 Rights Under Sections 205 and 206 of the Federal Power Act.** Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party, a non-party, or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish County, Washington*, 554 U.S. 527 (2008) (the "Mobile-Sierra" doctrine).

**8.9 Audits.** The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement, unless FERC record retention requirements establish a retention requirement longer than 6 years for a Party; if so, the FERC retention requirements shall apply. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

**8.10 Regulatory Approval.** This Agreement is subject to regulatory approvals. In the event that FERC or any other Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

**8.11 Limitations.** Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or Transmission Owners' Agreement, including congestion costs, lost revenue charges, exit fees, and comparable costs.

**8.12 Indemnification.** Each Party shall indemnify and save any other Party harmless from all damages, losses, claims, costs, legal fees, and expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the AMIL Zone, unless caused by the act, omission, or intentional wrongdoing of the Party seeking indemnification.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

Date: February 26, 2019

AMEREN SERVICES COMPANY  
As Designated Agent for  
Ameren Illinois Company  
d/b/a Ameren Illinois

BY: /s/ Shawn Schukar

TITLE: Sr. Vice President

Date: February 26, 2019

AMEREN TRANSMISSION COMPANY OF  
ILLINOIS

BY: /s/ Shawn Schukar

TITLE: President

Date: 2/21/2019

PRAIRIE POWER, INC.

BY: /s/ Eric Hobbie

TITLE: President & CEO

Date: 2/26/2019

HOOSIER ENERGY RURAL ELECTRIC  
COOPERATIVE, INC.

BY: /s/ David W. Sandefur

TITLE: VP Power Supply

Date: 2/20/2019

GRIDLIANCE HEARTLAND LLC

BY: /s/ J. Calvin Crowder

TITLE: PRESIDENT and CEO