ORDINANCE NUMBER 773

AN ORDINANCE OF THE VILLAGE OF GREENUP, ILLINOIS APPROVING AND ADOPTING THE WHOLESALE CONNECTION AGREEMENT BY AND BETWEEN THE VILLAGE OF GREENUP, ILLINOIS, ILLINOIS MUNICIPAL ELECTRIC AGENCY, AND AMEREN SERVICES COMPANY, ON BEHALF OF AND AS DESIGNATED AGENT FOR AMEREN ILLINOIS COMPANY

ORDINANCE NUMBER 773

AN ORDINANCE OF THE VILLAGE OF GREENUP, ILLINOIS APPROVING AND ADOPTING THE WHOLESALE CONNECTION AGREEMENT BY AND BETWEEN THE VILLAGE OF GREENUP, ILLINOIS, ILLINOIS MUNICIPAL ELECTRIC AGENCY, AND AMEREN SERVICES COMPANY, ON BEHALF OF AND AS DESIGNATED AGENT FOR AMEREN ILLINOIS COMPANY

WHEREAS, the Illinois Municipal Electric Agency ("IMEA" or the "Agency") is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq. (the "Act") as a municipal power agency, and it provides electric power and energy and related services to its member municipalities that own and operate their own municipal electric utilities and electric distribution systems, including Municipal Utility, as a Load Serving Entity as that term is defined in the Open Access Transmission Tariff, Energy and Operating Reserve Markets Tariff ("Tariff") of Midcontinent Independent System Operator ("MISO") that would otherwise be imposed on the Municipal Utility under the MISO Tariff; and

WHEREAS, the Village of Greenup (the "City"/"Village" or "Municipal Utility") is an Illinois municipality owning and operating a municipal electric utility and electric distribution system which furnishes retail electric service to the public in its service area, and the Village is a member of and purchases its full requirements of power and energy from IMEA under a Power Sales Contract; the service area of the Municipal Utility is surrounded by the transmission footprint of Ameren Illinois Company ("Ameren Illinois") and Municipal Utility's distribution system is and has historically been directly connected to the transmission and distribution systems of Ameren Illinois; and

WHEREAS, Ameren Illinois owns electric transmission and distribution facilities and is engaged in the transmission and distribution of wholesale electric power and energy in the State

of Illinois, and Ameren Services Company ("Ameren Services," collectively with Ameren Illinois to be referred to herein as "Ameren") is a Missouri corporation and is the designated agent for Ameren Illinois, providing it with various intercorporate services; and

WHEREAS, Municipal Utility is a bundled load, as that term is defined in the MISO Tariff, that currently purchases its full electricity requirements, including but not limited to wholesale power supply and delivery service, as a single service from IMEA and as such, the Village is not a customer of Ameren or MISO for transmission, distribution or other related services under the MISO Tariff; and

WHEREAS, IMEA is the transmission service customer (and to the extent applicable, the wholesale distribution service customer) and provides delivery service to Municipal Utility as part of its fully bundled and delivered power supply and as such, IMEA's operations center is and has been the initial and primary point of contact for communications from Ameren and MISO regarding transmission and distribution services involved in the delivery of electric power and energy to such member municipalities, including Municipal Utility; IMEA's engineering department is and has been the initial and primary point of contact for Ameren on matters involving the delivery points of its member municipalities, including Municipal Utility, at the points of connection between the individual member municipal utility systems and the transmission and distribution systems of Ameren Illinois; and IMEA is and will continue to be the initial and primary contact for Ameren for many of the duties of Municipal Utility hereunder including but not limited to planning, scheduling, forecasts, and representation on the operating committee; and

WHEREAS, the Village of Greenup and Ameren intend to identify points of connection between the Municipal Utility System and the Ameren Illinois System that currently exist and to establish certain policies and procedures to govern all existing and future points of connection between the Municipal Utility System and the Ameren Illinois System; such points of connection between the two systems shall be the Delivery Points described in the Wholesale Connection Agreement ("WCA") attached hereto and incorporated herein, which has an initial term commencing on the Effective Date (as defined by the WCA) and continuing thereafter for fifteen

(15) years and which shall be updated from time to time in the future to reflect future connections; and

WHEREAS, Municipal Utility and Ameren Illinois intend to identify existing points of connection between the Municipal Utility System and the Ameren Illinois System (as those terms are defined in the WCA) that were already established in agreements to be superseded by the WCA; and

WHEREAS, based on the foregoing facts, the Village, by this Ordinance, hereby finds and determines that it is necessary, desirable, and in the best interest of the Village to establish certain policies and procedures to govern all existing and future points of connection between the Municipal Utility System and the Ameren Illinois System, including the establishment of requirements, terms, and conditions for the connections of the Municipal Utility System to the Ameren Illinois System, as well as to define the continuing responsibilities and obligations of the Parties with respect thereto and to accept and approve the Wholesale Connection Agreement between the Village, IMEA, and Ameren, and all other actions and related agreements in connection with the implementation thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF GREENUP, ILLINOIS:

Section 1. The findings and determinations set forth in the preamble to this Ordinance are hereby made findings and determinations of the Village Board of Trustees of the Village of Greenup, Illinois and are incorporated into the body of this Ordinance as if set forth in full.

Section 2. The Village Board of Trustees of the Village of Greenup hereby accepts and approves the attached Wholesale Connection Agreement to be executed with Ameren Services and Illinois Municipal Electric Agency; and

Section 3. By this Ordinance, the Mayor of the Village of Greenup, Illinois is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized and directed to attest and seal the WCA, substantially in the form as attached to this Ordinance, which is incorporated herein by reference.

Section 4. By this Ordinance, the Mayor or the Mayor's designee is hereby further authorized to take all steps and execute any and all other documents and agreements reasonably necessary or appropriate to implement and administer the WCA.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the Village Board of Trustees of the Village of Greenup, Cumberland County, Illinois, by an aye and nay roll call vote, with 6 voting aye, Ø voting nay, Ø absent, Ø passing, which meeting was held on the 2 day of November, 2026.

Thomas Baugars

Mayor

Michelle Lyman

Village Clerk

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company,
on behalf of and as designated agent for
Ameren Illinois Company

Dated: 11-02-2026

TABLE OF CONTENTS

Page

ART. 1 DEFINITIONS 3
ART. 2 APPLICATION TO PARTIES 6
ART. 3 EFFECTIVE DATE AND CONDITIONS PRECEDENT 6
ART. 4 PURPOSE AND SCOPE 7
ART. 5 SYSTEM CONNECTIONS 7
ART. 6 OPERATIONS AND MAINTENANCE 10
ART. 7 EMERGENCIES 16
ART. 8 MODIFICATIONS OR OPERATIONAL CHANGES 17
ART. 9 PLANNING INFORMATION AND FORECAST REPORTING 17
ART. 10 METERING AND TELEMETERING 20
ART. 11 GENERATION CONDITIONS AND OPERATIONS 21
ART. 12 REDISPATCH 24
ART. 13 ASSIGNMENT 25
ART. 14 FORCE MAJEURE 26
ART. 15 LIABILITY, INDEMNIFICATION AND INSURANCE 27
ART. 16 BREACH, CURE AND DEFAULT 31
ART. 17 TERM AND TERMINATION OF CONNECTION SERVICE 33
ART. 18 LABOR RELATIONS 34
ART. 19 SUBCONTRACTOR 34
ART. 20 CONFIDENTIALITY 35
ART. 21 DISPUTE RESOLUTION 36
ART. 22 NOTICES AND COMMUNICATIONS 37
ART. 23 MISCELLANEOUS PROVISIONS 39
APPENDIX A – DELIVERY POINTS 46
APPENDIX B –CONFIGURATION AND OPERATING PROCEDURES 47
APPENDIX C–GENERATION FACILITIES 48
APPENDIX D – ONE-LINE DIAGRAMS 50
APPENDIX E – LOSS FACTORS 51
APPENDIX F –SWITCHING ARRANGEMENTS AGREEMENT 52
ATTACHMENT A - Switches for which this Agreement is applicable 53

APPENDIX G – POWER FACTOR IMPROVEMENT 58
ATTACHMENT A – Deficient Power Factor Delivery Points and Improvement Schedule 60
APPENDIX H – DELIVERY POINT STIPULATIONS 62

WHOLESALE CONNECTION AGREEMENT

THIS WHOLESALE CONNECTION AGREEMENT ("Agreement"), is entered into as of the last signature date and is by and between **The Village of Greenup**, an Illinois municipality, **Illinois Municipal Electric Agency**, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and **Ameren Services Company**, a Missouri corporation ("Ameren Services") on behalf of and as designated agent for **Ameren Illinois Company** ("Ameren Illinois") (collectively Ameren Services and Ameren Illinois to be referred to herein as "Ameren"). Village of Greenup, IMEA and Ameren are referred to herein individually as "Party," and collectively as "Parties."

RECITALS:

Ameren owns electric transmission and distribution facilities and is engaged in the transmission and distribution of wholesale electric power and energy; Ameren Services is a wholly-owned subsidiary of Ameren Corporation and an affiliate of Ameren Illinois that provides various intercorporate services to Ameren Illinois; and

The Village of Greenup is an Illinois municipality that owns and operates its own municipal electric utility and distribution system and that provides retail electric service to the citizens and business in its service area ("**Municipal Utility**"); the service area of Municipal Utility is surrounded by the Ameren Illinois transmission footprint and its distribution system is and has historically been directly connected to the transmission and distribution systems of Ameren Illinois; and

Municipal Utility is a Bundled Load, as that term is defined in the Open Access Transmission Tariff, Energy and Operating Reserve Markets Tariff ("**Tariff**") of Midcontinent Independent System Operator ("**MISO**"), that currently purchases its full electricity requirements, including but not limited to wholesale power supply and delivery service, as a single service from Illinois Municipal Electric Agency ("**IMEA**"), and as such Municipal Utility is not a customer of Ameren Services, Ameren Illinois or MISO for transmission, distribution or other related services under the MISO Tariff; and IMEA is a municipal power agency, established under the Illinois Joint Municipal Electric Power Act, that serves the full electric requirements of 32 of the State of Illinois' municipal electric utilities; IMEA provides a fully bundled and delivered wholesale service to its member municipalities, including Municipal Utility, and as such IMEA has assumed the Load Serving Entity (as that term is defined in the MISO Tariff) obligations that would otherwise be imposed on Municipal Utility under the MISO Tariff; IMEA is the customer of Ameren Illinois and MISO for transmission, wholesale distribution and other related services with respect to the electricity delivered to its member municipalities within the Local Balancing Authority of Ameren Illinois, including to Municipal Utility's System for use by end users served by Municipal Utility; and

IMEA is the transmission service customer (and to the extent applicable the wholesale distribution service customer) and provides delivery service to Municipal Utility as part of its bundled power supply; as such, IMEA's operations center is and has been the initial and primary point of contact for communications from Ameren and MISO regarding transmission and distribution services involved in the delivery of electric power and energy to such member municipalities, including Municipal Utility; IMEA's engineering department is and has been the initial and primary point of contact for Ameren on matters involving the delivery points of its member municipalities, including Municipal Utility, at the points of connection between the individual member municipal utility systems and the transmission and distribution systems of Ameren Illinois; and IMEA is and will continue to be the initial and primary contact for Ameren for many of the duties of Municipal Utility hereunder, including but not limited to planning, scheduling, forecasts and representation on the operating committee; and

Municipal Utility and Ameren intend to identify points of connection between the Municipal Utility System and the Ameren Illinois System that were previously established and currently exist and to establish certain policies and procedures to govern all existing and future points of connection between the Municipal Utility System and the Ameren System; Such points of connection between the Municipal Utility System and the Ameren System shall be the Delivery Points described in Appendix A to this Agreement, which shall be updated from time to time in the future to reflect future connections; and

Municipal Utility and Ameren Illinois intend to identify existing points of connection between the Municipal Utility System and the Ameren System, as those terms are defined below, that were already established in agreements to be superseded by this Agreement; and

The Parties intend to establish certain policies and procedures to govern all existing and future points of connection between the Municipal Utility System and the Ameren System; and

The Parties have entered into this Agreement in order to establish the requirements, terms, and conditions for the connections of the Municipal Utility System to the Ameren System, and to define the continuing responsibilities and obligations of the Parties with respect thereto; and

With the development of a new project, the Parties shall enter into a Construction Agreement to establish the terms, conditions and specifications for new construction or a Delivery Point upgrade, and financial obligations associated with, modifications to the Ameren System associated with the connection of the Municipal Utility System and the Ameren System governed by this Agreement; and

The Parties desire to continue service to the existing Delivery Point described in Appendix A to this Agreement and to establish additional Delivery Points from time to time as provided for hereunder; and

The Parties shall cooperate and execute their respective obligations and responsibilities under this Agreement in good faith.

NOW THEREFORE, in consideration of the mutual representations, covenants, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1.

1.1 "Abnormal Condition" means any condition on the Municipal Utility System, the Ameren System, or the systems of other utilities, which is outside normal operating parameters such that facilities are operating outside their normal ratings or reasonable operating limits have been exceeded but which has not resulted in an Emergency. An Abnormal Condition may include, but is not limited to, high or low deviations in voltage, frequency, power flow, equipment temperature, equipment pressures, and other equipment and operating parameters.

1.2 "Affiliate" means, with respect to a corporation, partnership or other entity, an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

1.3 "Agreement" shall mean this Wholesale Connection Agreement by and between the Parties, including all appendices attached hereto, as the same may be amended, supplemented, revised, altered, changed or restated in accordance with its terms.

1.4 "Ameren Illinois Distribution Control Office" shall mean the Ameren Illinois control center for distribution operations in Illinois.

1.5 "Ameren System" shall mean facilities owned by Ameren Illinois.

1.6 "Confidential Information" shall be defined as in Section 20.2.

1.7 "Connection Facilities" or "Connection Facility" are/is the equipment and other facilities installed and owned by a System Owner on its respective side of a Delivery Point, which are necessary to connect the Municipal Utility System and the Ameren System, including protection and control devices, Metering Equipment and all other necessary connection, switching, transmission, distribution, safety, engineering, communication and administrative facilities.

1.8 "Delivery Point(s)" is/are the point or points at which the ownership of the Ameren System ends, and the ownership of the Municipal Utility System begins, as represented and described in each connection description included in Appendix A and as illustrated in the one-line diagrams in Appendix D.

1.9 "Effective Date" shall mean the date on which this Agreement is effective, as determined pursuant to Section 3.1 of this Agreement.

1.10 "Emergency" shall mean a condition or situation (1) that in the reasonable judgment of the System Owner making the claim is imminently likely to endanger, or is contributing to the endangerment of, life or property, or public health and safety; or (2) that, in the case of a System Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Municipal Utility System, the Ameren System, or the electric systems of others to which the Ameren System or Municipal Utility System are directly connected.

1.11 "Environmental Law" shall mean the applicable laws or regulations relating to pollution or protection of the environment or natural resources.

1.12 "FERC" shall mean the Federal Energy Regulatory Commission or its successor.

1.13 "Functional Authority" shall mean the entity that specifically performs or directs someone else to perform detailed switching operations as authorized by the Jurisdictional Authority.

1.14 "Good Utility Practice" shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by an entity in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the System Owners.

1.15 "Governmental/Regulatory Authority" shall mean any federal, state, local, or other governmental agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over a Party; provided, however, that Municipal Utility shall not be considered a "Governmental/Regulatory Authority" for purposes of this Agreement except when Municipal Utility is exercising its governmental or police powers as opposed to its proprietary electric utility functions.

1.16 "Investment Grade Credit Rating" shall mean with respect to any entity an unsecured credit rating (or, if unavailable, an issuer rating or equivalent credit rating) of "Baa3" or better from Moody's and "BBB-" or better from S&P. In case of only a single rating being available, that rating will be used to satisfy the condition in the preceding sentence.

1.17 "Jurisdictional Authority" shall mean the entity in charge of and responsible for directing and coordinating operation of System equipment. This includes complete authority of switching, voltage control, equipment loading, and any other activity pertinent to proper operation, subject to the equipment limitations, and applicable Regulatory Requirements.

1.18 "Metering Equipment" shall include, but is not limited to, state-of-the-art high-accuracy solid-state MW and MWh meters, metering cabinets, meter tanks, metering panels, conduits, cabling, high-accuracy current transformers, and high-accuracy potential transformers which, directly or indirectly, provide input to meters or transducers, metering recording devices (e.g. solid-state data receivers), telephone circuits, signals or pulse dividers, transducers, pulse accumulators, and any other equipment used or to be used in connection with the measurement of the flow of electricity between the Ameren Illinois System and the Municipal Utility System and shall conform to Ameren Illinois' standards for similar installations.

1.19 "MISO" shall mean the Midcontinent Independent System Operator, Inc., or any successor entity(ies).

1.20 "Modification" means any material new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of, the Connection Facilities of either the Municipal Utility System or the Ameren System.

1.21 "Municipal Utility" shall mean the Village of Greenup and its load, electric distribution, or generation within the Local Balancing Authority of Ameren Illinois Company, as defined in the Tariff.

1.22 "Municipal Utility System" shall mean the facilities owned by Municipal Utility on Municipal Utility's side of a Delivery Point.

1.23 "NERC" shall mean the North American Electric Reliability Corporation or its successor.

1.24 "Network Load" shall mean Network Load as defined in the Tariff.

1.25 "Network Resource" shall mean a Network Resource as defined in the Tariff.

1.26 "Operational Change" shall mean any material change in the day-to-day routine, practices or procedures pertaining to the operation of the Connection Facilities of either the Municipal Utility System, or the Ameren System, or a material change to load at or among Delivery Points, excluding any change in connection with either a planned or unplanned outage or an Emergency.

1.27 "Parallel Operation" shall mean the simultaneous operation of any generation in synchronism to the power provided by the Ameren System to the Municipal Utility System at the Delivery Points.

1.28 "Power and Delivery Service Supplier" shall mean IMEA or such other future supplier that is the transmission service customer (and to the extent applicable the wholesale distribution service customer) of Ameren and MISO; that provides delivery service to Municipal Utility as part of its bundled power supply; and that, as a result of being the delivery service supplier, will continue to be the initial and primary contact for Ameren as set forth herein for many of the duties of Municipal Utility hereunder, including but not limited to planning, scheduling, forecasts and representation on the operating committee.

1.29 "Reasonable Efforts" shall mean, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

1.30 "Regulatory Requirements" shall mean any applicable FERC policies including NERC reliability standards or requirements; any applicable Regional Reliability Organization standards or requirements; and any applicable rules or requirements of MISO or a Governmental/Regulatory Authority having jurisdiction over the Parties and the relevant facilities with regard to the subject matter of this Agreement, or any successor to any of these entities.

1.31 "SCADA" means supervisory control and data acquisition equipment.

1.32 "Switching Arrangements Agreement" shall mean an agreement in the form of Appendix F.

1.33 "System" shall mean the transmission facilities, distribution facilities, or both, as applicable, that are owned or controlled by either Ameren or Municipal Utility, as applicable.

1.34 "System Owner" means within the context of the surrounding language of this Agreement, either Ameren Illinois or the Municipal Utility. "System Owners" shall mean both Ameren Illinois and Municipal Utility.

"Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with FERC as it may be amended or superseded from time to time.

ARTICLE 2
APPLICATION TO PARTIES

2.1 The terms of this Agreement, including the Recitals that precede the numbered Articles, which are hereby incorporated into the body of this Agreement, apply to the Parties with respect to the Delivery Point(s).

ARTICLE 3
EFFECTIVE DATE AND CONDITIONS PRECEDENT

3.1 Effective Date. Subject to required regulatory authorizations, including, without limitation, acceptance or approval by FERC under Section 205 of the Federal Power Act, notwithstanding the date set forth in the preamble, this Agreement shall be effective on the date this Agreement is allowed to become effective by FERC. ("Effective Date").

3.2 Regulatory Filing. Ameren Illinois shall tender this Agreement to FERC for filing as a rate schedule within the meaning of 18 C.F.R. Part 35. Municipal Utility shall reasonably cooperate with Ameren Illinois with respect to such filing and shall provide any information reasonably requested by Ameren Illinois, to comply with applicable Regulatory Requirements.

ARTICLE 4
PURPOSE AND SCOPE

4.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions (i) for the connection, operation, and maintenance of the Municipal Utility System and the Ameren System as each affects or may affect the other, (ii) for the connection, operation and maintenance of the Connection Facilities; and (iii) to define the responsibilities and obligations of the Parties to coordinate such connection, operation, and maintenance.

4.2 Transmission Service. Point-to-Point Transmission Service and Network Integration Transmission Service under the Tariff do not fall within the scope of this Agreement. Requests for such service must be directed to MISO.

4.3 Use of Connection Facilities. The Parties acknowledge that the Connection Facilities exist for the purpose of connecting the Municipal Utility System and the Ameren System at one or more Delivery Points.

ARTICLE 5
SYSTEM CONNECTIONS

5.1 Connections. Each existing Delivery Point is identified in Appendix A and illustrated in the one-line diagrams in Appendix D to this Agreement. Each additional Delivery Point that becomes part of this Agreement shall be included in Appendix A and Appendix D by an amendment to this Agreement. Such amendment to this Agreement shall not be unreasonably withheld, conditioned, or delayed. The appropriate geographical reference, a description of the facilities and any applicable special terms and conditions shall be stated in the Delivery Point description.

5.2 Modification, Removal or Additions. Modifications, removal or additions to Connection Facilities may be recommended by any Party to the other Party at any time and, subject to any necessary regulatory approval, shall become part of this Agreement upon mutual agreement of the Parties, which agreement by each Party shall not be unreasonably withheld, conditioned, or delayed.

5.3 System Protection for New Delivery Points. When a new Delivery Point is from a tap of an Ameren Illinois line, a protective device on the Municipal Utility's side of the tap point or within five-hundred (500) feet of the Municipal Utility's side of the tap point will be required to be installed, with cost responsibility determined in the Construction Agreement filed or to be filed at FERC for each new Delivery Point, if applicable. The type of protective device that shall be installed is at the discretion of Municipal Utility, subject to approval by Ameren Illinois, which approval shall not be unreasonably withheld, conditioned, or delayed.

When a new Delivery Point is a connection directly to facilities within an Ameren Illinois substation, a dedicated breaker or other type of interrupting device (e.g. circuit switchers, fuses, etc.) approved by Ameren Illinois is required; provided however, such approval shall not be unreasonably withheld, conditioned, or delayed. Cost responsibility for this interrupting device, or with any other Ameren Illinois-approved device, and for all associated equipment, including maintenance shall be determined in the Construction Agreement filed or to be filed at FERC for each new Delivery Point, if applicable. All protection equipment (other than grandfathered protection equipment listed in Appendix B) located within an Ameren Illinois substation shall be owned, operated, and maintained by Ameren Illinois.

5.4 System Protection for Existing Delivery Points. Municipal Utility is required to install or modify (if existing) a fault-isolating device (within a reasonable period of time) for each Delivery Point where at least one of the conditions in Subsections 5.4.1, 5.4.2 or 5.4.3 is met. However, the Parties acknowledge and agree that as of the Effective Date, none of the Delivery Points set forth in Appendix A have met any of the conditions set forth in Subsections 5.4.1, 5.4.2 and 5.4.3. In circumstances where conditions in subsections 5.4.1. 5.4.2, or 5.4.3 do not adversely impact Ameren Illinois system or disrupt service to other Ameren Illinois customers, as identified in Appendix B, no modifications or alternation shall be required.

5.4.1 The Ameren Illinois-owned line breaker located at the Ameren Illinois substation upstream from the Delivery Point cannot adequately clear a fault on Municipal Utility's line section.

5.4.2 An extension to the existing Delivery Point must be exceptionally long in length or pass through woodlands or terrain that will likely cause an interruption to the entire Ameren Illinois line.

5.4.3 The Delivery Point has experienced two (2) or more outages lasting longer than one (1) minute in duration during the most recent three (3) consecutive year period caused by events on the Municipal Utility System.

5.5 Lightning Protection. Each System Owner shall be responsible for providing lightning protection on its respective System consisting of static wire or lightning arresters and associated equipment for any line section that either System Owner reasonably believes could cause a disturbance resulting in an outage for the other System Owner's facilities. If a lightning arrester is used as the primary means of lightning protection, the lightning arrester installation shall meet or exceed Ameren Illinois's standards for design and installation of lightning arresters.

5.6 Disconnect Switches. Up to three (3) line disconnect switches may be required for the establishment of a new Delivery Point, or for Modifications to an existing Delivery Point requested by Municipal Utility, on an existing high-voltage distribution 69 kV or 34.5 kV circuit.

5.6.1 Main Line Switches. Two (2) three-phase, gang-operated disconnect switches shall be located in the main line on either side of the Delivery Point for each new Delivery Point or for Modifications to an existing Delivery Point requested by

Municipal Utility and shall be owned by Ameren Illinois ("Main Line Switches"). Municipal Utility shall bear all costs associated with the Main Line Switches as determined in the Construction Agreement filed or to be filed at FERC for each new Delivery Point or Modification to an existing Delivery Point, if applicable. Ameren Illinois shall operate the Main Line Switches, except as permitted under one or more Switching Arrangements Agreements between Ameren Illinois and Municipal Utility. The two (2) Main Line Switches are required unless Ameren Illinois waives this requirement due to existing switches located in close proximity. Municipal Utility acknowledges that additional outages may occur, with unforeseen outage durations, if Ameren Illinois waives this two-switch requirement and Municipal Utility agrees that maintenance in accordance with Good Utility Practice shall be performed from time-to-time on the Main Line Switches. Only one (1) Main Line Switch shall be required on the Ameren Illinois line for a radial line or feeder that is not designed for looped operation. This Main Line Switch shall be required on the downstream side of the tap point to facilitate sectionalizing to restore service following an outage or to perform System maintenance.

5.6.2 Municipal Utility Tap Switch. One (1) additional switch shall be owned by Municipal Utility and located on its side of the tap for each new Delivery Point or for Modifications to an existing Delivery Point requested by Municipal Utility (the "Municipal Utility Tap Switch"). Municipal Utility shall bear all costs associated with the Municipal Utility Tap Switch, including, but not limited to, its purchase, installation, and maintenance. The Municipal Utility Tap Switch shall be capable of adding full load-break capability in the future. For all new Delivery Points, the Municipal Utility Tap Switch shall be three (3) phase gang-operated and shall be used to isolate the Municipal Utility System from the Ameren System. The Municipal Utility Tap Switch shall be located within two (2) spans of the Ameren Illinois main line, unless access to the Municipal Utility Tap Switch cannot be accommodated within such a two-span distance, thereby requiring installation of the Municipal Utility Tap Switch beyond two spans from the Ameren Illinois main line but within close proximity to the Ameren Illinois main line. Municipal Utility shall install, own and maintain all line conductor (and intervening poles, if required) on its side of Ameren Illinois' main line, starting at Ameren Illinois' tap pole/structure. The point at which ownership changes shall be at the dead-end clamp at the Ameren Illinois-owned tap pole or structure. Ameren Illinois is responsible for approval and oversight of the connection of Municipal Utility's conductor to Ameren Illinois' tap pole/structure and of the location of the Municipal Utility Tap Switch. The Municipal Utility Tap Switch may be operated by either Ameren Illinois or the Municipal Utility and will be equipped with a means of locking the device in the open position with locking mechanism installed, enabling operation by either Ameren Illinois or the Municipal Utility. Although Municipal Utility shall be the Functional Authority for the Municipal Utility Tap Switch, Ameren Illinois shall always have the right to operate this Municipal Utility Tap Switch in case of Emergency, or other situations as coordinated between the Parties. At existing Delivery Points, if a locking mechanism is installed which does not provide for operation by Ameren Illinois during such situations, Ameren Illinois

shall have the right to forcibly remove any existing Municipal Utility lock to enable operation by Ameren Illinois in Emergency situations. In such instances, Ameren Illinois shall install its own lock to secure the switch in the open position and coordinate removal of its lock with Municipal Utility upon returning the Delivery Point to normal operation. The Municipal Utility Tap Switch shall be given its own unique identifying number which shall be clearly visible on the Municipal Utility Tap Switch structure. The number shall be confirmed by Ameren Illinois to avoid potential duplication.

5.6.3 Switching Duties. Ameren Illinois shall be responsible for analyzing the 69 kV and 34.5 kV circuits' switching duties at each Delivery Point to determine if standard air-break switches can break loop or charging current, and whether full load-break capability is needed at each Delivery Point. If Ameren Illinois reasonably determines that full-load break switches are required, the type and extent of such Modification to be installed at the subject Delivery Point shall be as agreed to by the Parties.

5.6.4 Jurisdictional and Functional Authority. Ameren Illinois shall maintain exclusive Jurisdictional Authority over the Main Line Switches and the Municipal Utility Tap Switches. Ameren Illinois will maintain exclusive Functional Authority over the Main Line Switches. Municipal Utility will maintain Functional Authority over the Municipal Utility Tap Switches. The Parties will honor any hold tags or other safety clearance identifiers applied to or displayed on a switch.

ARTICLE 6
OPERATIONS AND MAINTENANCE

6.1 System Owner Obligations. Each System Owner shall construct, operate and maintain their respective Systems and Connection Facilities in accordance with Good Utility Practice and subject to the applicable procedures and requirements of the respective System Owner, the Tariff, if applicable, and all applicable Regulatory Requirements. Each System Owner shall have electric facilities or contractual arrangements adequate to serve its own load and neither System Owner shall be obligated to receive or deliver real or reactive power when to do so might introduce Abnormal Conditions on its electric transmission or distribution System. Either System Owner may install and operate on its electric System such relays, disconnecting devices, and other equipment, as it may deem appropriate for the protection of its electric System, as long as the other System Owner is not detrimentally impacted. Except as may be necessary and appropriate in an Emergency, all operating arrangements where applicable shall be coordinated with, and consistent with, the practices of the MISO. This Agreement does not obligate either System Owner to receive or provide any service not expressly provided for herein. The Parties are each responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party. Except as mutually agreed to in writing by the System Owners, cost responsibility for Modifications and Operational Changes will be determined in accordance with Section 8.2.

6.2 Switching, Tagging, and Blocking Rules. Each System Owner shall abide by their respective switching, tagging and blocking rules for obtaining clearances for work or for switching operations at the Connection Facilities.

6.3 Switching Arrangements Agreement. Each System Owner may designate certain switches below 100kV to be operated by the other System Owner as may be mutually beneficial. The System Owners shall both be in agreement as to which switches shall be so designated and each switch so designated shall be listed in Attachment A to Appendix F to this Agreement; provided, however, that the System Owners may amend or modify the list of covered switches in Attachment A to Appendix F from time to time as provided for in Appendix F. With respect to such switches, the System Owners shall abide by the provisions of Appendix F, Switching Arrangements Agreement, of this Agreement. The Switching Arrangements Agreement under this Section 6.3 and Appendix F may be cancelled at any time by written notice by either System Owner subject to approval by FERC.

6.4 Preventive and Corrective Maintenance Outages.

6.4.1 Planning and Scheduling. In accordance with Good Utility Practice and applicable Regulatory Requirements, and as may be provided in Appendix B of this Agreement, and in order to facilitate maintenance or reliability of the Municipal Utility System and the Ameren System, the Parties shall confer regularly to coordinate the planning and scheduling of preventive and corrective maintenance of, and Modifications and Operational Changes to, the Connection Facilities that might reasonably be expected to affect the operation of the Ameren System or the Municipal Utility System. Absent an Emergency or a contrary directive from MISO, the System Owners shall coordinate their respective schedules for any such activities and will, to the extent practicable and appropriate under the circumstances, give reasonable consideration to, among other things, the impact of the schedule on the operations of the other System Owner's System; provided, however, that no System Owner shall be obligated to schedule such activities to coincide with another System Owner's scheduled outages, except to the extent required by the MISO. Since Power and Delivery Service Supplier is the transmission service customer (and to the extent applicable the wholesale distribution service customer) and provides delivery service to Municipal Utility as part of its bundled power supply, Power and Delivery Service Supplier shall be the initial and primary contact on behalf of Municipal Utility for the foregoing.

6.4.2 Unplanned Interruptions. The connections provided under this Agreement may be interrupted or reduced upon such notice as is reasonable under the circumstances (a) by operation of automatic equipment installed for power system protection, or (b) at any time when, in the sole judgment of the interrupting Party, such action is necessary to preserve the integrity of, or to prevent or limit any instability on, or to avoid or mitigate an undue burden on, its electric System.

6.4.3 Planned Interruptions. Except as provided in Subsection 6.5.1 of this Agreement, when a System Owner deems it desirable for installation, maintenance, inspection, repairs or replacements of equipment, the connections provided under this Agreement may be scheduled for interruption or reduction only after consultation with the other System Owner, such notice to include the expected duration of the interruption, if known. The System Owners shall coordinate any such interruptions in a good faith, nondiscriminatory manner. The curtailment, interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice.

6.5 Inspections, Testing, Disconnection, and Voltage Support.

6.5.1 Inspections. Each System Owner shall perform routine inspection and testing of their equipment on their respective Connection Facilities in accordance with Good Utility Practice, applicable Regulatory Requirements, and any applicable requirements of the MISO, as may be necessary to ensure the continued connection of the Municipal Utility System and Ameren System in a safe and reliable manner. The System Owners shall work together to develop a routine testing schedule and scope that meets the needs of the System Owners.

6.5.2 Right to Observe Testing. Each System Owner shall have the right to observe (witness) the testing of the testing System Owner's Connection Facilities, the performance of which may reasonably be expected to affect the reliability of the observing System Owner's System. The testing System Owner shall notify the other System Owner in advance of such testing unless, in the testing System Owner's reasonable judgment, the testing must be performed immediately, in which case the testing System Owner shall provide notice as soon as practicable. The observing System Owner may have a representative attend and be present during such testing. For all routine tests, the testing System Owner must give at least five (5) days verbal or written notice to witnessing System Owner to allow for scheduling. If appropriate individuals cannot be scheduled to witness the test, an alternative date will be mutually agreed upon. Regardless of whether or not meter tests are witnessed, the testing System Owner shall send the meter test results by electronic mail as soon as practicable to the other System Owner. Written test results may be requested and provided to the requesting System Owner; however, no System Owner shall be obligated to provide written test results if it does not receive a request within three (3) months after a testing date. Power and Delivery Service Supplier shall be the initial and primary contact on behalf of Municipal Utility for the foregoing and may attend all such testing.

6.5.3 Observation of Deficiencies. If any System Owner observes any condition it believes may be inconsistent with Good Utility Practice with respect to a System Owner's Connection Facilities that might reasonably be expected to adversely affect the observing System Owner's System, the observing System Owner shall notify the other System Owner. Notwithstanding the foregoing, no System Owner

shall be relieved from liability for adversely affecting another System Owner's System due to the observing System Owner's failure to give such notice.

6.6 Disconnection. In the event of an Emergency, a System Owner may disconnect the Connection Facilities for so long as is necessary under Good Utility Practice, applicable Regulatory Requirements, or any applicable requirements of the MISO including the period of time necessary to establish the reconnection of the Connection Facilities.

6.7 Planned Outage. In the event of a planned outage of either System Owner's System that may adversely affect the other System Owner with respect to its System, the System Owner causing the outage will use efforts consistent with Good Utility Practice, specific requirements as may be provided in Appendix B to this Agreement (as applicable), and applicable Regulatory Requirements to restore the System to service in accordance with its schedule for the work that necessitated the planned outage. The System Owners shall coordinate any such outages in a good faith, nondiscriminatory manner.

6.8 Access Rights. Upon reasonable notice by a System Owner, and subject to any required or necessary regulatory approvals, a System Owner (the "Granting Party") shall furnish at no cost to the other System Owner (the "Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents, or any Affiliate, that are necessary to enable the Access Party and its employees and duly-authorized representatives to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) connect the Connection Facilities; (ii) operate and maintain the Connection Facilities; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this Agreement. In utilizing such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to all applicable Regulatory Requirements, safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

6.9 Voltage Support. Per Delivery Point, Municipal Utility shall plan for and take steps to maintain the power factor of the delivered energy in the following range: 95% lagging to 95% leading ("+/- 95%") during monthly peak demand periods of operation for the Ameren System ("Peak Demand Periods") and while the Municipal Utility System beyond the Delivery Point is configured normally. Municipal Utility also may be required to maintain +/- 95% power factor for one or more specific Delivery Point(s) during other specific hours of operation other than Peak Demand Periods, if Ameren Illinois reasonably determines that operation outside the +/- 95% range results in unacceptable operating conditions on the Ameren System during such hours. Each year the System Owners will discuss the power factor requirement and, if the factor is outside the required +/- 95% range at any Delivery Point on more than an infrequent basis, the deficient Delivery Point(s) will be modified as soon as possible by the Municipal Utility. In reasonably determining whether a Delivery Point power factor is outside of acceptable tolerance, and in developing the plan for modification to correct the power factor issue, Ameren Illinois shall give consideration to whether Municipal Utility's multiple Delivery Points served by the same Ameren Illinois line can mitigate any potential harm to the Ameren System by balancing power factor across the Delivery Points. If any Delivery Point is not within the +/- 95% range upon the Effective Date of this Agreement, Ameren Illinois and Municipal Utility will begin the

process of completing Appendix G, Power Factor Improvement, to document each Delivery Point with a deficient power factor, and will determine a deadline by which the power factor at each such Delivery Point will be brought within the specified range, such deadline not to exceed a three (3) year time span. System Owners acknowledge that certain system segments at Delivery Points may not appear in compliance with the +/- 95% power factor at the time of measurement of such power factor due to factors associated with distributed generation located behind the meter or other factors; and such segments do not pose system reliability threats, and shall be exempt from the remedial actions provided in this paragraph 6.9, if identified and described in Appendix B. If Municipal Utility does not provide and implement a plan, as reasonably approved by Ameren Illinois, to supply the necessary reactive compensation and control for the Municipal Utility's Delivery Point(s) to comply with the objectives described in this Section 6.9 and Appendix G, Ameren Illinois shall have the unilateral right to install on the Ameren System equipment, including, but not limited to, reactive transient response equipment, at Municipal Utility's expense; provided however, that any such unilateral action taken by Ameren Illinois shall not prejudice or act as a waiver of Municipal Utility's right to challenge Ameren Illinois' unilateral action, including the need for the unilateral action or the cost and scope of the unilateral action, or the Municipal Utility's cost responsibilities. For the purpose of calculating Delivery Point power factor for compliance with this section, the net hourly kW output of Municipal Utility-owned (or Power and Delivery Service Supplier-owned) behind the Delivery Point generation (as identified in Appendix C), when operated at unity power factor during a monthly peak period, shall be added to the hourly kW load measured for that monthly peak period at the Delivery Point to which the generation is paralleled.

6.10 Isolation of Delivery Points. If any of the Connection Facilities become isolated from the Ameren System or Municipal Utility System, Municipal Utility shall contact and receive approval, which approval shall not be unreasonably withheld, conditioned or delayed, from the Ameren Illinois Distribution Control Office by telephone before reconnecting the Connection Facility(ies) to the Ameren System. Such approval shall be based on determination that the Ameren System can accommodate the Connection Facility operating in parallel, consistent with Good Utility Practice, as was the case prior to isolation.

6.11 Voltage Regulation. The System Owners shall adopt standard service voltages of 138 kV, 69 kV, 34.5 kV, 12.47 kV, or 4.16 kV, as applicable, and Ameren Illinois shall maintain the service voltage within the allowable variations from that value at all times. Voltage variations as measured at any Delivery Point shall not exceed 10% above or below the service voltage for a longer period than two minutes in each instance. The System Owners may mutually agree to a voltage variance standard less than as provided in the previous sentence for individual Delivery Points if reasonably required, in which case such voltage variance standard shall be codified for each applicable Delivery Point in Appendix B. Variations of voltage in excess of those specified above shall not be considered a violation of this Section 6.11 if caused: i) by operations of a Municipal Utility's customer in violation of an agreement Municipal Utility's customer has with Municipal Utility or in violation of the ordinance, policies, rules, or municipal code provisions as applicable of Municipal Utility; ii) by the operation of an apparatus on Municipal Utility's customer's premises that results in large inrush currents; iii) by infrequent and unavoidable fluctuations of short duration due to System operation; or iv) by acts of nature or other situations beyond Ameren Illinois' or Municipal Utility's control.

6.12 Load Characteristics. All equipment installed on the Ameren Illinois distribution system or Municipal Utility System shall have operating characteristics that enable Ameren Illinois to maintain a satisfactory standard of service to Ameren Illinois' customers in the immediate area. In cases of high motor-starting current for loads on the Municipal Utility System resulting in harmonic distortions or significant loads with wide and/or frequent fluctuations, Municipal Utility shall install at its cost, on its side of the Delivery Point, all corrective equipment necessary to rectify any such harmonic distortions or wide and/or frequent load fluctuations. If, after notice by Ameren Illinois to Municipal Utility, Municipal Utility does not voluntarily comply with installing corrective equipment, Ameren Illinois shall have the right to install corrective equipment on the Ameren Illinois side of the Delivery Point at the Municipal Utility's sole expense and shall require Municipal Utility to bear the cost of any subsequent additions to or replacement of such equipment, whenever future installations occur. In cases of high motor-starting current for loads connected directly to the Ameren System resulting in harmonic distortions or significant loads with wide and/or frequent fluctuations, Ameren Illinois shall install at its cost, on its side of the Delivery Point, all corrective equipment necessary to rectify any such harmonic distortions or wide and/or frequent load fluctuations. Failure of Municipal Utility to comply with the operating characteristics outlined in this Section 6.12 shall constitute grounds for the disconnection of electrical service at the non-compliant Delivery Point until such time as the corrective equipment is installed, either by Municipal Utility or Ameren Illinois. All Municipal Utility connections to the Ameren System should comply with the recommended practices outlined in the latest version of IEEE Standard 519 to limit harmonic voltage and current waveform distortion.

6.13 Data Acquisition. The System Owners each shall provide such communication, telemetering and load control facilities as may be individually determined as necessary for the proper and efficient interconnected operation of their respective Systems. The System Owners shall cooperate with each other so as to assure coordination of the design of, and shared communication of the data from, such mutually-beneficial data-acquisition facilities. Each System Owner, shall be responsible at its own expense for the installation, operation, and maintenance of its data-acquisition equipment as described in this Section, provided that Municipal Utility shall be responsible for costs incurred by Ameren Illinois associated with data acquisition equipment installed, operated, and maintained by Ameren Illinois which exists solely for Municipal Utility's benefit.

6.14 Cyber Security Protections. Each Party is responsible for the identification and cybersecurity protection of all data-acquisition, communication, telemetering and load-control equipment or other facilities it installs. Each Party shall ensure protections are consistent with NERC Critical Infrastructure Protection Standards and requirements applicable to each Party's facilities, or any successor cyber security standards thereto ("NERC CIPS"). Each Party shall operate and maintain any such equipment or facilities as may be required by NERC CIPS.

ARTICLE 7
EMERGENCIES

7.1 Generally. The System Owners each agree to comply with: (i) applicable MISO emergency procedures, (ii) the Parties' respective emergency procedures, as applicable, for implementing applicable Regulatory Requirements, and (iii) each System Owner's operating commitments, as applicable, with respect to Emergencies, and to comply with directives issued thereunder.

7.2 Notice. The Parties shall provide each other with Emergency contact information as designated in Article 22 of this Agreement which may be updated from time to time by the Parties ("Emergency Contact"). The System Owners shall provide prompt oral notification of an Emergency that may reasonably be expected to affect the operation of either System Owner's System, to the extent the notifying System Owner is aware of the Emergency. Such notification shall describe, as known, the Emergency, the extent of any damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

7.3 Immediate Action. In the event of an Emergency, when the System Owner becomes aware of such Emergency, such applicable System Owner may, in accordance with Good Utility Practice and using its reasonable judgment, take such action with respect to its own facilities and may request reasonable action(s) with respect to the other System Owner's Connection Facilities as is reasonable and necessary to prevent, avoid, or mitigate injury, danger and/or loss of life or property. Each System Owner shall, consistent with Good Utility Practice, take whatever actions or inactions each System Owner deems necessary during an Emergency, including, without limitation, to request and comply with directives of MISO, in order to: (i) preserve public health and safety; (ii) preserve the reliability of each System Owner's System; (iii) limit or prevent damage; and (iv) expedite restoration of service. Neither System Owner shall be liable to the other System Owner for any action it takes in responding to an Emergency so long as such action is made in good faith and consistent with Good Utility Practice, and applicable Regulatory Requirements.

7.4 Abnormal Conditions. To the extent either System Owner is aware of any Abnormal Condition, such System Owner, subject to the satisfaction of and compliance with applicable Regulatory Requirements, will make Reasonable Efforts to promptly notify the other System Owner's Emergency Contact of such Abnormal Condition if it may reasonably be expected to affect the other System Owner's operation of its System. However, the failure of either System Owner to provide notice in conformance with this Section 7.4 shall not constitute a material breach of this Agreement.

7.4.1 Mitigation or Elimination. To the extent necessary, each System Owner agrees to cooperate and coordinate with the other System Owner in taking whatever corrective measures are necessary to mitigate or eliminate the Abnormal Condition, including, to the extent necessary, adjusting operation of equipment to within its rated operating parameters, provided such measures are consistent with Good

Utility Practice, and applicable Regulatory Requirements, and do not require operation of any of the System Owner's electric facilities outside their operating limits. In the event that excessive power flow or reactive flow, or both, exists on or near a Delivery Point, and in the event both System Owners agree on the corrective measures necessary to eliminate or control such flow(s), the System Owners will coordinate the execution of such corrective measures; provided, however, that the terms of the MISO Tariff shall govern, where applicable. Each System Owner reserves the right to curtail, isolate or disconnect from the other System Owner consistent with Good Utility Practice and as provided in Section 6.4.2 if it believes that an Abnormal Condition may cause damage to its Connection Facilities. Each System Owner agrees to use Reasonable Efforts to notify the other System Owner prior to curtailment, isolation or disconnection of such System Owner's Connection Facilities.

ARTICLE 8
MODIFICATIONS OR OPERATIONAL CHANGES

8.1 Notice. In the event either System Owner plans to undertake Modifications or Operational Changes to its Connection Facilities described in Appendix B or is aware of events or connections to its System that reasonably may be expected to affect the other System Owner's System, the initiating System Owner shall provide the other System Owner with at least ninety (90) days' advance notice of the desired Modifications or Operational Changes to its Connection Facilities. The initiating System Owner shall supply the other System Owner with appropriate specifications and drawings. The nature and schedule of work for performing such Modifications, or the nature of the Operational Changes shall be subject to review and acceptance by the other System Owner, which review and acceptance shall not be untimely nor unreasonably withheld, conditioned or delayed, to ensure that such Modifications or Operational Changes (i) will not adversely affect a System Owner's System, or other facilities, and (ii) are consistent with Good Utility Practice. Subject to all applicable Regulatory Requirements, the suitability and the responsibility for the safe and adequate design, operation and maintenance of the initiating System Owner's facilities shall be and remain the sole obligation of the initiating System Owner.

8.2 Cost Responsibility. Once the Modifications and nature of the Operational Changes have been agreed to by the System Owners pursuant to Section 8.1 hereof, the System Owners shall set forth the agreed upon allocation of cost associated with such Modifications and Operational Changes in the Construction Agreement filed or to be filed at FERC, including system expansion charges if applicable.

ARTICLE 9
PLANNING INFORMATION AND FORECAST REPORTING

9.1 Information Reporting Obligations. Subject to applicable Regulatory Requirements and/or confidentiality agreements, each Party shall, in accordance with Good Utility Practice, work with the other Party regarding the transfer of information which may reasonably be

necessary to support the reliability of each System Owner's facilities. Power and Delivery Service Supplier shall be the initial and primary contact on behalf of Municipal Utility for the foregoing and may attend all such testing.

9.2 Annual Planning Network Load Forecast. Municipal Utility will coordinate with Power and Delivery Service Supplier to provide to Ameren Illinois, by:

9.2.1 October 1st of each year, a good faith forecast, consistent with Good Utility Practice and applicable Regulatory Requirements, of monthly and annual peak Network Load for each Delivery Point, in MW, for the next calendar year and annual peak Network Load, in MW including power factors, for each of the following ten (10) calendar years. Such forecasts should include the amount of Distributed Energy Resources (DER) for each Delivery Point with DERs sized 1 MVA and higher, interconnected directly on the Municipal Utility's System including applicable DER power factors and aggregated name plate ratings by DER type as specifically recommended by the MISO Reliability Planning Model Requirement and Reporting Procedures or their successor business practices or standards as those may be amended from time to time or as specifically required by a Governmental/Regulatory Authority. Any notable specific exception to this process shall be documented in Appendix B herein;

9.2.1.1 Notwithstanding the provisions of Section 9.2.1 requiring a forecast for each Delivery Point, the Parties agree to the stipulations outlined in Appendix H of this Agreement and that the forecast for Member's Delivery Points can be provided in aggregate.

9.2.2 July 1st of each year, a revision of the forecasts provided pursuant to Section 9.2.1.

9.2.3 The forecasts provided pursuant to subsections 9.2.1, 9.2.2 and this 9.2.3 shall be supplied in a mutually agreeable format. To the extent Municipal Utility becomes aware of changes to the monthly and/or annual peak Network Load during the period between two annual planning Network Load forecasts, Municipal Utility shall provide notice of such changes to Ameren Illinois as soon as practicable.

9.2.4 The forecasts provided pursuant to subsections 9.2.1, 9.2.2, and 9.2.3 are for planning and modeling purposes only, and not for Planning Reserve Margin Requirements (PRMR), Load Serving Entity Resource Adequacy Requirements (RAR), or billing purposes. The Parties recognize that the forecasts provided hereunder will differ from the forecasts that the Power and Delivery Service Supplier submits to MISO for PRMR, RAR and/or billing purposes.

9.3 Annual Planning Network Transmission Facilities. If requested by Ameren Illinois, Municipal Utility shall provide to Ameren Illinois, within 30 days of such request, any planned internal transmission facilities on the portion of the Municipal Utility System connected to the Ameren System, including lines, transformers, reactive equipment, for each of the ten (10) subsequent calendar years.

9.4 Technical Data Format. If requested by Ameren Illinois, Municipal Utility shall by October 1st of each year or within 30 days of such request, whichever is later, provide to Ameren Illinois the best available data associated with its Network Loads requested in Section 9.2 and electrical facilities for modeling purposes requested in Section 9.3 in a mutually agreeable format.

9.5 Annual Planning Maintenance Schedules and Planned Outages.

9.5.1 Facilities Operated at 100 kV or Above. Municipal Utility shall provide to Ameren Illinois at least 15 days' advance notice of any planned maintenance outage on the Municipal Utility System operated at 100 kV or above when such outage is expected to affect the Ameren System, or for which Municipal Utility requires coordination with, or electrical clearance from, Ameren Illinois. Thereafter, Municipal Utility shall obtain concurrence from Ameren Illinois Distribution Control Office at least 72 hours before beginning any scheduled maintenance or electrical switching on the Municipal Utility System or to a Municipal Utility Network Resource. Municipal Utility shall notify and coordinate electrical clearance with Ameren Illinois Distribution Control Office prior to re-energizing the System component or Network Resource. The 72-hour notification is a standard requirement of Ameren Illinois, but at Ameren Illinois' reasonable discretion, a notification of less than 72 hours may be permitted on a case-by-case basis upon review. Municipal Utility shall notify Ameren Illinois Distribution Control Office as soon as practicable following the occurrence of any unscheduled or forced outages on the Municipal Utility System or of a Network Resource of Municipal Utility and provide follow-up notification when such unscheduled or forced outages are resolved.

9.5.2 Facilities Operated at Less Than 100 kV. Municipal Utility shall obtain concurrence from Ameren Illinois Distribution Control Office, at least 48 hours before beginning any scheduled maintenance on the Municipal Utility System, a Network Resource of Municipal Utility, or a Municipal Utility substation, when such maintenance is expected to affect the Ameren System, require electrical clearance from Ameren Illinois, or cause Municipal Utility load to be transferred to an alternate source from the Ameren System. Municipal Utility shall notify and coordinate release of electrical clearance with Ameren Illinois Distribution Control Office prior to re-energizing the Municipal Utility System component, Network Resource, or Municipal Utility substation. The 48-hour notification is a standard requirement of Ameren Illinois, but at Ameren Illinois' reasonable discretion, a notification of less than 48 hours may be permitted on a case-by-case basis upon review. Municipal Utility shall notify Ameren Illinois Distribution Control Office as soon as practicable following the occurrence of any unscheduled or forced outages on the Municipal Utility System or of a Network Resource of Municipal Utility and provide follow-up notification when such unscheduled or forced outages are resolved.

ARTICLE 10
METERING AND TELEMETERING

10.1 Metering Equipment and Telemetering Equipment. Each System Owner shall own and maintain its respective Metering Equipment and telemetering equipment consistent with all applicable Regulatory Requirements. Unless otherwise mutually agreed to by the System Owners and identified in Appendix A, Ameren Illinois shall own and maintain all of its Metering Equipment and facilities and telemetry equipment that is required for any new Delivery Point or established Delivery Point at which Ameren Illinois owns the Metering Equipment as of the Effective Date of this Agreement; provided however, Municipal Utility or its Power and Delivery Service Supplier shall have the right to install and operate its own telemetry equipment associated with the Metering Equipment owned by Ameren Illinois to communicate with Municipal Utility's SCADA system or the SCADA system of its Power and Delivery Service Supplier. To the extent the System Owners agree that the Metering Equipment and/or telemetering equipment serving Municipal Utility's Delivery Points should be replaced, the cost of such replacement shall be jointly determined by the System Owners and set forth in accordance with the terms of the applicable Construction Agreement between the Parties and memorialized in the Wholesale Distribution Service Agreement between Ameren and Municipal Utility's Power and Delivery Service Supplier, if applicable. Procedures for meter reading, testing, calibration and adjustments shall be established by the Operating Committee formed pursuant to Section 22.4 of this Agreement.

10.2 Metered Data. Ameren Illinois shall make metered data available to Municipal Utility from Ameren Illinois-owned Metering Equipment serving each Municipal Utility Delivery Point and Municipal Utility shall bear its costs associated with obtaining such metered data from Ameren Illinois unless otherwise mutually agreed by the Parties. Municipal Utility shall make metered data available to Ameren Illinois when the Metering Equipment is not owned by Ameren Illinois at a Delivery Point. Metered data may include any type of information the meter is capable of recognizing, including such qualities as kWh, kW, kVAR, pulse data, etc.

10.3 Meter Testing. Each System Owner shall be allowed to test the Metering Equipment it owns or controls consistent with Section 6.5 above. Upon request of a Party, meter test results shall be made available to the requesting Party by the System Owner responsible for such testing. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at meter owner's expense, in order to provide accurate metering. Ameren Illinois and Municipal Utility shall apply metering accuracy standards consistent with standard ANSI-C12.

10.4 Special Metering Equipment. Municipal Utility may request that Ameren Illinois install special metering equipment above and beyond what is required by Section 10.1, such as metering equipment which measures Municipal Utility usage on an instantaneous basis. In such event, if it is feasible for Ameren Illinois to acquire and install such equipment requested by Municipal Utility, Ameren Illinois shall do so as promptly as possible. Municipal Utility shall compensate Ameren Illinois through the Power and Delivery

Service Provider for the cost of providing special metering, including instantaneous metering, at Delivery Points requested by Municipal Utility in accordance with the terms of the related Construction Agreement between the System Owners and memorialized in the Wholesale Distribution Service Agreement between Ameren and Municipal Utility's Power and Delivery Service Supplier in full force and effect at the time, if applicable.

10.5 Meter Location and Structure. Existing Metering Equipment located at existing Delivery Points may be owned by either Ameren Illinois or Municipal Utility, along with the meter structure. Such existing arrangements will be allowed to continue into the future. For new Delivery Points, and for Modifications and/or upgrades to existing Delivery Points, the Metering Equipment shall be located on the source side of the Municipal Utility Tap Switch for connections made to high-voltage distribution lines. The metering structure shall be installed, owned and paid for in accordance with the terms of the associated Construction Agreement between the System Owners in full force and effect at the time, if applicable. With mutual agreement of the System Owners, for new service and upgrades, the Metering Equipment may be located on the secondary side of Municipal Utility's distribution transformer; provided (i) compensation for line and transformer losses shall be incorporated into the energy and demand readings, (ii) it will be Municipal Utility's responsibility to provide, own, and maintain the meter structure at its expense, and (iii) Metering Equipment shall be installed at a location accessible to Ameren Illinois personnel on a 24-hour basis in accordance with Section 6.8 of this Agreement.

10.6 Metering Losses and Loss Factor Adjustments. Voltage levels as documented in Appendix A shall be subject to designated Distribution loss factors as set forth in Appendix E for the purposes of computing charges associated with Network Integrated Transmission Service. Meter loads shall be increased for physical losses occurring between the Ameren System and the Municipal Utility's metering points by applying the appropriate Transmission and Distribution losses.

ARTICLE 11
GENERATION CONDITIONS AND OPERATIONS

11.1 Inadvertent Loop Flow. As of the Effective Date of this Agreement, Ameren Illinois shall have no obligation to compensate Municipal Utility for any wheeling or other charge(s) for inadvertent loop flow or unscheduled flows of electricity through the Municipal Utility System, as might occur where the configuration of the Connection Facilities between the Ameren System and the Municipal Utility System, whether permanent or temporary, would permit bi-directional flow of electricity between or through such Connection Facilities; provided, however, that nothing herein shall be construed as a waiver by Municipal Utility of its rights to seek compensation from Ameren Illinois per Section 23.8 of this Agreement for inadvertent loop flow, if any, in the event compensating transmission or facility owners for inadvertent loop or unscheduled flows is or becomes consistent with FERC policy or industry practice in the future or is otherwise appropriate relief in accordance with applicable Regulatory Requirements, law or equity. Municipal Utility may seek compensation per Section 23.8 of this Agreement for inadvertent loop flow or unscheduled flows of electricity through the Municipal Utility System, if any, as might occur where the configuration of the Connection Facilities between the Ameren System and the Municipal

Utility System, whether permanent or temporary, would permit bi-directional flow of electricity between or through such Connection Facilities.

11.2 New Generation Facilities. The existing generation facilities owned by Municipal Utility and/or owned/contracted by the Power and Delivery Service Supplier are identified on Appendix C. In the event new generating facilities are added to either the Municipal Utility System or the Ameren System, where such new generating facilities on one System are expected to have a material impact on the Connection Facilities or the System of the other System Owner, all such facilities shall be subject to and contingent upon proper transmission, distribution and connection arrangements, as applicable, being established between the System Owners prior to the commencement of delivery of any such power into or from the Ameren System. If the Parties are not able to agree on such impacts, then either System Owner is free to seek compensation under Section 23.8 of this Agreement.

11.2.1 Municipal Utility shall notify Ameren Illinois of the existence of any new generation on the Municipal Utility side of the Delivery Point(s) that is operated in parallel with the Ameren System and having an aggregate nameplate rating, including behind the meter generation of 5 MVA or greater directly interconnected with the Municipal Utility's System (which excludes any generation that is interconnected on the retail or end-user customer side of the meter or other point of connection with the Municipal Utility System), and any generator on the Municipal System with a nameplate rating of 1 MVA or greater or above such lessor threshold if specifically required in MISO's Tariff, approved business practices or NERC standards as those may be amended from time to time. Municipal Utility shall update Ameren no less than annually with respect to aggregate generation on the Municipal Utility's System. System Owners acknowledge that generation may be added behind the end use customer meter in a manner not immediately known to the Municipal Utility; and Municipal Utility shall make reasonable efforts to identify generation behind the end use customer meter and include in the aggregated total. Such information is for planning purposes only and shall not be used for billing Municipal Utility or its Power and Delivery Service Supplier. Appendix C specifies the generation that will be used for billing purposes.

11.3 Modifications and Changes.

11.3.1 Municipal Utility shall provide reasonable notice to Ameren Illinois prior to the installation, material modification to, and/or initial Parallel Operation of any new or uprated generation directly interconnected with the Municipal Utility's System (which excludes any generation that is interconnected on the retail or end-user customer side of the meter or other point of connection with the Municipal Utility System) that may impact the continued reliability, integrity or safety of the Ameren System. Ameren Illinois shall provide reasonable notice to Municipal Utility prior to the installation, material modification to, and/or initial Parallel Operation of any generation directly interconnected with the Ameren System (which excludes any generation that is interconnected on the retail or end-user customer side of the meter or other point of connection with the Ameren System) that may impact the continued reliability, integrity or safety of the Municipal Utility System.

11.3.2 Prior to permitting the installation, material modification to, and/or initial Parallel Operation of such generation, Municipal Utility shall provide to Ameren Illinois such information that Ameren Illinois needs or reasonably requests to study the impact that such generation may have on the Ameren System. The System Owners shall address the allocation of all reasonable costs Ameren Illinois incurs to study the impact of such generation in the study agreement that is executed to codify the terms and conditions for the performance of such study. Prior to permitting the installation, material modification to, and/or initial Parallel Operation of generation on the Ameren System, Ameren shall provide to Municipal Utility such information that Municipal Utility needs or reasonably requests to study the impact that such generation may have on the Municipal Utility System. The System Owners shall address the allocation of all reasonable costs incurred to study the impact of such generation in the study agreement that is executed to codify the terms and conditions for the performance of such study.

11.3.3 If either System Owner reasonably determines that modifications to the Ameren System and/or the Municipal Utility System are necessary to address a material impact to the continued reliability, integrity and safety of its System as a result of such generation installed on either the Municipal Utility System or the Ameren System, Municipal Utility agrees to construct such modifications on its System and Ameren Illinois shall construct such modifications on its System. Reimbursement of the costs incurred by either System Owner for such modifications shall be based on the proportionate benefits to the Parties' Systems of the modifications made to address the issue, notwithstanding any FERC policy and precedent that might otherwise be applicable but for the fact that Municipal Utility is a governmental entity that is non-jurisdictional to FERC, or other law or policy, and shall be codified in a construction agreement.

11.3.4 If Ameren Illinois is reimbursed for modifications to the Ameren System, Municipal Utility will not be assessed those same charges through any billing method, rate or charge that would cause a duplication in charges to Municipal Utility or Municipal Utility's wholesale Power and Delivery Service Supplier.

11.4 Parallel Operation.

11.4.1 The Parties will cooperate to ensure that all appropriate and reasonable modifications to protect the Ameren System and the Municipal Utility System are developed, completed and in service prior to Parallel Operation of newly installed or modified generation directly interconnected with the Municipal Utility System or the Ameren System that are expected to have a material impact on the Connection Facilities, the Ameren System or the Municipal Utility System. Generation that is interconnected on the retail or end-user customer side of the meter or other point of connection with the System Owner the following generation shall not be considered to have a material impact on the Connection Facilities absent specific evidence to the contrary. Generation directly connected to the Municipal Utility System (which excludes all generation in the foregoing sentence) having an aggregate nameplate rating of 5 MVA or greater or an individual

generator with a nameplate rating of 1 MVA or greater or such lessor threshold as specifically required in MISO's Tariff, approved business practices or NERC standards as those may be amended from time to time shall be considered to potentially have a material impact on the Connection Facilities. Only after all necessary modifications to the Ameren System and the Municipal Utility System have been completed will Parallel Operation of such generation be permitted.

11.4.2 For Parallel Operation of generation on the Municipal Utility System having an aggregate nameplate rating (excluding generation installed behind the retail or end-use customer's meter) of 5 MW or greater on the Municipal Utility's System, Municipal Utility shall supply information to Ameren Illinois, in a suitable electronic format and on a monthly basis, consisting of the metered values of the hourly energy generated by such generation on the Municipal Utility System. Municipal Utility or its Power and Delivery Service Supplier shall supply Ameren Illinois with such information by electronic mail, or another mutually acceptable means, by the fifth business day of the month following the month in which such energy was generated (e.g., the energy generation information for July should be supplied by the fifth business day in August).

11.4.3 Each System Owner shall, at its own expense, confirm that any generation connected to its System is operated, maintained and controlled in a safe and reliable manner so as to not cause any adverse impacts on the other System Owner's System, including excessive voltage flicker or excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

11.4.4 In accordance with the Tariff, use of generation installed on the Municipal Utility System to provide power to loads on Ameren Illinois' side of the Delivery Points or for sale in the wholesale energy and/or ancillary services market shall be subject to separate arrangements for such use, and is not provided for under this Agreement.

ARTICLE 12
REDISPATCH

12.1 Transmission Level Redispatch. Transmission redispatch of the Ameren System shall be administered under the applicable procedures and policies described in the Tariff, as directed by MISO under normal conditions. If Municipal Utility is affected by such redispatch, Ameren Illinois, as the NERC-certified Transmission Operator and Balancing Authority, shall then direct or instruct Municipal Utility via the authorized local control or operations center of Municipal Utility's Power and Delivery Supplier to take one or more actions as necessary to support system reliability of the bulk electric system ("BES"), of which the transmission portion of the Ameren System is a subpart. Municipal Utility shall make all efforts to comply with Ameren Illinois' directives and instructions unless safety, regulatory, or equipment limitations restrict compliance by Municipal Utility. In the event compliance is not possible, Municipal Utility or its Power and Delivery Service Supplier shall immediately notify Ameren Illinois of its inability to comply. In an Emergency situation, when time does not permit routine coordinated operations with MISO, NERC standards provide that Ameren Illinois, as the NERC-certified Transmission Operator and Balancing Authority, has the duty and authority to act independently to assure the integrity

of the BES. Municipal Utility shall comply with Ameren Illinois' directives and instructions in such situations in the same manner as under normal conditions.

12.2 Transmission Level Redispatch Reimbursement. All evaluations for redispatch reimbursement shall be strictly handled under the discretion of MISO or any Governmental/Regulatory Authority following the applicable procedures and policies. Municipal Utility shall only be entitled to reimbursement from Ameren Illinois to the extent Ameren Illinois specifically requests Municipal Utility (or its Power and Delivery Service Supplier) to operate its (or its Power and Delivery Service Supplier's) generation facilities or reduce load to support Ameren Illinois' compliance. Ameren shall provide for proper apportionment and attribution of any credits, or portions of credits, provided by MISO for the dispatch of Municipal Utility or Municipal Utility's Power and Delivery Service Supplier's generation.

12.3 Distribution Level Redispatch. Ameren Illinois may identify situations at the distribution level, unrelated to transmission level redispatch described in Section 12.1 and 12.2 above, in which it may suggest that Municipal Utility operate its (or its Power and Delivery Service Supplier's) generation facilities, for the sole benefit of Municipal Utility operations. Ameren Illinois will be under no obligation to provide such operational advisories, and Municipal Utility will have no obligation to operate its (or its Power and Delivery Service Supplier's) generation facilities in response to such advisories. Ameren Illinois will be under no obligation to reimburse Municipal Utility (or its Power and Delivery Service Supplier) for any costs incurred for running its (or its supplier's) generation facilities in response to such advisories. If, on the other hand, Ameren specifically requests Municipal Utility to operate its (or its Power and Delivery Service Supplier's) generation facilities or reduce load to provide system support for the benefit of Ameren Illinois' distribution system, and Municipal Utility provides such system support, then Ameren Illinois shall reimburse Municipal Utility (or its Power and Delivery Service Supplier as applicable) its reasonable costs of providing system support, including but not limited to a proportionate share of monthly capacity credits, if any, paid to Municipal Utility by its Power and Delivery Service Supplier, and other fixed costs.

ARTICLE 13
ASSIGNMENT

13.1 Successors and Assigns. This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

13.2 Consent Required. No Party may assign any rights or obligations hereunder without obtaining the written consent of the other Parties, which consent shall not unreasonably be withheld, conditioned or delayed.

13.3 Assignment in Event of Merger or for Financing.

13.3.1 Notwithstanding anything to the contrary herein, this Agreement may be assigned by a Party, without the consent of the other Parties but with prior written notice, to

any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, provided that the surviving or successor entity(ies) agree(s), in writing, to assume the assigning Party's obligations and duties under, and be bound by, the terms of this Agreement and further satisfy/(ies) one of the following criteria:

(a) the assignee has an Investment Grade Credit Rating;

(b) the obligations of the assignee are guaranteed by a parent with an Investment Grade Credit Rating; or

(c) the assignment is being made in connection with a merger, consolidation, change in organizational structure, or sale of substantially all the assignor's assets to another party that has (i) an Investment Grade Credit Rating at least equal to that of the assignor, or (ii) another means of demonstrating its creditworthiness that is acceptable to the other Party, with the other Party's acceptance not to be withheld, denied, delayed or conditioned.

13.3.2 Notwithstanding anything to the contrary herein, a Party or its permitted assignee may, without the consent of the other Party but with prior written notice, assign, transfer, pledge or otherwise dispose of its rights and interests hereunder to a trustee or lending institution for the purposes of financing or refinancing any of the assigning Party's facilities. Each Party agrees to execute and deliver such documents at the assigning Party's expense as may be reasonably necessary to accomplish any such assignment, transfer, pledge, or other disposition of rights hereunder for purposes of the financing or refinancing.

13.4 Party to Remain Responsible. Except for assignments pursuant to Section 13.3.1, no assignment, transfer, pledge, conveyance, or disposition of rights or obligations under this Agreement by a Party will relieve that Party from liability and financial responsibility for the performance thereof after any such assignment, transfer, conveyance, pledge, or disposition unless and until the transferee or assignee agrees in writing to assume the obligations and duties of that Party under this Agreement and the non-assigning Party has consented in writing to such assumption and to a release of the assigning Party from such liability.

13.5 Termination of Corporate Existence. If a Party terminates its existence as a corporate entity by acquisition, sale, consolidation, or otherwise, or if all or substantially all of such Party's assets are transferred to another person or business entity, without complying with this Article, the other Party will have the right, enforceable in a court of competent jurisdiction, to enjoin the terminating Party's successor from using the facilities previously owned by the terminating Party in any manner that interferes with, impedes, or restricts the other Party's ability to carry out its ongoing business operations, rights and obligations.

ARTICLE 14
FORCE MAJEURE

14.1 Force Majeure Defined. The term "Force Majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

14.2 Effect of Force Majeure. Except for obligations to make any payments under this Agreement, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:

14.2.1 the non-performing Party, as promptly as practicable after the Party reasonably determines that a Force Majeure event has occurred and such Force Majeure event will adversely impact the Party's ability to perform its obligations hereunder, gives the other Party written notice describing the particulars of the occurrence;

14.2.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;

14.2.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and

14.2.4 as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

ARTICLE 15
LIABILITY, INDEMNIFICATION AND INSURANCE

15.1 LIMITATION ON DAMAGES. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, ALTERNATE DIRECTORS, ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND ALL OTHER DAMAGES ARE EXCLUDED WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

15.1.1 No Warranty of Continuity of Service. Ameren Illinois will endeavor to provide continuous service to Municipal Utility but does not guarantee an uninterrupted or undisturbed supply of electric service. Ameren Illinois shall not be responsible for any loss or damage resulting from the interruption or disturbance of electric service for any cause other than gross negligence of Ameren Illinois. Notwithstanding anything to the contrary in this Agreement, Ameren Illinois reserves the right without previously notifying Municipal Utility, to interrupt service for emergency operations, shortages in power supply, safety and State or National emergencies. Ameren Illinois will not be liable in any event for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

15.2 Indemnification.

15.2.1 Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, to the extent arising out of or resulting from the Indemnifying Party's performance, or non-performance of its obligations under this Agreement or to the extent caused by or in connection with the Indemnifying Party's facilities, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

15.2.1.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 15.2, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

15.2.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual loss, net of any insurance or other recovery. The term "Indemnifying Party" shall not include a Party's directors, alternate directors, elected officials, officers, employees, agents or those of its affiliates.

15.2.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 15.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably

satisfactory to the Indemnified Party. If the defendants in any such action include the Indemnified Party and the Indemnifying Party, and if the Indemnified Party reasonably concludes that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party; in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

15.2.2 Subject to the limitation of liability set forth in Section 15.1, the terms and provisions of this indemnity, and the provisions of Section 15.2.1, each Party shall protect, defend, indemnify and save harmless any Indemnified Party from, against and in respect of, any and all loss, liability, damage and reasonable expenses for accounting, consulting, engineering, investigation, cleanup, response, removal and/or disposal and other remedial costs, directly or indirectly imposed upon, incurred by or asserted against any Indemnified Party arising out of or in conjunction with any claim or claims by any third party or parties (including, without limitation, a Governmental/Regulatory Authority), arising out of or in connection with (i) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling, or treatment of any substances, materials, products, or wastes which are classified as hazardous or toxic under any applicable federal, state or local law, or any regulations promulgated thereunder, effective as of the Effective Date of this Agreement ("Regulated Materials"), on, under or from the facilities of the Indemnifying Party; (ii) an actual or threatened release, spill, leak, discharge, or escape into the environment, of any Regulated Materials on, under or from the facilities of the Indemnifying Party; (iii) the cleanup, removal and/or disposal of any Regulated Materials on, under or from the facilities of the Indemnifying Party required by any Environmental Law or any Governmental/Regulatory Authority; (iv) any personal exposure or injury (including wrongful death) or property damage (real or personal) arising out of or related to such Regulated Materials, including any damage arising out of any cleanup required by the Governmental/Regulatory Authorities or Environmental Laws, on, under or from the facilities of the Indemnifying Party; (v) any lawsuit brought or threatened, settlement reached, or government order relating to such Regulated Materials on, under or from the facilities of the Indemnifying Party; or

(vi) any violation of laws, orders, rules, regulations, requirements, guidelines, or demands of Governmental/Regulatory Authorities, including permits and licenses under Environmental Laws, which are based upon or in any way related to such Regulated Materials on, under or from the facilities of the Indemnifying Party. Nothing in this Subsection 15.2.2 shall require a Party to indemnify another Party with respect to any matter described in clauses (i) through (vi) above except in connection with the Connection Facilities.

15.3 Survival. The limitation of liability provided for, and the indemnification obligations of each Party under this Article shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

15.4 Insurance.

15.4.1 Insurance Coverage. During the term of this Agreement, each Party shall obtain and maintain in force for the entire life of this Agreement policy or policies of insurance with the following types of coverage and with the following minimum limits:

(a) Commercial general liability insurance, each Party shall name the other Party as an additional insured on a primary and non-contributory basis including products/completed operations and commercial general liability insurance with combined single limits, per occurrence, of not less than $1,000,000 for bodily injury, including death and property damage; and

(b) Workers Compensation insurance with statutory limits and employer's liability insurance with limits of not less than $1,000,000 each accident/disease; and

(c) Comprehensive Automobile Liability insurance which has combined single limits of $1,000,000 for bodily injury and property damage. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage; and

(d) Excess liability insurance with a limit of not less than $2,000,000 per occurrence. Such insurance shall be excess over items (a) and (c) listed above in this Subsection 15.4.1. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis.

15.4.2 Self-Insure. Alternatively, any Party may self-insure the insurance coverage listed in Subsection 15.4.1.

15.4.3 Waiver of Subrogation Rights. Each Party agrees to waive and will require their respective insurers to waive all rights of subrogation against the other Party, as it relates to this Agreement on all of the insurance coverage in Subsection 15.4.1

15.4.4 Notice of Cancellation or Modification. Each insurance policy provided by a Party shall provide the policy may not be canceled or materially changed without giving the other Party fifteen (15) days prior written notification thereof.

15.4.5 Certificates of Insurance. Upon request of either Party (the "Requesting Party"), the other Party (the "Non-Requesting Party") will furnish certificates of insurance or self-insurance to the Requesting Party evidencing the insurance required of such Non-Requesting Party pursuant to this Agreement.

15.4.6 Liability. The provision of any insurance required above may not be construed to limit or expand the liability of any Party hereto under this Agreement.

ARTICLE 16
BREACH, CURE AND DEFAULT

16.1 Breach. A breach of this Agreement shall occur upon the failure by a Party to perform any of its material terms or conditions of this Agreement.

16.2 Events of Breach. A breach of this Agreement by a Party (the "Breaching Party") shall include:

(a) The failure to comply with any material term or condition of this Agreement, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement or any failure to pay any indemnification or other payment obligation;

(b) If a Party: (i) by decree of a court of competent jurisdiction, is adjudicated bankrupt or insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law and such filing is not dismissed within thirty (30) days; (iii) makes a general assignment for the benefit of its creditors; or (iv) consents to the appointment of a receiver, trustee or liquidator;

(c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(d) Failure of any Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or

(e) Failure of any Party to provide information or data to another Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations or to receive its intended benefits under this Agreement or to satisfy applicable Regulatory Requirements.

16.3 Continued Operation. In the event of a breach by any Party, the System Owners, shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the System Owners to operate and maintain their respective Systems in a safe and reliable manner.

16.4 Cure and Default.

(a) A Breaching Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 16.2(b)(i)-(iv) of the Agreement.

(b) Upon the occurrence of any event of breach other than those described in Section 16.2(b)(i)-(iv), the other Party (hereinafter a "Aggrieved Party"), when it becomes aware of any such breach, shall give written notice of the breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty-day (30-day) time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty-day (30-day) time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the breach, or fails to commence reasonable and appropriate steps to cure the breach, within such thirty-day (30-day) time period, the Breaching Party will be in "Default" of the Agreement.

16.5 Remedies.

(a) Upon the occurrence of a Default, any Aggrieved Party may, subject to the limitations contained in Article 17, terminate this Agreement as to the Breaching Party by providing written notice of termination to the Breaching Party; provided that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding and non-appealable decision by a competent authority having jurisdiction, making a determination of said Default.

(b) Upon the occurrence of a Default, the Aggrieved Party shall have the right to pursue any remedies available at law, equity, or both, either before FERC or before a court of competent jurisdiction.

ARTICLE 17
TERM AND TERMINATION OF CONNECTION SERVICE

17.1 Term. This Agreement shall remain in full force and effect from the Effective Date and shall continue in effect thereafter for an initial term of fifteen (15) years, unless terminated in accordance with this Article. This Agreement shall continue in effect after the end of said initial term, until terminated as of any date following the end of said initial term by any Party at any time upon three (3) years written notice to the other Party of its intention to so terminate.

17.2 Termination.

17.2.1 By Mutual Consent. This Agreement may be terminated at any time by mutual agreement of all Parties.

17.2.2 By A Party. A Party may terminate this Agreement, upon the occurrence of any of the following events:

(a) removal of the Ameren System or Municipal Utility System from service; or

(b) as to a Breaching Party, a Default by said Breaching Party as provided in Section 16.4.

17.2.3 A Party shall not terminate this Agreement, however, if the Default does not involve a threat to the safety or reliability of the Aggrieved Party's System, the transmission system of other utilities or the public, and an alternative remedy is available in law or equity or both, such as a failure to pay an indemnification or other payment obligation.

17.3 FERC Approval before Termination. No termination, hereunder shall become effective until: (1) in the case of an Ameren Illinois initiated termination pursuant to Sections 16.4 or 17.2.2 or in the case of a mutually agreed termination pursuant to Section 17.2.1, Ameren Illinois tenders to FERC any required notification of termination or cancellation of this Agreement and obtains a final, binding and non-appealable decision by FERC or another competent authority having jurisdiction authorizing the termination or cancellation and providing protections for the continued availability of electric service to the customers of Municipal Utility; or (2) in the case of a Municipal Utility initiated termination pursuant to Sections 16.4 or 17.2.2, Ameren Illinois tenders to FERC any required notification of termination or cancellation of this Agreement and obtains such acceptance thereof by FERC. In the case of a Municipal Utility initiated termination, Ameren Illinois shall make such filing with FERC no later than 30 days after the Municipal Utility provides written notice to Ameren Illinois of its decision to terminate this Agreement and shall seek in such filing the effective date of such termination requested by Municipal Utility.

17.4 Survival of Rights. Termination of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

ARTICLE 18
LABOR RELATIONS

18.1 Each Party agrees to immediately notify the other Party, orally and then in writing, of any labor dispute or anticipated labor dispute of which its management has actual knowledge that might reasonably be expected to affect the operations of the other Party with respect to this Agreement.

ARTICLE 19
SUBCONTRACTOR OR AGENT

19.1 Generally. Nothing in this Agreement shall prevent a Party from utilizing the services of such subcontractors or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that both Parties shall require their subcontractors, agents, or both to comply with all applicable terms and conditions of this Agreement in providing such services.

19.2 Responsibility of Principal. The creation of any subcontractor or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent it hires as if no subcontract or agency agreement had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party; provided however, to the extent that Municipal Utility's Power and Delivery Service Supplier is or is deemed to be the agent of Municipal Utility, the Power and Delivery Service Supplier shall have no direct financial liability to Ameren, except for its own acts or omissions that constitute negligence with respect to matters under this Agreement that are within its scope of duties and control.

19.3 No Third-Party Beneficiary. No subcontractor or agent is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

19.4 No Limitation by Insurance. The obligations under this Article will not be limited in any way by any limitation on subcontractor's or agent's insurance.

ARTICLE 20
CONFIDENTIALITY

20.1 Nondisclosure. Neither Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Agreement to any third party without the express written consent of the disclosing Party. In the event that the Party receiving Confidential Information from the other Party is legally requested or required (including, but not limited to oral questions, interrogatories, requests for information or document, subpoena, civil investigative demand or similar process or; in the opinion of counsel for such Party, by federal or state securities laws or other statutes, regulations, orders or laws) to disclose any Confidential Information, such receiving Party shall promptly notify the other Party, if notice is not prohibited by law, of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, a protective order has been sought, but has not been obtained, or if a protection order is not provided for under the applicable statute, and in the written opinion of counsel for the receiving Party such Party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving Party may disclose that portion (and only that portion) of such Confidential Information as is legally required without liability to the disclosing Party under this Agreement. For Municipal Utility, the term Party when used in this Section shall also include its Power and Delivery Service Supplier.

20.2 Definition. "Confidential Information" means any confidential, proprietary or trade secret information or a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to the other Party on a confidential basis prior to the execution of this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the other Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Party that such information no longer is confidential. For the purposes of this Agreement, information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the

Party receiving the information in writing within a reasonable period of time after the information is provided that the information is confidential. The one-line diagrams included as Appendix D to this Agreement are considered Confidential Information, but are also Critical Energy Infrastructure Information and therefore their treatment is governed by the provisions of 18 C.F.R. § 388.113. For Municipal Utility, the term Party when used in this Section shall also include its Power and Delivery Service Supplier.

20.3 Standard of Care. All Parties shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. For Municipal Utility, the term Party when used in this Section shall also include its Power and Delivery Service Supplier.

20.4 Use of Confidential Information. Any Party may use Confidential Information to fulfill, its day-to-day operations of its System, to fulfill obligations to the other Party under this Agreement or its applicable Regulatory Requirements, or in any proceeding under Article 21 or 23 or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Agreement, subject either to a confidentiality agreement with all participants (including, if applicable, arbitrator(s)) or to a protective order. For Municipal Utility, the term Party when used in this Section shall also include its Power and Delivery Service Supplier.

20.5 Damages. The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party's breach of its obligations under this Article 20. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article 20. For Municipal Utility, the term Party when used in this Section shall also include its Power and Delivery Service Supplier.

20.6 Survival. The confidentiality provisions of this Article shall survive termination of this Agreement for a period of two (2) years.

ARTICLE 21
DISPUTE RESOLUTION

21.1 Submission. Any claim or dispute, which either Party to this Agreement may have against the other, arising out of this Agreement, shall be submitted in writing to the other Party within a reasonable time after the circumstances which gave rise to the claim or dispute have taken place or of discovery of such circumstances. The submission of any claim or dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

21.2 Alternative Dispute Resolution. If any such claim or dispute arises, the Parties shall use their best efforts to resolve the claim or dispute, initially through good faith negotiation or, upon the failure of such negotiations, through mutually agreed to Alternative Dispute Resolution ("ADR") techniques, which may, if both Parties consent, include arbitration

before one neutral arbitrator conducted in accordance with the rules of the American Arbitration Association's Commercial Arbitration Rules. All negotiations pursuant to these procedures for the resolution of disputes will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.

21.3 Termination of ADR. Notwithstanding the provisions of Section 21.2, either Party may terminate its participation in ADR during any stage of ADR prior to the entry of judgment upon the decision of an arbitrator and proceed to submit such claim or dispute for decision by a court or Governmental/Regulatory Authority of competent jurisdiction.

21.4 Limitation of Actions. No claim, dispute or cause of action may be brought hereunder unless commenced in a court or before a Governmental/Regulatory Authority of competent jurisdiction within two (2) years after the discovery of the circumstances that gave rise to such claim, dispute or cause of action.

ARTICLE 22
NOTICES AND COMMUNICATIONS

22.1 Unless otherwise specified herein, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party or Parties, or personally delivered to the respective Parties as follows:

To Ameren Services:
Kay Janeen Tapscott
Ameren Services
2460 N. Jasper St., K-30 (IP)
Decatur, IL 62526
T: 217-424-8191

With Copy To:
General Counsel
1901 Chouteau Avenue
MC 1300
St. Louis, MO 63103
F: 314-554-4014

To Municipal Utility:
Village of Greenup
Attn: Thomas A. Bauguss
Mayor

115 E Cumberland St,
Greenup, Illinois 62428
217-923-3401
Thomasbauguss1@gmail.com

Also, with Copy to:
Illinois Municipal Electric Agency
Doug Brown
President & CEO
3400 Conifer Drive
Springfield, IL 62711
217-789-4632
Dbrown@imea.org

General inquiries and operational notices may be directed to:

Ameren Illinois
Brian Cuffle
Regulatory Consultant
Ameren Illinois
200 West Washington Street
Springfield, IL 62701
217-341-5696
bcuffle@ameren.com

Emergency Contacts and Daily Operations Contacts	
To Ameren Illinois: Ameren Illinois Control Office Decatur Office: DLDECATURELECTRICDISTRIBUTIONSYSTEMOP@ameren.com T: 217-424-1735 (Decatur North) T: 217-424-7035 (Decatur South) Peoria Office: DLPEORIADISTRIBUTIONSYSTEMOP@ameren.com T: 309-677-5621 (Peoria North) T: 309-677-5608 (Peoria South)	**To IMEA:** IMEA Operations Center Dispatch@imea.org T: 217-789-6541

Any such notice or communication will be deemed to have been given as of the date received.

22.2 Any Party may change its address or designated representative for notices by notice to the other Party in the manner provided above.

22.3 Notwithstanding Section 22.1, any notice hereunder concerning an Emergency or other occurrence requiring prompt attention, or as necessary during day-to-day operations, may be made by telephone or in person provided that such notice is confirmed in writing, including by electronic mail, promptly thereafter. Notice in an Emergency, or as necessary during day-to-day operations, shall be provided: (i) if by Municipal Utility, to Ameren Illinois Distribution Control Office using the Emergency Contact information provided in Section 22.1, which may be amended from time to time, and (ii) if by Ameren Illinois, to the duly authorized Emergency Contact identified in Section 22.1, which may be amended from time to time.

22.4 Operating Committee. Ameren Illinois and Municipal Utility represented by its Power and Delivery Service Supplier shall each appoint an equal number of member(s) to an "Operating Committee." The Operating Committee shall meet as necessary to carry out the duties set forth herein. The Operating Committee shall hold meetings at the request of either Ameren Illinois or Municipal Utility at a time and place agreed upon by the members of the Operating Committee. Each Operating Committee member shall be a responsible person working with the day-to-day operations of their respective Party and shall represent their respective Party in all matters arising under this Agreement which may be delegated to the Operating Committee by mutual agreement of the Parties hereto. The duties of the Operating Committee shall include, but are not limited to, the following:

(a) Coordinate operation and maintenance schedules for the Delivery Point(s);

(b) Establish and maintain control and operating procedures, consistent with the provisions of this Agreement;

(c) Communicate to the Parties the data requirements necessary to maintain and establish Delivery Points;

(d) Coordinate the revision and amendment of information related to the Delivery Points documented in the appendices to this Agreement;

(e) Review Metering Equipment, data acquisition equipment, and any other equipment or software requirements, standards and procedures;

(f) Participate in coordinated planning; and

(g) Such other duties as may be conferred upon it by mutual agreement of the Parties.

Each Party shall provide to the other Party updated contact information concerning the members of the Operating Committee as soon as possible after such change occurs.

ARTICLE 23
MISCELLANEOUS PROVISIONS

23.1 General. Each Party makes the following representations, warranties and covenants:

23.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Connection Facilities owned by such Party are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

23.1.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law). Furthermore, as to Ameren Illinois, Ameren Services is duly authorized to serve as designated agent for Ameren Illinois, and each of Ameren Services and Ameren Illinois has the requisite power and authority to enter into this Agreement and the transactions contemplated herein and perform and carry out all covenants and obligations to be performed under and pursuant to this Agreement.

23.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

23.1.4 Consent and Approval. Notwithstanding Section 23.3 of this Agreement, such Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance in connection with the execution, delivery and performance of this Agreement, and it will provide proper notice of any actions under this Agreement that are required by applicable laws and regulations.

23.2 Governing Law. When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Illinois, where the applicable Connection Facilities are located, without giving effect to the conflict of law principles thereof.

23.3 Regulatory Approval. This Agreement shall be subject to the approval of the regulatory agencies having jurisdiction. This Agreement will be filed with FERC for approval under Section 205 of the Federal Power Act.

23.4 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making any Party jointly or severally liable for the

acts of the other Party. Unless otherwise agreed to in a writing signed by both Parties, no Party shall have any authority to create or assume in the other Party's name or on its behalf any obligation, express or implied or to act or purport to act as the other Party's agent or legally-empowered representative for any purpose whatsoever. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily-mandated workers' compensation coverage. None of the persons employed by either Party shall be considered employees of the other Party for any purpose; nor shall either Party represent to any person that such persons are or shall become employees of the other Party. Except as expressly provided for herein, neither Party shall be liable to any third Party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

23.5 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any benefits, interests, rights, or remedies under or by reason of the Agreement.

23.6 Waiver. Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23.7 Failure to Enforce. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or seek FERC approval to terminate this Agreement or the rights hereunder, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

23.8 Amendment or Modification. This Agreement may be modified only by a written amendment signed by all Parties. Notwithstanding any provision in this Agreement to the contrary, any Party may unilaterally make application to the FERC under Sections 205 or 206, as applicable, of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement over which the FERC has jurisdiction. The Parties agree that the standard to be applied in any such Section 205 or Section 206 proceeding will be the "just and reasonable" standard.

23.9 Severability. If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by

legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

23.10 Headings and Captions. Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

23.11 Further Assurances. Each Party shall do such other and further acts and things, and shall execute and deliver such instruments and documents, as the other Party reasonably requests from time to time in furtherance of the purposes of this Agreement.

23.12 Entire Agreement. This Agreement, including all existing and future schedules, appendices and other attachments hereto, which are now or in the future made part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties pertaining thereto.

23.13 Rights Cumulative. The rights and remedies set forth in this Agreement are cumulative and non-exclusive.

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

23.15 Studies Performed. The Parties agree that the terms and conditions for cost reimbursement for all studies performed pursuant to this Agreement shall be codified in a study agreement executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement among the Parties as of the date first above written.

Ameren Services Company on behalf of and as designated agent for Ameren Illinois

By:

Name: Shawn E. Schukar

Title: Sr. Vice President

Date:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement among the Parties as of the date first above written.

Village of Greenup, Illinois

By: Thomas a Bauguss

Name: Thomas A. Bauguss

Title: Mayor

Date: 11-02-2024

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement among the Parties as of the date first above written.

Illinois Municipal Electric Agency

By:

Name: Doug Brown

Title: President & CEO

Date:

APPENDIX A

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

DELIVERY POINTS

Any grandfathered existing metering equipment is indicated with an asterisk (*).

Any instantaneous metering is indicated with two asterisks (**).

1.0 Delivery Point(s) in the former AmerenCIPS Territory

Name of Point	Delivery Voltage	Meter Voltage	Meter Ownership
1.1 Greenup Haughton Park North Tap	69 kV	12.47 kV	Ameren
1.2 Greenup Haughton Park South Tap	69 kV	12.47 kV	Ameren

APPENDIX B

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

CONFIGURATION AND OPERATING PROCEDURES

1.0 Configuration in the former AmerenCIPS Territory

1.1 Substations

a. Greenup (Haughton Park) North Tap
Ameren has Jurisdictional Authority for the Greenup West facilities fed from Neoga South Substation Line 740 and Municipal Utility has Functional Authority for the Municipal Utility owned isolating disconnect switch (#R-47) and other of its owned facilities at this Delivery Point.

b. Ameren has Jurisdictional Authority for the Greenup West facilities fed from Neoga South Substation Line 740 and Municipal Utility has Functional Authority for the Municipal Utility owned isolating disconnect switches (#R96) and other of its owned facilities at this Delivery Point.

1.2 Generation

For the purpose of calculating Municipal Utility Delivery Point power factor for compliance with Section 6.9 of the Agreement, the Municipal Utility System beyond the Delivery Point will not be deemed to be configured normally if Municipal Utility owned (or Power and Delivery Service Supplier owned/contracted) behind the meter generation (as identified in Appendix C), is operating in parallel with the Ameren System. During such periods, power factor shall be deemed to be within tolerance if it is within the +/- 95% range after adjusting the calculation as follows: the net hourly kW output of Municipal Utility owned (or Power and Delivery Service Supplier owned/contracted) behind the meter peaking generation (as identified in Appendix C) shall be added to the hourly kW load measured at the Municipal Utility Delivery Point to which the generation is paralleled.

APPENDIX C

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

GENERATION FACILITIES

1.0 Generation Facilities Owned by Municipal Utility or Third-Party Generation Connected to the Municipal Utility System. Municipal Utility owns or has an agreement to utilize the generation produced at the following location to serve Network Load of Municipal Utility.

UNITS	NAMEPLATE RATING
None	

2.0 If generation is equal to or exceeds 5 MW of nameplate rating in aggregation at a Delivery Point, the meter data shall be collected in one of the following ways as described herein and applied to determine transmission billing settlements:

2.1. Meters for Municipal Utility owned generation, shall be interrogated monthly for hourly data and data shall be uploaded to the Ameren Services Company MV90 system through cooperation between Ameren Services Company and the Power and Delivery Service Supplier. Data, from third party owned generation connected directly to the Municipal Utility System (which excludes Distributed Energy Resources and other generation that is interconnected on the retail or end-user customer side of the meter or other point of connection with the Municipal Utility System), shall be collected by the Municipal Utility and uploaded to the Ameren Services Company MV90 system through cooperation between Municipal Utility (or Power and Delivery Service Supplier) and Ameren Services Company. Load displaced by generation described herein shall be included in the aggregation for transmission settlement purposes. Thresholds and standards for Section 2.1 shall

conform with all future MISO business practices, standards or rulings if specifically required.

2.2 If Municipal Utility or the Power and Delivery Service Supplier fails to submit data in the required format by the required deadline each month as described in Section 2.1.1, the data shall be calculated using a good faith estimate of the output of the generation during the peak hour.

APPENDIX D

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

ONE-LINE DIAGRAM

1.0 One-Line Diagram

CUI//CEII - DO NOT RELEASE

APPENDIX E

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

LOSS FACTORS[1]

1.0 Delivery Point(s) in the former AmerenCIPS Territory

	Name of Point	Dist. Loss Factor
1.1	Greenup North	1.01869
1.2	Greenup South	1.01869

[1] Loss Factors are subject to revision as may be periodically filed at FERC by Ameren, in a modified WCA.

APPENDIX F

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

FORM OF

SWITCHING ARRANGEMENTS AGREEMENT

SWITCHING AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

This Agreement entered into this ____ day of _____ is for the purpose of allowing The Village of Greenup ("Municipal Utility"), Illinois Municipal Electric Agency ("IMEA" or "Power and Delivery Service Supplier") personnel to perform switching of certain Ameren Illinois Company ("AIC") switches and AIC personnel to perform switching of certain Municipal Utility switches. AIC, Municipal Utility and IMEA are referred to herein individually as "Party" and collectively as "Parties".

This Agreement applies only to switching associated with voltages below 100 kV

In consideration of the mutual and reciprocal covenants, promises and grants contained herein, the Parties agree as follows:

1. Only AIC owned air break switches outside of substations may be switched by Municipal Utility.

2. Only Municipal Utility owned air break switches outside of substations may be switched by AIC.

3. AIC, Municipal Utility and Power and Delivery Service Supplier shall maintain a list of specific switches (See Attachment A) for which this Agreement shall be applicable. Attachment A shall be amended from time to time as follows: (i) additional switches shall be added to the list upon the request of one party's authorized representative and consent by the authorized representative of the other party, which consent shall not be unreasonably withheld or delayed; and (ii) switches shall be removed from the list by the owner of the switch giving 30 days' notice of such removal. For purposes of maintaining Attachment A the authorized representative for AIC shall be the Superintendent of Distribution Control, or other designate, and the authorized representative for Municipal Utility shall be the Vice President of Engineering of the Power and Delivery Service Supplier, or other designate. Such switches must have a locking mechanism installed, enabling operation by either Party.

4. Each System Owner, as defined in the Wholesale Connection Agreement between the Parties is responsible for establishing protection for its own clearance whether operating their own switches or operating the switches of the other System Owner. When using the switch of the other Party for a boundary for worker's protection, a holdoff will be obtained from the owner of the switch for the Party establishing the worker's protection

boundary.

5. Switching of equipment owned by the other Party, for purposes of this Agreement, is for the following situations only: outages associated with a Party's customer, conductors on or near the ground, public endangerment, fires, floods, employee endangerment or imminent loss of equipment owned by AIC, Municipal Utility or a Party's customer.

6. All switching and related work on lines and equipment below 100 kV, performed for the purpose of the operations and maintenance of such installations, will be performed in compliance with the federal OSHA standard on Electric Power Generation, Transmission and Distribution, 29 CFR 1910.269, and all other applicable federal OSHA standards and regulations. This includes, but is not limited to, requirements that the employees who perform the work will be qualified under the criteria set forth in 29 CFR 1910.269, and that the work will be performed in compliance with 29 CFR 1910.269(m).

7. All switching of AIC facilities by Municipal Utility, with exception to the provision in Item 9, will be at the direction of the AIC's Distribution System Operating Supervisor. Coordination of switching shall be as provided for in Item 10.

8. All switching of Municipal Utility facilities by AIC personnel, with exception to the provision in Item 9, will be coordinated through the Operations Center of the Power and Delivery Service Supplier under the authority of AIC's Distribution System Operating Supervisor. Coordination of switching shall be as provided for in Item 10.

9. In the event that a situation constitutes an imminent danger, requiring immediate action, either Party may open a switch that exists on a radial line feeding only Municipal Utility's substation without first contacting the other Party. Upon completion of switching, and after assuring safe conditions exist, the Party performing such switching shall notify the other Party of its actions in a timely manner. When AIC is the Party performing switching, such subsequent notification shall be initiated by contacting the Operations Center of the Power and Delivery Service Supplier. When Municipal Utility is the Party performing switching, such subsequent notification shall by initiated by contacting AIC's Distribution Control Office in Peoria or Decatur, as applicable. If the switch is located in an AIC Networked Line on either side of a tap to the Municipal Utility's substation, AIC's Distribution Control Office must first be contacted before operating the switch. A Networked Line is a distribution system line that is energized from both directions from the tap.

10. Communications to direct switching will be established and initiated by contacting the Operations Center of the Power and Delivery Service Supplier or the AIC Distribution Control Office in Peoria or Decatur, as applicable. This communication may include, but is not limited to, radio or telephone communication. Communication from AIC Distribution System Operating Supervisor to Municipal Utility supervisory personnel to Municipal Utility field personnel to perform switching will be allowed. Communications from Municipal Utility or the Power and Delivery Service Supplier personnel to AIC Distribution System Operating Supervisor or to AIC field personnel to perform switching will be allowed. Appropriate telephone and radio numbers will be provided by each Party.

11. No provision contained herein will prohibit either Municipal Utility or AIC from continuing any current switching procedures or implementing any future switching procedures.

12. This Agreement may be cancelled at any time by written notice by any of the Parties.

13. Liability and Damages.
    a. As a part of the consideration for the making of this Agreement, it is distinctly understood and agreed that no Party hereto guarantees, and is at no time to be held as guaranteeing, the safety of any equipment, such as but not limited to, switches, poles, or other associated electrical apparatus; nor does s Party hereto agree to maintain any such equipment in a safe condition or otherwise for the use of the other Party or its employees, it being specifically understood and agreed that each Party assumes for itself all obligations of inspection and full knowledge of the condition of all such equipment. None of the Parties hereto shall be liable in any manner on account of any damage to the property of another Party, except to the extent caused by gross negligence or intentional misconduct. Each of the Parties hereto shall and does hereby release and relieve the other from all obligation of inspection of any said equipment and property.

    b. Each of the Parties hereto assumes the risk of liability for any and all injuries to its own employees, agents, contractors or customers and shall indemnify, protect and save harmless the other Parties to this agreement, irrespective of any of their own negligence (other than gross negligence or intentional misconduct), from any and all such claims, damages, suits, judgments, liabilities, loss, court costs and expenses, including attorney's fees, and for damages to or loss of any property of said employees, agents, contractors or customers arising from the exercise of any rights conferred by this agreement. The provisions of this section 13 shall survive the termination or expiration of this agreement.

14. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL A PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EXCEPT TO THE EXTENT A PARTY IS LIABLE TO A THIRD PARTY FOR SUCH DAMAGES. THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES (INCLUDING DAMAGES DESCRIBED IN THE PRECEDING SENTENCE FOR WHICH A PARTY IS LIABLE TO A THIRD PARTY), AND ALL OTHER DAMAGES ARE EXCLUDED WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Switching Arrangements Agreement in duplicate originals, each of which shall constitute and be an original effective Switching Arrangements Agreement among the Parties as of the date last executed.

Village of Greenup

By: _____

Print Name: _____

Date: _____

Ameren Illinois Company

By: _____

Print Name: _____

Date: _____

Illinois Municipal Electric Agency

By: _____

Print Name: _____

Date: _____

ATTACHMENT A

Switches for which this Agreement is applicable:

Device #	Owner	Location

APPENDIX G

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency,

and

Ameren Services Company

POWER FACTOR IMPROVEMENT

This Power Factor Improvement Appendix G to the Wholesale Connection Agreement by and between Municipal Utility, the Power and Delivery Service Supplier and Ameren, dated _____, 20__, provides for identification of Municipal Utility Delivery Points that currently have deficient power factors, provides a process to reach a schedule for improvement or correction of such deficiencies by Municipal Utility , provides a remedy should Municipal Utility not agree to a schedule for improvement or correction of deficiencies or not complete required improvements or corrections by the Correction Deadline date(s), and provides for ongoing review of power factor compliance and remediation.

Deficient Power Factor Delivery Points

As required by Section 6.9 of the Agreement, Attachment A to this Appendix G will identify and document a list of Municipal Utility Delivery Points with deficient power factors as of the date this Appendix G is completed. Each Delivery Point's power factor must reach the acceptable range of +/- 95% by the Correction Deadline date shown in Attachment A for that Delivery Point.

Determination of Correction Deadline Date(s)

Upon identification of one or more Municipal Utility Delivery Points with deficient power factors, Ameren and Municipal Utility will discuss a schedule for completion of work to improve or correct the power factor at each identified Municipal Utility Delivery Point, with each schedule having a Correction Deadline date. Power and Delivery Service Supplier shall facilitate such discussions on behalf of Municipal Utility. If, after 180 days of such discussions, Ameren has tendered a proposed schedule and Correction Deadline date incorporating any comments from Municipal Utility and Municipal Utility disputes the need for the power factor correction and/or proposed schedule and deadline, or otherwise fails to agree to that schedule and Correction Deadline date, Ameren shall have the unilateral right to submit an unexecuted Revised Attachment A to this Appendix G to FERC for acceptance or approval, and upon such acceptance or approval may install all necessary equipment on its proposed schedule and at Municipal Utility's expense.

Power Factor Review

Power and Delivery Service Supplier shall facilitate on behalf of Municipal Utility an annual review of power factor in accordance with Section 6.9 of the Agreement. If during a review by Ameren and Municipal Utility any additional Municipal Utility Delivery Points are determined to be outside of the acceptable range during the term of the Agreement, each such additional Delivery Point and a Correction Deadline date by which Municipal Utility must improve or correct its power factor determined in accordance with the process set forth in the preceding section shall be added to Attachment A to this Appendix G.

Ameren's Right to Install Equipment

If Municipal Utility fails to correct or improve the power factor at a Delivery Point identified as deficient in this Appendix G by the Correction Deadline date set forth in Attachment A to this Appendix G, Ameren shall have the unilateral right to install all necessary equipment at Municipal Utility's expense in accordance with Section 6.9 of the Agreement.

Modification to Attachment A

Municipal Utility may modify Attachment A to this Appendix G only upon Municipal Utility's written request to Ameren and Ameren's approval of that request.

Municipal Utility: Village of Greenup, Illinois	**Power and Delivery Service Supplier: Illinois Municipal Electric Agency**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Ameren Services Company on behalf of and as designated agent for Ameren Illinois

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A TO APPENDIX G

WHOLESALE CONNECTION AGREEMENT
by and between

Village of Greenup, Illinois,

Illinois Municipal Electric Agency

and

Ameren Services Company

Deficient Power Factor Delivery Points and Improvement Schedule

	Name of Delivery Point and Reason for Deficiency	**Delivery Voltage**	**Current Power Factor**	**Correction Deadline**
1	**None** Reason for Deficiency: **None**			
2	**None** Reason for Deficiency: **None**			

This Attachment A to Appendix G to Wholesale Connection Agreement dated this ___ day of _____, 20__.

Municipal Utility: Village of Greenup

By: _____

Print Name: _____

Title: _____

Date: _____

Power and Delivery Service Supplier: Illinois Municipal Electric Agency

By: _____

Print Name: _____

Title: _____

Date: _____

Ameren Services Company on behalf of and as designated agent for Ameren Illinois

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX H

WHOLESALE CONNECTION AGREEMENT
by and between
Village of Greenup, Illinois,
Illinois Municipal Electric Agency,
and
Ameren Services Company

DELIVERY POINT STIPULATIONS

Power Factor Calculations for Greenup North Haughton Park and Greenup South Haughton Park Delivery Points

Notwithstanding any other provisions in this Agreement, the Parties have agreed to the following terms regarding power factor calculations:

The power factor for the Village of Greenup may be calculated by aggregating the MW and MVar demands, at concurrent times, of the Greenup North Haughton Park and Greenup South Haughton Park Delivery Points on Line 740 or 754. Power factor calculation by aggregating the Greenup North Haughton Park and Greenup South Haughton Park Delivery Points will be allowed for concurrent meter point demands of MW flow from Line 740 or 754 into the Greenup Distribution System,

Delivery Point power factors during times of MW injection from one or both of the Greenup North Haughton Park and Greenup South Haughton Park Delivery Points into Line 740 or 754 will be calculated by individual Delivery Point demands.

Future, additional Delivery Points to the Village of Greenup will not be included in the aggregate power factor calculation of Greenup North Haughton Park and Greenup South Haughton Park Delivery Points unless mutually agreed upon by the Parties.

Load Forecasting Reporting

Notwithstanding any other provisions in this Agreement, the Parties have agreed to the following terms regarding load forecasts:

As mutually agreed upon by the Parties, the Greenup North Haughton Park and Greenup South Haughton Park Delivery Points may be aggregated together for purposes of reporting load forecasting under this Agreement.

Future, additional Delivery Points to the Village of Greenup will not be included in the aggregate unless mutually agreed upon by the Parties.