JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT
AMONG
UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI,
AMEREN TRANSMISSION COMPANY OF ILLINOIS,
AND
WABASH VALLEY POWER ASSOCIATION, INC.
D/B/A WABASH VALLEY POWER ALLIANCE

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the 19th day of February, 2019, by and among Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri") a Missouri corporation, Ameren Transmission Company of Illinois ("ATXI"), an Illinois corporation, and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance, ("Wabash") a not-for-profit generation and transmission electric cooperative, 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 ("FERC"), 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 Missouri pricing zone (a zone consisting of transmission facilities of Ameren Missouri, ATXI, and Wabash and loads of Ameren Missouri and Wabash, hereinafter referred to as "AMMO 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 Missouri on behalf of MISO. This Agreement also addresses the payments among the Parties for network use of each other's transmission facilities in the AMMO Zone.

WITNESSETH:

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

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

WHEREAS, Wabash is a MISO Transmission Owner, has transmission facilities in the AMMO Zone, and has wholesale load in the AMMO Zone and takes Transmission Service under the MISO Tariff; and

WHEREAS, Wabash anticipates it will begin collecting a revenue requirement in the AMMO Zone effective June 1, 2019; and

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

WHEREAS, revenues under the Tariff for NITS are collected by Ameren Missouri on behalf of MISO for all load in the AMMO Zone, including load served by Ameren Missouri and Wabash; 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 Missouri for the AMMO 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 AMMO 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 Missouri 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 AMMO 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.

Imputed Revenue: Revenue that would be collected from Ameren Missouri if the Ameren Missouri native load reservation paid the AMMO Zone Schedule 9 charge.

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

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7 and 8 for transactions outside of the AMMO Zone that are not Intra-Zonal Revenues. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to Ameren Missouri for the AMMO 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 Missouri.

Intra-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7 and 8 for transactions inside the AMMO 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 AMMO 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 Missouri for the AMMO Zone, and allocated by Ameren Missouri 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 AMMO Zone has received minimal or no Intra-Zonal Revenues in the past and Ameren Missouri agrees to distribute all Schedule 7 and 8 revenue using the GBV Allocator. Ameren Missouri reserves the right to switch Intra-Zonal Revenues to the ATRR Allocator should the Schedule 7 and 8 Intra-Zonal Revenues significantly increase. Ameren Missouri will provide Wabash and ATXI 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 AMMO Zone, as reported by Ameren Missouri 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 AMMO Zone. Network Revenues are collected by Ameren Missouri on behalf of MISO and allocated among the Parties using the ATRR Allocator. Network Revenue includes Imputed Revenue from the Ameren Missouri native load reservation.

Network Revenues Adjustments: Credit or debit adjustments to Network Revenues made by Ameren Missouri 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 AMMO Zone under Tariff Schedule 9.

ARTICLE II

RELATIONSHIP AMONG MISO AND THE PARTIES

2.1 **<u>Relationship among MISO and the Parties.</u>** As the Tariff Administrator and independent operator of a regional transmission system that includes the facilities in the AMMO Zone, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to Ameren Missouri, and Ameren Missouri bills and collects Network Revenues on behalf of MISO in the AMMO Zone. Pursuant to Appendix C of the Transmission Owners' Agreement, Ameren Missouri, as designee to receive revenues allocated to the AMMO Zone, shall distribute such revenues to the Transmission Owners within the AMMO Zone.

2.2 **Relationship of Ameren Missouri, ATXI, and Wabash.** 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 Missouri will bill, allocate, and distribute all amounts due to, or owed by, the Parties under this Agreement. Wabash will pay any amounts owed under this Agreement to Ameren Missouri.

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 Missouri will use such information to calculate the following:

(a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, Ameren Missouri will calculate the sum of the Parties' Facilities Values. Ameren Missouri 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 Missouri will calculate the sum of the Parties' Annual Transmission Revenue Requirements. Ameren Missouri 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 Missouri 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 Missouri will calculate Network Revenues each Billing Month due from all Network Load in the AMMO Zone. Network Revenues will include charges for Network Load served by Ameren Missouri and Wabash, including Imputed Revenue for the Ameren Missouri native load reservation.

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

(c) **Revenue Shares.** To calculate the Revenue Share for each Party, Ameren Missouri 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 Missouri Revenue Share	=	Ameren Missouri GBV Allocator x Inter-Zonal Revenues	+	Ameren Missouri GBV Allocator x Intra-Zonal Revenues	+	Ameren Missouri 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
Wabash Revenue Share	=	Wabash GBV Allocator x Inter-Zonal Revenues	+	Wabash GBV Allocator x Intra-Zonal Revenues	+	Wabash ATRR Allocator x Network Revenues

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

(b) If Wabash's net invoice amount is positive, then Ameren Missouri will pay the net invoice amount to Wabash by the twentieth (20^{th}) day of the month that the final NITS invoice is issued. Remittance shall be made to:

If sent by USPS: Wabash Valley Power Association, Inc.
d/b/a Wabash Valley Power Alliance
Attn: Accounts Payable
6702 Intech Boulevard
Indianapolis, IN 46278

If wire transfer: Wabash Valley Power General Checking
Fifth Third Bank
Cincinnati, OH
ABA: 042000314
Acct: 7654143846

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

3.5 <u>Provision of Information; Annual True-Up.</u>

(a) Included with each monthly payment distribution or monthly invoice to Wabash, Ameren Missouri 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 Missouri 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 Missouri will use amounts billed by MISO for Schedules 7 and 8 and amounts billed by Ameren Missouri for NITS as amounts collected and to be distributed. If, however, Ameren Missouri is aware of any defaults in payments that affect amounts collected from Transmission Customers, Ameren Missouri 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 <u>Data and Records Requirements.</u> Ameren Missouri will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. ATXI, and Wabash will maintain records substantiating all information provided to Ameren Missouri 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 <u>Billing Revisions</u>. 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 Wabash's revenue requirement will be included in the rates in the AMMO Zone, on June 1, 2019, 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 Wabash, such refunds will be remitted to Ameren Missouri with interest in accordance with the FERC's regulations at 18 C.F.R. § 35.19a.

(c) While ATXI has existing transmission facilities in the AMMO Zone, the related revenue requirement is collected under MISO Schedule 26-A. Therefore, ATXI will not receive revenue under this agreement until such time as it has transmission facilities in the AMMO Zone whose revenue requirement must be collected under Schedules 7, 8 and 9 for the AMMO Zone.

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 Missouri, ATXI, and Wabash are Transmission Owners in the AMMO Zone. This agreement will cease to exist as it relates to a Party that no longer has transmission facilities in the AMMO 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 Missouri withdraws from MISO, Ameren Missouri will negotiate in good faith with ATXI, and Wabash 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 AMMO 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 Parties. 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 of the dispute is reached, 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 Missouri, 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 Missouri.

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 Missouri:	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 Wabash:	Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance Attn: Executive Vice President, Transmission & Regulatory Affairs

6702 Intech Boulevard
Indianapolis, IN 46278

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 this Agreement.

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/or 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 AMMO 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 19, 2019

AMEREN SERVICES COMPANY
As Designated Agent for
Union Electric Company
d/b/a Ameren Missouri

BY: ______________________

TITLE: Senior Vice President

Date: February 19, 2019

AMEREN TRANSMISISON COMPANY
OF ILLINOIS

BY: ______________________

TITLE: Chairman and President

Date: 2/19/19

WABASH VALLEY POWER
ASSOCIATION, INC.
d/b/a Wabash Valley Power Alliance

BY: ______________________

TITLE: President & CEO